

REGULAR COUNCIL MEETING
 Tuesday, June 7, 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.

Council Goals Scorecard
<i>Actions since 5/5/2015</i>
21
143
55

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MAY 17, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 27, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish June 21, 2016, as the Public Hearing Date for Consideration of:
 - a. Transfer of Ownership and Location of **Retail Liquor License No. 15, OC Casper, LLC**, Located at 3580 East 2nd Street.
 - b. **Appeal** of the **Planning and Zoning Commission's** Decision to **Deny a Conditional Use Permit** for an Accessory Building (Garage), with 19' High Walls, in Excess of the 12' Maximum Wall Height Permitted; in an R -2 (One Unit Residential) Zoning district, on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, Located at 2850 East 5th Street.

6. PUBLIC HEARINGS

A. Resolution and Ordinance

1. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Heritage Hills Addition No. 5** Complies with W.S. 15-1-402.
 - a. Resolution.
 - b. Third reading Ordinance Approving Annexation, and Zoning of the Heritage Hills Addition No. 5.

B. Minute Action

1. Authorizing the Issuance of a New Microbrewery **Liquor License No. 3**, Skull Tree Brewing, LLC, Located at 1530 Burlington Avenue.

2015 Goals		
Downtown	Infrastructure	Recreation

7. THIRD READING ORDINANCE

A. Consent

1. Amending Section 9.44.030 of the Casper Municipal Code Pertaining to the **Discharge of Firearms and Other Weapons** to Delete from this Section the Requirement that the City enter into a Separate Written Agreement When Such Uses are Allowed Under the Zoning Ordinances.

8. RESOLUTIONS

A. Consent

1. Authorizing a Contract with Valli Information Systems, Inc., dba **Postal Pros Southwest**, for **Utility Bill Printing, Insertion, Mailing and Electronic Bill Presentment and Payment Services**.
2. Authorizing an Agreement with **Communication Technologies**, in the Amount of \$7,825.95, for the **Purchase and Installation of Equipment** in Two (2) New 2017 Ford Interceptor SUVs.
3. Authorizing Agreement with JTL Group, Inc., dba **Knife River**, in the Amount of \$344,264, for the **2016 Chip Seal Project**.
4. Authorizing Change Order No. 1 with JTL Group, Inc., dba **Knife River**, in the Increase Amount of \$45,255, for the **Compost Yard Addition Project**.
5. Authorizing Procurement Agreement with **Water Technology Group**, in the Amount of \$52,753, for the Purchase of Two (2) **Submersible Sewage Pumps** and Associated Appurtenances to be Installed at the Riverwest Sewage Lift Station.
6. Authorizing Agreement with Western Plains Landscaping LLC, dba **3 Cord Construction**, in the Amount of \$143,000, for the **2016 Solid Waste Facility Improvements Project**.
7. Authorizing City Manager to Sign Notice to Proceed for Traffic Study with **Jacobs Engineering Group**, in the Amount of \$40,313.65, for the **Casper Ranch Development**.
8. Authorizing Change Order No. 1 with **Integrity Tank Services LLC**, in the Amount of \$99,450 and a Time Extension of 30 Days for the **Pratt II North Tank Interior Painting Project**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	
	X	
	X	

8. RESOLUTIONS (continued)

A. Consent

9. Authorizing Change Order No. 3 with JTL Group, Inc., dba **Knife River**, for an Increase of \$34,750 and a Time Extension of 9 Days, for the **West Yellowstone Highway and Walnut Street Reconstruction Project**.
10. Authorizing Agreement with **Installation and Service Company, Inc.**, in the Amount of \$250,000, for the **Recreation Center Parking Lot Improvements Project**.
11. Authorizing Agreement with Western Plains Landscaping LLC, dba **3 Cord Construction**, in the Amount of \$331,400, for the **Washington Park Pool Renovation Project**.
12. Authorizing a Contract for the **Casper Area Metropolitan Planning Organization** and **Michael Baker International** for a **Comprehensive Plan Transportation Element Update** for the Towns of Mills, Evansville, and Bar Nunn.
13. Approving a **Vacation and Replat** Lots 5 and 6, Harmony Hills Addition No. 2 – Phase 2, and Lot 4A, Harmony Hills Addition No. 2 – Phase 2, Lots 3A and 4A, to Create **Harmony Hills Addition No. 2 Phase 2A**, Generally Located at the Southeast Intersection of Wyoming Boulevard and Tranquility Way.
14. Approving a **Vacation and Replat** of Eastward Heights VIII, Lots 11-15, to Create **Eastward Heights VIII**, Lot 16, Located at 1460, 1462, 1464, 1466 Missouri Avenue.
15. Rescinding Resolution Nos. 14-72 and 14-73, and **Establishing Fees** for Use of the **Casper Family Aquatic Center** and the **Outdoor Swimming Pools**.

9. MINUTE ACTION

A. Consent

1. Authorizing a Refund to the **U.S. Department of Housing and Urban Development** in the Amount of \$41,470.
2. Authorizing the Purchase of One (1) New **Ford Explorer**, from **Fremont Motor Company**, Lander, Wyoming, in the Amount of \$33,559.10, to be Used in the Casper Police Department.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	X
	X	X
		X

2015 Goals		
Downtown	Infrastructure	Recreation

9. MINUTE ACTION (continued)

A. Consent

- 3. Authorizing the Purchase of One (1) New **Utility Vehicle**, from **Stotz Equipment**, Casper, Wyoming, in the Amount of \$18,499, to be Used at the Hogadon Section of the Leisure Services Department.
- 4. Authorizing the Purchase of Two (2) New **Mack, LR613, Side-load Sanitation Trucks**, from **CMI-TECO** of Mills, Wyoming, in the Amount of \$573,344.90, to be Used by the Solid Waste Division, of the Public Services Department.
- 5. Authorizing the Purchase of One (1) New **Duplex Forklift**, from **Wyoming Machinery Company**, Casper, Wyoming, in the Amount of \$44,905, to be Used in the Solid Waste Division of the Public Service Department.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Upcoming Council meetings

Council meetings

- 6:00 p.m. Tuesday, June 21, 2016 – Council Chambers
- 6:00 p.m. Tuesday, July 5, 2016 – Council Chambers

Work sessions

- 4:30 p.m. Tuesday, June 14, 2016 – Council Meeting Room
- 4:30 p.m. Tuesday, June 28, 2016 – Council Meeting Room

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 17, 2016

Casper City Council met in regular session at 6:15 p.m., Tuesday, May 17, 2016. Present: Councilmen Cathey, Heili, Hopkins, Johnson, Miller, Pacheco, Powell, Schlager and Mayor Sandoval. The meeting was delayed because of technical issues.

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 May 3, 2016, regular Council meeting, as published in the Casper-Star Tribune on May 10, 2016. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Schlager, to, by minute action, approve payment of the May 17, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims		
05/17/16		
609Consult	Services	\$19,282.55
71Construction	Projects	\$8,808.59
AAALandscaping	Services	\$120.00
AceSandblasting	Services	\$710.00
Adecco	Services	\$158.40
AHiatt	Reimb	\$55.20
AMBI	Services	\$1,151.90
AmericanTitle	Services	\$255.00
ArrowheadHeating	Services	\$180.00
Balefill	Services	\$115,051.78
BankOfAmerica	Goods	\$191,444.25
BarDSigns	Goods	\$330.00
Brenntag	Goods	\$17,778.25
Burns&McDonnellEngineering	Services	\$15,455.13
C Haler	Reimb	\$100.00
Carus	Goods	\$7,560.00
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$449,156.10
CasperPubUtilities	Services	\$125.54
Centurylink	Services	\$6,311.46
Charter	Services	\$452.95
CHDiagnostic	Services	\$1,120.00
CHuffman	Refund	\$23.33
CIGNA	Services	\$12,271.98
CityofCasper	Services	\$15.00
CivilEngineeringProfessionals	Projects	\$16,889.82
CLake	Reimb	\$126.00
CMITeco	Goods	\$1,224.08

CmmntyBldrs	Services	\$3,080.70
CMoser	Refund	\$175.00
CommRecFoundation	Services	\$1,947.83
CommTech	Goods	\$10,524.08
CommunityActionPartnership	Funding	\$165,453.00
ContAlcoholMont	Supplies	\$1,423.57
CowboyChemical	Supplies	\$29.00
Dell	Goods	\$6,131.25
DeltaDental	Services	\$38,795.13
DoubleDWelding	Services	\$425.00
DowntownDevelopmentAuth	Funding	\$203,118.10
DPCIndustries	Goods	\$5,534.67
DrvrAlliantIns	Ins	\$100.00
EngDsgnAssoc	Services	\$4,310.00
FDelaCruz	Refund	\$13.66
FirstData	Services	\$9,247.45
FirstInterstateBank	Services	\$3,707.10
FmlyJrnyCtr	Services	\$693.98
GarlickLaw	Services	\$881.00
GGarcia	Refund	\$11.34
GMarshInc	Services	\$5,915.25
GolderAssociates	Services	\$5,370.76
HaseldenWYConst	Services	\$23,853.47
HDR Engineering	Projects	\$1,727.55
HewlettPackard	Goods	\$1,119.52
Homax	Goods	\$3,289.77
HydroConst	Supplies	\$568,754.08
InbergMillerEngineers	Services	\$2,111.00
IntegrityTank	Supplies	\$89,999.17
IShields	Refund	\$28.50
ITCElec	Services	\$11,208.76
JCKirk	Reimb	\$57.00
JKKearney	Refund	\$113.92
JKnopp	Reimb	\$166.00
JTLGroup	Services	\$1,085,756.16
KubwaterResources	Goods	\$9,678.03
LaborReady	Services	\$2,623.95
LGriffith	Reimb	\$226.00
LnclnNtlLife	Services	\$281.07
Manpower	Services	\$855.15
NatlDevelopmentCouncil	Services	\$833.33
NCSheriffsOffice	Funding	\$7,500.00
NevesUniforms	Goods	\$239.80
NWCommunity Action	Services	\$1,159.65
Pepsi	Goods	\$1,448.50
PieceACake	Goods	\$75.00

PJones	Reimb	\$500.08
Pntwrks	Services	\$341.47
PopeConstruction	Projects	\$13,185.00
PostalPros	Services	\$8,892.29
Qwest	Phone	\$17,536.57
RamshornConstruction	Projects	\$118,485.00
RegionalWater	Services	\$237,378.22
ResourceStaff	Services	\$655.76
Rev3Adventure	Funding	\$10,000.00
RGonzalez	Refund	\$45.34
RockyMtnPower	Services	\$151,067.13
SkylineRanches	Services	\$773.43
Smarsh	Services	\$3,349.00
SmartSpec	Supplies	\$560.00
StaffordSports	Supplies	\$9,698.00
StantecConsultingSvcsInc	Projects	\$15,469.30
StarLineFeeds	Goods	\$349.30
StealthPartnerGroup	Services	\$59,035.96
StevensEng	Services	\$3,336.00
StotzEquipment	Goods	\$6,800.00
SyscoFoodSvcs	Goods	\$5,162.86
T Gollnick	Reimb	\$100.00
Terracon	Goods	\$880.00
TretoConst	Services	\$22,519.12
TretoConstruction	Projects	\$202,672.08
TRoylance	Reimb	\$31.38
VentureTech/ISC	Services	\$304.43
VGonzales	Reimb	\$22.50
VisionServicePlan	Services	\$1,489.20
WardwellWater&Sewer	Services	\$14.27
WasteWaterTreatment	Funding	\$250,548.75
WaterTechnologyGroup	Services	\$9,532.14
WesternWaterConsult	Services	\$1,910.00
WestlandPark	Services	\$4,202.12
WolfGangOfWY	Services	\$3,833.33
Worldwash	Services	\$550.00
WyAssocMunicipalities	Services	\$80.75
WyConferenceMuniCourts	Services	\$810.00
WyDeptEmployment	Services	\$10,665.81
WyDeptRevenue	Taxes	\$11,020.38
WyDEQ	Services	\$1,392.00
WYDOT	Services	\$75,830.80
WyLawEnforcementAcademy	Services	\$146.50
WyMachinery	Goods	\$16,123.99
ZSzekely	Services	\$568.50
		\$4,424,094.32

Mayor Sandoval thanked the participants of the third class of the Citizens' Academy. The program is an 8 week course that highlights different City departments each week and included lectures, tours and demonstrations to help participants better understand City operations. The following participants were presented with certificates: Edward Berg, Lindsey Coffman, Renee Hahn, Kim Rightmer, Jackie Schulte, Cameron Wagner, and Anne Williamson. Karin East and Renee Penton-Jones were also acknowledged, but were unable to attend.

Mayor Sandoval presented Cassia Smith, Budget Administrator of the Administrative Services Department, a certificate of recognition for her efforts in preparation of the City of Casper budget. The Government Finance Officers' Association has awarded the City of Casper its Distinguished Budget Presentation Award for its Fiscal Year 2016 budget.

Moved by Councilman Cathey, seconded by Councilman Hopkins, to, by minute action: establish June 7, 2016, as the public hearing date for the consideration of:

- a. annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Heritage Hills Addition No. 5 complies with W.S. 15-1-402;
- b. new Microbrewery Liquor License No. 3, Skull Tree Brewing, LLC, located at 1530 Burlington Avenue; and,

Establish June 21, 2016, as the public hearing date for consideration of:

- a. Fiscal Year 2016 budget adjustments.
- b. Adoption of the fiscal year 2016-2017 budget.

Motion passed.

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

ORDINANCE NO. 7-16

AN ORDINANCE AMENDING SECTION 9.44.030 OF THE
CASPER MUNICIPAL CODE PERTAINING TO DISCHARGE
OF FIREARMS AND OTHER WEAPONS.

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

Following resolution read:

RESOLUTION NO.16-132

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN
THE CITY OF CASPER AND LOGAN SIMPSON DESIGN INC.
FOR A COMPREHENSIVE PLAN UPDATE AND REVISION.

Councilman Heili presented the foregoing resolution for adoption. Seconded by Councilman Hopkins. City Manager McDonald provided a brief report and requested that City staff share more information on the project. Andrew Nelson, City of Casper Metropolitan Planning Organization Manager, described the process for the selection of the firm. Aaron Kloke, City of Casper Associate Planner, provided further information on the project and described the timeline. Logan Simpson Representatives, Kristina Kachur and Megan Moore, further described the key stages of the project, the community involvement pieces, and the tools that will be used to carry out the project. Both ladies answered further questions posed by Council. Craig Collins, Casper

City Planner, also clarified the purpose of the plan and how it would help minimize future zoning issues. Mayor Sandoval asked for further discussion and a vote from Council. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-133

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COMMUNICATION TECHNOLOGIES, INC. FOR THE INSTALLATION OF EQUIPMENT IN REPLACEMENT FIRE - EMS STAFF VEHICLES.

RESOLUTION NO. 16-134

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF SPILLMAN MOBILE FIELD REPORTING MODULE.

RESOLUTION NO. 16-135

A RESOLUTION ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEMS.

RESOLUTION NO. 16-136

A RESOLUTION APPROVING THE CITY OF CASPER'S TITLE VI PROGRAM AS REQUIRED BY THE DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE AND AUTHORIZED BY THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. § 2000D ET SM.

RESOLUTION NO. 16-137

A RESOLUTION APPROVING THE VACATION AND REPLAT OF TRACT B OF FALCON CREST III AND TRACT B AND TRACT C OF FALCON CREST IV, TO CREATE MCKINLEY HEIGHTS; AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 16-138

A RESOLUTION APPROVING THE SUB -AREA PLAN FOR PORTIONS OF THE HEIGHTS ADDITION, A PORTION OF THE MCMURRY BUSINESS PARK PLANNED UNIT DEVELOPMENT.

RESOLUTION NO. 16-139

A RESOLUTION AUTHORIZING A CONTRACT FOR THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND LSC TRANSPORTATION CONSULTANTS FOR A TRANSIT ROUTE AND SCHEDULING ANALYSIS.

RESOLUTION NO. 16-140

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH PETER ALBRECHT COMPANY, INC., FOR THE CASPER EVENTS CENTER THEATRICAL FLY SYSTEM PROJECT.

RESOLUTION NO.16-141

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PROCESS POWER AND CONTROL, INC., FOR THE CASPER EVENTS CENTER LIGHTING, PROJECT NO. 15-54.

RESOLUTION NO. 16-142

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ACCESS PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT.

RESOLUTION NO. 16-143

A RESOLUTION AUTHORIZING THE EXECUTION OF UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT.

RESOLUTION NO. 16-144

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT.

RESOLUTION NO. 16-145

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 2016 PEDESTRIAN PATHWAYS PROJECT.

RESOLUTION NO. 16-146

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INBERG-MILLER ENGINEERS, INC., FOR ENGINEERING DESIGN SERVICES FOR THE LOWER EASTDALE CREEK CHANNEL IMPROVEMENTS PROJECT.

RESOLUTION NO. 16-147

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH PEAK LABORATORIES FOR CONSTRUCTION QUALITY CONTROL OVERSIGHT

AND PROJECT ADMINISTRATION FOR CONSTRUCTION OF THE LANDFILL GAS COLLECTION AND CONTROL SYSTEM AT THE CLOSED BALEFILL.

RESOLUTION NO. 16-148

A RESOLUTION AUTHORIZING AMENDMENT NO. 3 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES, INC., FOR THE NORTH PLATTE RIVER RESTORATION PHASE II PROJECT.

RESOLUTION NO. 16-149

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE FORT SALOON `N EATERY FOR OPERATION OF THE CONCESSION BUILDING AT CROSSROADS COMPLEX.

Councilman Powell presented the foregoing seventeen (17) resolutions for adoption. Seconded by Councilman Schlager. Motion passed.

Moved by Councilman Hopkins, seconded by Councilman Miller, to, by consent minute action, authorize the purchase of two Motorola APX7500 dual-band mobile radios and two Motorola APX6500 mobile radios, in the amount of \$21,314; change of one of the dispensing rooms for CRU, LLC, d.b.a. Parkway Plaza Hotel & Conference Centre, Resort License No. 3, 123 West “E” Street; and acknowledge receipt of and authorizing the inclusion of the Fiscal Year 2016-2017 Summary Proposed Budget into the minutes, as follows:

All Funds Requested Budget Summary
(Budget Basis)
FY 2016 - 2017

	FY 2017 Proposed
	\$
General Fund	46,551,055
Capital Projects Funds	
Capital Projects Funds	6,389,610
Capital Equipment	1,498,514
Optional One Cent #13 Sales Tax	1,209,600
Optional One Cent #14 Sales Tax	4,500
Optional One Cent #15 Sales Tax	10,389,554
Opportunities Fund	4,811
Enterprise Funds	
Water	15,812,955
Water Treatment Plant	2,987,024
Sewer	7,226,652
Wastewater Treatment Plant	8,339,610
Refuse Collection	9,125,702
Balefill	9,160,193
Casper Events Center	3,168,941
Golf Course	805,469
Casper Recreation Center	1,160,299
Aquatics	1,079,679
Ice Arena	589,240
Hogadon Ski Area	834,044
Parking Lots	19,181
Special Revenue Funds	
Weed & Pest Control	629,969

Transit Services		2,675,938
Community Development Block Grant		309,785
Metropolitan Planning Office		946,452
Police Grants		148,279
Fire Grants		180,000
Redevelopment Loan Fund		67,119
Revolving Land Fund		495,216
Special Reserves Fund		1,426,576
Debt Services Funds		
Special Assessments		1,092
Internal Services Funds		
Central Garage		2,883,013
Information Technology		1,434,970
Buildings & Structures		860,689
City Campus		285,796
Property & Liability Insurance		2,639,083
Variable Services Fund		784,911
Trust & Agency Funds		
Perpetual Care		2,849,863
Metro Animal Services		1,206,096
Public Safety Communications		2,562,167
Health Insurance		9,599,365
Total	\$	158,343,012
Less Intergovernmental Transactions		
Transfers Out		19,703,743
Internal Services Charges		5,954,962
Administration Fees		1,184,194
Total	\$	26,842,899
Total	\$	131,500,113

Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 N. Kimball, regarding the State of Wyoming public scoping meetings for the coal industry; Dale Zimmerle, 3035 Bellaire, regarding beginning Council meetings with prayer; Shane Eli, 2382 Sagewood, regarding prayer; Michael Tate, 2220 Blaire, regarding prayer; and Tracy LaMont, 721 E. 12th, acknowledging clarification he has received on City projects.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 24, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 7, 2016, in the Council Chambers.

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

The meeting was adjourned at 7:45 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

71 CONSTRUCTION, INC.

RIN0026676 RETAINAGE	(\$6,875.42)	
	(\$6,875.42) Subtotal for Dept.	Capital Projects
9088 21ST & POPLAR TO WALNUT	\$5,699.43	
RIN0026676 CARNATION STREET IMPROVEMENTS	\$62,904.20	
	\$68,603.63 Subtotal for Dept.	Streets
RIN0026676 CARNATION STREET IMPROVEMENTS	\$5,850.00	
	\$5,850.00 Subtotal for Dept.	Water
	\$67,578.21 Subtotal for Vendor	

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

16-04-400 POSTAGE	\$53.52	
	\$53.52 Subtotal for Dept.	Engineering
16-04-402 POSTAGE	\$59.78	
	\$59.78 Subtotal for Dept.	Fire
16-04-403 POSTAGE	\$7.79	
	\$7.79 Subtotal for Dept.	Fort Caspar
16-04-408 POSTAGE	\$16.60	
	\$16.60 Subtotal for Dept.	Human Resources
16-04-412 POSTAGE	\$425.15	
	\$425.15 Subtotal for Dept.	Police
16-04-409 POSTAGE	\$6.89	
	\$6.89 Subtotal for Dept.	Property & Liability Insurance
16-04-407 POSTAGE	\$104.27	
	\$104.27 Subtotal for Dept.	Water
	\$674.00 Subtotal for Vendor	

A-1 PORTABLES & SERVICES

1152 PORTABLE	\$110.00	
	\$110.00 Subtotal for Dept.	Balefill
	\$110.00 Subtotal for Vendor	

ADECCO USA, INC.

68074058 TEMPORARY SERVICES	\$158.40	
68082470 TEMPORARY SERVICES	\$158.40	
68091597 TEMPORARY SERVICES	\$158.40	
	\$475.20 Subtotal for Dept.	Balefill
	\$475.20 Subtotal for Vendor	

ALBERTA GIRALDO

RIN00026667 COURT INTERPRETER	\$40.00	
	\$40.00 Subtotal for Dept.	Municipal Court
	\$40.00 Subtotal for Vendor	

ALFRED ANDREW EWAYS

RIN0026633 METH CONFERENCE SPEAKER	\$118.08	
	\$118.08 Subtotal for Dept.	Police Grants

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

ALFRED ANDREW EWAYS

\$118.08 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

80-116357 OWNER/ENCUMBRANCE REPORT

\$85.00

\$85.00 Subtotal for Dept. Code Enforcement

\$85.00 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

103043 INSTALL EQUIPMENT

\$1,464.64

\$1,464.64 Subtotal for Dept. Fleet Maintenance

15842 TOOL BOX - STEEL

\$689.75

103051 INSTALL EQUIPMENT

\$1,464.64

\$2,154.39 Subtotal for Dept. Parks

103050 INSTALL EQUIPMENT

\$1,464.64

15831 RECYCLE CONTAINERS

\$5,099.02

\$6,563.66 Subtotal for Dept. Refuse Collection

103044 INSTALL EQUIPMENT

\$1,464.64

103041 INSTALL EQUIPMENT

\$1,464.64

103042 INSTALL EQUIPMENT

\$1,464.64

\$4,393.92 Subtotal for Dept. Water

\$14,576.61 Subtotal for Vendor

ANAGNOSTOPULOS, LISA

RIN0026704 UTILITY REFUND

\$56.57

\$56.57 Subtotal for Dept. Water

\$56.57 Subtotal for Vendor

ANDREEN HUNT CONSTRUCTION, INC.

3005 2ND ST WATER MAIN LOOP

\$7,500.00

3006 RETAINAGE

\$11,915.95

\$19,415.95 Subtotal for Dept. Water

\$19,415.95 Subtotal for Vendor

ANDREW NELSON

RIN0026666 CONFERENCE REGISTRATION

\$30.00

RIN0026666 CONFERENCE REGISTRATION

\$30.00

\$60.00 Subtotal for Dept. C.A.T.C.

RIN0026635 DUES REIMBURSEMENT

\$16.64

RIN0026635 DUES REIMBURSEMENT

\$158.36

\$175.00 Subtotal for Dept. Metropolitan Planning

\$235.00 Subtotal for Vendor

ASHTEN HANSON

RIN0026658 UTILITY REFUND

\$76.33

\$76.33 Subtotal for Dept. Water

\$76.33 Subtotal for Vendor

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

ATLANTIC ELECTRIC, INC.

RIN0026672 RETAINAGE

\$1,505.75
\$1,505.75 Subtotal for Dept. General
\$1,505.75 Subtotal for Vendor

BAKER, JOHNNY

0026485991 UTILITY REFUND

\$10.87
\$10.87 Subtotal for Dept. Water
\$10.87 Subtotal for Vendor

BARNHART CHRISTENSEN

RIN0026657 UTILITY REFUND

\$20.93
\$20.93 Subtotal for Dept. Water
\$20.93 Subtotal for Vendor

BIG HORN ROOFING, INC.

15407 REPAIRS

\$103.89
\$103.89 Subtotal for Dept. Waste Water
\$103.89 Subtotal for Vendor

BRAD HATCH

RIN0026379 TRAVEL REIMBURSEMENT

\$54.81
\$54.81 Subtotal for Dept. Aquatics
\$54.81 Subtotal for Vendor

BRENTON, JESSICA

0026485994 UTILITY REFUND

\$48.07
\$48.07 Subtotal for Dept. Water
\$48.07 Subtotal for Vendor

BRODERICK, BECKY

0026576838 UTILITY REFUND

\$6.67
\$6.67 Subtotal for Dept. Water
\$6.67 Subtotal for Vendor

CAROLINA SOFTWARE

61236 SOFTWARE

\$1,800.00
\$1,800.00 Subtotal for Dept. Balefill
\$1,800.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

2016-403 BUS EXPENSES

\$26,099.00

2016-404 CATC EXPENSES

\$38,043.00

2016-402 BUS EXPENSES

\$25,517.00

2016-401 CATC EXPENSES

\$41,043.00

\$130,702.00 Subtotal for Dept. C.A.T.C.

RIN0026665 TICKETS/TOKENS

\$221.24
\$221.24 Subtotal for Dept. CDBG

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

CASPER AREA TRANSPORTATION COALITION

\$130,923.24 Subtotal for Vendor

CASPER HOUSING AUTHORITY

104 FUNDING

\$32,991.45

\$32,991.45 Subtotal for Dept. One Cent #15

\$32,991.45 Subtotal for Vendor

CENTRAL WYOMING SKATING ASSOC.

1306 FUNDING

\$1,310.83

\$1,310.83 Subtotal for Dept. Social Community Services

\$1,310.83 Subtotal for Vendor

CENTURYLINK

RIN0026663 PHONE USE

\$36.34

\$36.34 Subtotal for Dept. Balefill

RIN0026638 PHONE USE

\$74.74

RIN0026638 PHONE USE

\$43.88

\$118.62 Subtotal for Dept. Casper Events Center

RIN0026662 PHONE USE

\$5.27

\$5.27 Subtotal for Dept. Cemetery

RIN0026638 PHONE USE

\$86.66

RIN0026680 PHONE USE

\$11,038.13

RIN0026680 PHONE USE

\$29.70

RIN0026680 PHONE USE

\$490.86

\$11,645.35 Subtotal for Dept. Communications Center

RIN0026638 PHONE USE

\$37.75

\$37.75 Subtotal for Dept. Engineering

AP00014305271612 PHONE USE

\$1,026.15

\$1,026.15 Subtotal for Dept. Finance

RIN0026680 PHONE USE

\$164.12

RIN0026680 PHONE USE

\$104.57

\$268.69 Subtotal for Dept. Fire

RIN0026638 PHONE USE

\$43.58

\$43.58 Subtotal for Dept. Municipal Court

RIN0026638 PHONE USE

\$61.32

\$61.32 Subtotal for Dept. Parking

RIN0026638 PHONE USE

\$37.75

RIN0026680 PHONE USE

\$35.61

\$73.36 Subtotal for Dept. Police

RIN0026662 PHONE USE

\$42.75

\$42.75 Subtotal for Dept. Sewer

RIN0026662 PHONE USE

\$44.51

\$44.51 Subtotal for Dept. Waste Water

\$13,403.69 Subtotal for Vendor

CH2M HILL, INC.

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

CH2M HILL, INC.

381064434 PRELIMINARY FACILITIES Plan

\$17,345.74
\$17,345.74 Subtotal for Dept. Waste Water
\$17,345.74 Subtotal for Vendor

CHAD ZIEHL

RIN0026622 BOOT REIMBURSEMENT

\$85.00
\$85.00 Subtotal for Dept. Waste Water
\$85.00 Subtotal for Vendor

CHARLES MCCAIN

RIN0026654 BOOT REIMBURSEMENT

\$36.99
\$36.99 Subtotal for Dept. Weed And Pest
\$36.99 Subtotal for Vendor

CHRIS GOULD

05251623977 TOOL REIMBURSEMENT

\$91.60
\$91.60 Subtotal for Dept. Fleet Maintenance
\$91.60 Subtotal for Vendor

CHRIS HADLOCK

RIN0026632 TOBACCO COMPLIANCE CHECKS
RIN0026673 COMPLIANCE CHECKS
RIN0026673 COMPLIANCE CHECKS

\$270.00
\$359.03
\$529.71
\$1,158.74 Subtotal for Dept. Police Grants
\$1,158.74 Subtotal for Vendor

CHRISTINE ROGERS

RIN0026676 REIMBURSEMENT

\$25.00
\$25.00 Subtotal for Dept. Municipal Court
\$25.00 Subtotal for Vendor

CIGNA HEALTH & LIFE INSURANCE COMPANY

1970029 PLAN ADMINISTRATION FEES

\$12,297.60
\$12,297.60 Subtotal for Dept. Health Insurance
\$12,297.60 Subtotal for Vendor

CITY OF CASPER

1339/139872 HEALTH LICENSE

\$125.00
\$125.00 Subtotal for Dept. Casper Events Center

1341/139779 HEALTH LICENSE

\$100.00
\$100.00 Subtotal for Dept. Ice Arena

5128/139660 GIS EXPENSES

\$9,350.64

5128/139660 GIS EXPENSES

\$982.70

\$10,333.34 Subtotal for Dept. Metropolitan Planning

138897 COMMUNITY PROMOTIONS

\$250.00

139696 COMMUNITY PROMOTIONS

\$1,380.00

139573 COMMUNITY PROMOTIONS

\$120.00

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

CITY OF CASPER

139517 COMMUNITY PROMOTIONS

\$325.00
\$2,075.00 Subtotal for Dept. Social Community Services
\$12,633.34 Subtotal for Vendor

CITY OF CASPER - BALEFILL

525/139541 SANITATION	\$23.50	
	\$23.50	Subtotal for Dept. Hogadon
247/139500 SANITATION	\$15.00	
247/140277 SANITATION	\$15.00	
247/140232 SANITATION	\$15.00	
247/140316 SANITATION	\$15.00	
247/139684 SANITATION	\$16.92	
247/139663-139666 SANITATION	\$400.00	
247/139709 SANITATION	\$15.00	
	\$491.92	Subtotal for Dept. Parks
1342/139681 SANITATION	\$15.00	
1342/140251 SANITATION	\$15.00	
	\$30.00	Subtotal for Dept. Recreation
2772/140246-260 SANITATION	\$6,822.48	
2772/140215 SANITATION	\$6,827.22	
2772/139761 SANITATION	\$7,152.89	
2772/139722 SANITATION	\$7,155.75	
2772/139513 SANITATION	\$7,402.03	
2772/139620 SANITATION	\$5,808.69	
2772/139627 SANITATION	\$322.89	
2772/139567 SANITATION	\$6,080.86	
2772/140297 SANITATION	\$7,857.93	
2772/139693 SANITATION	\$7,497.91	
2772/139543 SANITATION	\$6,559.75	
2772/140484 SANITATION	\$6,656.61	
2772/140382 SANITATION	\$7,342.81	
2772/140335 SANITATION	\$8,059.56	
	\$91,547.38	Subtotal for Dept. Refuse Collection
1276/140244 SANITATION	\$105.75	
1276/139718 SANITATION	\$160.27	
1276/140332 SANITATION	\$123.14	
1276/139511 SANITATION	\$177.19	
1276/139618 SANITATION	\$112.80	
	\$679.15	Subtotal for Dept. Waste Water
	\$92,771.95	Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

15-031-05 DESIGN	\$750.00	
15-031-04 DESIGN	\$615.00	
16-105-02 END OF YEAR SURVEY	\$217.50	
	\$1,582.50	Subtotal for Dept. Balefill
15-035-04 LANDSCAPING	\$400.00	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

CIVIL ENGINEERING PROFESSIONALS, INC.

\$400.00 Subtotal for Dept. Metro Animal
\$1,982.50 Subtotal for Vendor

CLINT CONNER

05H 1401 001 0213 CLOTHING REIMBURSEMENT

\$100.00
\$100.00 Subtotal for Dept. Water
\$100.00 Subtotal for Vendor

COLBY BUTLER

RIN0026678 UTLITY REFUND

\$42.08
\$42.08 Subtotal for Dept. Water
\$42.08 Subtotal for Vendor

COLLECTION CENTER INC.

974300000274 COLLECTION FEES

\$7.36
\$7.36 Subtotal for Dept. Code Enforcement

974500000082 COLLECTION FEES

\$122.40
\$122.40 Subtotal for Dept. Municipal Court

972000000328 COLLECTION FEES

\$124.72
\$124.72 Subtotal for Dept. Refuse Collection

972000000328 COLLECTION FEES

\$94.78
\$94.78 Subtotal for Dept. Sewer

974300000274 COLLECTION FEES

\$2,484.01
\$279.37
\$2,763.38 Subtotal for Dept. Water

972000000328 COLLECTION FEES

\$3,112.64 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

76681 TOWER ANTENNA REPAIR

\$103.00
\$103.00 Subtotal for Dept. Communications Center

77213 REPAIRS

\$51.50

77202 REPAIRS

\$103.00

77208 REPAIRS

\$103.00

\$257.50 Subtotal for Dept. Police

76536 BRACKETS

\$95.50

76684 RADAR INSTALLATION

\$154.50

76685 RADAR INSTALLATION

\$154.50

76563 BRACKETS

\$95.50

77211 SIREN CONTROLLERS

\$453.00

76512 LIGHTBAR

\$568.00

76562 BRACKETS

\$95.50

77201 RADAR INSTALLATION

\$154.50

77214 BRACKETS

\$95.50

77027 APX CHARGERS

\$103.00

\$1,969.50 Subtotal for Dept. Police Equipment
\$2,330.00 Subtotal for Vendor

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

CRIME SCENE INFORMATION

157-12-051 CRIMESTOPPERS LINE	\$86.25	
157-12-050 CRIME STOPPERS LINE	\$86.25	
	\$172.50	Subtotal for Dept. Police
	\$172.50	Subtotal for Vendor

CROPSEY, MORGAN

0026485993 UTILITY REFUND	\$51.82	
	\$51.82	Subtotal for Dept. Water
	\$51.82	Subtotal for Vendor

DAKOTA WALKER

RIN0026659 UTILITY REFUND	\$42.42	
	\$42.42	Subtotal for Dept. Water
	\$42.42	Subtotal for Vendor

DAROLD HUFFMAN

RIN0026653 BOOT REIMBURSEMENT	\$75.00	
	\$75.00	Subtotal for Dept. Refuse Collection
	\$75.00	Subtotal for Vendor

DAVE LODEN CONSTRUCTION

RIN0026634 ROOF REPLACEMENTS	\$110,095.00	
	\$110,095.00	Subtotal for Dept. Buildings & Grounds
RIN0026634 RETAINAGE	(\$6,173.25)	
	(\$6,173.25)	Subtotal for Dept. Capital Projects
RIN0026634 ROOF REPLACEMENTS	\$13,370.00	
	\$13,370.00	Subtotal for Dept. Waste Water
	\$117,291.75	Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

2016-04CASPER FIXED MANAGEMENT FEE	\$6,754.35	
	\$6,754.35	Subtotal for Dept. Finance
	\$6,754.35	Subtotal for Vendor

DEBBIE L JELINEK

RIN0026650 DAMAGE REIMBURSEMENT	\$650.00	
	\$650.00	Subtotal for Dept. Cemetery
	\$650.00	Subtotal for Vendor

DEIDRA ROWE

RIN0026668 TRAVEL REIMBURSEMENT	\$93.00	
	\$93.00	Subtotal for Dept. Municipal Court
	\$93.00	Subtotal for Vendor

DEPT. OF FAMILY SVCS. - REGISTRY OF ABUSE

0224-FEB16 BACKGROUND CHECKS	\$30.00	
	\$30.00	Subtotal for Dept. Police Grants

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

DEPT. OF FAMILY SVCS. - REGISTRY OF ABUSE

\$30.00 Subtotal for Vendor

DIANE SMITH

RIN0026669 TRAVEL REIMBURSEMENT

\$93.00

\$93.00 Subtotal for Dept. Municipal Court

\$93.00 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3733 REPAIRS

\$135.00

\$135.00 Subtotal for Dept. Balefill

3724 REPAIRS

\$550.00

3709 REPAIRS

\$165.00

3749 REPAIRS

\$950.00

3723 REPAIRS

\$1,985.00

3725 REPAIRS

\$150.00

\$3,800.00 Subtotal for Dept. Fleet Maintenance

3671 REPAIRS

\$3,690.00

\$3,690.00 Subtotal for Dept. Refuse Collection

\$7,625.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000093-16 CHEMICAL

\$5,551.85

\$5,551.85 Subtotal for Dept. Water Treatment Plant

\$5,551.85 Subtotal for Vendor

ELIZABETH GRILL

RIN0026661 TRAVEL EXPENSES

\$383.00

\$383.00 Subtotal for Dept. City Attorney

\$383.00 Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

09380 LIFESTEPS HEATING SYSTEM

\$550.00

\$550.00 Subtotal for Dept. CDBG

\$550.00 Subtotal for Vendor

ENNIS PAINT, INC.

303872 PAINT SUPPLIES

\$23,616.00

303871 PAINT SUPPLIES

\$12,189.00

\$35,805.00 Subtotal for Dept. Streets

\$35,805.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

4130 COUNTRY CLUB ROAD

\$360.50

\$360.50 Subtotal for Dept. Streets

4128 2ND STREET WATER MAIN

\$486.68

\$486.68 Subtotal for Dept. Water

\$847.18 Subtotal for Vendor

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

FARE, JULIE

0026485990 UTILITY REFUND

\$56.57

\$56.57 Subtotal for Dept. Water

\$56.57 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1150713 MERCHANT FEES

\$3,439.25

\$3,439.25 Subtotal for Dept. Balefill

REMI1143433 MERCHANT FEES

\$2,274.80

REMI1143441 MERCHANT FEES

\$2,084.60

\$4,359.40 Subtotal for Dept. Casper Events Center

REMI1150718 MERCHANT FEES

\$33.43

\$33.43 Subtotal for Dept. Cemetery

REMI1150716 MERCHANT FEES

\$199.61

\$199.61 Subtotal for Dept. Code Enforcement

REMI1150717 MERCHANT FEES

\$22.71

\$22.71 Subtotal for Dept. Engineering

REMI1150706 MERCHANT FEES

\$1,650.41

\$1,650.41 Subtotal for Dept. Finance

REMI1150708 MERCHANT FEES

\$64.29

\$64.29 Subtotal for Dept. Fort Caspar

REMI1143436 MERCHANT FEES

\$277.18

\$277.18 Subtotal for Dept. Hogadon

REML1150711 MERCHANT FEES

\$37.94

\$37.94 Subtotal for Dept. Metro Animal

REMI1150712 MERCHANT FEES

\$168.94

\$168.94 Subtotal for Dept. Municipal Court

\$10,253.16 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0026640 PETTY CASH - FT CASPAR

\$32.21

RIN0026640 PETTY CASH - FT CASPAR

\$15.69

RIN0026640 PETTY CASH - FT CASPAR

\$12.52

\$60.42 Subtotal for Dept. Fort Caspar

RIN0026640 PETTY CASH - FT CASPAR

\$7.00

\$7.00 Subtotal for Dept. General

RIN0026643 PETTY CASH - METRO

\$336.46

\$336.46 Subtotal for Dept. Metro Animal

RIN0026392 POOLS START UP CASH

\$1,000.00

\$1,000.00 Subtotal for Dept. Aquatics

RIN0026700 PETTY CASH - FIRE

\$12.76

RIN0026700 PETTY CASH - FIRE

\$13.95

RIN0026700 PETTY CASH - FIRE

\$81.54

\$108.25 Subtotal for Dept. Fire

RIN0026701 WITNESS FEES

\$15.00

\$15.00 Subtotal for Dept. Municipal Court

RIN0026702 PETTY CASH - SOLID WASTE

\$18.00

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

FIRST INTERSTATE BANK - PETTY CASH

RIN0026702 PETTY CASH - SOLID WASTE

\$0.98

\$18.98 Subtotal for Dept. Refuse Collection

\$1,546.11 Subtotal for Vendor

FISCHER BODY SHOP CORP.

23661 REPAIRS

\$3,607.31

\$3,607.31 Subtotal for Dept. Fleet Maintenance

\$3,607.31 Subtotal for Vendor

GARY G. WAY

RIN0026660 TRAVEL REIMBURSEMENT

\$277.15

\$277.15 Subtotal for Dept. City Attorney

\$277.15 Subtotal for Vendor

GOLD LABEL DOOR COMPANY

56891 LIGHT EQUIPMENT

\$10,950.00

\$10,950.00 Subtotal for Dept. Casper Events Center

\$10,950.00 Subtotal for Vendor

GOLDER ASSOCIATES

446668 MONITORING

\$204.75

446671 REVIEW

\$190.00

446670 AUTOMATED LEACHATE COLLECTION

\$6,116.92

446927 BALEFILL POST CLOSURE

\$2,870.01

446998 MONITORING

\$588.95

\$9,970.63 Subtotal for Dept. Balefill

\$9,970.63 Subtotal for Vendor

GPC ARCHITECTS PLLC

RIN0026648 HOGADON LODGE

\$4,200.00

\$4,200.00 Subtotal for Dept. Hogadon

\$4,200.00 Subtotal for Vendor

GREINER MOTOR CO - CASPER

FT8304 FORD F-150 PICKUP

\$24,279.00

\$24,279.00 Subtotal for Dept. Buildings And Grounds

FT8299 FORD F-150 PICKUP

\$23,479.00

\$23,479.00 Subtotal for Dept. Code Enforcement

FT8309 FORD F-150 PICKUP

\$21,371.00

FT8308 FORD F-150 PICKUP

\$20,466.00

\$41,837.00 Subtotal for Dept. Fire Equipment

FT8301 FORD F-150 PICKUP

\$25,734.00

\$25,734.00 Subtotal for Dept. Metro Animal

FT8298 FORD F-150 PICKUP

\$27,959.00

\$27,959.00 Subtotal for Dept. Parks

FT8300 FORD F-150 PICKUP

\$27,959.00

\$27,959.00 Subtotal for Dept. Refuse Collection

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

GREINER MOTOR CO - CASPER

FT8307 FORD F-150 PICKUP	\$23,879.00		
	\$23,879.00	Subtotal for Dept.	Waste Water
FT8306 FORD F-150 PICKUP	\$24,479.00		
FT8305 FORD F-150 PICKUP	\$25,479.00		
FT8303 FORD F-150 PICKUP	\$23,684.00		
FT8302 FORD F-150 PICKUP	\$25,259.00		
	\$98,901.00	Subtotal for Dept.	Water
	\$294,027.00	Subtotal for Vendor	

GRIZZLY EXCAVATING & CONST. LLC.

2012986 CASPER LOGISTICS HUB	\$569.72		
2012986 CASPER LOGISTICS HUB	\$8,000.00		
	\$8,569.72	Subtotal for Dept.	Sewer
	\$8,569.72	Subtotal for Vendor	

GSG ARCHITECTURE

1605003 FIRE STATION #6 - DESIGN	\$14,230.85		
	\$14,230.85	Subtotal for Dept.	Fire
	\$14,230.85	Subtotal for Vendor	

GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.

43 POLYGRAPHS	\$300.00		
43 POLYGRAPHS	\$200.00		
	\$500.00	Subtotal for Dept.	Police
	\$500.00	Subtotal for Vendor	

HALL, HOAGIE

0026485988 UTILITY REFUND	\$45.07		
	\$45.07	Subtotal for Dept.	Water
	\$45.07	Subtotal for Vendor	

HASELDEN WYOMING CONSTRUCTORS LLC

RIN0026655 RETAINAGE	\$60,319.64		
	\$60,319.64	Subtotal for Dept.	Capital Projects
	\$60,319.64	Subtotal for Vendor	

HDR ENGINEERING, INC.

00486087-H STUDIES	\$1,572.28		
	\$1,572.28	Subtotal for Dept.	Water
	\$1,572.28	Subtotal for Vendor	

HEMBREE, DONALD & MARY

0026485998 UTILITY REFUND	\$34.46		
	\$34.46	Subtotal for Dept.	Water
	\$34.46	Subtotal for Vendor	

HEWLETT PACKARD CO.

56911560 DOCKING STATION	\$147.51		
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Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

HEWLETT PACKARD CO.

56911557 DOCKING STATION

\$147.51

\$295.02 Subtotal for Dept. Casper Events Center

57113787 COMPUTER

\$1,027.52

\$1,027.52 Subtotal for Dept. Human Resources

\$1,322.54 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC.

PA1 16-74 HOT MIX

\$1,186.10

\$1,186.10 Subtotal for Dept. Streets

\$1,186.10 Subtotal for Vendor

HILSTON APPRAISALS

D2016-93 APPRAISAL

\$1,500.00

\$1,500.00 Subtotal for Dept. Planning

\$1,500.00 Subtotal for Vendor

HITEK COMMUNICATIONS

1435 INTERNET

\$759.00

\$759.00 Subtotal for Dept. Hogadon

1445 REPAIRS

\$300.00

\$300.00 Subtotal for Dept. Police

\$1,059.00 Subtotal for Vendor

HOLESHOT LAWN CARE & SNOW REMOVAL LLC

INV001 WEED SERVICES

\$90.20

\$90.20 Subtotal for Dept. Code Enforcement

\$90.20 Subtotal for Vendor

HOMAX OIL SALES, INC.

0328609-IN GREASE

\$760.80

\$760.80 Subtotal for Dept. Balefill

0328730-IN DIESEL FUEL

\$39.94

0328730-IN DIESEL FUEL

\$18,692.40

0328161-IN POWERFLOW 32,

\$148.00

0328730-IN DIESEL FUEL

\$399.50

0328732-IN UNLEADED FUEL

\$27,180.96

\$46,460.80 Subtotal for Dept. Fleet Maintenance

\$47,221.60 Subtotal for Vendor

HULT CONSTRUCTION

16001-1 BUILDING PROCUREMENT

\$4,881.77

\$4,881.77 Subtotal for Dept. Balefill

\$4,881.77 Subtotal for Vendor

HUNTER INDUSTRIAL CORPORATION

7455 SUPPLIES

\$1,796.72

\$1,796.72 Subtotal for Dept. Hogadon

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

HUNTER INDUSTRIAL CORPORATION

\$1,796.72 Subtotal for Vendor

INBERG-MILLER ENGINEERS

17466CM03.11 5TH STREET IMPROVEMENTS

\$360.00

\$360.00 Subtotal for Dept. Streets

17466CM01.16 TESTING

\$390.50

\$390.50 Subtotal for Dept. Waste Water

\$750.50 Subtotal for Vendor

INDUSTRIAL CONTAINER SERVICES - CO, LLC.

55763303 BLUE DRUMS

\$3,497.58

\$3,497.58 Subtotal for Dept. Balefill

\$3,497.58 Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0026651 WATERLINE REPLACEMENT

\$146,223.00

\$146,223.00 Subtotal for Dept. Water

\$146,223.00 Subtotal for Vendor

INTEGRITY TANK SERVICE, LLC

1015-033369 RETAINAGE

(\$5,000.00)

1015-033369 PRATT II NORTH TANK INTERIOR

\$50,000.00

\$45,000.00 Subtotal for Dept. Water

\$45,000.00 Subtotal for Vendor

JOHN GALL

1258552 TESTING REIMBURSEMENT

\$110.00

\$110.00 Subtotal for Dept. Fleet Maintenance

\$110.00 Subtotal for Vendor

JOHNSON, JEFF A.

0026485996 UTILITY REFUND

\$49.57

\$49.57 Subtotal for Dept. Water

\$49.57 Subtotal for Vendor

JOHNSON, JENNIFER

0026485989 UTILITY REFUND

\$38.32

\$38.32 Subtotal for Dept. Water

\$38.32 Subtotal for Vendor

JONES, AMANDA

0026576836 UTILITY REFUND

\$18.14

0026576836 UTILITY REFUND

\$75.00

\$93.14 Subtotal for Dept. Water

\$93.14 Subtotal for Vendor

JOSE D ROMERO

RIN0026677 APPLICATION FEE REFUND

\$300.00

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

JOSE D ROMERO

\$300.00 Subtotal for Dept. Planning
\$300.00 Subtotal for Vendor

JOY CLARK

RIN0026664 TUITION REIMBURSEMENT

\$313.98
\$313.98 Subtotal for Dept. Planning
\$313.98 Subtotal for Vendor

JOYNT, BRIAN

0026485984 UTILITY REFUND

\$38.89
\$38.89 Subtotal for Dept. Water
\$38.89 Subtotal for Vendor

KADRMAS, LEE & JACKSON

10068563 SIGNAL TIMING STUDY

\$3,387.08
\$3,387.08 Subtotal for Dept. Traffic
\$3,387.08 Subtotal for Vendor

KCWY-TV

314059 ADVERTISING

\$2,975.00
\$2,975.00 Subtotal for Dept. Golf Course
\$2,975.00 Subtotal for Vendor

KNIFE RIVER/JTL

131277 CRC BASE
131208 CONCRETE
131195 CONCRETE

\$159.45
\$555.00
\$159.68
\$874.13 Subtotal for Dept. Aquatics

131627 DRAINAGE DITCH - E 2ND ST

\$777.00
\$777.00 Subtotal for Dept. Sewer

131854 2ND & CONWELL
131186 PLANT MIX
131896 S CONWELL OFF 3RD ST
131937 S CONWELL OFF 3RD ST
131853 21ST & POPLAR TO WALNUT
131869 S CONWELL OFF 3RD ST
131744 21ST & POPLAR TO WALNUT
131748 21ST & POPLAR TO WALNUT

\$162.74
\$6,219.00
\$1,308.00
\$1,249.00
\$157.80
\$337.00
\$161.45
\$4,155.37
\$13,750.36 Subtotal for Dept. Streets
\$15,401.49 Subtotal for Vendor

KOIS BROTHERS EQUIPMENT

51646 LOADER

\$162,240.00
\$162,240.00 Subtotal for Dept. Streets
\$162,240.00 Subtotal for Vendor

KORMAKUR HOGNASON

RIN0026703 UTILITY REFUND

\$75.00

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

KORMAKUR HOGNASON

\$75.00 Subtotal for Dept. Water
\$75.00 Subtotal for Vendor

KORNEGAY, AMANDA

0026485997 UTILITY REFUND

\$5.74
\$5.74 Subtotal for Dept. Water
\$5.74 Subtotal for Vendor

LABOR READY CENTRAL, INC.

20936312 TEMPORARY SERVICES
20936311 TEMPORARY SERVICES
20936310 TEMPORARY SERVICES
20911720 TEMPORARY SERVICES

\$4,104.00
\$542.64
\$3,719.94
\$243.00
\$8,609.58 Subtotal for Dept. Casper Events Center
\$8,609.58 Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0026679 RETIREE LIFE

\$273.41
\$273.41 Subtotal for Dept. Health Insurance
\$273.41 Subtotal for Vendor

MANPOWER, INC.

30019859 TEMPORARY SERVICES

\$220.16
\$220.16 Subtotal for Dept. Casper Events Center
\$220.16 Subtotal for Vendor

MICHAEL BORAH

RIN0026675 REIMBURSEMENT

\$25.00
\$25.00 Subtotal for Dept. Municipal Court
\$25.00 Subtotal for Vendor

MITCH HILL

237435 CLOTHING REIMBURSEMENT

\$178.54
\$178.54 Subtotal for Dept. Police
\$178.54 Subtotal for Vendor

MORGAN, CHRISTINA/GARETTE

0026485986 UTILITY REFUND

\$49.57
\$49.57 Subtotal for Dept. Water
\$49.57 Subtotal for Vendor

MOTOROLA SOLUTIONS

78342171 MAINTENANCE AGREEMENT
13111778 RADIOS
13109582 FLEET PARTS

\$5,688.62
\$5,688.62 Subtotal for Dept. Communications Center
\$21,314.00
\$21,314.00 Subtotal for Dept. Fire Equipment
\$6,344.00

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

MOTOROLA SOLUTIONS

\$6,344.00 Subtotal for Dept. Police Equipment
\$33,346.62 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

23703 INTERNET ACCESS \$512.50
\$512.50 Subtotal for Dept. Communications Center
AP00017905271612 INTERNET SERVICES \$1,015.00
\$1,015.00 Subtotal for Dept. Finance
\$1,527.50 Subtotal for Vendor

MUNICIPAL CODE CORP.

00270164 MUNICIPAL CODE SUPPLEMENT 60 \$108.30
\$108.30 Subtotal for Dept. City Attorney
00270164 MUNICIPAL CODE SUPPLEMENT 60 \$43.38
\$43.38 Subtotal for Dept. City Manager
00270164 MUNICIPAL CODE SUPPLEMENT 60 \$86.76
\$86.76 Subtotal for Dept. Code Enforcement
00270164 MUNICIPAL CODE SUPPLEMENT 60 \$21.69
\$21.69 Subtotal for Dept. Engineering
00270164 MUNICIPAL CODE SUPPLEMENT 60 \$65.07
\$65.07 Subtotal for Dept. Planning
00270164 MUNICIPAL CODE SUPPLEMENT 60 \$65.07
\$65.07 Subtotal for Dept. Police
00270164 MUNICIPAL CODE SUPPLEMENT 60 \$21.69
\$21.69 Subtotal for Dept. Refuse Collection
00270164 MUNICIPAL CODE SUPPLEMENT 60 \$21.69
\$21.69 Subtotal for Dept. Water
\$433.65 Subtotal for Vendor

NATION, KRISTINA

0026485999 UTILITY REFUND \$49.07
\$49.07 Subtotal for Dept. Water
\$49.07 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

535782 PLAN ADMINISTRATIVE FEES \$424.80
\$424.80 Subtotal for Dept. Health Insurance
\$424.80 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

1928 JUVENILE PRISONER CARE \$7,500.00
\$7,500.00 Subtotal for Dept. Police
\$7,500.00 Subtotal for Vendor

NATRONA COUNTY CLERK

RIN0026688 RECORDING FEES \$195.00

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

NATRONA COUNTY CLERK

\$195.00 Subtotal for Dept. Planning

\$195.00 Subtotal for Vendor

NATRONA COUNTY WEED & PEST CONTROL DISTRICT

4049V MOSQUITO CONTROL

\$65,000.00

\$65,000.00 Subtotal for Dept. Weed And Pest

\$65,000.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE45284 UNIFORMS	\$61.95
NE44419 UNIFORMS	\$226.80
NE45237 UNIFORMS	\$49.95
LN-334677 UNIFORMS	\$135.95
NE44417 UNIFORMS	\$41.95
NE44468 UNIFORMS	\$181.65
NE44418 UNIFORMS	\$104.90
NE44564 UNIFORMS	\$54.95
NE44573 UNIFORMS	\$33.95
NE44470 UNIFORMS	\$61.95
NE45238 UNIFORMS	\$19.94
NE44471 UNIFORMS	\$103.80
LN-333913 UNIFORMS	\$135.95
LN-334146 UNIFORMS	\$749.00
LN-334289 UNIFORMS	\$32.95
NE45038 UNIFORMS	\$61.95

\$2,057.59 Subtotal for Dept. Police

\$2,057.59 Subtotal for Vendor

NEWCOM TECHNOLOGIES

46911 LICENSE AGREEMENT

\$1,200.00

\$1,200.00 Subtotal for Dept. Cemetery

\$1,200.00 Subtotal for Vendor

NORTH LINE GIS, LLC

1345 GEOSMART ANALYTICS MODULE

\$7,412.00

\$7,412.00 Subtotal for Dept. Information Technology

\$7,412.00 Subtotal for Vendor

NORTH PARK TRANSPORTATION

08747282 SHIPPING

\$244.17

\$244.17 Subtotal for Dept. Cemetery

08752931 SHIPPING

\$117.45

\$117.45 Subtotal for Dept. Fleet Maintenance

\$361.62 Subtotal for Vendor

OHLSON LAVOIE CORPORATION

111974 MIKE SEDAR POOL
RIN0026649 MIKE SEDAR POOL

\$3,810.16

\$524.66

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

OHLSON LAVOIE CORPORATION

\$4,334.82 Subtotal for Dept. Aquatics

\$4,334.82 Subtotal for Vendor

ONE CALL OF WY.

41310 LOCATE TICKETS

\$454.61

\$454.61 Subtotal for Dept. Sewer

41310 LOCATE TICKETS

\$555.64

\$555.64 Subtotal for Dept. Water

\$1,010.25 Subtotal for Vendor

PACIOLAN, INC.

INV105481-PA SERVICE FEES

\$3,161.50

INV105855-PA SERVICE FEES

\$1,285.80

\$4,447.30 Subtotal for Dept. Casper Events Center

\$4,447.30 Subtotal for Vendor

P-CARD VENDORS

00044379 VISTAPR VistaPrint.com

\$76.47

00044597 SAMSClub #6425

\$97.15

00044607 USPS

\$20.06

00044607 USPS

\$16.92

00044641 AMPAC HOLDINGS INC

\$15.33

00043915 FIRST TO THE FINISH IN

\$680.00

00044323 HAWKINS INC

\$1,061.74

00043915 FIRST TO THE FINISH IN

\$1,156.00

00044417 IN ORIGINAL WATERMEN

\$1,206.60

00044417 IN ORIGINAL WATERMEN

\$309.00

00043772 IN PEDENS INC.

\$40.00

00044111 BLOEDORN LUMBER CASPER

\$190.25

\$4,869.52 Subtotal for Dept. Aquatics

00044455 BAILEYS ACE HDWE

\$816.70

00044503 OFFICEMAX/OFFICEDEPOT6

\$75.98

00044719 WYOMING MACHINERY CO

\$6,326.55

00044565 WM SUPERCENTER #1617

\$6.98

00044413 LONG BLDG. TECHNOLOGIE

\$720.77

00044818 CASPER FIRE EXTINGUISH

\$55.00

00044938 HOBBY-LOBBY #0233

\$29.99

00044408 IN CASPER SAFETY LLC

\$715.00

00044926 WAL-MART #3778

\$47.19

00044510 WW GRAINGER

\$784.12

00044516 COLORADO ANALYTICAL

\$395.00

00044388 GCR TIRES #751

\$246.00

00044633 WW GRAINGER

\$153.66

00044627 BEARING BELTCHAIN00244

\$341.64

00044556 WW GRAINGER

\$353.68

00044457 BARGREEN WYOMING 25

\$239.75

00044024 CASPER STAR TRIBUNE

\$304.60

00044633 WW GRAINGER

\$56.15

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044739	USPS 57155809430310940	\$31.90	
00044526	SAMSCLUB #6425	\$34.64	
00044816	WYOMING MACHINERY CO	\$2,826.00	
00044533	HOSE & RUBBER SUPPLY	\$48.79	
00044642	MURDOCH'S RANCH & HOME	\$209.94	
00044733	SAFETY KLEEN SYSTEMS B	\$8,610.20	
00044668	WYOMING MACHINERY CO	\$101.04	
00044683	SAMSCLUB #6425	\$37.20	
00044687	WYOMING MACHINERY CO - Credit	(\$7,338.45)	
00044593	SHERWIN-WILLIAMS 70896	\$263.25	
00044633	WW GRAINGER	\$56.14	
00044815	AGP PROPANE SERVICES	\$164.73	
00044058	AGP PROPANE SERVICES	\$79.64	
00043456	SAMSCLUB #6425	\$35.76	
00043052	IN RECYKLING INDUSTRI	\$3,140.44	
00043456	SAMSCLUB #6425	\$50.74	
00043887	PMI PENTON CONF FEES	\$198.00	
00043919	NORCO INC	\$363.16	
00043942	IN PEDENS INC.	\$60.00	
00043957	HARBOR FREIGHT TOOLS 3	\$75.88	
00044000	BAILEYS ACE HARDWARE	\$41.55	
00044009	TEN-E PACKAGING SERVIC	\$340.00	
00044035	AGP PROPANE SERVICES	\$54.68	
00044537	CASPER STAR TRIBUNE	\$409.20	
00044061	SAMSCLUB #6425	\$163.10	
00044325	SAMS CLUB #6425	\$99.84	
00044205	BAILEYS ACE HDWE	\$16.95	
00044213	OREILLY AUTO 00027466	\$9.20	
00044023	SQ A1PORTABLES@OUTLOO	\$115.50	
00044325	SAMS CLUB #6425	\$52.24	
00044120	BEARING BELTCHAIN00244	\$94.26	
00043736	WYOMING MACHINERY CO	\$7,338.45	
		\$29,452.73	Subtotal for Dept. Balefill
00044425	MICHAELSFENCE&SUPPLYIN	\$5,240.29	
00044143	SOLID WASTE DIVISION	\$285.00	
		\$5,525.29	Subtotal for Dept. Buildings & Grounds
00044178	IN ARCHITECTURAL DOOR	\$134.50	
00044790	IN ARCHITECTURAL DOOR	\$9.36	
00044780	IN ARCHITECTURAL DOOR	\$1,528.50	
00044756	DIAMOND VOGEL PAINT #7	\$29.03	
00044946	OVERHEAD DOOR CO OF CA	\$122.40	
00044975	BLOEDORN LUMBER CASPER	\$5.84	
00044504	CRUM ELECTRIC SUPPLY C	\$20.98	
00044519	BLOEDORN LUMBER CASPER	\$3.79	
00044759	0970 CED	\$53.57	
00044743	WW GRAINGER	\$21.60	
00044948	BLOEDORN LUMBER CASPER - Credi	(\$6.74)	
00044799	CASPER WINNELSON CO	\$22.60	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044159	CASPER WINNELSON CO	\$320.36	
00044714	CASPER WINNELSON CO	\$73.23	
00044520	RMI WYOMING INC	\$183.20	
00044151	BRIDGER STEEL CASPER	\$457.28	
00044130	CRUM ELECTRIC SUPPLY C	\$33.66	
00044932	BLOEDORN LUMBER CASPER	\$6.74	
00044724	WW GRAINGER	\$68.89	
00044611	CASPER WINNELSON CO	\$67.48	
00044461	CASPER WINNELSON CO	\$204.00	
00044460	WW GRAINGER	\$29.28	
00044438	BLOEDORN LUMBER CASPER	\$6.29	
00044337	MENARDS CASPER WY	\$12.47	
00044312	DIAMOND VOGEL PAINT #7	\$80.15	
00044305	NORCO INC	\$51.78	
00044304	LONG BLDG. TECHNOLOGIE	\$287.50	
00044281	SHERWIN-WILLIAMS 70896	\$1,825.00	
00044691	BLOEDORN LUMBER CASPER	\$5.01	
00044656	MENARDS CASPER WY	\$11.99	
00044949	SHERWIN WILLIAMS 70343	\$90.71	
00044639	CRUM ELECTRIC SUPPLY C	\$125.27	
00044523	HOSE & RUBBER SUPPLY	\$1.82	
00044615	NORCO INC	\$450.14	
00044343	CRESCENT ELECTRIC 103	\$39.99	
00044401	WW GRAINGER	\$134.55	
00044966	BLOEDORN LUMBER CASPER	\$25.99	
00044558	DIAMOND VOGEL PAINT #7	\$24.80	
00044551	CRESCENT ELECTRIC 103	\$12.14	
00044550	SHERWIN WILLIAMS 70343	\$14.41	
00044540	NORCO INC	\$33.68	
00044535	SHERWIN WILLIAMS 70343	\$49.10	
00044647	HERCULES INDUSTRIES CA	\$17.80	
		\$6,690.14	Subtotal for Dept. Buildings & Structures
00043970	EMBASSY STES DENVER DT	\$161.68	
00043970	EMBASSY STES DENVER DT	\$161.68	
		\$323.36	Subtotal for Dept. C.A.T.C.
00044096	SAMSLUB #6425	\$126.93	
00044026	FINANCIAL SERVICES	\$749.00	
00043654	ATLAS OFFICE PRODUCTS	\$10.82	
00043738	CHARTER COMM	\$140.20	
00043807	ALSCO INC.	\$837.90	
00043829	THE WEBSTAUANT STORE	\$1,309.55	
00043829	THE WEBSTAUANT STORE	\$879.57	
00043878	EVENTWRISTBANDS.COM	\$181.59	
00044149	MOUNTAIN STATES LITHOG	\$27.90	
00043945	ATLAS OFFICE PRODUCTS	\$7.22	
00044412	PROCORP IMAGES, INC.	\$458.90	
00044098	WAL-MART #1617	\$48.50	
00044107	ATLAS OFFICE PRODUCTS	\$336.93	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044169	ALBERTSONS STO00000620	\$31.23	
00044324	CRESCENT ELECTRIC 103	\$70.36	
00044349	CRESCENT ELECTRIC 103	\$193.27	
00044495	NORCO INC	\$594.25	
00044176	ALBERTSONS STO00000620	\$41.50	
00044271	USPS 57155809430310940	\$4.59	
00043904	WYOMING RENTS LLC	\$285.00	
00044060	NORCO INC	\$1,294.00	
00043730	FACEBK 4ATDS9NWR2	\$100.00	
00043730	FACEBOOK	\$200.00	
00043971	ALBERTSONS STO00000620	\$23.96	
00044436	DARLING INGREDIENTS	\$40.00	
00044489	COLD FRONT DISTRIBUTIO	\$204.96	
00044525	FEDEX 99247675	\$41.13	
00044604	CPU VENTURE TECH NETWO	\$1,429.00	
00044666	FACEBOOK	\$100.00	
00044666	FACEBK WJPM9SWR2	\$550.16	
00044666	FACEBOOK	\$100.00	
00044055	SQ ROBERT HUSSA PIANO	\$60.00	
00044106	SAMS CLUB #6425	\$29.20	
00044055	SQ ROBERT HUSSA PIANO	\$60.00	
00044361	ALBERTSONS STO00000604	\$23.96	
00044135	SAMSCLUB #6425	\$49.90	
	\$10,641.48	Subtotal for Dept.	Casper Events Center
00044214	NORCO INC	\$114.42	
00043853	TURF MASTER LLC	\$633.00	
00043813	WEAR PARTS INC	\$44.47	
	\$791.89	Subtotal for Dept.	Cemetery
00044434	OAK TREE INN GREEN RIV	\$102.00	
00044404	OAK TREE INN GREEN RIV	\$102.00	
00044579	THOMSON WEST TCD	\$94.50	
00044372	PENNYS DINER GREEN RIV	\$17.59	
00044342	PENNYS DINER GREEN RIV	\$8.47	
00044629	PENNYS DINER GREEN RIV - Credi	(\$5.00)	
00044150	ATLAS OFFICE PRODUCTS	\$39.27	
	\$358.83	Subtotal for Dept.	City Attorney
00043802	COMTRONIX	\$156.00	
	\$156.00	Subtotal for Dept.	City Hall
00044116	ICMA ONLINE PURCHASES	\$1,400.00	
00044021	THE LARK	\$290.98	
00044101	WYOMING SOCIET00 OF 00	\$600.00	
00044318	AMAZON.COM AMZN.COM/BI	\$49.50	
00044187	DOUGH ENTERPRISES LLC	\$24.00	
00044153	SUBWAY 03116324	\$8.40	
00044235	ATLAS OFFICE PRODUCTS	\$96.38	
	\$2,469.26	Subtotal for Dept.	City Manager
00043835	SAMSCLUB #6425	\$55.97	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00043995	INT'L CODE COUNCIL INC	\$90.00	
00044928	AMBI MAIL AND MARKETIN	\$47.00	
00044601	BAILEYS ACE HDWE	\$6.29	
00044631	VZWRLSS MY VZ VB P	\$44.52	
		\$243.78	Subtotal for Dept. Code Enforcement
00043886	IN COMPUTER PROJECTS	\$171.60	
00043880	AT&T 0512212711001	\$41.13	
00044492	VZWRLSS IVR VB	\$90.06	
00044512	PEAK RESOURCES, INC	\$310.25	
00044466	AT&T 0512212799001	\$30.85	
00044571	PEAK RESOURCES, INC	\$658.25	
00043891	VZWRLSS IVR VB	\$122.86	
00043892	CHARTER COMM	\$76.93	
00043910	GUS GLOBALSTAR USA	\$114.43	
		\$1,616.36	Subtotal for Dept. Communications Center
00044522	ALBERTSONS STO00000620	\$20.29	
00044545	EGGINGTONS	\$60.04	
00044245	JIMMY JOHNS - 1638	\$23.20	
00044622	EGGINGTONS	\$42.25	
00044430	SAMSLUB #6425	\$102.79	
00044708	CPU VENTURE TECH NETWO	\$910.00	
		\$1,158.57	Subtotal for Dept. Council
00043999	QUALITY OFFICE SOLUTIO	\$475.99	
00044307	ATLAS OFFICE PRODUCTS	\$38.87	
00044488	XEROX CORPORATION/RBO	\$153.45	
		\$668.31	Subtotal for Dept. Engineering
00044500	QQUEST SOFTWARE SYSTEMS	\$7,521.00	
00044066	ATLAS OFFICE PRODUCTS	\$509.01	
00044381	MOUNTAIN STATES LITHOG	\$95.55	
00043335	B & B RUBBER STAMP SHO	\$40.40	
00044329	ATLAS OFFICE PRODUCTS	\$68.25	
00044568	ATLAS OFFICE PRODUCTS	\$94.79	
00044078	ATLAS OFFICE PRODUCTS	\$143.93	
00044631	VZWRLSS MY VZ VB P	\$22.26	
00044617	AP TECHNOLOGY	\$159.03	
00043802	COMTRONIX	\$78.00	
		\$8,732.22	Subtotal for Dept. Finance
00044230	SIDELINES	\$9.92	
00044216	RED FISH BLUE FISH	\$17.48	
00044211	H2O	\$12.62	
00044160	ICC ONLINE TRAINING	\$69.00	
00044236	H2O	\$12.62	
00044140	UNITED 01626060576350	\$25.00	
00044123	MY EDUCATIONAL RESOURC	\$114.00	
00044117	WHATABURGER	\$11.02	
00044185	RED FISH BLUE FISH	\$18.74	
00044215	H2O	\$12.62	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044242	NCS ITL CDE COUNCIL EX	\$205.00
00043952	LOAF N JUG #0122 Q81	\$35.04
00044254	SHRIMP BASKET - PENSAC	\$15.64
00044258	EXXONMOBIL 47626544	\$1.41
00044261	SIDELINES	\$10.74
00044262	H2O	\$12.62
00044076	MCDONALD'S F13570	\$7.72
00044057	LOAF N JUG #0110 Q81	\$30.71
00044357	ATLAS OFFICE PRODUCTS	\$5.76
00044243	EXXONMOBIL 47626544	\$30.66
00042869	EXXONMOBIL 47626544	\$38.00
00043602	BEARING BELTCHAIN00244	\$314.55
00043496	EXXONMOBIL 47626544	\$32.42
00043387	WPSG. INC 800-852-6088	\$1,408.01
00044170	WHATABURGER	\$11.02
00043218	GUEST SERVICES-UNIT 37	\$342.60
00043193	UNITED 01626049051200	\$25.00
00043134	CANTINA GRILL B	\$12.85
00043089	FLEMING SUPPLY	\$4.94
00043908	FIRE HOSE DIRECT	\$58.48
00042893	PLN PRICELINE.COM AIR	\$18.00
00043701	ALERT ALL CORP	\$2,997.00
00042565	SQ IRONS AND LADDERS	\$330.00
00044384	H2O	\$12.62
00044385	H2O	\$12.62
00044386	RED FISH BLUE FISH	\$12.58
00044394	H2O	\$16.27
00044569	ROTO ROOTER	\$269.00
00044648	OVERHEAD DOOR CO OF CA	\$1,822.48
00044682	HOBBY-LOBBY #0233	\$154.35
00043006	EXXONMOBIL 47626544	\$25.77
00044332	CASINO BEACH BAR AND G	\$15.15
00044138	UNITED 01626060577422	\$25.00
00044124	IN C & C SUPPLY DBA N	\$1,152.28
00044113	EXXONMOBIL 47626544	\$41.50
00044308	HILTON PENSACOLA BEACH	\$672.76
00044309	H2O	\$15.01
00044316	RED FISH BLUE FISH	\$17.67
00044013	ATLAS OFFICE PRODUCTS	\$152.95
00043987	EXXONMOBIL 47626544	\$18.60
00043674	ATLAS OFFICE PRODUCTS	\$20.77
00044330	CASINO BEACH BAR AND G	\$17.65
00043698	EXXONMOBIL 47626544	\$45.66
00043409	CODE 4 PUBLIC SAFETY E	\$99.00
00044363	RUBY'S DINER #644 Q80	\$20.52
00043812	EXXONMOBIL 47626544	\$29.50
00044368	UNITED 01626062930693	\$50.00
00043800	HARBOR FREIGHT TOOLS 3	\$40.95

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00043759	EXXONMOBIL 47626544	\$23.09		
00043747	UNITED 01626055824024	\$25.00		
00044377	RUBY'S DINER #644 Q80	\$22.45		
00044282	SHRIMP BASKET - PENSAC	\$10.17		
00043978	STAPLES 00114181	\$14.69		
00043236	EXXONMOBIL 47626544	\$19.05		
		\$11,126.30	Subtotal for Dept.	Fire
00044524	AMERI-TECH EQUIPMENT C	\$484.00		
00044022	L N CURTIS & SONS	\$1,860.00		
00044575	AMERI-TECH EQUIPMENT C	\$484.00		
		\$2,828.00	Subtotal for Dept.	Fire Equipment
00044600	HOSE & RUBBER SUPPLY	\$5.83		
00044212	WYO MACH	\$94.41		
00044547	AMERI-TECH EQUIPMENT C	\$118.17		
00044576	STOTZ EQUIPMENT	\$49.78		
00044775	CMI-TECO - Credit	(\$39.85)		
00044753	NAPA	\$97.34		
00044212	WYO MACH	\$4.42		
00044753	NAPA	\$32.76		
00044606	AGP PROPANE SERVICES	\$18.38		
00044753	BEARING BELTCHAIN00244	\$979.64		
00044109	HOSE & RUBBER SUPPLY	\$35.70		
00044753	NAPA	\$106.51		
00044212	WYO MACH	\$486.77		
00044131	AIRGAS CENTRAL	\$29.06		
00044481	CMI-TECO	\$168.80		
00044635	STOTZ EQUIPMENT	\$60.00		
00044781	CMI-TECO	\$540.40		
00044444	CASPER TIRE 0000705	\$218.00		
00044631	VZWRLSS MY VZ VB P	\$22.26		
00044789	CMI-TECO	\$600.20		
00044212	WYO MACH	\$53.78		
00044793	CMI-TECO - Credit	(\$600.22)		
00044212	WYO MACH	\$569.25		
00044803	SPARTANCHASSIS (APA)	\$59.14		
00043473	SUPPLIESOUTLET.COM	\$100.77		
00043492	ATLAS OFFICE PRODUCTS	\$37.72		
00043508	NORTHWEST FUEL SYSTEMS	\$90.95		
00044542	GOODYEAR COMMERCIAL TI	\$72.07		
00044188	WHITES MOUNTAIN	\$186.44		
00044293	HENSLEY BATTERY&ELECTR - Credi	(\$72.61)		
00044293	HENSLEY BATTER&ELECTR-DEBT	\$43.26		
00044710	WW GRAINGER	\$50.16		
00044253	GOODYEAR COMMERCIAL TI - Credi	(\$175.87)		
00044250	SIX ROBBLEES NO 19	\$40.22		
00044706	JACKS TRUCK AND EQUIPMT	\$9.04		
00044701	DRIVE TRAIN CASPER	\$110.00		
00044698	WW GRAINGER	\$6.89		

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044696	BOBCAT OF CASPER	\$185.61
00044688	CMI-TECO	\$132.64
00044685	AMERI-TECH EQUIPMENT C	\$65.70
00044204	GREINER MOTOR COMPANY	\$201.26
00044608	CENTRAL TRUCK AND DIES	\$166.64
00044189	STOTZ EQUIPMENT	\$26.57
00043636	SAM AS INC	\$412.00
00044145	DRIVE TRAIN CASPER	\$112.50
00044665	ALPINE MOTOR SPORTS	\$23.95
00044132	WYOMING MACHINERY CO	\$1,366.96
00044662	STOTZ EQUIPMENT	\$62.74
00044751	CMI-TECO	\$31.71
00044753	NAPA	\$121.98
00044649	GREINER MOTOR COMPANY	\$18.72
00044753	NAPA	\$157.09
00044753	NAPA	\$14.09
00044753	NAPA	\$130.47
00044640	JACKS TRUCK AND EQUIPMT	\$175.07
00044753	NAPA	\$121.98
00044634	CMI-TECO	\$403.74
00044680	POWER EQUIPMENT CO CAS	\$556.28
00044807	PETERBILT OF WYOMING	\$1,177.01
00043677	HARTZ E&F TOWING & REC	\$75.00
00044922	STOTZ EQUIPMENT	\$37.31
00044915	CASPER TIRE 0000705	\$300.00
00044913	PETERBILT OF WYOMING	\$502.25
00044906	MG OIL COMPANY GILLET	\$150.93
00044905	GREINER MOTOR COMPANY	\$43.47
00044804	ALPINE MOTOR SPORTS	\$54.95
00044888	WESTERN SLING CO	\$92.96
00044886	GREINER MOTOR COMPANY	\$238.38
00044872	CMI-TECO	\$29.99
00044864	GREINER MOTOR COMPANY	\$118.80
00044861	HOSE & RUBBER SUPPLY	\$37.49
00044924	WYOMING MACHINERY CO	\$17.92
00044860	USPS	\$8.45
00044804	ALPINE MOTORS	\$129.95
00044848	WEAR PARTS INC	\$31.92
00044845	BEARING BELTCHAIN00244	\$97.34
00044827	GREINER MOTOR COMPANY	\$82.23
00044212	WYO MACH	\$40.59
00044809	JACKS TRUCK AND EQUIPMT	\$123.68
00044212	WYO MACH	\$18.09
00044212	WYO MACH	\$327.23
00044810	STOTZ EQUIPMENT	\$5.88
00043986	AMERI-TECH EQUIPMENT C	\$811.34
00043989	EQUIPMENT COMPANY OF T	\$97.98
00043990	GREINER MOTOR COMPANY	\$233.54

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00043994	ALPINE MOTOR SPORTS	\$29.99
00044001	MIDLAND IMPLEMENT CO	\$47.37
00044860	USPS 57627004930333223	\$2.45
00043973	IN NUTECH SPECIALTIES	\$292.60
00044517	SQ ATLANTIC ELECTRIC,	\$75.00
00044212	WYO MACH	\$613.72
00043849	ALSCO INC.	\$767.37
00044981	STOTZ EQUIPMENT	\$3.93
00044004	GREINER MOTOR COMPANY	\$57.18
00044010	DRIVE TRAIN CASPER	\$184.80
00043932	SMITH MANUFACTURING	\$1,046.00
00043934	ALLDATA CORP #8601	\$1,500.00
00043935	SAFETY VISION	\$373.75
00043936	TIRE PROFESSIONALS INC	\$228.40
00043941	EPASALES	\$157.95
00043946	GREINER MOTOR COMPANY	\$80.42
00044924	WYO MACH	\$104.98
00043955	DRIVE TRAIN CASPER	\$111.79
00044297	HOSE & RUBBER SUPPLY	\$21.60
00043977	GREINER MOTOR COMPANY	\$98.34
00043980	STOTZ EQUIPMENT	\$376.29
00043983	HOSE & RUBBER SUPPLY	\$1.92
00044962	GREINER MOTOR COMPANY	\$239.08
00044957	STOTZ EQUIPMENT	\$112.34
00044190	BRAKE SUPPLY COMPANY I	\$499.80
00044944	BRAKE SUPPLY COMPANY I	\$209.01
00044942	HENSLEY BATTERY&ELECTR	\$131.69
00044941	STOTZ EQUIPMENT	\$82.95
00044199	BAILEYS ACE HDWE	\$71.88
00044212	WYO MACH	\$19.67
00044212	WYO MACH	\$130.94
00044925	COMMUNICATION TECHNOLO	\$35.22
00043950	EXPRESS EMPLOYMENT PRO	\$1,446.80
00044785	GREINER MOTOR COMPANY	\$83.09
00044439	NAPA	\$4.77
00044051	STOTZ EQUIPMENT	\$15.12
00044046	HOSE & RUBBER SUPPLY	\$67.96
00044563	EXPRESS EMPLOYMENT PRO	\$1,446.80
00044045	DECKER AUTO GLASS	\$16.50
00044044	GOODYEAR COMMERCIAL TI	\$1,524.51
00044042	WW GRAINGER	\$45.74
00044529	STOTZ EQUIPMENT	\$22.68
00044034	CASPER TIRE 0000705	\$440.00
00044027	JACKS TRUCK AND EQUIPMT	\$217.39
00044025	GREINER MOTOR COMPANY	\$24.46
00043808	NETWORK FLEET. INC.	\$18.95
00044072	DRIVE TRAIN CASPER	\$2.00
00043601	COMTRONIX	\$78.00

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044073	DRIVE TRAIN CASPER	\$120.48
00044482	GREINER MOTOR COMPANY	\$9.99
00044479	GREINER MOTOR COMPANY	\$54.00
00044476	GREINER MOTOR COMPANY	\$103.55
00044753	NAPA	\$41.28
00044459	SAFETY KLEEN SYSTEMS B	\$809.38
00044212	WYOMING MACHINERY CO	\$130.78
00044451	STOTZ EQUIPMENT	\$61.39
00044448	CASPER AUTO SUPPLY	\$113.32
00044447	STOTZ EQUIPMENT	\$26.82
00044440	GREINER MOTOR COMPANY	\$23.22
00044439	BEARING BELTCHAIN00244	\$31.19
00044439	NAPA	\$55.27
00044439	NAPA	\$1,500.01
00044508	STOTZ EQUIPMENT	\$21.20
00044626	HOSE & RUBBER SUPPLY	\$72.06
00044509	EXPRESS EMPLOYMENT PRO	\$1,446.80
00044478	CARID.COM	\$149.99
00044177	SQ ATLANTIC ELECTRIC,	\$696.00
00044164	SQ GOSQ.COM DAVID TER	\$65.00
00044148	OSHKOSH CORP MCNEILUS	\$245.09
00044141	FORCE AMERICA DISTRIBU	\$113.16
00044139	SQ MAY'S TRAIL EQUIPM	\$187.99
00044528	GOVTELLERNATRONAWYFEE	\$1.50
00044137	STOTZ EQUIPMENT	\$150.84
00044534	NATRONA CNTY WY CLERK	\$15.00
00044134	IN GREAT PLAINS CLEAN	\$124.97
00044122	NAPA	\$8.49
00044067	SMITH MANUFACTURING	\$82.69
00044534	NATRONA CNTY WY CLERK	\$15.00
00044278	JACKS TRUCK AND EQUIPMT	\$52.45
00044623	GREINER MOTOR COMPANY	\$59.99
00044621	AMERI-TECH EQUIPMENT C	\$441.08
00044534	NATRONA CNTY WY CLERK	\$15.00
00044122	NAPA	(\$18.08)
00044122	NAPA	\$106.51
00044602	GREINER MOTOR COMPANY	\$82.08
00044595	GREINER MOTOR COMPANY	\$28.36
00044585	DRIVE TRAIN CASPER	\$28.61
00044557	SQ ATLANTIC ELECTRIC,	\$1,374.15
00044570	SQ MAY'S TRAIL EQUIPM	\$33.22
00044559	SIX ROBBLEES NO 19	\$17.02
00044122	NAPA	(\$81.01)
00044122	BEARING BELTCHAIN00244	\$612.95
00044122	NAPA	\$485.07
00044669	CASPER TIRE 0000705	\$55.00
00044422	WW GRAINGER	\$20.88
00044747	WHITES MOUNTAIN	\$50.84

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044713	CASPER TIRE 0000705	\$198.00	
00044715	SIX ROBBLEES NO 19	\$6.44	
00044256	HOSE & RUBBER SUPPLY	\$15.12	
00044718	SQ GOSQ.COM DAVID TER	\$250.00	
00044723	TRANSWEST TRUCKS	\$354.60	
00044768	WHITES MOUNTAIN - Credit	(\$50.84)	
00044431	GREINER MOTOR COMPANY	\$15.98	
00044725	DRIVE TRAIN CASPER	\$33.25	
00044383	HENSLEY BATTERY&ELECTR-DEBT	\$72.61	
00044224	JACKS TRUCK AND EQUIPMT	\$92.36	
00044764	WYOMING MACHINERY CO	\$269.60	
00044398	AMERI-TECH EQUIPMENT C	\$915.33	
00044239	DRIVE TRAIN CASPER	\$62.82	
00044672	CMI-TECO	\$31.53	
00044764	WYOMING MACHINERY CO	\$278.12	
00044730	GREINER MOTOR COMPANY	\$6.08	
00044761	CMI-TECO - Credit	(\$398.74)	
00044469	STOTZ EQUIPMENT	\$31.18	
00044407	JACKS TRUCK AND EQUIPMT	\$420.96	
00044353	BOBCAT OF CASPER	\$201.96	
00044311	HENSLEY BATTERY&ELECTR	\$86.97	
00044321	WW GRAINGER	\$5.94	
00044322	STOTZ EQUIPMENT	\$221.64	
00044439	NAPA	(\$18.08)	
00044711	LARIAT INTERNATIONAL T	\$890.30	
00044212	WYO MACH	\$20.32	
00044341	GOODYEAR COMMERCIAL TI	\$2,644.50	
00044414	GREINER MOTOR COMPANY - Credit	(\$129.33)	
00044350	DRIVEN POWERSPORTS	\$44.99	
00044383	HENSLEY BATTERY&ELECTR - Credi	(\$86.97)	
00044439	NAPA	\$31.19	
00044439	NAPA	\$5.29	
00044358	GREINER MOTOR COMPANY	\$134.70	
00044219	JACKS TRUCK AND EQUIPMT	\$266.32	
00044439	NAPA	\$27.09	
00044365	BOBCAT OF CASPER	\$107.57	
00044366	OSHKOSH CORP MCNEILUS	\$255.32	
		\$43,899.85	Subtotal for Dept. Fleet Maintenance
00044165	BAR D SIGNS INC	\$115.42	
00044156	OREGON CA TRAILS ASSOC	\$60.00	
00044133	AMAZON MKTPLACE PMTS	\$129.97	
		\$305.39	Subtotal for Dept. Fort Caspar
00044267	AERO-MOTION INC	\$765.33	
		\$765.33	Subtotal for Dept. Fort Caspar Inventory
00043814	COOPERMAN FIFE & DRUM	\$72.75	
		\$72.75	Subtotal for Dept. General
00044240	MIDLAND IMPLEMENT CO	\$1,218.19	
00044395	STAPLES 00114181	\$66.99	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00042631 TRI-TECHNICAL SYSTEMS,	\$495.00	
00044490 MENARDS CASPER WY	\$30.97	
	\$1,811.15	Subtotal for Dept. Golf Course
00044289 ATLAS OFFICE PRODUCTS	\$9.89	
	\$9.89	Subtotal for Dept. Health Insurance
00044054 BLAKEMAN PROPANE INC	\$863.58	
00044030 ORKIN LLC 002	\$185.38	
00044487 ENERGY LABORATORIES	\$20.00	
00044287 WEAR PARTS INC	\$52.24	
00044631 VZWRLSS MY VZ VB P	\$22.26	
00044474 AIRGAS CENTRAL	\$76.35	
00044591 APPLIED IND TECH 2733	\$2,559.15	
	\$3,778.96	Subtotal for Dept. Hogadon
00043721 IN PEDENS INC.	\$30.00	
00044477 ABSO	\$4,591.52	
00043753 WM SUPERCENTER #1617	\$22.42	
00043764 ATLAS OFFICE PRODUCTS	\$7.05	
00043832 IN POWDER RIVER SHRED	\$75.00	
00043860 USPS 57155809430310940	\$7.99	
00043889 ALBERTSONS STO00000620	\$28.99	
00044289 ATLAS OFFICE PRODUCTS	\$50.01	
00043734 PARTY AMERICA CASPER #	\$16.61	
00044744 ATLAS OFFICE PRODUCTS	\$7.94	
	\$4,837.53	Subtotal for Dept. Human Resources
00044247 SAMS INTERNET	\$174.77	
00043943 SQ PAPA JOHNS	\$219.77	
00043851 BECKER ARENA PRODUC	\$152.00	
00044531 PFG VISTAR DE	\$364.94	
00044069 FARMER BROS CO	\$140.53	
00044172 SAMSLUB #6425	\$15.71	
00044180 NORCO INC	\$43.74	
00044161 AED SUPERSTORE	\$142.47	
00044607 USPS	\$16.92	
00044083 STAPLES 00114181	\$14.74	
00044745 SAMSLUB #6425	\$67.96	
00044641 AMPAC HOLDINGS INC	\$15.32	
00043821 BECKER ARENA PRODUC	\$36.90	
00044032 SAMSLUB #6425	\$123.15	
00044765 WAL-MART #1617	\$19.90	
00043681 MENARDS CASPER WY	\$13.97	
00044659 SAMSLUB #6425	\$100.71	
00044191 BECKER ARENA PRODUC - Credit	(\$7.66)	
00044745 SAMSLUB #6425	\$47.03	
	\$1,702.87	Subtotal for Dept. Ice Arena
00044084 CPU VENTURE TECH NETWO	\$910.00	
00044898 CPU VENTURE TECH NETWO	\$119.00	
00044403 CPU VENTURE TECH NETWO	\$179.00	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044897 ATLAS OFFICE PRODUCTS	\$231.73	
00044769 DEPARTMENT OF FIRE PRE	\$50.00	
	\$1,489.73	Subtotal for Dept. Information Services
00044939 R & R REST STOPS	\$135.00	
	\$135.00	Subtotal for Dept. Life Steps Campus
00044220 AVID PETTRAC	\$1,187.50	
00044300 WESTSIDE ANIMAL HOSPIT	\$1,000.00	
00043749 COMMUNICATION TECHNOLO	\$1,050.00	
00043839 IN EXPRESS PRINTING C	\$136.00	
00043854 MERBACK AWARDS COMPANY	\$28.05	
00043811 COCA COLA BOTTLING CO	\$51.75	
00043875 WESTSIDE ANIMAL HOSPIT	\$4,000.00	
00043895 NORCO INC	\$278.16	
00044016 COMMUNICATION TECHNOLO - Credi	(\$1,050.00)	
00043913 THE HOME DEPOT 6001	\$174.77	
00044382 WESTSIDE ANIMAL HOSPIT	\$7,000.00	
00043937 UW CASHIER OFFICE	\$5.87	
00043824 THE HOME DEPOT 6001	\$13.44	
00044283 HOBBY-LOBBY #0233	\$60.11	
00044225 GALLS	\$108.93	
	\$14,044.58	Subtotal for Dept. Metro Animal
00043970 EMBASSY STES DENVER DT	\$36.11	
00043970 EMBASSY STES DENVER DT	\$343.64	
	\$379.75	Subtotal for Dept. Metropolitan Planning
00043596 ACTION BAIL BONDS	\$380.00	
	\$380.00	Subtotal for Dept. Muni Court
00044146 ATLAS OFFICE PRODUCTS	\$75.72	
00043909 HP SERVICES	\$127.17	
00044424 OAK TREE INN GREEN RIV	\$89.00	
00044421 OAK TREE INN GREEN RIV	\$97.02	
00044347 STOP-N-GO	\$15.50	
00044306 OAK TREE INN GREEN RIV	\$44.50	
00044292 LOAF N JUG #0159 Q81	\$25.00	
	\$473.91	Subtotal for Dept. Municipal Court
00044678 0970 CED	\$77.80	
00044192 HENSLEY BATTERY&ELECTR	\$67.86	
00044218 FLEMING SUPPLY	\$16.09	
	\$161.75	Subtotal for Dept. Parking
00043926 BAILEYS ACE HARDWARE	\$22.99	
00044631 VZWLSS MY VZ VB P	\$145.59	
00043947 MERBACK AWARDS COMPANY	\$30.30	
00044244 MICHAELSFENCE&SUPPLYIN	\$66.88	
00043967 BLOEDORN LUMBER CASPER	\$6.29	
00044650 CPS DISTRIBUTORS INC C	\$66.24	
00043998 OREILLY AUTO 00027466	\$24.99	
00043918 BAILEYS ACE HARDWARE - Credit	(\$22.99)	
00044390 CPS DISTRIBUTORS INC C	\$241.81	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044036	TOP OFFICE PRODUCTS IN	\$57.76	
00044136	ATLAS OFFICE PRODUCTS	\$7.36	
00043844	BAILEYS ACE HARDWARE	\$9.52	
00044221	BSN SPORT SUPPLY GROUP	\$74.94	
00044378	AIRGAS CENTRAL	\$24.76	
00044695	JOHNNY APPLESEED, INC.	\$9,782.40	
00044173	PIONEER REVERE 8008771	\$1,250.00	
00044692	BLOEDORN LUMBER CASPER	\$58.98	
00044690	BLOEDORN LUMBER CASPER	\$12.37	
00044210	STAPLES 00114181	\$17.99	
00043924	CASPER CONTRACTORS SUP	\$10.41	
00043877	WYOMING RENTS LLC	\$100.00	
00043922	MURDOCH'S RANCH & HOME	\$26.99	
00043881	BAILEYS ACE HARDWARE	\$90.97	
00043883	BAILEYS ACE HARDWARE	\$22.99	
00044227	NORCO INC	\$18.14	
00044473	BLOEDORN LUMBER CASPER	\$1,255.38	
00044391	BUSH-WELLS SPORTING GO	\$36.00	
00044628	OREILLY AUTO 00027466	\$55.98	
00043874	NORCO INC	\$149.70	
00044521	SHERWIN WILLIAMS 70343	\$61.00	
00044369	SP GATHR FILMS - Credit	(\$50.00)	
00043808	NETWORK FLEET. INC.	\$126.06	
00044443	BAILEYS ACE HDWE	\$37.96	
00044086	SP DENVER 1417	\$4,740.00	
00044419	MICHAELSFENCE&SUPPLYIN	\$11.00	
00044335	THE HOME DEPOT 6001	\$74.31	
00044334	GENERAL SHALE-CASPE	\$11.57	
00044110	BAILEYS ACE HDWE	\$47.96	
00044298	NORCO INC	\$40.93	
00044513	IN COWBOY STATE LANDS	\$203.00	
00044354	AM LEONARD	\$499.70	
00044638	SQ FRONTLINE FIRE PRO	\$900.45	
00044094	SP DENVER 1417	\$3,829.00	
00044588	HOSE & RUBBER SUPPLY	\$57.26	
00044445	THE HOME DEPOT 6001	\$17.88	
00044295	BUSH-WELLS SPORTING GO	\$229.99	
00044294	R & R REST STOPS	\$1,843.70	
00043790	BAILEYS ACE HARDWARE	\$4.76	
00043779	ATLAS OFFICE PRODUCTS	\$11.22	
00044248	0970 CED	\$25.60	
		\$26,368.09	Subtotal for Dept. Parks
00043619	FACEBK SF5GU9NJH2	\$120.28	
00043727	FACEBK 33M5K9SJH2	\$9.72	
00044162	BRECK MEDIA GROUP WY	\$620.00	
00044263	TOWNSQ MEDIA CASPER	\$198.00	
		\$948.00	Subtotal for Dept. Perpetual Care
00044435	ATLAS OFFICE PRODUCTS	\$19.46	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00043981	ALBERTSONS STO00000620	\$36.74	
00044976	J'S PUB & GRILL	\$20.00	
00043966	CASPER STAR TRIBUNE	\$30.55	
00044989	WALGREENS #7462	\$13.79	
00044485	RICOH USA, INC	\$189.95	
00044115	APG NEWSPAPERS	\$24.97	
00044050	ALBERTSONS STO00000604	\$7.27	
00043930	LITTLE CAESARS 1989 00	\$21.56	
00044197	WAL-MART #1617	\$40.01	
00044689	EXXONMOBIL 45947843	\$31.50	
00044899	AMBI MAIL AND MARKETIN	\$8.39	
00044657	QUALITY OFFICE SOLUTIO	\$24.50	
00044681	EARL'S GLENARM	\$19.98	
00044887	CASPER STAR TRIBUNE	\$914.00	
00044707	HOLIDAY INN EXPRESS DE	\$502.60	
00044589	PARAMOUNT CAFE RESTAUR	\$12.15	
00044605	LOVE S COUNTRY00002204	\$18.78	
00044693	BROWN PALACE F&B	\$62.00	
00044603	SQ LENA B BAR-B-QUE	\$12.96	
00044834	IN PEDENS INC.	\$225.00	
00044847	ATLAS REPRODUCTION	\$36.00	
	\$2,272.16		Subtotal for Dept. Planning
00043948	FEDEX 99188071	\$56.98	
00043906	SP 3GIS.BACKUPBRACE	\$78.90	
00043893	GALLS HQ	\$973.57	
00044492	VZWRLSS IVR VB	\$1,106.18	
00044505	FEDEX 99224911	\$73.94	
00044331	SPRINGHILL STES CHEYEN	\$97.90	
00043868	IN POWDER RIVER SHRED	\$105.00	
00043836	SUBWAY 03116324	\$16.09	
00043914	RICOH USA, INC	\$611.25	
00044467	VZWRLSS IVR VB	\$4,052.63	
00043976	PETRO JOHNSON CORNER	\$28.27	
00044003	OREILLY AUTO 00027466 - Credi	(\$15.74)	
00043985	RMI WYOMING INC	\$146.54	
00044028	R & R REST STOPS	\$294.84	
00044017	OREILLY AUTO 00027466	\$10.56	
00044033	DASH MEDICAL GLOVES	\$283.60	
00044040	OREILLY AUTO 00027466	\$15.74	
00044063	CASPER ANIMAL MEDICAL	\$93.46	
00044206	SIRCHIE FINGER PRINT L	\$174.42	
00044259	PIZZA HUT #1816	\$29.66	
00044367	JIMMY JOHNS - 1638 - E - Credi	(\$2.26)	
00044437	TACO JOHN'S #9224	\$28.09	
00044319	CENEX FARMERS 09882689	\$15.68	
00043975	HARTZ E&F TOWING & REC	\$240.00	
00044270	POPEYES 10809	\$10.47	
00043754	WM SUPERCENTER #3778	\$28.10	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044196	APPLEBEES NEIG98296411	\$22.48
00044697	LOAF N JUG #0119 Q81	\$22.18
00044202	SUTHERLANDS 2219	\$29.12
00044584	HOLIDAY STNSTORE 0080	\$24.75
00044285	EXXONMOBIL 47736855	\$20.63
00044039	MENARDS CASPER WY	\$42.98
00044273	SMILING MOOSE DELI - G	\$13.75
00044181	SMILING MOOSE DELI - G	\$12.25
00044564	HOLIDAY INNS	\$195.80
00044567	ATLAS OFFICE PRODUCTS	\$12.05
00044208	IACP	\$200.00
00044338	JIMMY JOHNS - 2035	\$18.91
00044415	TORTILLA FACTORY	\$15.67
00044209	THE MAIN BAGEL COMPANY	\$14.99
00044577	IBM CORPORATION	\$1,411.00
00043345	MCDONALD'S F35665	\$7.22
00043726	INST. OF POLICE TECH &	\$295.00
00044255	WYOMING RIB CHOP HOU	\$71.32
00043725	INST. OF POLICE TECH &	\$295.00
00043300	PP WY ASSOC OF CHIE	\$400.00
00043629	QUALITY OFFICE SOLUTIO	\$39.49
00044539	HOLIDAY INNS	\$195.80
00044310	LONG JOHN SILVERS/A&W	\$12.58
00043609	AMAZON MKTPLACE PMTS	\$36.95
00043789	BEST BUY 00015271	\$299.95
00042461	NOLAND FEED INC.	\$75.20
00043277	PP WY ASSOC OF CHIE	\$400.00
00042823	L OSTERIA MONDELLO	\$19.49
00044313	LITTLE CAESARS 1989 00	\$35.06
00044303	CHIPOTLE 1014	\$7.95
00044609	HOLIDAY INN FB	\$29.00
00043298	PP WY ASSOC OF CHIE	\$400.00
00044620	DOWN HOME DINER	\$7.00
00044741	MCDONALD'S F6435	\$23.82
00044717	ATLAS OFFICE PRODUCTS	\$38.00
00044506	OUTBACK 5011	\$39.00
00044712	2 DOORS DOWN, INC	\$20.00
00044536	LAWENFORCEM	\$35.00
00043885	JIMMY JOHNS - 1638 - E	\$47.41
00044625	EXXONMOBIL 47737010	\$26.04
00044643	TOWNEPLACE SUITES	\$476.00
00044126	BAILEYS ACE HDWE	\$2.96
00044544	LAWENFORCEM	\$35.00
00044147	SMILING MOOSE DELI - G	\$22.00
00044546	LAWENFORCEM	\$35.00
00044555	CHIPOTLE 1014	\$10.02
00044068	PILOT 00007625	\$29.63
00044702	HENSLEY BATTERY&ELECTR	\$219.90

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044429	MCDONALD'S F12500	\$5.60		
00044472	OLIVA'S KITCHEN	\$46.00		
00044450	HBP	\$92.95		
00044079	JIMMY JOHNS - 2009	\$10.17		
00043900	HACIENDA COLORADO II	\$30.59		
00043920	IN JOHNSON ROBERTS &	\$17.00		
00044441	2 DOORS DOWN, INC	\$20.00		
00044393	PARKWAY PLAZA	\$19.68		
00044791	MAVERIK CTRY STRE #2	\$37.46		
00044077	BUFFALO WILD WINGS 059	\$11.77		
00044402	OUTBACK 5011	\$16.23		
		\$14,604.67	Subtotal for Dept.	Police
00043890	HENSLEY BATTERY&ELECTR	\$189.18		
00043901	DECKER AUTO GLASS	\$296.12		
00043768	BEARING BELTCHAIN00244	\$118.16		
00044002	CASPER STAR TRIBUNE	\$291.10		
		\$894.56	Subtotal for Dept.	Police Equipment
00043938	FIREROCK STEAKHOUSE	\$492.02		
		\$492.02	Subtotal for Dept.	Police Grants
00043554	GO AIRPORT EXPRESS	\$36.00		
00043557	GO AIRPORT EXPRESS	\$23.00		
00043573	HILTON SNAX	\$15.00		
00043627	UNITED 01626054187251	\$50.00		
00043632	HILTON SNAX	\$5.00		
00043633	HILTON SNAX	\$10.00		
00043648	TESORI	\$69.74		
00043659	HILTON HOTELS CHICAGO	\$440.00		
00044449	SQ THE FLOUR BIN L	\$21.50		
00043552	JIMMY JOHNS - 570	\$35.06		
00043543	UNITED 01626052846622	\$50.00		
00043535	WOODY CREEK BAKERY & C	\$24.95		
00043494	GO AIRPORT EXPRESS OHA	\$60.00		
00044052	NETWORK FLEET. INC.	\$457.22		
00044246	URGENT CARE OF CASPER	\$620.00		
00043664	CHICK-FIL-A #01888	\$14.89		
00043512	UNITED 01626052489821	\$25.00		
00043808	NETWORK FLEET. INC.	\$284.22		
00044081	AMAZON MKTPLACE PMTS	\$104.98		
00043516	MCDONALD'S F13573	\$9.45		
00043470	BUBBA GUMP CHICAGO	\$127.53		
00043683	WOLFGANG PUCK 20258315	\$29.01		
00043702	US AIRPORT PARKING	\$34.56		
00043666	LOVELAND CNTRY STR	\$27.42		
00044456	SQ ISC, INC. DBA V	\$570.71		
		\$3,145.24	Subtotal for Dept.	Property & Liability Insurance
00044597	SAMS CLUB	\$130.48		
00044075	ATLAS OFFICE PRODUCTS	\$75.08		
00044484	PIONEER PRINTING	\$1,998.71		

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044059	WM SUPERCENTER #3778	\$19.80	
00044019	SAMSLUB #6425	\$32.10	
00044612	DOLLAR TREE	\$60.00	
00044184	COWBOY SUPPLY HOUSE	\$4,758.48	
00044607	USPS 57155804730311021	\$20.05	
00044641	AMPAC HOLDINGS INC	\$15.32	
00044423	STAPLES 00114181	\$273.96	
00044607	USPS	\$20.05	
00044616	SPORTSMITH	\$101.51	
00043870	CASPER STAR TRIBUNE	\$280.80	
00044661	ACT ACTIVE NETWORK INV	\$1,812.00	
00044280	NATIONAL RECREATION &	\$600.00	
00044152	AMAZON.COM	\$169.99	
	\$10,368.33		Subtotal for Dept. Recreation
00044405	SOLID WASTE ASSOCIA	\$159.00	
00044663	QUALITY OFFICE Solutio	\$112.54	
00044660	QUALITY OFFICE Solutio	\$146.99	
00044758	QUALITY OFFICE SOLUTIONS	\$491.33	
00044782	QUALITY OFFICE Solutio	\$128.97	
00044291	WYOMING STEEL AND RECY	\$5,539.50	
00044061	SAMSLUB #6425	\$104.48	
00044722	AIRGAS CENTRAL	\$65.52	
00043925	COMMUNICATION TECHNOLO	\$581.82	
00043808	NETWORK FLEET. INC.	\$473.75	
00044594	WYOMING RENTS LLC - Credit	(\$315.05)	
00044041	WYOMING RENTS LLC	\$365.00	
00044232	MICHAELSFENCE&SUPPLYIN	\$19.38	
00044118	OREILLY AUTO 00027466	\$18.99	
	\$7,892.22		Subtotal for Dept. Refuse Collection
00043665	NORCO INC	\$43.32	
00043810	CASPER STAR TRIBUNE	\$315.37	
00043968	AIRGAS CENTRAL	\$17.88	
00043843	NORCO INC	\$73.80	
00044631	VZWRLSS MY VZ VB P	\$22.26	
00044433	USA BLUE BOOK	\$165.14	
00044194	OFFICEMAX/OFFICEDEPOT6	\$19.86	
00043959	AIRGAS CENTRAL	\$19.94	
00043808	NETWORK FLEET. INC.	\$37.90	
00043727	FACEBK 33M5K9SJH2	\$7.37	
00044453	THE HOME DEPOT 6001	\$126.32	
00044410	CASPER CONTRACTORS SUP	\$49.48	
00043846	URGENT CARE OF CASPER	\$32.00	
00043831	ALSCO INC.	\$157.44	
00044581	MOUNTAIN STATES LITHOG	\$27.91	
00044497	ATLAS OFFICE PRODUCTS	\$53.83	
00044162	BRECK MEDIA GROUP WY	\$330.00	
00044541	AIRGAS CENTRAL	\$69.79	
00044348	PURVIS INDUSTRIES 67	\$432.48	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044263	TOWNSQ MEDIA CASPER	\$338.40		
00044119	SAMS CLUB #6425	\$142.32		
00044127	WATERWORKS INDUSTRIES	\$89.55		
00044507	AIRGAS CENTRAL	\$39.88		
00043619	FACEBK SF5GU9NJH2	\$64.91		
		\$2,677.15	Subtotal for Dept.	Sewer
00044217	THE BREADBOARD	\$70.70		
00044092	MAVERIK CNTRY STRE	\$41.14		
00044089	MIDDLE FORK	\$57.25		
00044095	MAVERIK CNTRY STRE	\$38.99		
		\$208.08	Subtotal for Dept.	Special Assistance
00044470	0970 CED	\$24.91		
00044241	BAILEYS ACE HDWE	\$14.97		
00044572	CASPER WINLECTRIC CO	\$152.11		
00044631	VZWRLSS MY VZ VB P	\$44.52		
00044580	BLOEDORN LUMBER CASPER	\$5.25		
00044248	0970 CED	\$230.82		
00044142	BEARING BELTCHAIN00244	\$9.50		
00044598	THE HOME DEPOT 6001	\$183.92		
00044351	FLEMING SUPPLY	\$1.75		
00044483	WW GRAINGER	\$69.61		
00044201	HOSE & RUBBER SUPPLY	\$442.20		
00044543	CRESCENT ELECTRIC 103	\$57.75		
00044618	BLOEDORN LUMBER CASPER	\$54.90		
00044452	0970 CED	\$37.98		
00044676	BLOEDORN LUMBER CASPER	\$190.48		
00044538	RUSSELL INDUSTRIES INC	\$112.60		
00044475	SHERWIN-WILLIAMS 70896	\$278.07		
00043861	R & D HYDRAULICS	\$16,502.95		
00043808	NETWORK FLEET. INC.	\$511.65		
00044664	GEOTEC INDUSTRIAL SUPP	\$1,920.00		
00044053	FLEMING SUPPLY	\$1.94		
00044658	CASPER CONTRACTORS SUP	\$752.33		
00044047	THE HOME DEPOT 6001	\$37.69		
00043796	WW GRAINGER	\$78.38		
00044418	BAILEYS ACE HDWE	\$18.96		
00043687	MURDOCH'S RANCH & HOME	\$483.92		
00044530	CASPER STAR TRIBUNE	\$385.60		
00044499	CASPER STAR TRIBUNE	\$427.40		
00044195	MENARDS CASPER WY	\$70.85		
00044193	OREILLY AUTO 00027466	\$7.46		
00044136	ATLAS OFFICE PRODUCTS	\$7.36		
00044128	CASPER CONTRACTORS SUP	\$7.84		
00043706	HOWARD SUPPLY COMPANY	\$492.00		
00044125	CASPER CONTRACTORS SUP	\$15.68		
00044446	71 CONSTRUCTION INC #1	\$2,036.72		
00044108	CASPER CONTRACTORS SUP	\$57.49		
00044370	GEOTEC INDUSTRIAL SUPP	\$96.00		

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044302	BEARING BELTCHAIN00244	\$63.73	
00044317	HARBOR FREIGHT TOOLS 3	\$34.93	
00044036	TOP OFFICE PRODUCTS IN	\$57.77	
00044099	ALSCO INC.	\$782.00	
00044333	CASPER CONTRACTORS SUP	\$2,360.86	
00044432	OREILLY AUTO 00031559	\$3.58	
00043779	ATLAS OFFICE PRODUCTS	\$11.23	
00043777	WAGNER'S OUTDOOR OUTFI	\$181.80	
		\$29,319.46	Subtotal for Dept. Streets
00044182	TFS FISHER SCI HUS	\$128.30	
00044553	DIAMOND VOGEL PAINT #7	\$45.49	
00044560	WESTERN SLING CO	\$10.30	
00044175	SQ ISC, INC. DBA V	\$461.26	
00044566	WW GRAINGER	\$198.56	
00044631	VZWRLSS MY VZ VB P	\$44.52	
00044376	WASTECORP PUMPS, LLC	\$2,470.04	
00044645	HOSE & RUBBER SUPPLY	\$24.96	
00044290	BELZONA ROCKY MOUNTAIN	\$495.00	
00044207	DENVER INDUSTRIAL PUMP	\$989.90	
00043982	HOMAX OIL SALES INC	\$260.01	
00044373	ROCKYS QUIK STOP	\$18.24	
00044644	NORTHROP BOILER WORKS	\$81.50	
00044031	CPS DISTRIBUTORS INC C	\$3.54	
00044006	USPS 57155809430310940	\$2.20	
00044038	CPS DISTRIBUTORS INC C	\$42.58	
00044416	BAILEYS ACE HDWE	\$3.49	
00044144	USPS 57155809430310940	\$7.36	
00043762	A&H ABRASIVES	\$20.38	
00044610	BEARING BELTCHAIN00244	\$50.40	
00044596	USPS 57155809430310940	\$7.36	
00044590	ENERGY LABORATORIES	\$3,284.00	
00043958	DALE L PRENTICE CO.	\$5,970.10	
00044583	BAILEYS ACE HDWE	\$137.97	
00044581	MOUNTAIN STATES LITHOG	\$39.09	
00043619	FACEBK SF5GU9NJH2	\$64.92	
00044029	TFS FISHER SCI HUS	\$54.55	
00043993	NORCO INC	\$63.27	
00044200	PAYPAL REGION8PRET	\$195.00	
00044186	HENSLEY BATTERY&ELECTR	\$265.50	
00043933	HOODS EQUIPMENT & SPRI	\$55.98	
00044105	KUM & GO #901	\$16.65	
00044463	AMBI MAIL AND MARKETIN	\$0.57	
00044162	BRECK MEDIA GROUP WY	\$330.00	
00043838	APPLIED CNTRL EQPMT LL	\$5,662.80	
00044299	SQ ISC, INC. DBA V	\$1,042.43	
00044355	NORCO INC	\$865.00	
00043961	CRUM ELECTRIC SUPPLY C	\$225.45	
00044114	FOREMANS QUALITY MACHI	\$372.61	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00043962	WW GRAINGER	\$153.45	
00044362	USPS 57155804730311021	\$8.20	
00044231	ENVIRONMENTAL EXPRESS	\$145.38	
00044655	HOSE & RUBBER SUPPLY	\$20.81	
00043979	BARGREEN WYOMING 25	\$48.90	
00044252	TFS FISHER SCI ATL	\$27.04	
00043965	DEWITT WATER	\$50.00	
00044340	EXXONMOBIL 47563754	\$19.01	
00044632	AMERI-TECH EQUIPMENT C	\$484.00	
00044171	DOUBLETREE CAFE GRILL	\$16.25	
00044157	DOUBLETREE CAFE GRILL	\$21.45	
00044352	DOUBLETREE DURNGO	\$460.00	
00043969	WW GRAINGER	\$84.53	
00044112	TFS FISHER SCI ATL	\$246.22	
00044646	HOSE & RUBBER SUPPLY - Credit	(\$8.96)	
00044532	CASPER STAR TRIBUNE	\$125.40	
00044100	BAILEYS ACE HARDWARE	\$45.80	
00044263	TOWNSQ MEDIA CASPER	\$338.41	
00043927	COMPRESSION LEASING SV	\$420.00	
00043810	CASPER STAR TRIBUNE	\$315.38	
00044554	STOTZ EQUIPMENT	\$50.82	
		\$27,083.37	Subtotal for Dept. Waste Water
00043808	NETWORK FLEET. INC.	\$132.65	
00044501	DANA KEPNER CO.	\$216.03	
00044592	ENERGY LABORATORIES, I	\$100.00	
00044514	GEOTEC INDUSTRIAL SUPP	\$50.00	
00044387	HOSE & RUBBER SUPPLY	\$181.44	
00044599	ENERGY LABORATORIES, I	\$100.00	
00044103	MOUNTAIN STATES LITHOG	\$242.95	
00044121	ENERGY LABORATORIES, I	\$50.00	
00044493	JB MACHINE AND MANUFAC	\$470.00	
00044392	SUTHERLANDS 2219	\$49.44	
00044356	TEST GAUGE & BACKFLOW	\$103.47	
00044749	SUTHERLANDS 2219	\$15.96	
00044364	IN GREAT PLAINS CLEAN	\$36.27	
00043996	MOBILE CONCRETE, INC	\$169.50	
00043921	DANA KEPNER CO.	\$8,761.80	
00044454	INBERG MILLER ENGINEER	\$210.00	
00043992	AMERI-TECH EQUIPMENT C	\$784.00	
00044320	WATERWORKS INDUSTRIES	\$133.82	
00044326	CASPER CONTRACTORS SUP	\$332.64	
00044158	DANA KEPNER CO.	\$2,075.00	
00044574	SAMS CLUB #6425	\$281.04	
00043974	ENERGY LABORATORIES, I	\$340.00	
00044497	ATLAS OFFICE PRODUCTS	\$65.80	
00044679	STOTZ EQUIPMENT	\$65.79	
00044048	SAFETY KLEEN SYSTEMS B	\$401.27	
00044673	UNION WIRELESS	\$130.09	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044037	ENERGY LABORATORIES, I	\$75.00	
00044631	VZWLSS MY VZ VB P	\$70.79	
00043804	ALSCO INC.	\$432.80	
00044746	AWWA.ORG	\$75.00	
00044694	PROKOTEENGINEERINGSUPP	\$64.33	
00044624	WW GRAINGER	\$219.94	
00044654	PROKOTEENGINEERINGSUPP	\$326.20	
00043916	TOP OFFICE PRODUCTS IN	\$170.06	
00044709	PACIFIC HIDE AND FUR #	\$61.75	
00044275	ENERGY LABORATORIES, I	\$340.00	
00043869	BEARING BELTCHAIN00244	\$47.85	
00044011	ENERGY LABORATORIES, I	\$333.50	
00044705	BEARING BELTCHAIN00244	\$22.38	
00044614	ENERGY LABORATORIES, I	\$340.00	
00044223	UNITED STATES WELDING	\$19.23	
00044704	RMI WYOMING INC	\$96.16	
00043940	ATLAS OFFICE PRODUCTS	\$8.84	
00044056	THE HOME DEPOT 6001	\$137.54	
		\$18,340.33	Subtotal for Dept. Water
00044091	ENERGY LABORATORIES	\$20.00	
00044129	CASPER WINCO SUPPLY CO	\$24.00	
00044265	RESPOND FIRST AID OF W	\$25.93	
00044750	ENERGY LABORATORIES	\$150.00	
00044237	ENERGY LABORATORIES	\$375.00	
00044043	ENERGY LABORATORIES	\$150.00	
00044238	WW GRAINGER	\$124.44	
00044251	ENERGY LABORATORIES	\$225.00	
00044015	ENERGY LABORATORIES	\$375.00	
00044049	ENERGY LABORATORIES	\$375.00	
00044074	EUROFINS EATON ANALYTI	\$100.00	
00044561	COASTAL CHEMICAL CO LL	\$34.06	
00044674	ENERGY LABORATORIES	\$75.00	
00043923	COASTAL CHEMICAL CO LL	\$96.58	
00044257	USPS 57155809430310940	\$23.58	
00044155	INTERSTATE ALL BATTERY	\$121.60	
00044613	DXP ENTERPRISES	\$617.50	
00043797	HAWKINS INC	\$337.20	
00043848	FERGUSON ENT #3069	\$17.56	
00044406	UPS 0000008F045W206	\$109.73	
00044203	CRUM ELECTRIC SUPPLY C	\$26.36	
00043787	XEROX CORPORATION/RBO	\$217.47	
00044183	CRUM ELECTRIC SUPPLY C	\$78.82	
00044699	ENERGY LABORATORIES	\$225.00	
00044631	VZWLSS MY VZ VB P	\$22.26	
00043809	ALSCO INC.	\$144.00	
00044288	ENERGY LABORATORIES	\$225.00	
00044562	USPS 57155809430310940	\$48.99	
00044573	WEAR PARTS INC	\$300.19	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

P-CARD VENDORS

00044222 WAL-MART #3778	\$39.70	
00044480 CRUM ELECTRIC SUPPLY C	\$10.92	
00044070 ATLAS OFFICE PRODUCTS	\$101.67	
00044630 THE HOME DEPOT 6001	\$18.57	
00044007 ENERGY LABORATORIES	\$450.00	
00044458 PIZZA HUT #240	\$62.95	
	\$5,349.08	Subtotal for Dept. Water Treatment Plant
00044346 THE HOME DEPOT 6001	\$4.78	
00044210 STAPLES 00114181	\$5.99	
00044494 VERMEER SALES & SVCS O	\$162.74	
00044229 GREINER MOTOR COMPANY	\$53.20	
00044234 VAN DIEST SUPPLY COMPA	\$4,797.46	
00044734 AM LEONARD	\$144.55	
00044486 VAN DIEST SUPPLY COMPA	\$1,560.31	
00044276 BAILEYS ACE HDWE	\$9.98	
00044456 SQ ISC, INC. DBA V	\$570.71	
00043954 HOSE & RUBBER SUPPLY	\$59.07	
00044442 STOTZ EQUIPMENT - Credit	(\$61.39)	
00044014 BAILEYS ACE HARDWARE	\$15.38	
00044582 BLOEDORN LUMBER CASPER	\$23.64	
00044389 STOTZ EQUIPMENT	\$61.39	
00044491 CASPER CONTRACTORS SUP	\$28.20	
	\$7,436.01	Subtotal for Dept. Weed And Pest
	\$319,299.25	Subtotal for Vendor

PEGGY BROOKER

RIN026645 HISTORIC PRESERVATION	\$300.00	
RIN0026646 HISTORIC PRESERVATION	\$300.00	
RIN0026647 HISTORIC PRESERVATION	\$300.00	
	\$900.00	Subtotal for Dept. Fort Caspar
	\$900.00	Subtotal for Vendor

PEPSI COLA OF CASPER

152725 PRODUCT	\$3,652.00	
	\$3,652.00	Subtotal for Dept. Casper Events Center
110627 CREDIT MEMO	(\$350.00)	
	(\$350.00)	Subtotal for Dept. Ice Arena
	\$3,302.00	Subtotal for Vendor

PICKLE, BOBBY

0026485995 UTILITY REFUND	\$11.39	
	\$11.39	Subtotal for Dept. Water
	\$11.39	Subtotal for Vendor

POSTAL PROS, INC.

2560 BILLING FEES	\$2,956.06	
35501 WEB POSTING	\$3,226.32	
2542 BILLING FEES	\$2,772.85	

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

POSTAL PROS, INC.

2506 BILLING FEES

\$2,991.66
\$11,946.89 Subtotal for Dept. Finance
\$11,946.89 Subtotal for Vendor

PRINTWORKS

10993 BUSINESS CARDS
10986 GREEN INSPECTION TAGS

\$73.37
\$178.47
\$251.84 Subtotal for Dept. Code Enforcement
\$251.84 Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/139651 USER FEES

\$1,301.39
\$1,301.39 Subtotal for Dept. Metro Animal

1276/139652 USER FEES

\$530.66
\$530.66 Subtotal for Dept. Water
\$1,832.05 Subtotal for Vendor

RANDY OGDEN

RIN0026652 TRAVEL REIMBURSEMENT

\$84.00
\$84.00 Subtotal for Dept. Waste Water
\$84.00 Subtotal for Vendor

RESOURCE STAFFING

5775 TEMPORARY SERVICES
5743 TEMPORARY SERVICES
5774 TEMPORARY SERVICES

\$522.00
\$486.11
\$215.33
\$1,223.44 Subtotal for Dept. Casper Events Center
\$1,223.44 Subtotal for Vendor

RIVER WORKS INC.

6 MORAD PARK NORTH PLATTE RIVER

\$74,118.75
\$74,118.75 Subtotal for Dept. Streets
\$74,118.75 Subtotal for Vendor

ROBINSON CONTRACTING INC.

1 BUILDING DEMOLITION

\$8,650.00
\$8,650.00 Subtotal for Dept. Parks
\$8,650.00 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016805271612 ELECTRICITY

\$168.16
\$168.16 Subtotal for Dept. Buildings & Structures

AP00018205271612 ELECTRICITY

\$1,015.36
\$1,015.36 Subtotal for Dept. City Hall

AP00016505271612 ELECTRICITY

\$23,645.98
\$23,645.98 Subtotal for Dept. Water

RIN0026639 ELECTRICITY

\$9,541.66

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

ROCKY MOUNTAIN POWER

RIN0026639 ELECTRICITY

\$40,136.95
\$49,678.61 Subtotal for Dept. Water Treatment Plant
\$74,508.11 Subtotal for Vendor

SAM PARSON'S UPHOLSTERY

673733 SERVICES

\$77.33

673728 SERVICES

\$75.00

\$152.33 Subtotal for Dept. Fleet Maintenance
\$152.33 Subtotal for Vendor

SHOSHONE DISTRIBUTING CO., INC.

RIN0026644 INVENTORY

\$684.50

\$684.50 Subtotal for Dept. Ft. Caspar Inventory
\$684.50 Subtotal for Vendor

SMART SPEC, LLC

201615 ASBESTOS TESTING

\$255.00

\$255.00 Subtotal for Dept. CDBG
\$255.00 Subtotal for Vendor

SMITH, JIMMY W.

0026485992 UTILITY REFUND

\$56.57

\$56.57 Subtotal for Dept. Water
\$56.57 Subtotal for Vendor

SNELL, JASON

0026485987 UTILITY REFUND

\$45.80

\$45.80 Subtotal for Dept. Water
\$45.80 Subtotal for Vendor

SOURCE GAS DIST. LLC

201003886503 NATURAL GAS

\$4,621.02

207408049192 NATURAL GAS

\$229.83

\$4,850.85 Subtotal for Dept. Aquatics

207408049196 NATURAL GAS

\$1,686.57

\$1,686.57 Subtotal for Dept. Balefill

201537308270 NATURAL GAS

\$156.82

\$156.82 Subtotal for Dept. Buildings & Structures

201181446484 NATURAL GAS

\$2,921.15

\$2,921.15 Subtotal for Dept. Casper Events Center

207408049140 NATURAL GAS

\$146.54

\$146.54 Subtotal for Dept. Cemetery

201715230786 NATURAL GAS

\$27.08

201804188112 NATURAL GAS

\$289.01

207408049145 NATURAL GAS

\$684.03

201804190464 NATURAL GAS

\$77.20

\$1,077.32 Subtotal for Dept. City Hall

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

SOURCE GAS DIST. LLC

201092520196 NATURAL GAS	\$165.07		
	\$165.07	Subtotal for Dept.	Fire
201359342358 NATURAL GAS	\$1,510.39		
	\$1,510.39	Subtotal for Dept.	Fleet Maintenance
201626276852 NATURAL GAS	\$310.37		
	\$310.37	Subtotal for Dept.	Fort Caspar
201804188289 NATURAL GAS	\$267.98		
201804192678 NATURAL GAS	\$1,108.53		
	\$1,376.51	Subtotal for Dept.	Golf Course
201003886504 NATURAL GAS	\$741.42		
	\$741.42	Subtotal for Dept.	Ice Arena
201092522375 NATURAL GAS	\$867.37		
	\$867.37	Subtotal for Dept.	Metro Animal
201804188148 NATURAL GAS	\$724.97		
	\$724.97	Subtotal for Dept.	Recreation
201448323720 NATURAL GAS	\$17.90		
	\$17.90	Subtotal for Dept.	Sewer
207408049195 NATURAL GAS	\$5,116.64		
	\$5,116.64	Subtotal for Dept.	Waste Water
207408049194 NATURAL GAS	\$109.63		
207408049171 NATURAL GAS	\$2,339.15		
	\$2,448.78	Subtotal for Dept.	Water
201804190437 NATURAL GAS	\$4,528.90		
	\$4,528.90	Subtotal for Dept.	Water Treatment Plant
	\$28,647.57	Subtotal for Vendor	

STAR LINE FEEDS

239081 PET FOOD	\$424.30		
	\$424.30	Subtotal for Dept.	Metro Animal
	\$424.30	Subtotal for Vendor	

STATE OF WY - DEPT. OF AGRICULTURE

RIN0026387 LICENSE	\$50.00		
RIN0026380 LICENSE	\$50.00		
RIN0026381 LICENSE	\$50.00		
RIN0026382 LICENSE	\$50.00		
RIN0026383 LICENSE	\$50.00		
RIN0026384 LICENSE	\$50.00		
RIN0026386 LICENSE	\$50.00		
RIN0026388 LICENSE	\$50.00		
RIN0026389 LICENSE	\$50.00		
RIN0026385 LICENSE	\$50.00		
	\$500.00	Subtotal for Dept.	Aquatics
RIN0026377 LICENSE	\$50.00		
	\$50.00	Subtotal for Dept.	Ice Arena
RIN0026390 LICENSE	\$100.00		

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

STATE OF WY - DEPT. OF AGRICULTURE

RIN0026391 LICENSE

\$100.00 Subtotal for Dept. Aquatics
\$100.00
\$100.00 Subtotal for Dept. Aquatics
\$750.00 Subtotal for Vendor

STEALTH PARTNER GROUP

RIN0026677 MEDICAL STOP LOSS

\$59,035.96
\$59,035.96 Subtotal for Dept. Health Insurance
\$59,035.96 Subtotal for Vendor

STELLAR PROGRAMMING & CONSULTING

2068 URBAN RENEWAL MAPPING
2068 URBAN RENEWAL MAPPING
2068 URBAN RENEWAL MAPPING

\$260.50
\$742.00
\$2,325.00
\$3,327.50 Subtotal for Dept. Planning

2064A CONSULTING
2066A CONSULTING
2067A CONSULTING

\$5,280.00
\$825.00
\$3,410.00
\$9,515.00 Subtotal for Dept. Refuse Collection
\$12,842.50 Subtotal for Vendor

STEVE SCHULZ

RIN0026518 TUITION REIMBURSEMENT

\$854.90
\$854.90 Subtotal for Dept. Police
\$854.90 Subtotal for Vendor

STEVENS ENGINEERS INC

10497 CHILLER SYSTEM

\$12,594.00
\$12,594.00 Subtotal for Dept. Casper Ice Arena
\$12,594.00 Subtotal for Vendor

STOTZ EQUIPMENT

E02480 JOHN DEERE TURF GATOR

\$6,800.00
\$6,800.00 Subtotal for Dept. Balefill
\$6,800.00 Subtotal for Vendor

STRATEGIC INSIGHTS, INC.

16PLAN-IT-091 PLAN IT RENEWAL

\$2,925.00
\$2,925.00 Subtotal for Dept. Information Services
\$2,925.00 Subtotal for Vendor

SUESS, JORDAN

0026576839 UTILITY REFUND

\$18.82
\$18.82 Subtotal for Dept. Water
\$18.82 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

SYSCO FOOD SVCS. CORP.

605060175 PRODUCT	\$1,117.98	
1629815PU CREDIT MEMO	(\$196.76)	
605060175 PRODUCT	\$689.61	
605130150 PRODUCT	\$598.35	
605130150 PRODUCT	\$1,517.43	
605120418 PRODUCT	\$1,990.72	
605060175 PRODUCT	\$1,604.82	
603040139 CREDIT MEMO	(\$68.56)	
1628171PU CREDIT MEMO	(\$145.22)	
605160167 PRODUCT	\$355.47	
605160167 PRODUCT	\$414.97	
603100145 CREDIT MEMO	(\$269.30)	
\$7,609.51 Subtotal for Dept.		Casper Events Center
\$7,609.51 Subtotal for Vendor		

TEST AMERICA LABORATORIES, INC

28176812 TESTING	\$4,161.50	
\$4,161.50 Subtotal for Dept.		Balefill
\$4,161.50 Subtotal for Vendor		

THE SANBORN MAP CO.

COS00004980 AERIAL PHOTOGRAPHY UPDATE	\$3,802.62	
COS00004980 AERIAL PHOTOGRAPHY UPDATE	\$36,182.82	
\$39,985.44 Subtotal for Dept.		Metropolitan Planning
\$39,985.44 Subtotal for Vendor		

THERESA MCCARTHY

90066004 CLOTHING REIMBURSEMENT	\$39.88	
\$39.88 Subtotal for Dept.		Buildings & Structures
\$39.88 Subtotal for Vendor		

TOWN OF EVANSVILLE

RIN0026636 REFUND	\$1,318.55	
\$1,318.55 Subtotal for Dept.		Metropolitan Planning
RIN0026355 SHARE OF SEIZURE	\$26.25	
\$26.25 Subtotal for Dept.		Police Grants
\$1,344.80 Subtotal for Vendor		

TOWNSQUARE MEDIA

16390BU-16463TR ADVERTISING	\$5,502.00	
\$5,502.00 Subtotal for Dept.		Golf Course
\$5,502.00 Subtotal for Vendor		

TRETO CONST.

RIN0026681 WATERLINE REPLACEMENT	\$166,312.34	
RIN0026681 RETAINAGE	(\$14,242.13)	
\$152,070.21 Subtotal for Dept.		Water

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

TRETO CONST.

\$152,070.21 Subtotal for Vendor

TRETO CONSTRUCTION, LLC

RIN0026682 RETAINAGE

\$14,242.13

\$14,242.13 Subtotal for Dept. Water

\$14,242.13 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

55116 VACCINATION

\$105.00

\$105.00 Subtotal for Dept. Waste Water

\$105.00 Subtotal for Vendor

VICKI SCHULER

RIN0026641 TUITION REIMBURSEMENT

\$919.92

\$919.92 Subtotal for Dept. Fire

\$919.92 Subtotal for Vendor

VISION SVC. PLAN

RIN0026637 BENEFIT PAYABLE

\$1,452.22

\$1,452.22 Subtotal for Dept. Health Insurance

\$1,452.22 Subtotal for Vendor

VISITS LLC

3272 CAR WASH SERVICES

\$10.00

\$10.00 Subtotal for Dept. Code Enforcement

3268 CAR WASH TOKENS

\$107.77

\$107.77 Subtotal for Dept. Police

\$117.77 Subtotal for Vendor

WARD, JOCKO

0026576835 UTILITY REFUND

\$15.89

\$15.89 Subtotal for Dept. Water

\$15.89 Subtotal for Vendor

WASTE WATER TREATMENT

1337/139659 SUMP CLEANING

\$600.00

\$600.00 Subtotal for Dept. Balefill

1276/140339 201 SEWER

\$250,548.75

\$250,548.75 Subtotal for Dept. Sewer

\$251,148.75 Subtotal for Vendor

WATER TECHNOLOGY GROUP

5363384 SAGEBRUSH LIFT STATION RAILS

\$3,723.00

\$3,723.00 Subtotal for Dept. Sewer

\$3,723.00 Subtotal for Vendor

WESLEY BEER

RIN0026625 BOOT REIMBURSEMENT

\$73.79

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

WESLEY BEER

\$73.79 Subtotal for Dept. Streets

\$73.79 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC15031-1006 CHILLER REPLACEMENT

\$1,200.00

\$1,200.00 Subtotal for Dept. Casper Events Center

\$1,200.00 Subtotal for Vendor

WESTERN MEDICAL ASSOC., LLC

RIN0026627 PHYSICALS

\$8,885.00

\$8,885.00 Subtotal for Dept. Fire

\$8,885.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

142020006 ROBERTSON ROAD TRAIL EXTENSION

\$85.72

142020006 ROBERTSON ROAD TRAIL EXTENSION

\$342.89

\$428.61 Subtotal for Dept. Parks

13013036 MIDWEST AVE RECONSTRUCTION

\$20,833.18

130130035 MIDWEST AVE RECONSTRUCTION

\$9,613.75

160580002 K STREET IMPROVEMENTS

\$20,027.74

\$50,474.67 Subtotal for Dept. Streets

\$50,903.28 Subtotal for Vendor

WILLIAMS, PORTER, DAY & NEVILLE, P.C.

71267 LEGAL

\$340.00

RIN0026642 LEGAL

\$573.50

\$913.50 Subtotal for Dept. Property & Liability Insurance

\$913.50 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2016-10564 WASHINGTON PARK BLEACHERS

\$6,666.63

\$6,666.63 Subtotal for Dept. Parks

2016-10563 TESTING

\$2,908.18

2016-10420 TESTING

\$3,558.77

2016-10511 COUNTRY CLUB ROAD IMPROVEMENTS

\$5,350.87

2016-10510 HIGHLAND PARK

\$2,754.25

\$14,572.07 Subtotal for Dept. Streets

2016-10563 TESTING

\$10,017.07

2016-10511 COUNTRY CLUB ROAD IMPROVEMENTS

\$8,631.01

2016-10420 TESTING

\$12,257.98

\$30,906.06 Subtotal for Dept. Water

\$52,144.76 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000081778 WEST YELLOWSTONE

\$103.70

0000081777 YELLOWSTONE - DAVID TO SPRUCE

\$10.17

\$113.87 Subtotal for Dept. Capital Projects

Bills and Claims

City of Casper

18-May-16 to 07-Jun-16

WY. DEPT. OF TRANSPORTATION

\$113.87 Subtotal for Vendor

WY. LAW ENFORCEMENT ACADEMY

S-9615 COMMUNICATION BASIC

\$550.00

\$550.00 Subtotal for Dept. Communications Center

s-9606 FIREARMS TRAINING

\$825.00

S-9647 FIREARMS TRAINING

\$325.00

\$1,150.00 Subtotal for Dept. Police

\$1,700.00 Subtotal for Vendor

WYOMING NUTRITION SERVICE

RIN0026656 UTILITY REFUND

\$14.41

\$14.41 Subtotal for Dept. Water

\$14.41 Subtotal for Vendor

YBARRA, BECKI/FAUSTINO

0026485985 UTILITY REFUND

\$36.22

\$36.22 Subtotal for Dept. Water

\$36.22 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

APRIL2016 FUNDING

\$4,996.53

\$4,996.53 Subtotal for Dept. Social Community Services

\$4,996.53 Subtotal for Vendor

Grand Total

\$2,829,658.20

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 06/07/16

Payroll Disbursements

5/19/16	CITY PAYROLL	\$ 1,221,876.97
5/19/16	BENEFITS & DEDUCTIONS	\$ 198,659.74
5/20/16	EXCEPTIONS PAYROLL	\$ 356.26
5/20/16	BENEFITS & DEDUCTIONS	\$ 37.24
5/24/16	EXCEPTIONS PAYROLL	\$ 179.24
5/24/16	BENEFITS & DEDUCTIONS	\$ 18.73
5/26/16	FIRE PAYROLL	\$ 170,152.36
5/26/16	BENEFITS & DEDUCTIONS	\$ 27,646.21
6/2/16	CITY PAYROLL	\$ 1,215,641.59
6/2/16	BENEFITS & DEDUCTIONS	\$ 213,696.37

Total Payroll \$ 3,048,264.71

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

June 7, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Linda Carlson, Assistant Support Services Director 
Carla Mills-Laatsch, Customer Service Supervisor 

SUBJECT: Establish June 21, 2016 as Public Hearing for Transfer of Ownership and Location of Retail Liquor License No. 15, OC Casper, LLC., located at 3580 East 2nd Street.

Recommendation:

That Council, by minute action, establish June 21, 2016, as the Public Hearing date for the consideration of a Transfer of Ownership and Location of Retail Liquor License No. 15, from D & D Liquors, Inc., d.b.a Dorn's Fireside Lounge, located at 1745 CY Avenue, to OC Casper, LLC., d.b.a. Old Chicago located at 3580 East 2nd Street.

Summary:

An application has been received for a Transfer of Ownership and Location of Retail Liquor License No. 15, from D & D Liquors, Inc., d.b.a Dorn's Fireside Lounge, located at 1745 CY Avenue, to OC Casper, LLC., d.b.a. Old Chicago located at 3580 East 2nd Street.

Currently, OC Casper, LLC has Restaurant Liquor License No. 20 and Microbrewery Liquor License No. 2. Municipal Code 5.08.100(B) states that no more than one license or permit shall be issued to any one person. Upon approval, OC Casper, LLC will relinquish Restaurant Liquor License No. 20 and Microbrewery Liquor License No. 2 to the City of Casper.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire Department, City of Casper Planning and Community Development, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.070, a notice is being published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

May 31, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish June 21, 2016 as the date of a public hearing for consideration of an appeal of decision by the Planning and Zoning Commission to deny a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street.

Recommendation:

That Council, by minute action, establish June 21, 2016, as the public hearing date for the consideration of an appeal of the decision of the Planning and Zoning Commission to deny a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district, on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street.

Summary:

Jon Cardenas, as property owner, applied for a Conditional Use Permit to allow for the construction of a second story on an existing detached garage, resulting in 19' high walls, which is in excess of the 12' maximum wall height permitted. The subject property is zoned R-2 (One Unit Residential) zoning district, and is located at 2850 East 5th Street. Surrounding land uses in the immediate area are all single-family residential. Section 17.12.121(G) of the Casper Municipal Code states that a Conditional Use Permit is required for detached accessory buildings that exceed twelve (12) feet in exterior wall height.

The City received a request from the applicant to appeal the decision within the statutory ten-day appeal period.

May 27, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Determination as to whether the annexation of Heritage Hills Addition No. 5 complies with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes.

Recommendation:

That Council, by resolution, find that the annexation of Heritage Hills Addition No. 5 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 was prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

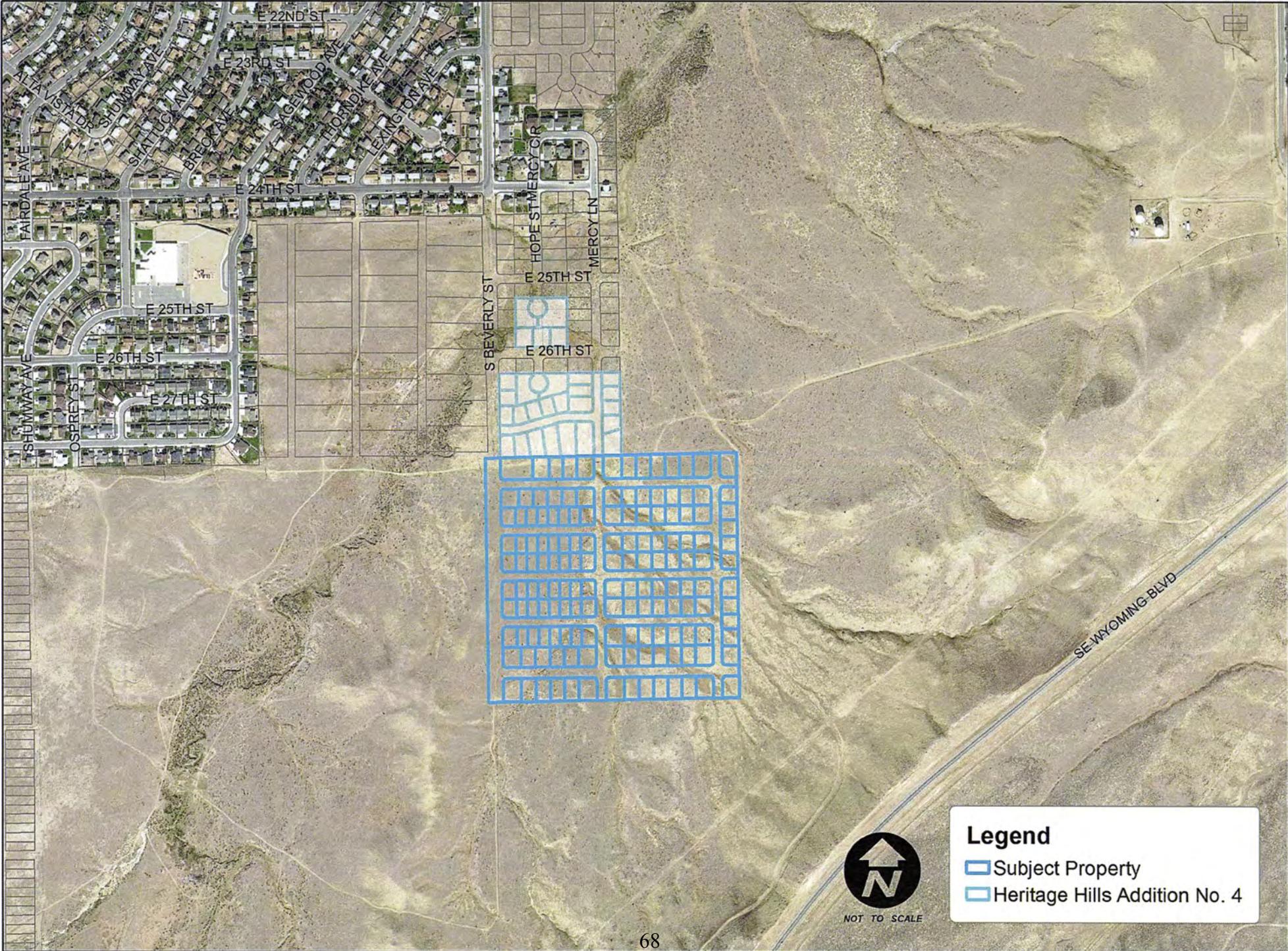
In approving the resolution on the compliance of the annexation with Wyoming State Statutes the Council is making the following findings:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to, the City limits.

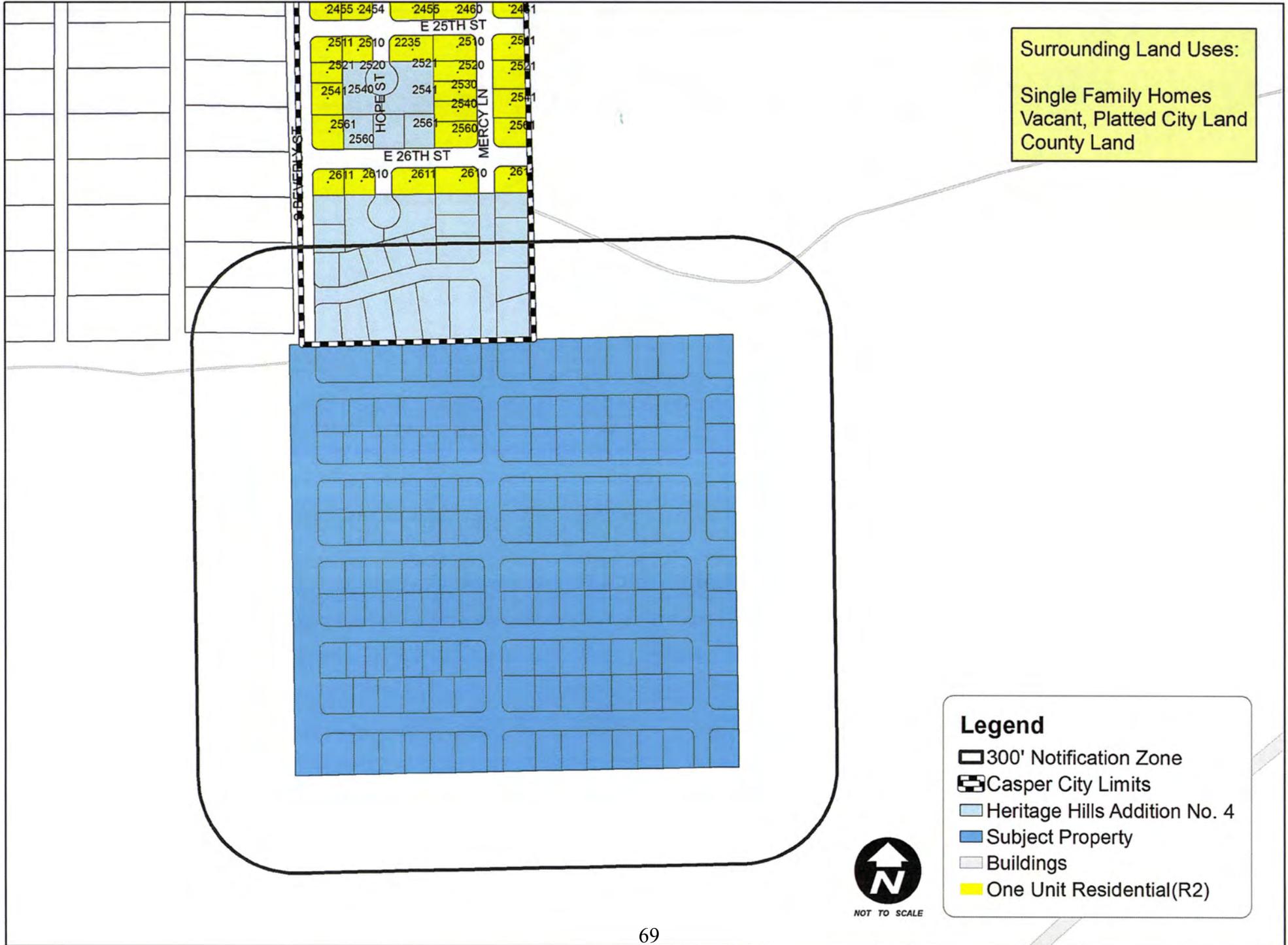
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming Law.
7. Legal notice specifying the date, time, and place for an June 7, 2016 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune May 9, 2016 and May 16, 2016; and notice was given as provided by Wyoming State Statute §15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides the support for the findings as required by Statute. The annexation report concludes that the City can provide public services to this property without additional staff, equipment, or facility expansion.

Heritage Hills Addition No. 5



Heritage Hills Addition No. 5



Surrounding Land Uses:
 Single Family Homes
 Vacant, Platted City Land
 County Land

Legend

- 300' Notification Zone
- Casper City Limits
- Heritage Hills Addition No. 4
- Subject Property
- Buildings
- One Unit Residential(R2)



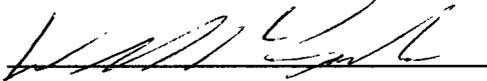
NOT TO SCALE

CERTIFICATION OF PETITION FOR ANNEXATION

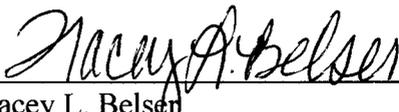
I, Tracey L. Belser, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the Heritage Hills No. 5 substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

1. The petition is signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property;
2. The petition contains the following detailed information:
 - a. A legal description of the area sought to be annexed;
 - b. A request that the described territory be annexed;
 - c. A statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and,
 - d. A map of the area.

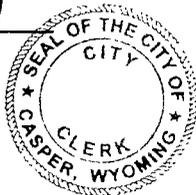
APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation



Tracey L. Belser
City Clerk



12-22-15
Date

HERITAGE HILLS ADDITION NO. 5

2016 ANNEXATION REPORT

February, 2016

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is a summary and analysis of the cost of providing basic City services to Heritage Hills Addition No. 5, a 41.76-acre, more or less, parcel, located south of the current terminus of South Beverly Street at future East 28th Street. Said property is currently being proposed for annexation to the City of Casper.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

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 28th 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.

DEVELOPMENT COSTS

There will not be any publically-funded infrastructure development costs associated with this annexation. All costs related to the provision of streets and necessary public utilities will be borne by the applicant.

STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map).*
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above).*
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation).*

- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below)*.
- (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Sources of Revenue" section below for tax information)*.
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above)*.

COMPLIANCE WITH W.S. 15-1-402.

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.

7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the ten departments or divisions that will provide direct, basic services to the property have been considered, to gain a tangible measure of service costs.

The cost of most City services per property were derived by dividing each department's FY 2016 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 19,647 residential properties/accounts and 1,595 commercial properties/accounts, for an approximate total of 21,242 properties/accounts in Casper.

POLICE DEPARTMENT:

The Casper Police Department will provide law enforcement services, which consist of answering calls for service and patrolling the proposed Addition. Presently, there are approximately 212 properties per sworn officer in Casper. Based on the total budget for the Police Department and the approximate 21,242 properties served in the City of Casper, it is estimated that the cost to provide Police service is \$610 for each property in the City (\$12,949,439 current Police Department budget, divided by 21,242 properties in the City).

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. For the purpose of this report, it is assumed that each of the 153 lots will contain a single dwelling unit; therefore, the estimated cost for providing Police Department service to this area is \$93,330 per year (\$610 x 153 new properties/users). Police service will be available immediately upon the completion of the annexation of the area.

FIRE DEPARTMENT:

The Casper Fire Department provides fire / EMS services, which consist of answering calls for emergency services. Presently, there are 276 properties per sworn fireman in Casper. It is estimated that the cost to provide fire service is \$422 for each property in Casper (\$8,960,563 current Fire Department budget, divided by 21,242 properties).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. For the purpose of this report, it is assumed that each of the 153 lots will contain a single dwelling unit; therefore, the total estimated cost for providing Fire Department service to this area is \$64,566 per year (\$422 x 153 new properties/users). Fire service will be available immediately upon the completion of the annexation of the area.

STREETS AND TRAFFIC DIVISION:

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. It is estimated that the cost to provide Streets/Traffic Division service is \$249 for each property in the City (\$5,295,857 current Street Division budget, divided by 21,242 properties).

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation. The Streets/Traffic Division will not need to hire additional personnel or purchase additional equipment to service this property. For the purpose of this report, it is assumed that each of the 153 lots will contain a single dwelling unit; therefore, the total estimated cost for providing Streets/Traffic Division service to this area is \$38,097 per year (\$249 x 153 new properties/users). Streets/Traffic Division service will be available immediately upon the completion of the annexation of the area.

PUBLIC UTILITIES DIVISION (WATER AND SEWER):

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is totally self-funded through various fees.

The City will not incur any additional capital costs associated with providing water and sewer service to the area. There is no new publicly-funded infrastructure required to serve the area, such as storage tanks, booster stations, lift stations or water trunk lines. There will not be additional operational costs. All costs to provide water and sewer service to the area should be equal to revenues generated by the property. Public Utilities service will be available immediately upon the completion of the annexation of the area.

SANITATION DIVISION:

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area.

PARKS DIVISION:

There will not be any new parkland associated with the annexation of this property, and therefore, no additional cost to the City for improvements, maintenance or upkeep.

COMMUNITY DEVELOPMENT DEPARTMENT:

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the area. The estimated cost to provide Planning, Building, and Code Enforcement service is \$87 for each property in Casper (\$1,859,294 current Planning/Building/Code Enforcement budget, divided by 21,242 properties).

The Community Development Department will not need to make any changes that will involve any additional costs as a result of the annexation of the area. The staffing level and current equipment are adequate to absorb the workload. For the purpose of this report, it is assumed that each of the 153 lots will contain a single dwelling unit; therefore, the total estimated cost to the City for providing Planning, Building/ Code Enforcement service to this area is \$13,311 per year (\$87 x 153 new properties/users). Community Development Department service will be available immediately upon the completion of the annexation of the area.

ENGINEERING DIVISION:

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating of drainage concerns, surveying, and oversight of capital construction projects. It is estimated that the cost to provide Engineering Division service is \$57 for each property in the City (\$1,222,159 current Engineering Division budget, divided by 21,242 properties).

Current Engineering Division staff levels and equipment are adequate to absorb the work generated by the Addition. There will be no significant cost increase to the Engineering Division as a result of the annexation of the area. For the purpose of this report, it is assumed that each of the 153 lots will contain a single dwelling unit; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$8,721 per year (\$57 x 153 new properties/users). Engineering Division service will be available immediately upon the completion of the annexation of the area.

SOURCES OF REVENUE

The City's services to properties are funded through a number of sources. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid by the actual user fees collected. The remaining City services to properties, which are paid out of the general fund, are supported in part by property taxes, as well as mineral/other taxes, and licenses/fees. The largest sources of general fund revenue for the City are sales tax

(45%), mineral taxes (16%), and franchise fees (10%). Property taxes (7%) account for a relatively minor portion of general fund revenue. It is generally accepted that given the current tax structure, residential properties do not generate sufficient property taxes to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of providing City services.

County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property tax revenue is the School District, which receives 32.5 Mills, or approximately 44% of the property tax collected.

CONCLUSION

The property being annexed will receive the same services that other properties within the City receive once it's annexed. The City can provide these services without additional staff, equipment or publicly-funded facility expansion. The property is adjacent to properties that are already benefitting from City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. TAX LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



City of Casper Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

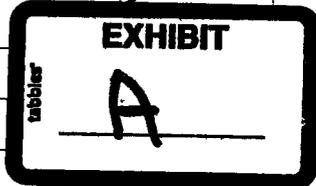
NAME: Integrity Building Group, LLC
 ADDRESS: 1011 Goodstein Dr, Casper, WY 82601
 TELEPHONE: 307-267-5978 EMAIL: gaddiscustombuilding@gmail.com

HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: Heritage Hills Addition No. 5
 ADDRESS: TBD

LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): Part of the NE 1/4 NW 1/4 Sec 22, and all of the NW 1/4 NW 1/4 Sec 23, T33N R79W

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 41.76 acres ±



NUMBER OF LOTS AND BLOCKS: 124 Lots + 2 open tracts
 PRESENT ZONING: UA & SR-1 (County) PROPOSED ZONING: R2 & R3 see plan
 PRESENT LAND USE: Vacant
 PROPOSED LAND USE: Residential

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse). NO

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: [Handwritten Signature]

SIGNATURE OF PROPERTY OWNER: _____

DATE: 12-17-15

SUBMIT TO:
 Community Development Department
 Planning Division
 200 N David, RM 203
 Casper, WY 82601
 Phone: 307-235-8241
 Fax: 307-235-8362
 www.casperwy.gov

COMPLETE SUBMITTAL NEEDS TO INCLUDE:

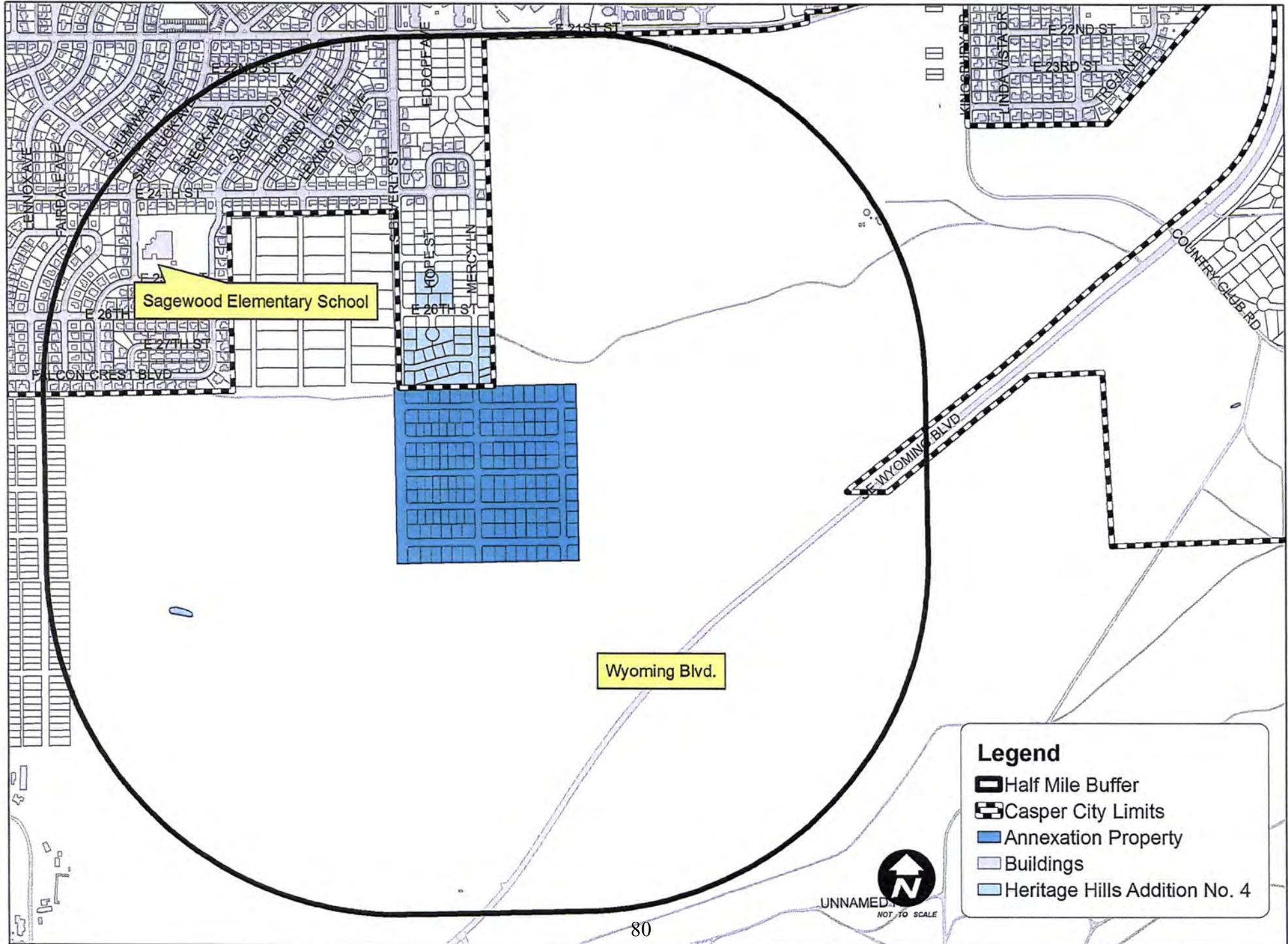
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- \$600 APPLICATION FEE & PROOF OF OWNERSHIP
- ANNEXATION MAP/PLAT
- EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

FOR OFFICE USE ONLY:

DATE SUBMITTED:
DEC 18 2015

REC'D BY: _____

Heritage Hills Addition No. 5



Wyoming Blvd.

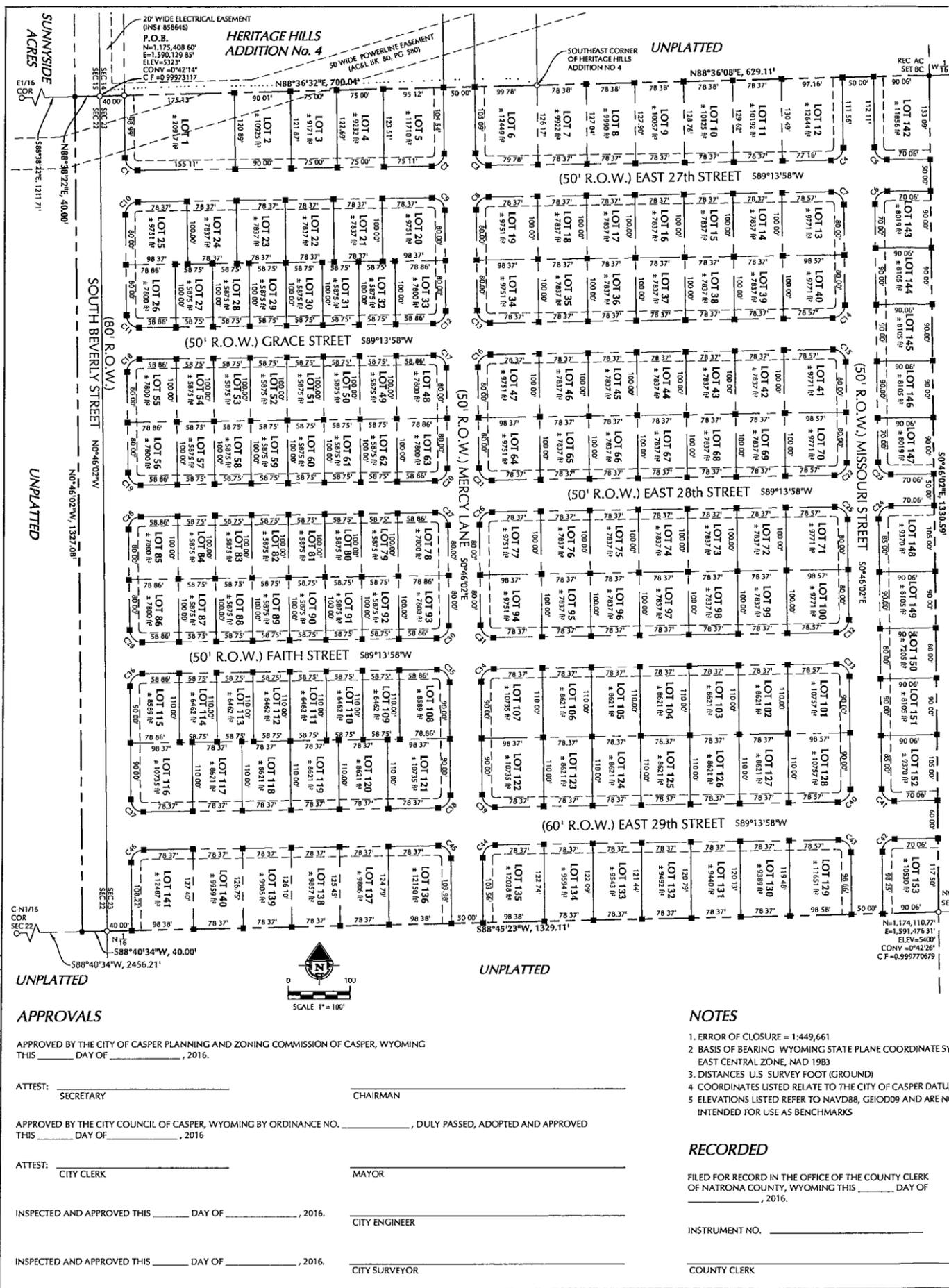
Sagewood Elementary School

Legend

- Half Mile Buffer
- Casper City Limits
- Annexation Property
- Buildings
- Heritage Hills Addition No. 4



UNNAMED NOT TO SCALE



FINAL PLAT OF
"HERITAGE HILLS ADDITION No. 5"
 TO THE CITY OF CASPER, WYOMING

LOCATED IN AND BEING A PORTION OF THE NE1/4NE1/4, SECTION 22, AND ALL OF THE NW1/4NW1/4, SECTION 23, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

SCALE: 1"=100'

CERTIFICATE OF DEDICATION

Integrity Building Group, LLC hereby certifies that they are the owner and proprietor of the foregoing Parcel located in and being a portion of the NE1/4NE1/4, Section 22, and all of the NW1/4NW1/4, Section 23, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at the brass cap at the northwest corner of said Section 23; thence along the north line of said NW1/4NW1/4, N88°36'32"E, 700.04 feet to a brass cap at the southwest corner of Heritage Hills Addition No. 4, thence continuing along the north line of said NW1/4NW1/4, N88°36'08"E, 629.11 feet to a brass cap at the northeast corner of said NW1/4NW1/4; thence along the east line of said NW1/4NW1/4, S0°45'02"E, 1330.59 feet to a brass cap at the southeast corner of said NW1/4NW1/4; thence along the south line of said NW1/4NW1/4, S88°45'23"W, 1329.11 feet to a brass cap at the southwest corner of said NW1/4NW1/4; thence along the south line of said NE1/4NE1/4, S88°40'34"W, 40.00 feet to a brass cap, thence along a line parallel with the east line of said NE1/4NE1/4, N0°46'02"W, 1327.06 feet to a brass cap in the north line of said Section 22, thence along the north line of said NE1/4NE1/4, N88°38'22"E, 40.00 feet to the Point of Beginning.

The above described Parcel contains 41.76 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

The subdivision of the foregoing described land as it appears on this plat is with the free consent and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "Heritage Hills Addition No. 5", to the City of Casper, Wyoming. The above named owner and proprietor does hereby dedicate Tract A and all streets and roads shown hereon to the use of the public and grants to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat.

OWNER
 Integrity Building Group, LLC
 1011 Goodstein Dr.
 Casper, Wyoming 82601

Kristan M. Gaddis - Managing Member, Integrity Building Group, LLC

STATE OF WYOMING) ss
 NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by:

Kristan M. Gaddis - Managing Member, Integrity Building Group, LLC
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires _____

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, Paul A. Heintz, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "HERITAGE HILLS ADDITION No. 5" as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Casper regulations governing the subdivision of land.

STATE OF WYOMING) ss
 NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by:

Paul A. Heintz, P.L.S.
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires _____

NOTARY PUBLIC

NOTES

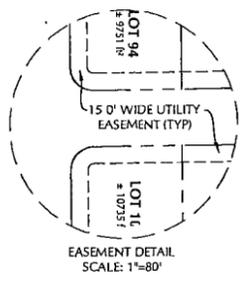
1. ERROR OF CLOSURE = 1:449,661
2. BASIS OF BEARING - WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
3. DISTANCES - U.S. SURVEY FOOT (GROUND)
4. COORDINATES LISTED RELATE TO THE CITY OF CASPER DATUM
5. ELEVATIONS LISTED REFER TO NAVD88, GEIOD09 AND ARE NOT INTENDED FOR USE AS BENCHMARKS

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS _____ DAY OF _____, 2016.

INSTRUMENT NO. _____

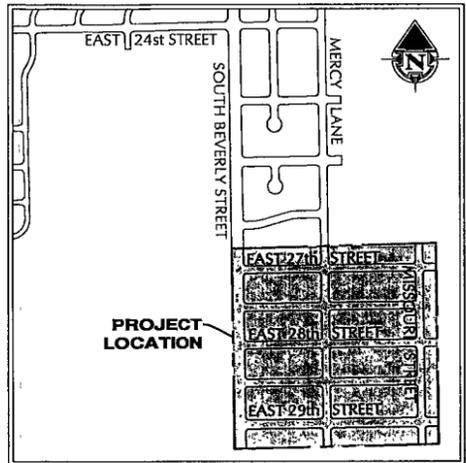
COUNTY CLERK



LEGEND

- RECOVERED BRASS CAP
- SET 5/8" REBAR W/ALUMINUM CAP
- SET BRASS CAP
- - - PLAT BOUNDARY
- LOT LINES
- - - EASEMENT LINES
- - - MEASURED

AFFIX RECORDING LABEL HERE

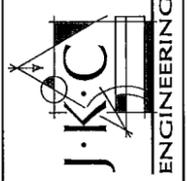


VICINITY MAP
 1" = 600'

Curve #	Delta	Radius	Length	Chord Bearing	Chord Length
C1	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C2	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C3	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C4	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C5	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C6	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C7	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C8	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C9	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C10	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C11	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C12	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C13	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C14	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C15	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C16	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C17	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C18	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C19	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C20	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C21	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C22	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C23	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C24	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C25	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C26	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C27	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C28	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C29	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C30	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C31	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C32	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C33	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C34	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C35	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C36	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C37	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C38	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C39	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C40	90°00'00"	20.00'	31.42'	S44°13'58"W	28.28'
C41	90°00'00"	20.00'	31.42'	N45°46'02"W	28.28'
C42	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C43	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C44	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'
C45	90°00'00"	20.00'	31.42'	S45°46'02"E	28.28'
C46	90°00'00"	20.00'	31.42'	N44°13'58"E	28.28'

ENGINEERING • SURVEYING • GIS MAPPING
 CONSTRUCTION MANAGEMENT

111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
 Ph: 307-265-4601 • Fax: 307-265-4672



FINAL PLAT OF
"HERITAGE HILLS ADDITION No. 5"
 TO THE CITY OF CASPER, WYOMING
 LOCATED IN AND BEING A PORTION OF THE NE1/4NE1/4, SECTION 22, AND ALL OF THE NW1/4NW1/4, SECTION 23, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

DATE: 1/13/2016
 PROJECT #: 14-08
 DRAWN BY: SAS
 SHEET TITLE:
 RECORD OF SURVEY
 SHEET NUMBER
1 OF 1

S:\ANDERSON\14-08\ONE\PLAT\14-08_PLAT.dwg SAVED: 1/13/16 PRINTED: 1/13/16 BY: JOHN

**2015 TAX LEVIES FOR NATRONA COUNTY
TAXING DISTRICTS**

District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	NPWS	CASPER MOUNTAIN	SD #1	
Dist #	0150	0151	0152	0153	0154	0155	0125	0121	0120	
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	
School District #1										
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
TOTAL SCHOOL DISTRICT	32.500	32.500								
Community College										
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	
TOTAL COMMUNITY COLLEGE	7.390	7.390								
Natrona County										
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	
TOTAL NATRONA COUNTY	12.000	12.000								
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000				
Sewer, Water & Fire Bonds							8.000			
Fire Protection							3.000	3.000	3.000	
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	75.890	67.890	67.890	

2015 SPECIAL DISTRICTS:

TAX DISTRICT	MILL LEVY		
0121 CASPER MOUNTAIN FIRE	3.000	0144 POISON SPIDER	\$825.00
0158 DOWNTOWN DEV AUTHORITY	18.00	0146 SKYVIEW / COLMAN	\$200.00 PER LOT
0125 NORTH PLATTE WATER & SEWER	8.000	0149 BRANDT-GOTHBERG	VARIES
0122 PIONEER WATER & SEWER	8.000	0160 BLOODY TURNIP	\$180 / \$300
0128 WARDWELL WATER & SEWER	8.000	0182 BROOKHURST	\$120.00
TAXING ENTITIES MILL LEVY		0163 EAST HENRIE ROADWAY	\$264.00
STATE SCHOOL FOUNDATION	12.00	0164 BIG RIVER ESTATES	\$250.00 PER OWNER
SCHOOL DISTRICT #1	32.50	0167 NORTH MOUNTAIN VIEW	\$295.00 PER LOT
CASPER COLLEGE	7.390	0169 MILE HIGH	\$175.00 PER TAP
COUNTY WEED & PEST	1.000		
MUNICIPAL LEVIES	8.000		
COUNTY FIRE PROTECTION	3.000		
CASPER MOUNTAIN FIRE	3.000		
NATRONA COUNTY	12.00		
IMPROVEMENT & SERVICE DISTRICTS	REQUESTED DOLLARS		
0123 PURSEL LANDS	\$100.00 PER LOT		
0124 LAKEVIEW	\$530.00		
0126 WESTLAND PARK	\$200.00		
0127 RED BUTTE	\$225.00		
0130 BURD ROAD	VARIES		
0131 RENAUNA	VARIES		
0132 SKYLINE RANCHES	VARIES		
0136 VISTA WEST/WESTGATE PARK	\$988.00		
0137 WEBB CREEK	\$700.00		
0138 33 MILE ROAD	\$750.00 PER TAP		
0139 SANDY LAKE ESTATES	\$100.00		
0140 SUNLIGHT	\$100.00		
0141 INDIAN SPRINGS	VARIES		
0142 THE ASPENS	\$250.00		
0143 PARK EAST RANCHETTES	\$40.00		

UTILITIES

Rocky Mountain Power

Attn: Leslie Blythe
2840 East Yellowstone Hwy
Casper, WY 82609

Century Link

Timothy Doyle
103 North Durbin Street
Casper, WY 82601
(307) 235-2479

Century Link

Tim Doyle
CenturyLink Engineer II
for Casper and Glenrock WY
4719 Ridge Rd
Cheyenne WY
Office# 307-771-6417
Cell# 307-509-9905

Charter

Bob Casados
451 South Durbin Street
Casper, WY 82601

SourceGas

Kelly Spitz
1535 East Yellowstone
Casper, WY 82601
(307) 261-3321

**HERITAGE HILLS ADDITION NO. 5
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. Integrity Building Group, LLC, 1011 Goodstein Drive, Casper, Wyoming 82601. (“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 annex and plat a portion of the NE1/4NE1/4, Section 22, and all of the NW1/4NW1/4, Section 23, T33N, R79W, 6th P.M., Natrona County Wyoming, comprising 41.76-acres, more or less, to create Heritage Hills Addition No. 5.
- C. A plat of Heritage Hills Addition No. 5 (“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.

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.

2.16 Other Requirements:

1. No driveways or curb cuts shall be permitted on South Beverly Street. All points of access shall be off the adjacent local streets.
2. South Beverly Street shall be constructed to City standards as a collector street, with five (5) foot detached sidewalks and large, deciduous-type street trees located within a landscaped parkway area between the sidewalk and the back of curb, at a maximum spacing interval of forty (40) feet on center. Said street trees shall be a minimum of two (2) inches caliper at the time of planting, and any trees that die shall be replaced.
3. Interior (local) streets may be constructed with either curbwalk or detached sidewalks in compliance with the Casper Municipal Code, at the owner's discretion.
4. South Beverly Street shall be constructed to the southern-most phase of development as construction occurs. A minimum of two (2) points of access shall be available and fully constructed to City standards for each phase of development.

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:

Integrity Building Group, LLC
1011 Goodstein Drive
Casper, Wyoming 82601

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:

W. Bruce Truitt

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS:

OWNER
Integrity Building Group, LLC

By: Dee Hardy

By: Kristan M. Gault

Printed Name: Dee Hardy

Printed Name: Kristan M. Gault

Title: Notary

Title: Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2016 by Daniel Sandoval as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

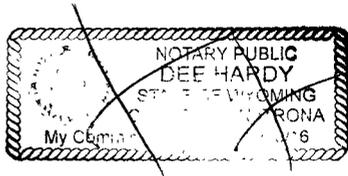
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 17th day of May, 2016 by Kristan M. Gaddis as the Member of Integrity Building Group, LLC.

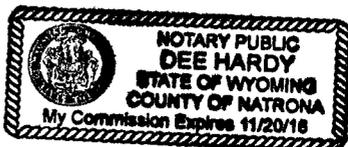
(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/16]

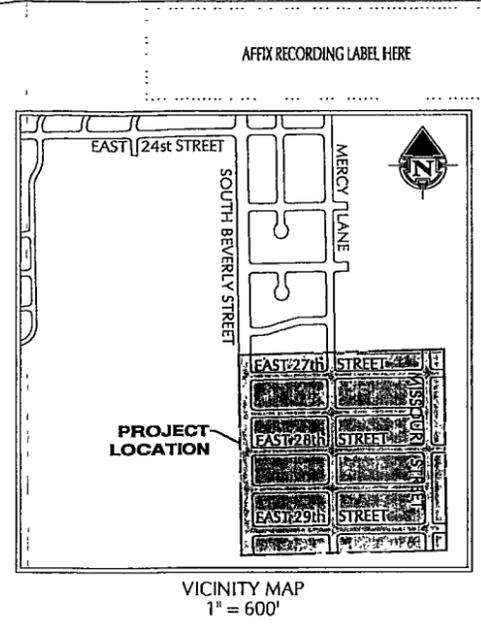




FINAL PLAT OF
"HERITAGE HILLS ADDITION No. 5"
 TO THE CITY OF CASPER, WYOMING

LOCATED IN AND BEING A PORTION OF THE NE1/4NE1/4, SECTION 22, AND ALL OF THE NW1/4NW1/4, SECTION 23, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

SCALE: 1"=100'



CERTIFICATE OF DEDICATION

Integrity Building Group, LLC hereby certifies that they are the owner and proprietor of the foregoing Parcel located in and being a portion of the NE1/4NE1/4, Section 22, and all of the NW1/4NW1/4, Section 23, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at the brass cap at the northwest corner of said Section 23; thence along the north line of said NW1/4NW1/4, N88°36'08"E, 629.11' to a brass cap at the southeast corner of said NW1/4NW1/4; thence along the east line of said NW1/4NW1/4, S0°46'02"E, 1330.59' to a brass cap at the southeast corner of said NW1/4NW1/4; thence along the south line of said NW1/4NW1/4, S88°45'23"W, 1329.21' to a brass cap at the southwest corner of said NW1/4NW1/4; thence along the south line of said NE1/4NE1/4, S88°40'34"W, 40.00' to a brass cap; thence along a line parallel with the east line of said NE1/4NE1/4, N0°46'02"W, 1327.08' to a brass cap in the north line of said Section 22; thence along the north line of said NE1/4NE1/4, N88°38'22"E, 40.00' feet to the Point of Beginning.

The above described Parcel contains 41.76 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

The subdivision of the foregoing described land as it appears on this plat is with the free consent and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "Heritage Hills Addition No. 5", to the City of Casper, Wyoming. The above named owner and proprietor does hereby dedicate Tract A and all streets and roads shown hereon to the use of the public and grants to the public and private utility companies an easement and license to locate, construct, use and maintain on this plat, conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat.

OWNER
 Integrity Building Group, LLC
 1011 Goodstein Dr.
 Casper, Wyoming 82601

Kristan M. Gaddis - Managing Member, Integrity Building Group, LLC

STATE OF WYOMING) SS
NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by:

Kristan M. Gaddis - Managing Member, Integrity Building Group, LLC

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: _____

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, Paul A. Heintz, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "HERITAGE HILLS ADDITION No. 5" as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Casper regulations governing the subdivision of land.

STATE OF WYOMING) SS
NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by:

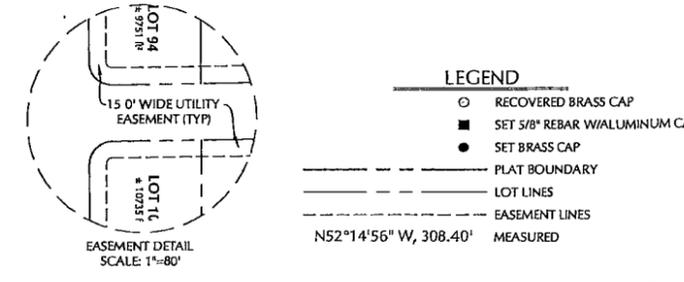
Paul A. Heintz, P.L.S.

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: _____

NOTARY PUBLIC



Curve #	Delta	Radius	Length	Chord Bearing	Chord Length
C1	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C2	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C3	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C4	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C5	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C6	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C7	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C8	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C9	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C10	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C11	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C12	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C13	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C14	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C15	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C16	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C17	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C18	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C19	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C20	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C21	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C22	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C23	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C24	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C25	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C26	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C27	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C28	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C29	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C30	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C31	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C32	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C33	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C34	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C35	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C36	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C37	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C38	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C39	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C40	90°00'00"	20.00'	31.42'	S44° 13' 58"W	28.28'
C41	90°00'00"	20.00'	31.42'	N45° 46' 02"W	28.28'
C42	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C43	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C44	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'
C45	90°00'00"	20.00'	31.42'	S45° 46' 02"E	28.28'
C46	90°00'00"	20.00'	31.42'	N44° 13' 58"E	28.28'



APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING THIS _____ DAY OF _____, 2016.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2016.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016. _____ CITY ENGINEER

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016. _____ CITY SURVEYOR

NOTES

- ERROR OF CLOSURE = 1:449,661
- BASIS OF BEARING, WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
- DISTANCES: U.S. SURVEY FOOT (GROUND)
- COORDINATES LISTED RELATE TO THE CITY OF CASPER DATUM
- ELEVATIONS LISTED REFER TO NAVD88, GEOID09 AND ARE NOT INTENDED FOR USE AS BENCHMARKS

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS _____ DAY OF _____, 2016.

INSTRUMENT NO. _____

COUNTY CLERK _____

S:\LAND\2014\14-08\DWG\PLAT\14-08-PLAT.dwg SAVED:1/13/16 PRINTED:1/13/16 BY:JOHN

ENGINEERING • SURVEYING • GIS MAPPING
 CONSTRUCTION MANAGEMENT

J.K.C.
 ENGINEERING

111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
 Ph: 307-265-4601 • Fax: 307-265-4672

FINAL PLAT OF
"HERITAGE HILLS ADDITION No. 5"
 TO THE CITY OF CASPER, WYOMING
 LOCATED IN AND BEING A PORTION OF THE NE1/4NE1/4, SECTION 22, AND ALL OF THE NW1/4NW1/4, SECTION 23, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

DATE: 1/13/2016
 PROJECT #: 14-08
 DRAWN BY: SAS
 SHEET TITLE:
 RECORD OF SURVEY
 SHEET NUMBER
1 OF 1

RESOLUTION NO. **16-150**

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF 41.76-ACRES, DESCRIBED AS HERITAGE HILLS ADDITION NO. 5 TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

WHEREAS, the hearing to determine whether the above described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the 41.76-acre parcel being eligible for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for an June 7, 2016 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune May 9, 2016 and May 16, 2016; and notice was given as provided by Wyoming State Statute 15-1-405.

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

ORDINANCE NO. 4-16

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING HERITAGE HILLS ADDITION NO. 5 TO THE CITY OF CASPER; AND ALSO APPROVING THE HERITAGE HILLS ADDITION NO. 5 SUBDIVISION AGREEMENT

WHEREAS, Integrity Building Group, LLC has applied to annex, plat and zone a 41.76-acre, more or less, parcel located in a portion of the NE1/4NE1/4, Section 22, and all of the NW1/4NW1/4, Section 23, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create Heritage Hills Addition No. 5 to the City of Casper; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and submitted said petition to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report shall be completed in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating Heritage Hills Addition No. 5, and the zoning of the Heritage Hills Addition No. 5, as set forth below, following a public hearing on January 21, 2016.

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

SECTION 1:

The annexation of 41.76-acres, more or less, to create Heritage Hills Addition No. 5 to the City of Casper is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating Heritage Hills Addition No. 5 is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Integrity Building Group, LLC is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

Heritage Hills Addition No. 5 is hereby zoned as follows:

Lots 26 through 33, Heritage Hills Addition No. 5 – R-3 (One to Four Unit Residential);
Lots 48 through 63, Heritage Hills Addition No. 5 – R-3 (One to Four Unit Residential);
Lots 78 through 93, Heritage Hills Addition No. 5 – R-3 (One to Four Unit Residential);
Lots 108 through 115, Heritage Hills Addition No. 5 – R-3 (One to Four Unit Residential);
All remaining lots located in Heritage Hills Addition No. 5 – R-2 (One Unit Residential).

SECTION 5:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 1st day of March, 2016.

PASSED on 2nd reading the 15th day of March, 2016.

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

APPROVED AS TO FORM:

Walter Trumbull IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 7, 2016

MEMO TO: V. H. McDonald, City Manager 

FROM: Linda Carlson, Assistant Support Services Director 
Carla Mills-Laatsch, Customer Service Supervisor 

SUBJECT: Public Hearing for new Microbrewery Liquor License No. 3, Skull Tree Brewing, LLC., located at 1530 Burlington Avenue.

Recommendation:

That Council, by minute action, authorize the issuance of a new Microbrewery Liquor License No. 3, Skull Tree Brewing, LLC., located at 1530 Burlington Avenue.

Summary:

An application for a new Microbrewery Liquor License for Skull Tree Brewing, LLC., located at 1530 Burlington Avenue, has been received in the City Clerk's office. If this application is approved, Skull Tree Brewing, LLC will be the third Microbrewery in the City of Casper.

Subject to restrictions imposed under Municipal Code 5.08.025 and State Statue 12-4-103 excluding State Statue 12-4-103 (a)(vi), the City Council may issue:

- A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption.
- May allow the microbrewery to sell onsite its brewed product for off-premise personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregated volume not to exceed two thousand ounces per sale;
 - All microbrewery products for off-premises personal consumption shall be packaged in a sealed container prior to leaving the premises. Such seal shall be of such a nature as to indicate whether the container has been opened subsequent to the most recent purchase of a beverage in that container.

- Shall limit the number of microbreweries to no more than those allowed in State Statute 12-4-201(d) for each permit.
- May allow the transfer of a microbrewery permit to another location and ownership of the microbrewery may be transferred upon approval by the local licensing authority.

This Microbrewery will not have food service.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City/Town or County Clerk:

Date Filed With Clerk: 05, 04, 2016

	Annual Fee	Prorated Fee
Basic Fee:	\$ 500.00	\$ 416.00
Add'l Dispensing Room Fee:	\$ -	\$ -
Transfer Fee:	\$ -	\$ -
Total License Fee Collected	\$ -	\$ -
Publishing Fee Collected:	\$ 139.50	

Publishing Direct Billed:

Advertising Dates (2 wks): ^{4 wks} 5/11, 16, 23 + 29th 2016

Hearing Date: 06, 07, 2016

LICENSE TERM: 06, 08, 2016
Month Day Year

Through: 03, 31, 2016
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Formerly Held by: _____

Applicant: SKULL TREE BREWING LLC

Trade Name (dba): SAME

Premise Address: 1530 BURLINGTON AVE
Number & Street

CASPER WY 82601 NATRONA
City State Zip County

Mailing Address: SAME
Number & Street or P O Box

CASPER WY 82601
City State Zip

Business Telephone Number: 307, 258-7312

Fax Number: _____

E-Mail Address: bobg12@yahoo.com

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

<p>FILING FOR</p> <p><input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>CASPER</u></p> <p><input checked="" type="checkbox"/> COUNTY OF <u>NATRONA</u></p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p> <p><input checked="" type="checkbox"/> LLC <input type="checkbox"/> LLP</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB</p> <p><input checked="" type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections</p> <p>WHEN DO YOU OPERATE?</p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>MONDAY THROUGH FRIDAY</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>8:00 am - 5pm</u></p>
--	--	---

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i) 7'7" x 7'9" IN SOUTHWEST CORNER

(b) If **Winery or Microbrewery**, also list the manufacturing facility. (e.g. MFG: 10' X 12' room in SW portion of bldg.) 15'7" x 24'8" IN CENTER OF BUILDING

MFG: _____

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location: _____

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

SECTION 03 TOWNSHIP 33 RANGE 79 QTR SE SUB NAME BURLINGTON BLOCK 9 LOT 7-8 ZONING M-1

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the building in which sales room is located? YES (own)
 (2) **LEASE** the building in which sales room is located? YES (lease)

(A) **DATE** lease expires MAY 1 2026 located on page 2 paragraph 6 of lease document.
 (B) Provision for **SALE** of alcoholic or malt beverages located on page 2 paragraph 2 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: _____
5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) YES NO
If "YES", explain: _____
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

LIMITED RETAIL (CLUB) LICENSE:

14. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):
- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

LIMITED RETAIL (CLUB) LICENSE:

15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? **(THE PETITION MUST BE ATTACHED TO APPLICATION)** YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)

Each individual or partner must complete this section.

If the applicant is filing as a Club:

Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
BOB GLUSZINSKI				<1	25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CINDY GLUSZINSKI				<1	25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
M. TY MARTINEZ				<1	25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
NICOLE MARTINEZ				<1	25%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

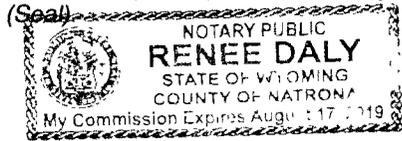
COUNTY OF Natrona ss.

Before Me, Renee Daly, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

Natrona a Notary Public, Officer authorized to administer oaths in and for
County, State of Wyoming, personally appeared

Robert Gliszinski, Cindy Gliszinski M. Ty Martinez Nicole Martinez name he/she being first duly sworn
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.



1. [Signature]
2. [Signature]
3. [Signature]
4. [Signature]

My Commission expires: 8/17/2019

Witness my hand and official seal:

[Signature]
(Notary Public or other officer authorized to administer oaths)

Title _____

Dated: 5/2, 2016

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, 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 public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

ORDINANCE NO. 7-16

AN ORDINANCE AMENDING SECTION 9.44.030 OF THE
CASPER MUNICIPAL CODE PERTAINING TO DISCHARGE OF
FIREARMS AND OTHER WEAPONS.

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

Section 1:

That Section 9.44.030 of the Casper Municipal Code shall be amended to read as follows:

9.44.030 - Discharge of firearms and other weapons.

- A. No person shall discharge any firearm, bow, crossbow or slingshot that shoots or ejects a bullet, pellet, arrow, BB, dart or other projectile by explosion, gas propulsion, spring propulsion or by any other means of propulsion, within the limits of the city, ~~except in self-defense, or in the case of a law enforcement officer or other authorized civil officer, Wyoming Game and Fish personnel, or a member of the Armed Forces of the United States of America or the state in the discharge of his official duty, or within an area or zone designated by the city council by written agreement or lease for recreational or instructional purposes. Toy firearms, toy bows and toy crossbows are exempt from the provisions of this section.:~~
1. IN SELF-DEFENSE;
 2. IN THE CASE OF A LAW ENFORCEMENT OFFICER OR OTHER AUTHORIZED CIVIL OFFICER, WYOMING GAME AND FISH PERSONNEL, OR A MEMBER OF THE ARMED FORCES OF THE UNITED STATES OF AMERICA OR THE STATE IN THE DISCHARGE OF HIS OFFICIAL DUTY;
 3. WITHIN AN AREA ZONED OR OTHERWISE ALLOWED BY A CONDITIONAL USE PERMIT PURSUANT TO CHAPTER 17 OF THE CASPER MUNICIPAL CODE;
 4. ON CITY OWNED PROPERTY LEASED FOR SUCH USE OR OTHERWISE PERMITTED BY WRITTEN AGREEMENT BY THE CITY FOR RECREATIONAL OR INSTRUCTIONAL PURPOSES.
- B. An animal control officer, or Wyoming Game and Fish personnel, in the course of his/her official duty, may discharge a chemical tranquilizer gun for the purpose of capturing animals as authorized by law.
- C. If all other methods of extermination have failed, or are impractical due to public peace, health, safety and welfare considerations, the city manager or his/her designee, may authorize certain individuals to discharge firearms within the limits of the city, for the purpose of controlling nonprotected and nongame animals and birds, which are a nuisance or are threatening property or persons. This authorization may also be given for game

animals, when and as authorized by law. The authorization shall be in writing. The authorized individual must have this authorization in his/her possession at all times while in the act of controlling animals or birds.

- D. The city manager or his/her designee may grant written permission to those individuals in possession of valid big game licenses to utilize said licenses on city-owned lands. The city manager or his/her designee shall notify the Casper police division of his/her decisions.
- E. The city manager or his/her designee may grant written permission to certain lessees of city-owned properties for discharge of firearms and other weapons, during events such as sports shows and expositions. Lessees must provide written proof of insurance as required by the lease agreement.
- F. The Wyoming Game and Fish Department may allow the use of airguns (carbon dioxide or pneumatically-powered only) and archery equipment on its property located within the city limits at Sections 13 and 24, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming (Lots 6A and 6B of the Teton Terraces Subdivision) for instructional purposes. Archery equipment shall include field points or blunt tips only. In such event, the Wyoming Game and Fish Department shall give permission, in writing, to the supervisor of the instruction. The supervisor must have this authorization in his/her possession at all times while the instruction is occurring. The Wyoming Game and Fish Department shall notify the Casper public safety director of its decisions.
- G. TOY FIREARMS, TOY BOWS AND TOY CROSSBOWS ARE EXEMPT FROM THE PROVISIONS OF THIS SECTION.

Section 2:

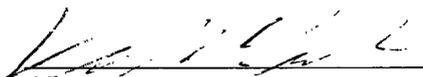
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 3rd day of May 2016.

PASSED on second reading this 17th day of May 2016.

PASSED, APPROVED AND ADOPTED on third and final reading this _____ day of 2016.

APPROVED AS TO FORM:



City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

May 31, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey L. Belser, Assistant City Manager, Support Services Director
Linda Carlson, Assistant Support Services Director 
Connie Arnold, Finance Supervisor 

SUBJECT: Resolution Authorizing Contract with Valli Information Systems, Inc. dba Postal Pros Southwest

Recommendation:

That Council, by resolution, authorize a contract for professional services for utility bill printing, insertion, mailing and electronic bill presentment and payment services to Valli Information Systems, Inc. dba Postal Pros Southwest, an Idaho corporation whose address is 915 Main Street, Ste. 1000, Caldwell, Idaho 83605.

Summary:

The City of Casper issued a Request for Proposals (RFP) for Utility Bill Printing, Insertion, Mailing and Electronic Bill Presentment and Payment Services. The City has used Postal Pros Southwest for their bill printing vendor services for the past nine (9) years. The RFP process was initiated to extend an opportunity to all interested vendors who would continue moving the City forward technically, as well as meeting the cost saving needs of the City.

The City received nine (9) responses to the RFP. All were thoroughly considered by an internal committee, and were evaluated according their overall cost, and the criteria and specifications mentioned in the RFP. No local vendors submitted a proposal.

All submitted proposals met the specifications of the City's RFP. Postal Pros Southwest had a five (5) percent difference of the preferred applicability in the overall price quote of the group responses while also guaranteeing a high level of service responsiveness. Postal Pros Southwest will continue to operate and process our utility bills at the same Albuquerque, NM facility they have since 2007.

The City of Casper has approximately 22,500 active utility accounts; of these accounts 1,211 choose to receive an e-bill. The contractual monthly costs of outsourced bill printing, from the Postal Pros Southwest proposal, saw no increase in charge per utility bill and envelope, nine cents (\$0.09), approximately \$2,100 per month; nor the charge per online e-bill, twenty-five cents (\$0.25), approximately \$300.00 per month.

A Contract for Professional Services and a resolution have been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 10th day of June, 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. Valli Information Systems, Inc. dba Postal Pros Southwest, an Idaho corporation whose address is 915 Main Street, Ste. 1000, Caldwell, Idaho 83605 (“Contractor”).

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

RECITALS

- A. The Parties have a long standing, congenial working history with utility bill printing, inserts, mailing, and online billing and payment services.
- B. The City is undertaking a Utility Bill Printing, Inserts, Mailing, and Online Billing and Payment Services Project, herein referred to as “Project”.
- C. The Project requires professional services for utility bill printing, inserts, mailing, online billing and payment services.
- D. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- E. 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 hereto and between them agree as follows:

1. SCOPE OF SERVICES:

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

Utility Bill Printing, Delinquent Notices, Inserts and Mailing:

- a) Set-up includes programming and design of the billing statements and delinquent notices. All artwork designed by the Contractor for this project shall become sole property of the City.

- b) Presort and Barcode United States Postal Service (USPS) qualified addresses to achieve lowest possible postage rate. Use USPS Program Measuring Presort Accuracy (PAVE) and Coding Accuracy Support system (CADD) to certify and presort to the USPS carrier route level.
- c) Print statements data on one-sided, 8.5 x 11 inch, 20 lb. perforated form at an image resolution of 600 DPI or better. Statements will be printed utilizing a two color process using black ink plus red, green or blue as the additional color.
- d) 2/0 PMS, horizontal perforation (tri-fold) to fit #10 double window envelope.
- e) Print customer service notice on each bill.
- f) Fold and insert billing statement into a standard #10 double window envelope.
- g) Insert a standard BRE #9 window return envelope with mailed billing statements.
- h) Print, fold and insert 8.5 x 11 inch newsletters.
 - These newsletters are optional additional materials inserted with utility bill statements for advertising or information purposes for the City's customers.
- i) Print delinquent notices on one-sided, 8.5 x 11 inch, 20 lb. paper. Delinquent notices will be printed utilizing a two color process using black ink plus red as the additional color.
- j) Fold and insert delinquent notices into a standard #10 window envelope.
- k) Package mailing according to postal regulation in effect.
- l) Deliver mailing to USPS.
- m) Provide City with a data file of unqualified addresses. Prepare a monthly Address Correction Report for the City, which specifies any addresses that did not meet the required postal discount standards.
- n) Provide and maintain the paper and envelopes necessary for each mailing.
- o) Provide same day turnaround (deliver to USPS facility by 5pm) if data is received by 9am MST.
- p) Contractor will allow the City to view a searchable PDF of each production item.
- q) Contractor will maintain an internal emergency back-up plan for production of City's billing statements and delinquent notices. If the Contractor's internal measures fail, Contractor agrees to implement Contractor's agreement with Billing Document Services in Caldwell, Idaho to print City's bills until situation is rectified. City will continue to pay costs as specified in this Contract.
- r) Contractor will provide custom programming, as required for the Project, at no additional charge. This includes any manipulation of data that the City requests.

Online Billing and Payment Service:

- a) Contractor agrees to provide additional online billing and payment capabilities for the City's utility customers.
 - Online utility bill presentment through email and internet portal.
 - Online bill payment with a credit card.
 - Interactive voice response (IVR) phone payment system that allows the City's utility customers to check their account balance and make credit card payments by phone using either voice or phone pad commands.

- b) Contractor shall provide same day statement viewing functionality through a secure internet website. Statements displayed online shall be an exact duplicate of the statements mailed via USPS.
 - Website will allow customer's the options to no longer receive paper statements and to receive an email reminder that a current statement requires payment.
- c) Contractor will notify enrolled customers via e-mail when their statement becomes available online. The e-mail will contain a link to the City's bill payment website for customers wishing to see their bill and/or to pay their bill online. Text of the customer's email will be editable by the City's staff.
- d) Contractor will provide access to a searchable database of billing statements, accessible by authorized City of Casper customer service representatives.
- e) Contractor will archive statements online for 24 months for customers to view and provide a copy of the archival copy to the City at no additional charge.

2. TERM OF CONTRACT:

The term of this Contract shall be for a period of three (3) years, commencing on the 10th day of June, 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:

The Contractor shall be compensated for services performed under this agreement based upon actual service and products provided the City.

City agrees to pay for Contractor services as follows:

- a) Contractor will charge the actual cost of postage as assessed by USPS and shall not profit from postage.
 - The Contractor will provide City with a data file of unqualified addresses at no additional charge.
- b) Nine (\$.09) cents for each envelope with a single page statement, one return envelope, and one additional insertion. This price includes all costs for materials, printing, inserting the statement and return envelope, and one additional insert, and delivery to a USPS Bulk Mail facility.
- c) When required, multiple-page statements priced at nine (\$.09) cents for the first page, including envelope and four (\$.04) cents for each page thereafter through a maximum of five (5) pages per envelope. A single page delinquent notice with a return envelope is priced at nine (\$.09) cents.

- d) 8.5 x 11 inch newsletters, fold and insert each – Cost for each:
 - B/W single sided (20# paper) \$0.0182
 - 4 Color single sided (80# paper) \$0.04
 - B/W two sided (20# paper) \$0.03
 - 4 Color two sided (80# paper) \$0.86
- e) Pricing for folding any customer provided inserts not prepared for inserting, \$8.00 per thousand.
- f) Statements not requiring a return envelope receive a one (\$.01) cent discount.
- g) Additional custom programming changes and data manipulation will be provided at no additional charge.
- h) Archiving of City of Casper data files for business continuity – no fee; if files need to be accessed due to a disaster, etc. – cost is a flat \$250.00 fee.
- i) Online archival per statement, \$0.02 per account, charged monthly on total number of accounts.
- j) Monthly maintenance for e-Statements and Online payments – Free.
- k) Price per e-Statement (enrolled customer), \$0.25 per enrolled customer per month, charged only for enrolled customers.
- l) Price per Online payments, \$0.25 per processed payments, charged only for customers making a payment online.
- m) Price per IVR phone payment, \$1.50 per transaction.

4. METHOD OF PAYMENT:

Payment will be paid following receipt by the City 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.

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. 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.

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:

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:

Walter Srenholm

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

ATTEST:

CONTRACTOR:
Valli Information Systems, Inc. dba
Postal Pros Southwest

By: Bob Jenkins
Bob Jenkins, President/CEO
Address: 915 Main Street, Ste. 1000
Caldwell, ID 83605
Federal ID# 82-0415031

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.

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. 16-151

A RESOLUTION AUTHORIZING A CONTRACT WITH VALLI INFORMATION SYSTEMS, INC., DBA POSTAL PROS SOUTHWEST FOR UTILITY BILL PRINTING, INSERTION, MAILING AND ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES

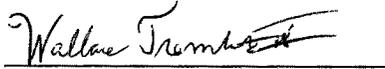
WHEREAS, the City of Casper desires to contract for services related to utility bill printing, insertion, mailing and electronic bill presentment and payment services; and,

WHEREAS, Valli Information Systems, Inc., dba Postal Pros Southwest, 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 City Clerk to attest, a contract with Valli Information Systems, Inc., dba Postal Pros Southwest, for utility bill printing insertion, mailing and electronic bill presentment and payment services, under terms and conditions more specifically delineated in the 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

June 3, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Jim Wetzal, Chief of Police 

SUBJECT: Agreement for Purchase and Installation of Equipment in Police Vehicles

Recommendation:

That Council, by resolution, authorize an agreement with Communication Technologies, Inc. ("ComTech") of Casper, Wyoming, in the amount of Seven Thousand Eight Hundred Twenty Five Dollars and Ninety Five Cents (\$7,825.95) for the purchase and installation of police vehicle equipment and accessories in two (2) new 2017 Ford Interceptor SUVs.

Summary:

Two (2) new 2017 Ford Police Interceptor SUVs were recently purchased in accordance with the Police Department's fleet replacement schedule. These vehicles require upgrade and installation of emergency response lighting, communications and power accessories equipment to match the existing police fleet equipment package. The agreement provides for a sole source purchase and installation by ComTech. ComTech is the only locally qualified service and installation company with the ability to provide such service. ComTech represents that it is ready, willing, and able to provide the equipment and professional services to the City as required.

Funding for this purchase will come from Optional One Cent Sales Tax allocated to Police Fleet Replacement.

The contract for Professional Services and a resolution have been 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. Communication Technologies, Inc., 189 Progress Circle, Mills, Wyoming, 82644 (“Contractor”).

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

RECITALS

- A. The City has a 2017 Ford Interceptor SUV that must be equipped for use as a marked SUV to match the existing fleet.
- B. The project requires professional services for the purchase and installation of the required equipment to match the existing fleet.
- 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:

- Provide and install all items listed in Attachment A, along with any items provided by the City, to be installed on the above mentioned vehicle.
- All work will be done in a workmanlike manner according to standard practices.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period which may reasonably be required for the completion of the project, including extra work and required extension thereof, but no later than fourteen (14) days after the delivery of the last vehicle by City.

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 Seven Thousand Eight Hundred Twenty Five Dollars and Ninety Five Cents (\$7,825.95).

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:

Wallace Trumbull

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
Communication Technologies, Inc.

By: _____

By: Jim Salazar

Printed Name: _____

Printed Name: Jim Salazar

Title: _____

Title: Shop 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 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.

ATTACHMENT A

Communication Technologies Inc.

189 Progress Circle, Mills, WY 82644 Phone: 307-232-8870 Fax: 307-265-6578

**Business Name: Casper Police
Department**
Contact Person: Robin Tuma
Address:
City:
Phone:

Date: 05/16/16

Quote No.

PART #	DESCRIPTION	Quantity	Price	Total
MR6-RW	EXTERIOR LIGHT RED/BLUE LIFT GATE/GRILL	2	105.00	\$210.00
MR6-B/W	EXTERIOR LIGHT BLUE/RED LIFT GATE/GRILL	2	105.00	\$210.00
ENT2B3D	MIRROR LED RED/WHITE	1	180.00	\$180.00
ENT2B3E	MIRROR LED BLUE/WHITE	1	180.00	\$180.00
CW0401	11.8 INTERIOR LED COMPARTMENT LIGHT W/SWITCH	1	95.00	\$95.00
PNFSLHLBUV	FORD PI UTILITY 16" HEADLIGHT BRACKETS FOR NFOCE & FIT REPLACEMENT MODULES	1	20.00	\$20.00
ENFFTSSM6J	ENFORCE FIT SURFACE MOUNT RED/BLUE	2	99.00	\$198.00
ELUC2S010W	LED INSERTS WHITE	2	80.00	\$160.00
ELUC2S010J	LED RED/BLUE INSERTS	2	80.00	\$160.00
ENFSSS4BRW	ENFORCE SINGLE SURFACE WITH BLACK HOUSING	2	139.00	\$278.00
CA-0129	MAP LIGHT RED/WHITE	1	96.00	\$96.00
4253816	MAGNETIC MIC CLIP	1	34.95	\$34.95
906-0191A	LT6600 MOUNTING KIT FOR FORD EXPLORER 2011	1	125.00	\$125.00
906-0120B	COBAN SIDE MOUNT FOR VMDT IN VECHICLE COMPUTER	1	495.00	\$495.00
DRCS100	100 WATT SPEAKER	1	185.00	\$185.00
46096	POWER FUSE MODULE	1	15.00	\$15.00
OPTICOM	OPTICOM BRACKET	1	35.00	\$35.00

307611	698-960 MHZ ANTENNA	1	36.00	\$36.00
90942	COAX	1	19.00	\$19.00
453440	LARSON 0-6000MHZ 3/4" MOUNT RG58	1	22.00	\$22.00
361057	BOSCH RELAY	1	12.00	\$12.00
MRCB150	150 AMP RESETTABLE	2	30.00	\$60.00
1EZ99	14 PIN RELAY	1	47.00	\$47.00
CUSTOM	CUSTOM WIRE HARNESS	1	225.00	\$225.00
PDU09	POWER DISTRIBUTION	1	283.00	\$283.00
PRE WIRE	PRE WIRE FOR SECONDARY BATTERY	1	45.00	\$45.00
INSTALL	INSTALLATION OF A NEW COMPLETE CASPER PD INSTALL	1	4000.00	\$4,000.00
EST. SHIPPING	ESTIMATED SHIPPING	1	200.00	\$200.00
MISC	MISC PARTS	1	200.00	\$200.00
QUOTE IS GOOD FOR 60 DAYS				\$0.00
			TOTAL	\$7,825.95

LORI KLINE
Communication Technologies
307-232-8870

APPROVAL BY:

APPROVED DATE:

RESOLUTION NO. 16-152

A RESOLUTION AUTHORIZING THE PURCHASE
AND INSTALLATION OF EQUIPMENT FOR A
2017 FORD EXPLORER

WHEREAS, the Casper Police Department desires professional services to purchase and install the required equipment in a 2017 Ford Explorer, which must be equipped for use as a marked SUV to match the existing fleet.

WHEREAS, Communications Technologies, Inc. located in Mills, 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 Communication Technologies, Inc. for professional services to install the required equipment in a 2017 Ford Explorer.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make payment for services under the contract, in an amount not to exceed Seven Thousand Eight Hundred Twenty Five Dollars and Ninety Five Cents (\$7,825.95).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

May 11, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Pete Meyers, Assistant Public Services Director
Jason Knopp P.E., City Engineer
Terry Cottenoir, Engineering Technician II

SUBJECT: Agreement with JTL Group, Inc., dba Knife River for the
2016 Chip Seal Project, Project No. 15-073

Recommendation:

That Council, by resolution, authorize an agreement with JTL Group, Inc., dba Knife River (Knife River), for the 2016 Chip Seal Project, Project No. 15-073, in the amount of \$324,264.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000.00, for a total project amount of \$344,264.00.

Summary:

On Wednesday, May 11, 2016, two (2) bids were received for the 2016 Chip Seal Project, Project No. 15-073. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
JTL Group, Inc., dba Knife River	Casper, Wyoming	\$324,264.00
71 Construction	Casper, Wyoming	\$477,550.71

The 2016 Chip Seal Project includes chip sealing West 13th Street/West Collins Drive from Southeast Wyoming Boulevard to South Poplar Street, Midwest Avenue from South David Street to South Durbin Street, and South Poplar Street from CY Avenue to West 39th Street. Work is scheduled to be completed by September 2, 2016. The estimate prepared by the City Engineering Division was \$520,000.00.

The low bid from Knife River was \$324,264.00. Adding a construction contingency amount of \$20,000.00 brings the total contract amount to \$344,264.00. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

Funding for this project will be from One Time funds allocated to the FY15 Pavement Management Program, Optional One Cent #15 Sales Tax funds allocated to the FY16 Pavement Management Program, and Optional One Cent #15 Sales Tax funds allocated to the FY16 Arterials and Collectors.

The Agreement and resolution are 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 JTL Group, Inc., dba Knife River, P.O. Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to resurface West 13th Street / West Collins Drive, Midwest Avenue, and South Poplar Street by the method of chip sealing; and,

WHEREAS, JTL Group, Inc., dba Knife River is able and willing to provide those services specified as the 2016 Chip Seal Project, Project No. 15-073.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2016 Chip Seal Project, Project No. 15-073, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **September 2, 2016** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 9, 2016**.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Twenty-Four Thousand Two Hundred Sixty-Four Dollars (\$324,264.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and the Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount 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 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq, withheld percentages for Contracts exceeding Twenty-Five Thousand and 00/100 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 and the Bid Schedule (Revised May 5, 2016).
- 8.4 Addenda No. 1, 2.
- 8.5 Performance and Labor 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 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.10 Division 02 – Site Construction, consisting of one (1) section.
- 8.11 Division 04 – Chip Seal, consisting of one (1) section.
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Contract Drawings consisting of eighteen (18) drawing sheets, with each sheet bearing the following general title:

2016 Chip Seal Project No. 15-073

- 8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.17 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.
- 8.18 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:
(2016 Chip Seal Project, Project No. 15-073)

Walker Trent

(This space intentionally left blank)

(2016 Chip Seal Project, Project No. 15-073)

WITNESS:

CONTRACTOR:

JTL Group, Inc., dba Knife River

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

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

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 324,264.⁰⁰

TOTAL BASE BID, IN WORDS: Three hundred twenty four thousand, two hundred sixty four dollars & ⁰⁰/₁₀₀ DOLLARS.

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

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JTL GROUP DBA KNIFE RIVER
P.O. Box 730
CASPER, WY 82602
ATTN: CHRIS SCHWANN

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 MAY 11TH, 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: JTL GROUP INC, DBA KNIFE RIVER (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: Michael J. Haynes (seal)
GENERAL MANAGER, N.P.
(Title)

(Seal):
Attest: [Signature]

Business Address: JTL GROUP INC, DBA KNIFE RIVER
P.O. Box 730
CASPER, WY 82602

Phone Number: (307) 237-9346

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE

**2016 Chip Seal Project
PROJECT NO. 15-073
May 11, 2016
Revised: May 5, 2016**

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 37,474. ⁰⁰	\$ 37,474. ⁰⁰
2	F&I Temporary Traffic Control	LS	1	\$ 36,750. ⁰⁰	\$ 36,750. ⁰⁰
3	F&I Electronic Message Boards	EA	6	\$ 475. ⁰⁰	\$ 2,850. ⁰⁰
4	F&I CRS-2P Chip Seal on West 13 th Street/West Collins Drive	SY	53,500	\$ 2.45	\$ 131,075. ⁰⁰
5	F&I CRS-2P Chip Seal on Midwest Avenue	SY	6,500	\$ 5.31	\$ 34,515. ⁰⁰
6	F&I CRS-2P Chip Seal on South Poplar Street	SY	40,000	\$ 2.04	\$ 81,600. ⁰⁰
TOTAL BID					\$ 324,264.⁰⁰

• **BID IN WORDS:**

Three hundred twenty four thousand, two hundred sixty four dollars & ⁰⁰/₁₀₀ cents

This bid submitted by: CORPORATION
(Individual, partnership, corporation, or joint venture name)

END OF BID SCHEDULE

ADDENDUM NO. 1

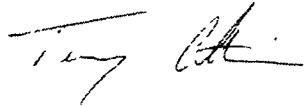
to the
BIDDING AND CONTRACT DOCUMENTS
for the
2016 CHIP SEAL PROJECT
PROJECT NO. 15-073

by
CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: May 5, 2016

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

JTC GROUP INC, DBA KNIFE RIVER
Firm


By: Signature

ESTIMATOR/PROJECT MANAGER
Title

MAY 5TH, 2016
Date Received

ADDENDUM NO. 1

for the

**2016 CHIP SEAL PROJECT
PROJECT NO. 15-073**

for the

City of Casper, Wyoming

ADDENDUM DATE: May 5, 2016

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

PRE-BID CONFERENCE

The pre-bid conference was held on May 4, 2016 at 10:00 a.m. in the City Hall PSD Conference Room. See attached for the sign-in sheet and for the meeting agenda and notes. The following items were discussed:

1. Introductions of the owner's representatives were made.
 - a. City of Casper Project Manager is Terry Cottenoir
 - b. Assistant Public Services Director is Pete Meyers.
 - c. Streets and Traffic Division Manager is Shad Rodgers.
2. Overview of Bid Procedures, Award Information, and Start of Construction
 - a. Bid Opening is May 11, 2016 at 2:00 p.m. in City Hall 1st Floor Lobby.
 - b. Award Date is June 7, 2016.
 - c. Construction may begin after August 1, 2016.
 - d. Notification of landowners and residents is required prior to construction.
 - e. Traffic Restrictions were discussed.
3. The intent of the project consists of the following items:
 - a. Furnish and Install CRS-2P Chip Seal on W 13th St/W Collins Drive.
 - b. Furnish and Install CRS-2P Chip Seal on Midwest Ave.
 - c. Furnish and Install CRS-2P Chip Seal on S Poplar St.
4. Meeting was adjourned for questions.

REPLACE:

- BID SCHEDULE with BID SCHEDULE attached dated May 5, 2016.

TECHNICAL SPECIFICATIONS – General Requirements

REPLACE:

- SECTION 01650, MEASUREMENT AND PAYMENT PROCEDURES, Section 1.03 BID ITEMS DESCRIPTIONS, BID ITEM, ITEM 2, ITEM 3, ITEM 4, and ITEM 5 with:

“ITEM 2: Furnish and Install Temporary Traffic Control

Measurement of this item shall be on a lump sum basis for all applications needed to complete the project. The price shall include the percentage of work completed in the pertinent schedule at the time of the request for payment. The lump sum payment shall cover all of the Contractor’s activities in meeting traffic control requirements for the project. Flagging, replacement of traffic control devices damaged or destroyed from any cause whatsoever, furnishing and installing cones, wands, portable flashers, any barricades and channelizing devices will be incidental to Traffic Control and no separate payment will be made for any item or activity necessary to comply with this specification. **Cost for electronic message boards shall not be included in this item.** Payment shall be by the contract unit price per Lump Sum (LS).

ITEM 3: Furnish and Install Electronic Message Boards

Measurement of this item shall be by the number of electronic message boards needed to complete the project. The price shall be full compensation for furnishing six (6) electronic message boards for a period one week prior to construction as detailed in specification 01810; and for all labor, equipment tools, and incidentals necessary to complete and warrant this work item as specified. Payment shall be by the contract unit price per Each (EA).

ITEM 4: Furnish and Install CRS-2P Chip Seal on West 13th Street / West Collins Drive

Measurement for this item shall be by the number of square yards of chip seal in place and accepted on West 13th Street / West Collins Drive from Southwest Wyoming Boulevard to South Poplar Street. The price shall be full compensation for furnishing all materials, surface preparation, protecting inlets, mixing and applying these materials, removing inlaid pavement markings, installing rubber tabs, and cleaning excess chips from catch basins, if necessary; and for all labor, equipment, tools, design testing, acceptance testing and all incidentals necessary to complete and warrant this work item as specified. If roadway surface is not cleaned and approved prior to application of chip seal, no payment shall be made. Contractor shall conduct a test strip as detailed in specification 01810, including the removal of excess chips the following morning. Test strip must be in place overnight and be approved by Engineer prior to beginning the project. Payment shall be by the contract unit price per Square Yard (SY).

ITEM 5: Furnish and Install CRS-2P Chip Seal on Midwest Avenue

Measurement for this item shall be by the number of square yards of chip seal in place and accepted on Midwest Avenue from South David Street to South Durbin Street. The price shall be full

compensation for furnishing all materials, surface preparation, protecting inlets, mixing and applying these materials, installing rubber tabs, and cleaning excess chips from catch basins, if necessary; and for all labor, equipment, tools, design testing, acceptance testing and all incidentals necessary to complete and warrant this work item as specified. If roadway surface is not cleaned and approved prior to application of chip seal, no payment shall be made. Payment shall be by the contract unit price per Square Yard (SY).

ITEM 6: Furnish and Install CRS-2P Chip Seal on South Poplar Street

Measurement for this item shall be by the number of square yards of chip seal in place and accepted on South Poplar Street from CY Avenue to West 39th Street. The price shall be full compensation for furnishing all materials, surface preparation, protecting inlets, mixing and applying these materials, installing rubber tabs, and cleaning excess chips from catch basins, if necessary; and for all labor, equipment, tools, design testing, acceptance testing and all incidentals necessary to complete and warrant this work item as specified. If roadway surface is not cleaned and approved prior to application of chip seal, no payment shall be made. Payment shall be by the contract unit price per Square Yard (SY).”

- **SECTION 01810, SPECIAL PROVISIONS, PART 2 – SPECIFICATIONS FOR STREET CONSTRUCTION, Section 2.04 TRAFFIC RESTRICTIONS** with:

“The Contractor may close no more than ½ of the street for chip seal application while allowing one lane of traffic in each direction on the ½ of the street. Electronic message boards shall be placed at each end of on each street to be chip sealed to notify the public of upcoming construction and recommending an alternate route one week prior to work beginning. **The Contractor shall be responsible for providing two (2) electronic message boards at West 13th Street/West Collins Drive, two (2) electronic message boards at Midwest Avenue, and two (2) electronic message boards at South Poplar Street.** All Traffic Control Plans shall be developed in accordance with the latest edition of the “Manual on Uniform Traffic Control Devices” as published by the Federal Highway Administration. The Contractor is responsible for obtaining and meeting all conditions of Traffic Control Permits.

- **SECTION 01810, SPECIAL PROVISIONS, PART 2 – SPECIFICATIONS FOR STREET CONSTRUCTION, Section 2.05 INLAID PAVEMENT MARKINGS** with:

“The contractor shall remove all inlaid pavement markings from the street prior to the application of the chip seal on West 13th Street/West Collins Drive. **The estimated quantities for the amount of inlaid pavement markings are as follows, and shall be verified in the field by the Contractor:**

- A. 1,500 LF of solid single white markings**
- B. 2,100 LF of dashed white markings**
- C. 7,500 LF of solid double yellow markings**
- D. 4,000 LF of solid single yellow markings**
- E. 900 LF of dashed yellow markings**
- F. 13 white cross walk bars measuring 2’x8”**

- **SECTION 01810, SPECIAL PROVISIONS, PART 2 – SPECIFICATIONS FOR STREET CONSTRUCTION, Section 2.07 TEST STRIP** with:

“The Contractor shall conduct a test strip on the southernmost lane of West 13th Street / West Collins

Drive for an area of no more than 8,000 SY as directed by the Engineer. Begin the rate of application for the bituminous material as determined by the approved bituminous seal coat design. Conduct an initial test strip 100 feet long to ensure the bituminous material application rate is adequate. After applying the bituminous material to this test strip, place the cover aggregate at the design application rate. Inspect the aggregate after rolling for proper embedment. Make adjustments to the rate of application, if necessary. The test strip shall remain in place overnight, and excess chips must be swept up the following morning prior to inspection. The test strip must be approved by the Engineer prior to beginning the project. Make additional adjustments to the rate of application during the Project, if needed. **If multiple distributors are to be used during the application, each machine shall install a test strip in the area designated.**”

TECHNICAL SPECIFICATIONS – Masonry

REPLACE:

- SECTION 04050, BITUMINOUS SEAL COAT (CHIP SEAL), PART 1 GENERAL, Section 1.03 LABORATORY EVALUATION BY CONTRACTOR, Subpart B. Quality Control, Number 2 with:

“Construction testing: During construction the supplier/contractor shall be required to make one (1) gradation test and one (1) stripping test as for each **5,000** square yards of aggregate placed or portion thereof.”

- SECTION 04050, BITUMINOUS SEAL COAT (CHIP SEAL), PART 1 GENERAL, Section 1.04 CALIBRATION, Subpart A. Verification with:

“At minimum, twenty-four (24) hours prior to construction and after calibration, each machine to be used on the project shall install a test strip. All test strips shall be within **area designated for test strips as described in specification 01810**. The rate of application shall be verified at that time. In the event the test strip is not in compliance with project requirements due to the failure of any test, the Contractor shall make corrections and place another test strip at no additional cost to the Owner. Any unit failing to meet project requirements after three (3) trials shall not be permitted to operate on the project. Construction shall not commence until an acceptable test strip is placed. The Owner reserves the right to obtain an outside testing firm to verify any and all testing results. Any outside testing shall be paid for by the Owner.”

ATTACHMENTS

- PRE-BID CONFERENCE SIGN-IN SHEET
- PRE-BID CONFERENCE AGENDA AND NOTES
- BID SCHEDULE

End of Addendum No. 1

PRE-BID MEETING

2016 Chip Seal Project

May 4, 2016 10:00 a.m.

ATTENDEES: Please sign in on the attendance sheet

PURPOSE:

Pre-bid meetings are recommended to familiarize bidders with requirements of the bidding documents and special requirements of the project. After the Pre-Bid meeting, a site tour may be made if requested.

GENERAL:

Minutes of the meeting will be taken to document the items discussed. After the pre-bid meeting, and a reasonable time before the bid opening, an addendum to all plan holders including a copy of the minutes, list of attendees and other addendum items will be issued. Complete bidding documents are available at the City of Casper's website at

<http://www.casperwy.gov/cmsOne.aspx?portalId=63067&pageId=87224> and clicking the City of Casper Construction Projects – Bidding link or by visiting www.questcdn.com. You may download the digital plan documents for \$10 by inputting Quest project #4190546 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Please contact Terry Cottenoir at 307-235-8341 if you have any questions.

MEETING AGENDA:

- I. Project Identification: **2016 Chip Seal Project, Project No. 15-073**
Bid Opening: **May 11, 2016 at 2:00 p.m., Casper City Hall Lobby**
- II. Introduction
 - a. Terry Cottenoir – Engineering Technician II: (307) 235-8366; tcottenoir@casperwy.gov.
 - b. Pete Meyers – Assistant Public Services Director: (307) 235-8361; pmeyers@casperwy.gov.
 - c. Shad Rodgers, Streets & Traffic Division Manager: (307) 235-8415; srodgers@casperwy.gov.
- III. Bid Procedures (see Standard Instructions to Bidders, IB-1 to IB-8):
 - a. Documents to include with bid:
 - Completed Standard Bid Bond (BB-1 to BB-2)

- Completed Bid Schedule (BS-1)
 - Completed Standard Bid Form (BF-1 to BF-4)
 - Wyoming Residency Certificate (if applicable)
 - All Addendums, signed and dated
- b. Residency Preference: Wyoming Residents will receive preference on the project (5%).
- c. Bid security required: Bid bond of 5% of total bid amount, on City of Casper forms. Bid bonds must be signed by a Wyoming Resident Agent.
- d. Type of Bid: Unit Price.
- e. How to submit: In a sealed envelope with the statement “BID ENCLOSED, 2016 Chip Seal Project, Project No. 15-073”. If mailed, the bid envelope described above shall be inside a second envelope.

IV. Award and Start of Construction:

Review with bidders the applicable portions of the Instructions To Bidders.

- a. All Bids not modified or withdrawn shall remain effective for 30 days after the day of the bid opening.
- b. Award Date: **June 7, 2016**
- c. Notice of Award to be mailed to Successful Bidder. Award Items to be submitted to Owner **within 30 days of Award Date (July 8, 2016)**:
- Signed and dated Notice of Award (see NOA - 1 to 2)
 - Fully executed Agreement (see SFA-1 to SFA-6)
 - Performance and Payment Bonds (see SLMPB, SPB)
 - Fully executed Standard Joint Account Agreement (see SJAA-1 to SJAA-4) **OR** letter declining SJAA.
 - Certificate of Liability Insurance
 - Certification of Worker’s Compensation Coverage
 - Official Notice of Unemployment Insurance Coverage
 - Completed W-9 form, unless you have had a contract with the City of Casper in the last 12 months.
- d. Notice to Proceed: Once all of the above Award Items are received, a Notice to Proceed (see NTP-1) will be issued. Contractor shall sign, date and return the Notice to Proceed to Owner to indicate acknowledgement to proceed with construction. Construction is not to begin until **August 1, 2016**.
- e. Preconstruction Meeting (see 01041, Section 1.01, Part A.): Contractor shall schedule a preconstruction conference to be held within twenty (20) days of the Notice of Award. Contractor’s assigned supervisory personnel and subcontractors shall attend this conference. Contractor shall provide a work schedule at or prior to this meeting for review by all parties. A corrected schedule shall be provided within seven (7) days following the meeting.
- f. Notification (see 01810, Section 1.08): At least one week prior to beginning construction operations, the Contractor shall notify all residents and landowners in the project area of the

tentative schedule of construction activities that will affect the area. In order to alert residents who may be unavailable to move vehicles, the notification shall include the Contractor's schedule for performing the work in the area. The schedule shall include a time frame (range of dates) for which the application of Chip Seal will occur. Two weeks prior to Chip Seal operations, Contractor shall notify the City of Casper Engineering Department at 235-8341 as to the streets scheduled to be sealed. One day prior to closing streets for the surface operations, the Contractor shall again notify all residents affected by construction activities, to insure removal of vehicles from streets to be surfaced. It is the Contractor's responsibility to ensure that all vehicles are removed from the streets to be surfaced prior to beginning the work. The notification shall be in a form of written posting, stating the date and time that surfacing will occur, delivered to each residence or business affected by the planned work in that particular area.

- g. Traffic Restrictions: The Contractor may close no more than ½ of the street for chip seal application while allowing one lane of traffic in each direction on the ½ of the street. Electronic message boards shall be placed at each end of on each street to be chip sealed to notify the public of upcoming construction and recommending an alternate route one week prior to work beginning. All Traffic Control Plans shall be developed in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" as published by the Federal Highway Administration. The Contractor is responsible for obtaining and meeting all conditions of Traffic Control Permits.
- h. Point of Contact:
- City of Casper: Terry Cottenoir, Engineering Technician II, tcottenoir@cityofcasperwy.com, (307) 235-8366.

V. Summary Scope of Work (see bidding documents for full scope):

2015 Chip Seal Project

- a. W 13th St/W Collins Dr from SW Wyoming Blvd to S Poplar Street
- Remove all inlaid striping.
 - Tab all pavement marking lines in the existing configuration.
 - Furnish and install CRS-2P Chip Seal
- b. Midwest Ave from S David St to S Durbin St
- Tab all pavement marking lines in the existing configuration.
 - Furnish and install CRS-2P Chip Seal
- c. S Poplar St from CY Ave to W 39th St
- Tab all pavement marking lines in the existing configuration.
 - Furnish and install CRS-2P Chip Seal

Adjourn for Questions

END OF AGENDA

Questions/Comments:

- John Ramage of 71 Construction asked if the testing frequency for gradation and stripping outlined in specifications 04050, Section 1.03. Paragraph B, Part 2 could be scaled back. He stated that as the specification is written, approximately 50 tests would be required. Upon discussion, the City personnel concluded that 20 tests would be acceptable. This item will be addressed in an Addendum to the Contract and Bidding Documents.
- Mr. Ramage asked if multiple distributors are used, and if each must conduct a test strip, are both required to do an 8,000 SY test strip on W Collins Dr as detailed in the plans. The City personnel clarified by stating that all distributors test strips shall be included on the single 8,000 SY test strip on Collins Dr. This will be clarified in an Addendum to the Contract and Bidding Documents.
- Chris Schwahn of Knife River asked if all chips had to be washed. The City personnel confirmed that all chips must be wash before being used in the chip seal application.
- Mike Fostmeier of Roadworx asked if quantities of inlaid striping to be removed could be specified. This will be clarified in an Addendum to the Contract and Bidding Documents.
- Mr. Fostmeier was concerned about the City specifying 2 electronic message boards be placed on each of the 3 streets one week prior to construction to inform the community of the upcoming work and advising an alternate route. He stated his company only owns 3 electronic message boards, and asked if the City would be will to put out three. The City personnel determined that it shall be the Contractor's responsibility to locate and provide all electronic message boards necessary to notify the public of the construction. This item will be addressed in an Addendum to the Contract and Bidding Documents.
- Mr. Fostmeier asked if allowing one lane of traffic in each direction on half of S Poplar St would be feasible due to the width of the road. The City personnel will leave this item to discussion and follow-up with contractors at a later date.
- Mr. Ramage asked if the City had a staging location. The City personnel informed all in attendance that there is no central location that the City owns that would be feasible for staging required for this project. It was also noted that the lot used for staging for last year's project is no longer owned by the City. The City personnel said it would continue to look at potential locations, and if one is found, an addendum will be issued noting the location.
- Mr. Schwahn asked if the City would be willing to rent out street brooms to contractors. The City is not willing to rent out street brooms.
- Mr. Schwahn asked if beginning the project in July would be acceptable. The City prefers the work to be done after August 1, as that is when weather conditions are most conducive to chip seal application.

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**2016 CHIP SEAL PROJECT
PROJECT NO. 15-073**

by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: May 10, 2016

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

JTL GROUP INC, DBA KNIFE REVER

Firm



By: Signature

ESTIMATOR / PROJECT MANAGER

Title

5/10/16

Date Received

ADDENDUM NO. 2

for the

**2016 CHIP SEAL PROJECT
PROJECT NO. 15-073**

for the

City of Casper, Wyoming

ADDENDUM DATE: May 10, 2016

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

TECHNICAL SPECIFICATIONS – General Requirements

- SECTION 01810, SPECIAL PROVISIONS, PART 1 – GENERAL, Section 1.10 ROAD CLOSURE with:

“Contractor will coordinate chip seal activities so that the street will allow one lane of traffic to flow in each direction at all times, **with the exception of South Poplar Street**. For example, the Contractor will only be allowed to chip seal no more than ½ of the street width at a time including allowances for chip seal cure time. **On South Poplar Street, the Contractor will only be allowed to chip seal no more than ½ of the street width at a time including allowances for chip seal cure time while allowing one lane of traffic to flow in the direction the lane is traveling. Traffic traveling in the lane that is closed shall be detoured around the construction. All traffic control plans shall be submitted to the Public Services Department City Engineering Office for approval one week (7 days) before construction is to begin.**”

- SECTION 01810, SPECIAL PROVISIONS, PART 2 – SPECIFICATIONS FOR STREET CONSTRUCTION, Section 2.04 TRAFFIC RESTRICTIONS with:

“The Contractor may close no more than ½ of the street for chip seal application while allowing one lane of traffic in each direction on the ½ of the street, **with the exception of South Poplar Street. On South Poplar Street, the Contractor may close no more than ½ of the street for chip seal application while allowing one lane of traffic on the other ½ of the street in the direction the lane is traveling. Traffic traveling in the lane that is closed shall be detoured around the construction. All traffic control plans shall be submitted to the Public Services Department City Engineering Office for approval one week (7 days) before construction is to begin.**”

Electronic message boards shall be placed at each end of on each street to be chip sealed to notify the public of upcoming construction and recommending an alternate route one week prior to work beginning. The Contractor shall be responsible for providing two (2) electronic message boards at West 13th Street/West Collins Drive, two (2) electronic message boards at Midwest Avenue, and two (2) electronic message boards at South Poplar Street. All Traffic Control Plans shall be developed in accordance with the latest edition of the “Manual on Uniform Traffic Control Devices” as published by the Federal Highway Administration. The Contractor is responsible for obtaining and meeting all conditions of Traffic Control Permits.”

End of Addendum No. 2

RESOLUTION NO. 16-153

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER FOR THE 2016 CHIP SEAL PROJECT, PROJECT NO. 15-073.

WHEREAS, the City of Casper desires to chip seal West 13th Street/West Collins Drive, Midwest Avenue, and South Poplar Street; and,

WHEREAS, JTL Group, Inc., dba Knife River (Knife River) is able and willing to provide those services specified as 2016 Chip Seal Project, Project No. 15-073; 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 Knife River, for those services, in the amount of Three Hundred Twenty-Four Thousand Two Hundred Sixty-Four Dollars (\$324,264.00).

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 Twenty-Four Thousand Two Hundred Sixty-Four Dollars (\$324,264.00), and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Three Hundred Forty-Four Thousand Two Hundred Sixty-Four Dollars (\$344,264.00).

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:
(2016 Chip Seal Project, Project No. 15-073)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

May 9, 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: Compost Yard Addition, Project No. 14-81

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with JTL Group, Inc., dba Knife River, Inc. (Knife River), for a cost increase of \$45,255.00 as part of the Compost Yard Addition Project.

Summary:

Knife River is under contract with the City of Casper for the Compost Yard Addition Project. The project includes site grading and drainage work, paving, installation of security fencing, roadway lighting, irrigation system, trees, as well as card reader doors and gates at the Casper Regional Landfill.

The cost increase is to account for quantity overruns for existing rotomill surface to be removed and reused which results in a cost increase of \$56,100.00. The bid schedule incorrectly identified 400 square yards whereas actual quantities were 2400 square yards.

Savings are realized by not having to haul bins, reducing the cost by \$3,270.00 and by removing separation fabric from the project, for additional savings of \$7,575.00. Separation fabric, used to stabilize subgrade, was determined by the engineer as unnecessary during construction. With the increase in rotomill quantities and the removal of hauling bins and separation fabric, the total contract increase will be \$45,255.00.

Funding for the additional work will come from the contingency account in the amount of \$45,255.00, leaving a balance \$54,745.00.

Change Order No. 1 and the resolution are prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Compost Yard Addition, Project 14-81
DATE OF ISSUANCE: 5/4/2016

OWNER: City of Casper, Wyoming

CONTRACTOR: Knife River/JTL, Inc.

ENGINEER: City of Casper, Engineering Department

You are directed to make the following changes in the Contract Documents:

Description: Change order to reconcile additional quantities due to unforeseen construction quantities.

Attachments: *spread sheet showing quantity changes.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$1,253,179.00	Original Contract Time: (days or date) Substantial completion: June 24, 2016; Final completion: July 1, 2016;
Previous Change Orders No. <u> </u> to <u> </u> : <u>--0--</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$1,253,179.00	Contract Time prior to this Change Order: Substantial completion: June 24, 2016; Final completion: July 1, 2016;
Net Increase change of this Change Order: \$ 45,255.00	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$1,298,434.00	Contract Time with all approved Change Orders:(date) Substantial completion: June 24, 2016; Final completion: July 1, 2016;

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: *[Signature]*
Contractor

BY: *[Signature]*
Engineer

BY: _____
Owner

Original Bid Prices				Knife River, Inc.	
	BASE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Bonding	1	LS	\$ 10,800.00	\$ 10,800.00
2	Furnish and Install Bin Storage Site Grading and Paving (6" Asphalt/4" Base)	2700	SY	\$ 32.37	\$ 87,399.00
3	Hauling Bins	1	LS	\$ 3,270.00	\$ 3,270.00
4	Stockpiling and Reuse of Rotomill	400	CY	\$ 28.05	\$ 11,220.00
5	Separation Fabric as Directed	2500	SY	\$ 3.03	\$ 7,575.00
6	Loading/Hauling Fill and Site Grading	1	LS	\$ 114,400.00	\$ 114,400.00
7	South Entry Grading, Culverts, and Riprap	1	LS	\$ 10,770.00	\$ 10,770.00
8	West Entry Grading, Culvert, and Litter Fence Removal	1	LS	\$ 9,650.00	\$ 9,650.00
9	Furnish and Install New Fire Hydrant Assembly	1	LS	\$ 9,300.00	\$ 9,300.00
10	Furnish and Install 6' Wide Concrete Valley Gutter (8" PCCP/4" Base)	450	LF	\$ 46.68	\$ 21,006.00
11	Furnish and Install Compost Yard Paving (6" Asphalt/ 4" Base)	24000	SY	\$ 29.99	\$ 719,760.00
12	Furnish and Install Water Service, Meter Pit, Irrigation System, and Fabric	1	LS	\$ 28,300.00	\$ 28,300.00
13	Furnish and Install Coniferous Trees	1	LS	\$ 12,160.00	\$ 12,160.00
14	Furnish and Install 6' Tall Chain Link Security Fence	1800	LF	\$ 21.01	\$ 37,818.00
15	Furnish and Install Parking Lot Light	1	LS	\$ 11,400.00	\$ 11,400.00
16	Furnish and Install 6' Tall 20' Wide Roller Gate, Operator, and Gallagher Card Reader	1	LS	\$ 55,555.00	\$ 55,555.00
17	Concrete Paving Front of Loading Dock (8" PCCP/6" Base)	30	SY	\$ 282.50	\$ 8,475.00
18	Paving Front of Loading Dock (6" Asphalt /6" Base)	270	SY	\$ 72.30	\$ 19,521.00
19	Installation of Bollards	14	EA	\$ 425.00	\$ 5,950.00
20	Gallagher Doors	3	EA	\$ 12,500.00	\$ 37,500.00
21	Gallagher Gates	3	EA	\$ 10,450.00	\$ 31,350.00
					\$ 1,253,179.00

Changes Proposed by Change Order #1				Knife River, Inc.	
	BASE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Bonding	1	LS	\$ 10,800.00	\$ 10,800.00
2	Furnish and Install Bin Storage Site Grading and Paving (6" Asphalt/4" Base)	2700	SY	\$ 32.37	\$ 87,399.00
3	Hauling Bins	0	LS	\$ 3,270.00	\$ -
4	Stockpiling and Reuse of Rotomill	2400	CY	\$ 28.05	\$ 67,320.00
5	Separation Fabric as Directed	0	SY	\$ 3.03	\$ -
6	Loading/Hauling Fill and Site Grading	1	LS	\$ 114,400.00	\$ 114,400.00
7	South Entry Grading, Culverts, and Riprap	1	LS	\$ 10,770.00	\$ 10,770.00
8	West Entry Grading, Culvert, and Litter Fence Removal	1	LS	\$ 9,650.00	\$ 9,650.00
9	Furnish and Install New Fire Hydrant Assembly	1	LS	\$ 9,300.00	\$ 9,300.00
10	Furnish and Install 6' Wide Concrete Valley Gutter (8" PCCP/4" Base)	450	LF	\$ 46.68	\$ 21,006.00
11	Furnish and Install Compost Yard Paving (6" Asphalt/ 4" Base)	24000	SY	\$ 29.99	\$ 719,760.00
12	Furnish and Install Water Service, Meter Pit, Irrigation System, and Fabric	1	LS	\$ 28,300.00	\$ 28,300.00
13	Furnish and Install Coniferous Trees	1	LS	\$ 12,160.00	\$ 12,160.00
14	Furnish and Install 6' Tall Chain Link Security Fence	1800	LF	\$ 21.01	\$ 37,818.00
15	Furnish and Install Parking Lot Light	1	LS	\$ 11,400.00	\$ 11,400.00
16	Furnish and Install 6' Tall 20' Wide Roller Gate, Operator, and Gallagher Card Reader	1	LS	\$ 55,555.00	\$ 55,555.00
17	Concrete Paving Front of Loading Dock (8" PCCP/6" Base)	30	SY	\$ 282.50	\$ 8,475.00
18	Paving Front of Loading Dock (6" Asphalt /6" Base)	270	SY	\$ 72.30	\$ 19,521.00
19	Installation of Bollards	14	EA	\$ 425.00	\$ 5,950.00
20	Gallagher Doors	3	EA	\$ 12,500.00	\$ 37,500.00
21	Gallagher Gates	3	EA	\$ 10,450.00	\$ 31,350.00
					\$ 1,298,434.00

RESOLUTION NO. 16-154

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE COMPOST YARD ADDITION, PROJECT NO. 14-81.

WHEREAS, the City of Casper desires to reconcile quantities for the Compost Yard Addition, Project No. 14-81; and,

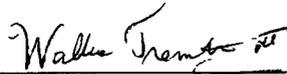
WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services, specified as Change Order No. 1 to the agreement for additional quantities for the Compost Yard Addition, Project No. 14-81, and further described therein.

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, Change Order No. 1 to the agreement with JTL Group, Inc., dba Knife River, for additional quantities for the Compost Yard Addition, Project No. 14-81, for those services.

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 Change Order No. 1 amount not to exceed Forty-Five Thousand Two Hundred Fifty-Five and 00/100 Dollars (\$45,255.00), for a total price not to exceed One Million Two Hundred Ninety-Eight Thousand Four Hundred Thirty-Four and 00/100 Dollars (\$1,298,434.00).

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

May 25, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
David W. Hill, P.E., Assistant Public Services Director - Utilities 
Bruce Martin, Assistant Public Utilities Manager *BM*
Megan S. Lockwood, WWTP Manager

PROJECT: Procurement Agreement for Flygt Pumping System Components for the Riverwest Sewage Lift Station

Recommendation:

That a Procurement Agreement be authorized with Water Technology Group in the amount of \$52,753.00 for two submersible sewage pumps and associated Flygt components required for pumping system improvements at the Riverwest Sewage Lift Station.

Summary:

The Riverwest Sewage Lift Station, located on Robertson Road just north of Oregon Trail Elementary School, collects and pumps wastewater generated from the residential areas west of Robertson Road through a 16-inch force main under the North Platte River, and into the North Platte Interceptor Sewer. Flows are then conveyed to the Regional Wastewater Treatment Facility.

The pumping system at that station is 15 years old, has reached the end of its life cycle and requires improvements. The components to be replaced include:

- 2) Submersible Pumps
- 1) Duplex Pump Panel w/ 4 Floats
- Stainless Steel Guide Rails
- Discharge Piping
- Guide Brackets
- Lifting Chain w/ Shackles

The Public Services Department on May 11, 2016 submitted a sole source purchase request to Council. Council has a ten day review period for all sole source purchases in which they can provide comments. No objections were received after the ten day review period. The request to sole source purchase the pumping system components from Water Technology Group is for the following reasons:

1. Water Technology Group is our supplier for Flygt pumps, pump panels and associated components. All of the existing lift stations in the Regional Wastewater System utilize Flygt pumps. Re-installing Flygt equipment at the Riverwest Lift Station will continue to provide system-wide standardization.

2. Flygt equipment is a top brand within the wastewater industry and has a proven track record within our own wastewater system. Water Technology Group, of Denver Colorado, has 30 plus years of experience with wastewater pumping systems.

Funding for this project will come from WWTP Reserves that have been allocated in the FY16 Wastewater Treatment Plant budget.

A Procurement Agreement and resolution are prepared for Council's consideration.

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this ____ day of _____ 2016, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, Water Technology Group, 6345 Downing, Denver, Colorado 80216, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or described in the attached Exhibit "A", pages 1 and 2. The Goods to be furnished are generally described as follows:

- 2) Submersible Pumps
- 1) Duplex Pump Panel w/ 4 Floats
- Stainless Steel Guide Rails
- Discharge Connection Elbows
- Guide Brackets
- Lifting Chain w/ Shackles

Contractor's "Standard Terms and Conditions" are excluded from this Procurement Agreement.

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered, FOB destination, is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Wastewater Treatment Plant
2400 Bryan Evansville Rd.
Casper, WY 82609

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by September 30, 2016.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Fifty-Two Thousand Seven Hundred Fifty-Three Dollars (\$52,753.00).

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.
- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).

- 9.2 Exhibit "A" – Pages 1 and 2.
- 9.3 Addenda - None.
- 9.4 Certificate of Insurance.
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner

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

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

APPROVED AS TO FORM:

Walter Trent

CONTRACTOR:

ATTEST:

Water Technology Group
6345 Downing
Denver, Colorado 80216

BY: _____

BY: [Signature]

TITLE: _____

TITLE: Inside Sales Engineer

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

BY: _____

BY: _____

TITLE: Tracey L. Belser
City Clerk

TITLE: Daniel Sandoval
Mayor

Exhibit "A"



To: City of Casper Waste Water
Attn: Chad Ziehl cziehl@casperwy.gov
Reference: 20hp Duplex Lift Station

Date: 5/05/16
Quote: PB16-40

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
-----------------	--------------------	--------------

Flygt Duplex Pumps

- | | | |
|---|--|--|
| 2 | Flygt pump model CP 3152.181 submersible water pump with adaptive impeller #454. The unit will be driven by a 20 HP, 1700 RPM, 460/3/60 submersible motor with 50' of power cable and a 6" discharge. This pump includes a Float Leakage Sensor (FLS). | |
| 2 | 6" Discharge Elbow | |
| 4 | 20' sections of 2" 304 stainless steel guide pipe | |
| 2 | 25' sections of 1/4" 316 stainless steel lifting chain and shackles | |
| 2 | Stainless steel upper guide bar bracket | |

Control Panel

- | | | |
|---|--|--|
| 1 | Primex Duplex Control Panel to include: <ul style="list-style-type: none">• NEMA 4X Stainless Steel wall mount Enclosure with a 3-point latch (approximate dimensions 36"H x 30"W x 12"D)• Molded case circuit breakers and NEMA Size 2 motor starters with through inner door overload reset operators• Alternator relay with separate lead pump selector switch.• Run Time Meters and Run Lights for each pump• MiniCAS 120 control, status relay and mounting socket. This unit is required for proper operation of the pump over-temperature and seal leakage sensors• Hand-Off-Auto 3 Position Selector Switches• Dry Contacts for remote & Alarm• (4) Flygt ENM-10 Floats• Engraved Labels | |
|---|--|--|

Your total net price for the pump & appurtenances listed above-----\$52,753.00

Notes and Clarifications:

1. Equipment sizing and configuration based on the drawings.
2. Taxes are not included in the pricing.
3. Anything not specifically listed above is not included.
4. Anchor Bolts By Others
5. Startup not included but can be performed at an additional cost

Terms: Net 30 days with approved credit

Submittal data: Approx. 4 weeks if required

Delivery: Approx. 14-16 weeks

Freight: FOB Destination / freight charges allowed

Quote valid: 30 days

On behalf of everyone at Water Technology Group I want to thank you for this opportunity!

Best regards,

Brandon Cole

Service and Aftermarket

303-888-7265

bcole@wtrgroup.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRUSS 4551 W. 107th St., Third Floor Overland Park KS 66207	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 913.341.8998 FAX (A/C, No): 913.491.6379 E-MAIL ADDRESS: Certificates@TrussAdvantage.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United Fire & Casualty Company</td> <td>13021</td> </tr> <tr> <td>INSURER B : Midwest Builders' Cas Mutual</td> <td>13126</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire & Casualty Company	13021	INSURER B : Midwest Builders' Cas Mutual	13126	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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COVERAGES **CERTIFICATE NUMBER: 1230188799** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			60424257	12/31/2015	12/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60424257	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$-0-			60424257	12/31/2015	12/31/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	16BWC1076	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Casper Public Svcs. Dept., Procurement General Conditions 200 N. David Casper WY 82601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO. 16-155

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATER TECHNOLOGY GROUP FOR FLYGT PUMPING SYSTEM COMPONENTS.

WHEREAS, the City has need of Flygt pumping system components for use in the Regional Wastewater System at the Riverwest Sewage Lift Station; and,

WHEREAS, Water Technology Group ("Contractor") represents that it is ready, willing, and able to provide the pumping system components as required by the Procurement Agreement between the Contractor and the City; and,

WHEREAS, the City desires to retain the Contractor for furnishing the Flygt pumping system components.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Procurement Agreement with Water Technology Group, 6345 Downing, Denver, Colorado 80216, for the furnishing of Flygt pumping system components.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Procurement Agreement in an amount not to exceed Fifty-Two Thousand Seven Hundred Fifty-Three Dollars (\$52,753.00).

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

May 12, 2016

MEMO TO: V.H. McDonald, City Manager 
FROM: Andrew Beamer, P.E., Public Services Director 
Cynthia M. Langston, Solid Waste Division Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E. Associate Engineer

SUBJECT: Agreement with Western Plains Landscaping, LLC, dba 3 Cord Construction
2016 Solid Waste Facility Improvements, Project No. 15-60

Recommendation:

That Council, by resolution, authorize an agreement with Western Plains Landscaping, LLC, dba 3 Cord Construction, for the 2016 Solid Waste Facility Improvements, Project No. 15-60, in the amount of \$133,047.30. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$9,952.70, for a total project amount of \$143,000.00.

Summary:

On Thursday, May 12, 2016, two (2) bids were received to install a concrete floor and lighting at the CAT Shed Annex Building and installation of luminaires, miscellaneous electrical work, site fencing and drainage improvements at the Casper Regional Landfill (CRLF). The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
3 Cord Construction	Casper, WY	\$133,047.30
Grizzly Excavating & Construction, LLC	Casper, WY	\$136,392.00

The project includes installation of a 1,320 square foot concrete floor and LED lighting for the Solid Waste CAT Shed Annex Building. The building is used for solid waste trash container and equipment repairs and currently has a rotomill floor with no electricity or lighting. The project also includes: installation of three (3) luminaire light poles at the new Cells 3 and 4 leachate controls and at the Compost Yard Water Fill Station; replacement of a weatherproof NEMA enclosure box which holds electrical equipment at the Cell 2 leachate controls; approximately 2,500 feet of 6-foot chain link security fencing installation along the east perimeter of the CRLF to replace the existing 3-foot wood fence; and drainage improvements and culvert installation along the Biosolids area east access road where storm water has eroded the road edges and creates ponding at the east side of the Regional Landfill Equipment Building. Work is scheduled to be completed by September 16, 2016.

The Engineer's estimate from the City Engineer's Office was \$216,920.00.

The low bid from 3 Cord Construction was \$133,047.30. Adding a construction contingency amount of \$9,952.70 brings the total contract amount to \$143,000.00. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

Funding for this project will be \$97,240 from Landfill revenues allocated in FY16 New Capital Buildings for the CAT Shed Annex Building Improvements and \$45,760 in FY16 New Improvements Other Than Buildings allocated to Solid Waste Security Improvements.

The Agreement and resolution have been 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 Western Plains Landscaping, LLC, dba 3 Cord Landscaping, 3040 Allendale Boulevard, Casper, Wyoming, 82601, hereinafter referred to as the "Contractor".

WHEREAS, the City of Casper desires to install a concrete floor and lighting at the CAT Shed Annex Building, and luminaires, miscellaneous electrical, site fencing and drainage improvements at the Casper Regional Landfill; and,

WHEREAS, Western Plains Landscaping, LLC, dba 3 Cord Construction, is able and willing to provide those services specified as the 2016 Solid Waste Facilities Improvements, Project No. 15-60.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2016 Solid Waste Facilities Improvements, Project No. 15-60, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **September 16, 2016** and ready for final payment in accordance with Article 14 of the General Conditions by **September 23, 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 Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Thirty-Three Thousand Forty-Seven and 30/100 Dollars (\$133,047.30), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid only (Bid Items 1 through 14, including 7A, 7B and 7C) contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 of the Bid Schedule) and by this reference made as part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, 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 (BF-1 through BF-4, and the Bid Schedule).
- 8.4 Addenda Number: Four (4) 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 Ten (10) Sections and Eight (8) 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:

2016 Solid Waste Facilities Improvements, Project No. 15-60

- 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:

Walker Trembly III

CONTRACTOR:

Western Plains Landscaping, LLC dba 3 Cord Construction

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

(2016 Solid Waste Facilities Improvements, Project No. 15-60)

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Tracy 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
2016 Solid Waste Facilities Improvements
Project No. 15-60

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by September 16, 2016 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by September 23, 2016, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>5-6-2016</u>
Addendum No. <u>2</u>	Dated <u>5-9-2016</u>
Addendum No. <u>3</u>	Dated <u>5-9-2016</u>
Addendum No. <u>4</u>	Dated <u>5-11-2016</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 BASE BID, IN NUMERALS: \$ 133047.50

TOTAL BASE BID, IN WORDS: One Hundred Thirty Three Thousand Forty Seven ^{50/100} DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. Copy of Certificate of Residency, if bidding as Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3 Cord Construction
3040 Allendale Blvd
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 5-12, 2016.

BF-2

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: _____

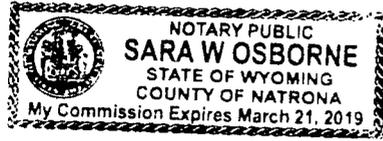
A CORPORATION OR LIMITED LIABILITY COMPANY

By: WPL dba 3 Cord Construction (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: JJ Jesse Snell Owner (seal)

(Title)



(Seal)

Attest: Sara W Osborne

Business Address: 3 Cord Construction
3040 Allendale Blvd
Casper, WY 82601

Phone Number: 307-331-0073

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
2016 Solid Waste Facilities Improvements
PROJECT 16-80

Bid Date & Time: 5-12-16 2:30 MST

COMPANY NAME: 3 Cord Construction
 ADDRESS: 3000 Auendale Blvd
Casper WY 82601

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

LS = Lump Sum R&R = Remove and Replace
 SY = Square Yard FA = Force Account

LF = Linear Feet
 CY = Cubic Yard

F&I = Furnish and Install
 EA = Each

Item	Description	Unit	Quantity	Unit Cost (in numerals)	Unit Cost (in words)	Total Cost (in numerals)
1	Mobilization and Bonds	LS	1	\$ 8500.00	Eight Thousand Five Hundred	\$ 8500.00
2	F&I CAT Shed Annex Building Floor	LS	1	\$ 19500.00	Nineteen Thousand Five Hundred	\$ 19500.00
3	F&I CAT Shed Annex Building Apron	LS	1	\$ 3300.00	Three Thousand Three Hundred	\$ 3300.00
4	F&I CAT Shed Annex Building Roofing	LS	1	\$ 2000.00	Two Thousand	\$ 2000.00
5	F&I CAT Shed Annex Building Lighting & Electrical	LS	1	\$ 8500.00	Eight Thousand Five Hundred	\$ 8500.00
6	F&I CAT Shed Radiant Ceiling Panel	LS	1	\$ 1500.00	One Thousand Five Hundred	\$ 1500.00
7A	F&I Landfill Chainlink Fencing	LF	2500	\$ 16.00 ⁵⁷	Sixteen	\$ 40000.00
7B	F&I Security Gate Pair	LS	1	\$ 2200.00	Two Thousand Two Hundred	\$ 2200.00
7C	Fence Removal	LF	500	\$ 1.75	One and 75/100	\$ 875.00
8	F&I Regional Landfill Cells #3 and #4 Luminaires	EA	2	\$ 1800.00	One Thousand Eight Hundred	\$ 3600.00
9	F&I Compost Waterfill Station Luminaire	LS	1	\$ 8500.00	Eight Thousand Five Hundred	\$ 8500.00
10	F&I RLFEB Bollards	EA	2	\$ 400.00	Four Hundred	\$ 800.00
11	F&I RLFEB Electrical	LS	1	\$ 500.00	Five Hundred	\$ 500.00
12	F&I CSP Culvert	LF	65	\$ 90.92 ³³	Ninety 92/100 ³³	\$ 5910.00
13	F&I Storm Water Drainage Channel	LF	650	\$ 38.25	Thirty Eight 25/100	\$ 24862.50
14	R&R Regional Landfill Cell #2 Camera Cabinet	LS	1	\$ 2500.00	Two Thousand Five Hundred	\$ 2500.00
Total Base Bid (Addition of items 1-14, including 7A, 7B and 7C, in numerals)						\$ 133047.50 ³⁰

5909.08
A.S.

A.S.

Total Base Bid (in words): One Hundred Thirty Three Thousand Forty Seven 50/100

Dollars (\$ 133074.50)

Item	Description	Unit	Quantity	Unit Cost (in numerals)	Unit Cost (in words)	Total Cost (in numerals)
A-1	F&I Corrugated HDPE Culvert	LF	65	\$ 150.00	One Hundred Fifty	\$ 9750.00

Total Alternate Bid (in words): Nine Thousand Seven Hundred Fifty

Dollars (\$ 9750.00)

RESOLUTION NO. 16-156

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC, DBA 3 CORD CONSTRUCTION, FOR THE 2016 SOLID WASTE FACILITIES IMPROVEMENTS.

WHEREAS, the City of Casper desires to install a concrete floor and lighting at the CAT Shed Annex Building and install luminaires, miscellaneous electrical work, site fencing and drainage improvements at the Casper Regional Landfill (CRLF); and,

WHEREAS, Western Plains Landscaping, LLC, dba 3 Cord Construction, is able and willing to provide those services specified as the 2016 Solid Waste Facilities Improvements, Project 15-60; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Nine Thousand Nine Hundred Fifty-Two and 70/100 Dollars (\$9,952.70), 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 Western Plains Landscaping, LLC, dba 3 Cord Construction, for those services, in the amount of One Hundred Thirty-Three Thousand Forty-Seven and 30/100 Dollars (\$133,047.30).

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, equal to a total amount not to exceed One Hundred Thirty-Three Thousand Forty-Seven and 30/100 Dollars (\$133,047.30), and Nine Thousand Nine Hundred Fifty-Two and 70/100 Dollars (\$9,952.70) for a construction contingency account, for a total price of One Hundred Forty-Three Thousand and 00/100 Dollars (\$143,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:

(Western Plains Landscaping, LLC, dba 3 Cord Construction – Solid Waste Facilities Imp.)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 28, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Jason Knopp, P.E. City Engineer

SUBJECT: Traffic Study – Casper Ranch Development

Recommendation:

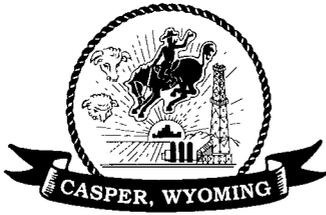
That Council, by resolution, authorize the City Manager to execute a Notice to Proceed for Jacobs Engineering Group, Inc. for the preparation of a Traffic Impact Study for the proposed Casper Ranch Development.

Summary:

The City relies on traffic engineering consulting firms to prepare traffic engineering studies. 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. Each year the Engineering Division asks for traffic engineering companies to submit RFQ's. Once the RFQ's are reviewed, qualifying consulting firms are signed for an on call basis.

Two Traffic Impact Studies were submitted to the City of Casper to complete the Traffic Impact Study for the proposed Casper Ranch Development, a proposed 6,000 acre development east of Bar Nunn in the Casper Growth Boundary. Jacobs Engineering Group, Inc. was selected by the developer to provide the Traffic Impact Study for the Casper Ranch Development for a lump sum fee of \$40,313.65. The developer has paid this fee to the City of Casper. 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. Funding is from unanticipated revenues.

The Notice to Proceed and Resolution are prepared for Council's consideration.



OFFICE OF THE CITY MANAGER

CITY OF CASPER

200 NORTH DAVID STREET
CASPER, WYOMING 82601-1815
PHONE (307) 235-8224
FAX: (307) 235-8313
www.cityofcasperwy.com

NOTICE TO PROCEED

May 19, 2016

TO: Mr. Christopher Sheffer, P.E.
JACOBS
707 17th Street, Suite 2400
Denver, CO 80202

PROJECT: Traffic Study – Casper Ranch Development

Dear Mr. Sheffer:

In accordance with the Contract for Professional Services dated February 16th, 2016, between the City of Casper and JACOBS for the preparation of traffic engineering studies, please commence with the preparation of a Traffic Impact Study for the proposed Casper Ranch as detailed in your proposal dated March 15th, 2016, attached as Exhibit "A." In accordance with your proposal, a draft report will be expected within three months of receiving the traffic count data from the City.

CITY OF CASPER, WYOMING

V.H. McDonald
City Manager

ACCEPTANCE OF NOTICE

Company

Name

Signature

Title

Receipt Date



707 17th Street, Suite 2400
 Denver, CO 80202
 303.820.5240
 303.820.2402 fax
 www.jacobs.com

March 15, 2016

Jason Knopp, PE, City Engineer
 City of Casper
 200 N. David
 Casper, WY 82601

Re: Proposal to Prepare Traffic Study – Casper Ranch Development

Dear Jason:

Jacobs is pleased to submit the following proposal to prepare a traffic study for the above referenced project. It is our understanding that an overall master plan traffic study is needed to determine the impacts and necessary mitigation for the construction of Casper Ranch.

Casper Ranch Development consists of:

- 9346 Residential units
- 2335 Planned Unit Development units
- 610 acres of Industrial
- 1036 acres of Commercial
- 27 acres of office building

The site is located east of the town of Bar Nunn and north of Casper. It is anticipated that this study will be reviewed by the City of Casper. The study area includes 14 intersections (9 locations) and 6 corridor roadway segments that are listed below.

Intersections:

- I-25 & Ormsby Road (2)
- I-25 & Westwinds Road (2)
- I-25 & Howard Road (2)
- I-25 & Brian Stock Trail (2)
- I-25 & Hat Six Road (2)
- N. Poplar & Amoco Road
- N. Poplar & Howard Street.
- N. Poplar & Events Drive
- Brian Stock Trl & Amoco Road

Roadway Corridors:

- Brian Stock Trail
- N. Poplar Street
- I-25
- 20/26 Bypass
- West Winds
- Connection over to Hat Six Road

All work on this traffic study shall conform to Section 16.20.080 of the Casper Municipal Code, except as directed by City of Casper. The proposed scope of work for this project is presented below.

1. Scoping

- A. Through a conference call, confirm the size, land use, and proposed intersection and roadway corridors that will be evaluated. Any changes to these parameters after this meeting shall require re-working of the analysis and will be negotiated as supplemental services.
- B. Confirm level of service (LOS) standards to be used in this study. Overall intersection LOS "C" and individual movement LOS "D" are proposed based on Section 16.20.080. Roadway thresholds being a LOS "C" as proposed based on the Long Range Transportation Plan.

2. Existing Data and Conditions

- A. Obtain any existing information or plans from the City of Casper, including, but not limited to, site plan, most recent aerial photo, turning movement count data, pedestrian counts, existing roadway geometry, traffic control, and information on any planned developments or roadway/traffic control improvement projects in the area.
- B. Use Google Site View and aerial photos to fill any gaps in needed information on the existing transportation system, including, but not limited to, operational traffic control and signing/stripping features, geometry, and existing land uses adjacent to the project site.
- C. The City of Casper will collect intersection traffic counts at the locations listed, during the weekday morning (7:00 – 9:00 am), and evening (4:00 – 6:00 pm) peak travel periods. In addition, Average Daily Traffic (ADT) tube counts will be provided for existing roadways listed.

3. Existing and Future Traffic Volumes Estimates

- A. Obtain the regional TransCAD travel demand model from the City of Casper for the base year and future year 2040. Assess the model compared to existing traffic count information and evaluate background growth rates from the travel demand model.
- B. Model the buildout of the development in the travel demand model for the future year. For the purposes of this effort, assume a full buildout by 2040.
- C. Determine the number of vehicle trips that will be generated by the development using ITE Trip Generation Rates (latest edition) and / or model information. Develop a site traffic distribution according to the travel demand model.
- D. Conduct a conference call to discuss and approve the derived traffic volumes and methodology of traffic analysis. Any changes to traffic volumes after this call shall require re-working of the analysis and will be negotiated as supplemental services.

4. Traffic Operations

- A. Intersection capacity analysis will be conducted using the Intersection Capacity Utilization (ICU) methodology for the proposed intersection. This will be conducted for the two peak hours to determine the levels of service. The methodology, built into Synchro software, provides an effective measure of intersection capacity that is traffic volume to capacity (v/c) ratio based. This will help determine triggers of improvements to laneage and traffic control features of the proposed and existing study area intersections. The results of the ICU analysis will be tied to percentages of build out that would require major improvements.
- B. Roadway corridor capacity analysis will use different criteria as appropriate for the facility. An ADT analysis of LOS thresholds by functional classification given in the Casper Area Long Range Transportation Plan will be prepared. Another analysis that will be provided is the volume to capacity ratio provided from the travel demand model. The last analysis will be using Highway Capacity Software using HCM methodology for I-25. These methods will be normalized to the LOS C criteria.

5. System Impacts and Threshold Determination

- A. Identify roadway, traffic control, or other measures, if any, needed to mitigate the effects of the proposed development. This would be done for the ultimate buildout of the project and would identify corridor laneages and intersection configurations.
- B. Identify triggers that will warrant improvements to be implemented. These triggers would be tied to levels of development that would push traffic over a certain threshold needed for additional through laneage improvements. (ie 2 lane to 4 lane) While general capacity improvements to intersections will be identified through this task relative to levels of development, specific turn lane improvements would be identified through individual filing traffic studies submitted at future dates.
- C. The master planned development will be split up into up to 5 zones to identify impacts to adjacent transportation infrastructure. It is anticipated that development will occur near I-25 first. These zones will be determined with input from City staff and would be used to tie specific areas of growth to transportation needs.

6. Traffic Impact Report

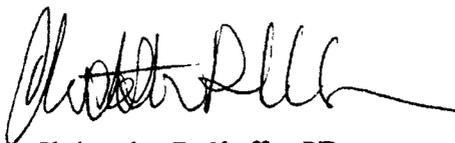
- A. Coordinate with the developer to provide verify project parameters and provide updates on the status of the study. It is anticipated that two conference calls would be conducted.
- B. Prepare and submit an electronic (PDF) version of a Draft Traffic Report to the City of Casper and WyDOT for review. Analysis files can also be supplied upon request.
- C. Hold a conference call with City and WyDOT staff to discuss the study. Revise the Draft Traffic Report and analysis to reflect comments, from the City.
- D. Prepare and submit an electronic (PDF) version of a Final Traffic Report (with Wyoming PE stamp affixed) to the City of Casper.

Jacobs can have a Draft Traffic Report to you within four months of receiving a signed task order and the required traffic count data, assuming no unforeseen delays occur that are out of our control. If key land use data and concept plans are available and remain unchanged, Jacobs will work with the developer to accelerate the schedule to three months upon receipt of the traffic count data. Preparation of the Final Traffic Report can be completed within 10 days after receiving comments from the City of Casper.

Our proposed lump sum fee to conduct the scope of work above is **\$40,313.65**. This fee includes labor and reimbursable expense costs of copying, postage, mileage, etc. Note that one in-person meeting is included in this proposal. Any meetings or additional work requested that is not outlined in the scope of work will be considered a supplemental service and will be invoiced at our established billing rates after receiving written approval from you to proceed with the work.

Please let me know if you have any questions or if we can be of assistance in other areas. You can contact me at 303 223-5813 or chris.sheffer@jacobs.com.

Sincerely,



Christopher R. Sheffer, PE
Project Manager



Julie Skeen
Operations Manager

City of Casper
 Casper Ranch
 Jason Knopp, PE, City Engineer
 Cost Estimate - Proposal
 Jacobs Engineering Group
 03/14/16

TASK	Project Director	Traffic Engineer	QA/QC	Total Hours
	Chris Sheffer	Jason Igo	Jim Mills	
1 Administration				0
2 Traffic Engineering	52	339		391
3. Project Management	12		4	16
	Subtotal	64	339	4
	Rate	\$157.83	\$85.99	\$163.22
	TOTAL	\$10,101.12	\$29,150.61	\$652.88

Estimated Direct Costs *	
Mileage/Rental car & gas	
Airfare (6 RTs @ \$800)	
Per Diem	
Mailings postage/printing	\$409.04
US Mail & Express Delivery	
Env Database Search (Haz Mat)	
Reproduction	
Subtotal	\$409.04

Summary	
Labor costs	\$39,904.61
Direct Expenses	\$409.04

GRAND TOTAL	\$40,313.65
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* All reimbursable items to be billed at cost



CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 16th 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").
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:

Walker Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Tracey L. Belser
City Clerk



Daniel Sandoval
Daniel Sandoval
Mayor

WITNESS:

CONTRACTOR
Jacobs Engineering Group, Inc.
707 17th Street, Suite 2400
Denver, Colorado 80202

By: Vince A. Mlynski
Printed Name: Vince A. Mlynski
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRT8_Support@internal.jacobs.com 777 S. Figueroa Street Los Angeles, CA 90017-5822	1-212-948-1306 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): 1-212-948-1306																					
INSURED Jacobs Engineering Group Inc. 155 North Lake Avenue, 9th Floor Pasadena, CA 91101	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>ACE AMER INS CO</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE AMER INS CO	22667	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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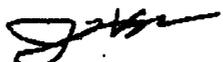
COVERAGES CERTIFICATE NUMBER: 45957792 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G27393287	07/01/15	07/01/16	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WCU C48150226 (LA, OH, TX) SCF C48150214 (WI) WLR C48150202 (AOS)	07/01/15 07/01/15 07/01/15	07/01/16 07/01/16 07/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"			EON G21655065 006	07/01/15	07/01/16	PER CLAIM/PER AGG 500,000 AGGREGATE DEFENSE INCLUDED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OFFICE LOCATION: Denver, CO 80202. PROJECT MGR: Chris Sheffer. CONTRACT MANAGER: Vince Maglischo. RE: On-call Traffic Studies. CONTRACT END DATE: 12/31/2016. SECTOR: Public. *\$2,250,000 SIR FOR STATES OF: LA, OH, TX. The City of Casper, Wyoming is added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER City of Casper, Wyoming Attn: Insurance 200 North David Street Casper, WY 82601 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 50
Policy Symbol HDO	Policy Number G27393287	Policy Period 07/01/2015 TO 07/01/2016	Effective Date of Endorsement 07/01/2015
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any Person or Organization for whom you are required by written contract or agreement entered into prior to the loss to provide insurance.

Who is an insured (Section II) includes as an additional insured the person or organization shown in the schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not addressed in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the named insured's negligence during the named insureds ongoing operations. This insurance shall be Primary Insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.



 Authorized Agent

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
01/25/2016

NAME OF INSURED: **Jacobs Engineering Group Inc.**

SUPP (10/00)

RESOLUTION NO. 16-157

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A NOTICE TO PROCEED WITH JACOBS ENGINEERING GROUP, FOR THE CASPER RANCH DEVELOPMENT.

WHEREAS, City Council previously approved a Professional Services Agreement with Jacobs Engineering Group, Inc. to conduct traffic engineering studies; and,

WHEREAS, Jacobs Engineering Group, Inc. was selected by the developer to conduct a Traffic Impact Study for the Casper Ranch Development; 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 City Manager is hereby authorized and directed to execute, a Notice to Proceed with Jacobs Engineering Group, for services related to a traffic impact study for the proposed Casper Ranch Development.

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 a traffic impact study for the Casper Ranch Development, based on the amount proposed by Jacobs Engineering Group in its March 15, 2016 Proposal letter, and as further delineated in the February 16, 2016 Contract for Professional Services between the parties.

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

May 23, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Jason Knopp, P.E., City Engineer
Andrew Colling, Engineering Technician

SUBJECT: Change Order No. 1 with Integrity Tank Services, LLC
Pratt II North Tank Interior Painting, Project 15-40

Recommendation:

That Council, by resolution, authorize Change Order No. 1 to the agreement with Integrity Tank Services, LLC, for the Pratt II North Tank Interior Painting Project, for a price increase not to exceed \$99,450 and a time increase of 30 days.

Summary:

Integrity Tank Services, LLC, is under contract with the City of Casper for the Pratt II North Tank Interior Painting Project. The Pratt II North Tank was originally built in 1979 and no interior coating or structural work had been performed since the original construction.

A thorough inspection and assessment of the tank steel condition could not be performed prior to blasting the tank floor. After blasting, several structural deficiencies in the steel were discovered. Multiple floor sheets had corrosion so severe that it was recommended that the sheets be replaced. Additionally, multiple holes and corrosion pits in the steel were exposed that required welding and patching.

It is recommended that the contract be increased by an amount not to exceed \$99,450 and the contract time be extended 30 days to make the repairs. With the approval of this Change Order, the total contract amount with Integrity Tank Services, LLC, will be \$424,400 and the substantial completion date will become July 3, 2016. The funds to pay for this additional work will come from the contract contingency funds with the remaining amount of \$74,400 coming from Water Fund Reserves budgeted in FY16 allocated to the Pratt II North Tank Interior painting project.

Change Order No. 1 and the Resolution are prepared for Council's consideration.

CHANGE ORDER

NO. One (1)

PROJECT: Pratt II North Tank Interior Painting
Project No. 15-40

DATE OF ISSUANCE: May 20, 2016

OWNER: City of Casper, Wyoming

CONTRACTOR: Integrity Tank Services, LLC

You are directed to make the following changes in the Contract Documents:

Description: Due to extensive corrosion of the tank floor, multiple floor sheets needed replaced, numerous holes patched, seams re-welded and corrosion pits repaired to improve the overall structural integrity and prolong the service life of the tank. It is recommended that the contract be extended 30 days to complete the scope of work described in Proposal CC051916 from Integrity Tank Services, LLC, dated May 19, 2016, which is attached and made a part of this document.

Attachments: Memo, Proposal #CC051916-0412

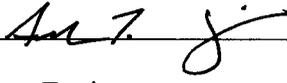
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>324,950.00</u>	Original Contract Time: (days or date) <u>Substantial completion: June 3, 2016</u> <u>Final completion: June 17, 2016</u>
Previous Change Orders No. <u> </u> to <u> </u> \$ <u>0</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>324,950.00</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: June 3, 2016</u> <u>Final completion: June 17, 2016</u>
Net Increase/ Decrease of this Change Order: \$ <u>99,450.00</u>	Net Increase/ Decrease of this Change Order: (days) <u>-- 30 --</u>
Contract Price with all approved Change Orders: \$ <u>424,400.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: July 3, 2016</u> <u>Final completion: July 17, 2016</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Engineer

BY: _____
Owner

INTEGRITY TANK SERVICES LLC

125 FIRST STREET
HENDERSON KY 42420
270-826-9001 OFFICES
270-826-9007 FAX

To: City of Casper WY
200 North David
Casper, WY 82601

May 19, 2016

Proposal # CC051916 – 0412

Attention: Andrew Colling

Location	Task	Total
Water Tank Rehab	Various Floor Repairs	\$99,450.00

Scope of Work: Tank Repairs Per Customer Request During Walk Thru:

Integrity Tank Services LLC will have assumed the existing paint crew will already be on site and will complete the following scope of work. This work will be done on a T&M not to exceed price. The Time and Material Rates are attached.

- *Integrity Tank will remove some test areas from the floor for customer onsite inspection.*
- *Integrity Tank will replace one full sheet 8'x20' and 8 additional partial sheets.*
- *Integrity Tank will reweld all deteriorated weld seams identified as defective.*
- *Integrity Tank will fabricate and weld numerous floor patch plates of various sizes.*
- *Integrity Tank will weld countless pitting in the floor plate.*
- *Integrity Tank will vacuum box test the floor repairs.*
- *Integrity Tank will have to reblast the floor plate a second time. We will clean up and move back to the paint preparation of the tank shell and roof.*

NOTE: This additional work will take approximately 30 days to complete pending weather. Please consider these additional days to our current contract schedule time frame.

Payment Terms:

Payment terms will follow the outline set forth by the plans and specs. Integrity Tank Services LLC includes the following terms of payment. The terms of payment shall be net thirty days from the date on the invoice.

1. Ten percent (10%) of the contract value will be invoiced upon job being awarded.
2. Forty percent (40%) of the contract value will be invoiced upon crew arriving at your facility.
3. The remaining fifty percent (50%) will be invoiced upon completion.

INTEGRITY TANK SERVICES LLC

125 FIRST STREET
HENDERSON KY 42420
270-826-9001 OFFICES
270-826-9007 FAX

We appreciated the opportunity to provide this proposal to The City of Casper. Upon reviewing this document, if you should have any questions, please do not hesitate to contact us.

Sincerely,

Chip Crafton

President/Project Manager

(270) 826-9001 Office

(270) 748-2715 Cell

(270) 826-9007 Fax

INTEGRITY TANK SERVICES LLC

2016

TIME AND MATERIAL RATES TANK MAINTENANCE AND REPAIR WORK & CONFINED SPACE RESCUE TEAM

LABOR

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>
Foreman/Superintendent	\$85.00
Mechanic/Welder	\$75.00
Helper/Safety Watch	\$70.00
Project Manager	\$95.00

OVERTIME RATES

- All time worked over eight (8) hours Monday through Friday, and all day Saturday would be charged at 1.5 times the rates above.
- All time worked on Sunday, Legal National Holidays, Christmas and Thanksgiving will be charged at 2.0 times the rates above.

SUBSISTENCE

- Subsistence will be billed at \$100.00 per day per person.

DOWN TIME

Down time that is beyond the control of Integrity tank service will be billed as follows (plus subsistence):

- | | |
|---|--------------------|
| • Crew shows up, but does not work | 2 hours per person |
| • Work commences and is stopped prior to completing four (4) hours | 4 hours per person |
| • Work commences and is stopped past four (4) hours, but prior to completing eight (8) hours | 8 hours per person |
| • Where certain building trade agreements require that we pay minimum work hours, we will invoice at the appropriate rate/time. | |
| • Equipment will be billed at 50% of the daily for any down time. | |

TRAVEL – CONSTRUCTION PERSONNEL

\$0.90 per person per vehicle mile will be charged for a round trip to the job site. This rate does not apply to personnel already on site.

INTEGRITY TANK SERVICES LLC

\$1.10 per vehicle mile will be charged for a round trip to the job site. This rate does not apply to vehicles already on site.

TRAVEL – DESIGN & PROJECT MANAGEMENT

Actual reasonable expenses for travel and living will be billed at cost plus 12%.

CONSUMABLES

\$8.00 per man-hour will be billed to cover all expendable items, i.e., fuel, weld rod, cutting gases, grinding discs. This rate excludes breathing air, which will be billed separately.

MATERIAL

Material will be billed at our cost, plus 10%.

SUBCONTRACTORS/RENTAL EQUIPMENT

Subcontractor and rented equipment cost will be billed at our cost, plus 10%.

FREIGHT

Freight will be billed at our cost, plus 10%.

TAXES

Taxes will be billed at our actual cost.

MOBILIZATION – CONSTRUCTION PERSONNEL

Mobilization will be billed based on actual loading and unloading time on both ends, plus travel costs for crew, vehicles, and equipment back to their office of origin.

EQUIPMENT

Equipment rates are listed below. These rates include standard maintenance, but do not include consumables nor an operator, if required. Rental equipment will be billed at our cost, plus 10%.

INTEGRITY TANK SERVICES LLC

EQUIPMENT (cont.)

Equipment rates are based on the total pool of TCMS equipment. Certain equipment may not be available at a specific job site due to the scope and type of work scheduled to be performed. In those instances, we will obtain the necessary equipment from local rental market and we will pass those costs on accordingly.

These equipment rates are based on an eight (8) hour day and a five (5) day workweek. Additional usage of equipment will be charged at the daily rate.

<u>VEHICLE EQUIPMENT</u>	<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
Automobile/pick-up truck	\$50.00	\$200.00	\$600.00
1 ton truck	\$55.00	\$220.00	\$770.00
2 ton truck	\$85.00	\$340.00	\$1,020.00
Winch truck	\$85.00	\$340.00	\$1,020.00
Tandem trailer (goose neck)	\$35.00	\$150.00	\$370.00
Office trailer	\$30.00	\$120.00	\$350.00
Tool trailer/dog house	\$51.00	\$203.00	\$616.00
Bobcat/skid loader	\$188.00	\$648.00	\$1,944.00
	Or rental plus 10%		
Crane	Rent + 12%		

WELDING/BURNING EQUIPMENT

200 amp (gas) welder (W/100' lead & 50' ground)	\$80.00	\$392.00	\$1,372.00
400 amp (diesel) welder (W/100' lead & 50' ground)	\$100.00	\$408.00	\$1,428.00
Electric welder	\$50.00	\$200.00	\$600.00
3 pac electric welder	\$150.00	\$600.00	\$1,800.00
Generator set (100-150 kW)	\$147.00	\$735.00	\$2,365.00
Portable generator 5000 watt	\$45.00	\$180.00	\$540.00
Welding leads (100')	\$4.00	\$20.00	\$36.00
Magnetic track burner (Bug-O)	\$45.00	\$180.00	\$630.00
Torch system w/100' hose	\$15.00	\$60.00	\$180.00
Torch hose (50')	\$3.00	\$12.00	\$36.00
Arc gouge w/hose & lead	\$16.00	\$64.00	\$192.00
Plasma Arc	\$150.00	\$750.00	\$1,350.00
Pipe Beveling Machine 2" to 6"	\$10.00	\$40.00	\$160.00
Pipe Beveling Machine 8" to 14"	\$12.00	\$48.00	\$200.00

DAY

WEEK

MONTH

INTEGRITY TANK SERVICES LLC

AIR COMPRESSORS

100 cfm compressor (diesel/gas) (W/200' hose)	\$60.00	\$240.00	\$720.00
185 cfm compressor (diesel/gas) (W/200' hose)	\$100.00	\$350.00	\$1,100.00
Air hose (50')	\$7.00	\$28.00	\$84.00

SMALL TOOLS/EQUIPMENT

Foreman's tools	\$65.00	\$260.00	\$780.00
Rivet Buster (bits at cost)	\$20.00	\$80.00	\$280.00
Chipping Gun	\$10.00	\$40.00	\$120.00
Coppus blower/air horn	\$40.00	\$160.00	\$360.00
Pontoon ventilation fan	\$20.00	\$80.00	\$240.00
Air tugger/winch	\$43.00	\$216.00	\$388.00
Grinder – 4½" to 7"	\$8.00	\$32.00	\$96.00
Hammer drills	\$15.00	\$60.00	\$180.00
Space heater	\$25.00	\$90.00	\$270.00
Pipe threaders ½ "to 2"	\$18.00	\$72.00	\$216.00
Pipe cold cutters 2" thru 6"	\$12.00	\$48.00	\$144.00
Air Saw	\$55.00	\$220.00	\$660.00
String light/light stand	\$6.00	\$24.00	\$96.00

LIFTING EQUIPMENT

5 ton hydraulic jack	\$4.00	\$16.00	\$48.00
20 ton hydraulic jack	\$13.00	\$40.00	\$120.00
50 ton hydraulic jack	\$25.00	\$100.00	\$300.00
Pillow jack	\$60.00	\$240.00	\$840.00
Screw jack	\$5.00	\$13.00	\$40.00
Track jack	\$15.00	\$60.00	\$180.00
Chain hoist	\$8.00	\$40.00	\$72.00
Come-a-long	\$4.00	\$20.00	\$36.00
Rope Block	\$5.00	\$20.00	\$60.00
Pipe Stand	\$2.00	\$10.00	\$40.00
Cribbing (6" x 6" x 24")	\$1.00	\$4.00	\$12.00

RIGGING EQUIPMENT (OHSA APPROVED)

Tank Scaffold (8' section)	\$8.00	\$32.00	\$96.00
Safeway scaffold (section)	\$12.00	\$48.00	\$168.00
Ladder (step)	\$12.00	\$36.00	\$108.00
Ladder (extension)	\$30.00	\$90.00	\$225.00
Man basket (1 man)	\$30.00	\$145.00	\$230.00
Bowson's chair with rigging	\$15.00	\$60.00	\$180.00

INTEGRITY TANK SERVICES LLC

	<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
<u>SURVEY/INSPECTION EQUIPMENT</u>			
Laser level/transit	\$40.00	\$160.00	\$480.00
Ultrasonic meter	\$30.00	\$120.00	\$360.00
Vacuum box w/ pump	\$32.00	\$128.00	\$384.00
Roof drain test equipment	\$15.00	\$60.00	\$180.00
Helium test equipment	\$500.00	plus helium	
 <u>SAFETY EQUIPMENT</u>			
LEL, O2, or H2S meter	\$40.00	\$160.00	\$480.00
Constant monitor	\$40.00	\$160.00	\$480.00
Lead-in-air detector (no kits)	\$45.00	\$180.00	\$540.00
Fresh air set (W/PPE per man – not including fresh air)	\$105.00	\$420.00	\$1,260.00
Scott 30 minute air pack	\$36.00	\$120.00	\$360.00
Respirator (organic)	\$4.00	\$16.00	\$48.00
Tyvek Coveralls (1 pair)	\$5.00	N/A	N/A
Nomex Coveralls (per man)	\$7.00	\$28.00	\$112.00
Man basket	\$20.00	\$80.00	\$240.00
Harness w/lanyard	\$8.50	\$34.00	\$102.00
Life line	\$8.50	\$34.00	\$102.00
Two-way radio	\$24.00	\$120.00	\$360.00
20# fire extinguisher	\$12.00	\$48.00	\$144.00
30# fire extinguisher	\$15.00	\$60.00	\$180.00
Foam inductor	\$20.00	\$80.00	\$240.00
Electric light string (50')	\$6.00	\$24.00	\$96.00
Tripod rescue retrieval system	\$78.00	\$390.00	\$705.00
 <u>PUMPING EQUIPMENT</u>			
Diaphragm pump (w/o hose)	\$45.00	\$180.00	\$630.00
Suction/discharge hose (10')	\$12.00	\$48.00	\$168.00
Hydrotest Pump	\$88.00	\$352.00	\$1,056.00
1 ½" fire hose (50')	\$8.00	\$32.00	\$96.00

INTEGRITY TANK SERVICES LLC

CONFINED SPACE RESCUE TEAM / TANK INSERVICE WORK

CREW RATES:

(includes breathing air, rescue equipment, wages, and applicable taxes)

1 MAN	\$90.00	per hour
2 MEN	\$175.00	per hour
3 MEN	\$240.00	per hour
4 MEN	\$315.00	per hour
5 MEN	\$390.00	per hour
6 MEN	\$465.00	per hour

TRAVEL \$.90 per mile /per
man

TRUCK \$50.00 per travel hour

SUBSISTENCE \$100.00 per day for overnight stays/per man

RESOLUTION NO. 16-158

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH INTEGRITY TANK SERVICES, LLC, FOR A PRICE INCREASE AS PART OF THE PRATT II NORTH TANK INTERIOR PAINTING PROJECT.

WHEREAS, Integrity Tank Services, LLC, is performing services under the terms of an agreement with the City of Casper for the Pratt II North Tank Interior Painting Project; and,

WHEREAS, the City of Casper desires to make repairs to the tank steel; and,

WHEREAS, Integrity Tank Services, LLC, is able and willing to provide these services; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order #1 to the Agreement with Integrity Tank Services, LLC, for repairs of tank steel related to the Pratt II North Tank Interior Painting Project, for a contract price increase in an amount not to exceed Ninety-Nine Thousand Four Hundred Fifty and 00/100 Dollars (\$99,450.00) and a time extension of thirty (30) days.

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 Four Hundred Twenty-Four Thousand Four Hundred and 00/100 Dollars (\$424,400.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

May 19, 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: Change Order No. 3
West Yellowstone Highway and Walnut Street Reconstruction Project

Recommendation:

That Council, by resolution, authorize Change Order No. 3 with JTL Group Inc., dba Knife River, for a total price increase of \$34,750.00 and a 9 day contract time increase, as part of the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18.

Summary:

JTL Group, Inc., dba Knife River, is under contract with the City of Casper for the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18. This project involves the reconstruction of West Yellowstone Highway between Poplar Street and Walnut Street, and Walnut Street between Midwest Avenue and West Yellowstone Highway. The project also includes converting the overhead power to underground.

The additional work added to the contract through this change order will accommodate future development of properties adjacent to the project by providing domestic water and fire services to two undeveloped lots. These accommodations will allow the lots to be developed without the need to disturb the newly installed roadway. Tap fees and system development charges will be assessed when the lots are developed. This change order also adds the replacement of 4 curb stop boxes that were discovered to be broken and in need of replacement. Change Order No. 3 also includes additional electrical work necessary to comply with code regulations to be able to tie the new underground power back into the existing meters. This change order will also make small adjustments to the storm and sanitary sewer portion of the project.

Change Order No. 3 includes an additional 9 days to be added to the contract due to additional work added to the project.

Engineering staff has reviewed this request and finds it reasonable. The contract amount with Knife River, will be \$2,230,398.04 with approval of this change order. The funds to pay for this additional work will come from the contract contingency account, leaving a balance of \$149,704.96. With the approval of this change order the Substantial Completion date will become September 6, 2016 with Final Completion September 18, 2016.

The resolution and change order have been prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. _____ (3)

PROJECT: WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION

Project No. 14-18

DATE OF ISSUANCE: 5-17-2016

OWNER: City of Casper, Wyoming
200 N. David St., Casper, WY 82601

CONTRACTOR: Knife River

ENGINEER: WWC Engineering

You are directed to make the following changes in the Contract Documents:

Description: Water service additions, storm and sanitary MH extras, and electrical panel modifications

Attachments: Change Order #3 Spreadsheet for the above stated project.
May 19, 2016 letter from WWC Engineering to Jason Knopp

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: <u>\$ 2,180,103.00</u>	Original Contract Time: (days or date) Substantial completion: <u>July 29, 2016</u> Final completion: <u>August 12, 2016</u>
Previous Change Orders No. <u>-0-</u> to <u>-2-</u> : <u>\$ 15,545.04</u>	Net change from previous Change Orders (days): <u>--28-</u>
Contract Price prior to this Change Order: <u>\$ 2,195,648.04</u>	Contract Time prior to this Change Order: Substantial completion: <u>August 28, 2016</u> Final completion: <u>September 9, 2016</u>
Net Increase/Decrease change of this Change Order: <u>\$ 34,750.00</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 9--</u>
Contract Price with all approved Change Orders: <u>\$ 2,230,398.04</u>	Contract Time with all approved Change Orders:(date) Substantial completion: <u>September 6, 2016</u> Final completion: <u>September 18, 2016</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Engineer

BY: _____
Owner

West Yellowstone & Walnut Street Reconstruction
 Project No. 14-18
 Change Order #3

Description	Quantity	Unit	Unit Price	Extended Price
R&R Water Service 3/4" Curb Stop Box	4	EA	\$700.00	\$2,800.00
6" Fire Line Hot Tap	1	EA	\$2,855.00	\$2,855.00
6" Fire Line Cut In	1	EA	\$6,365.00	\$6,365.00
2" Copper Water Service Direct Tap	1	EA	\$3,410.00	\$3,410.00
4" Water Service Extension	1	EA	\$2,450.00	\$2,450.00
R&R 150' Chase Ceva 100 Joint Filler	150	LF	\$24.70	\$3,705.00
Storm Sewer Manhole Removal	1	EA	\$1,200.00	\$1,200.00
Sanitary Sewer Manhole Extension	1	EA	\$265.00	\$265.00
R&R Water Service 1.25" Curb Stop Box	1	EA	\$700.00	\$700.00
T&M to Max. for Additional Electrical Work on SP-3, 4, 7, 11	Not to Exceed		\$11,000.00	\$11,000.00

Total = \$34,750.00

Knife River has requested a contract extension of Six (6) working days to complete this work.
 There is an estimated delivery time of Twenty-One (21) business days for the special order pipe.

May 19, 2016

Mr. Jason Knopp, P.E.
City Engineer
City of Casper
200 N. David Street
Casper, WY 82601

**Re: West Yellowstone Hwy & Walnut St. Reconstruction
Project 14-18
Change Order No. 3**

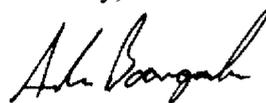
Dear Jason,

WWC is providing Construction Administration services for the above referenced project. The attached Change Order No. 3 includes additional materials and work for a new 2" water service line, two new 6" fire service lines, extend an existing 4" service, remove and replace curb stop boxes, removal of a storm manhole, sanitary sewer manhole riser section, remove and replace failed concrete joint filler from a previous phase, and additional electrical work.

The additional utility work will accommodate future redevelopment plans for two parcels while minimizing any impacts to the reconstructed street. The existing curb stop boxes are in bad shape and their replacement is recommended while the street is being reconstructed. While WWC was inspecting the project we found that the expansion joint material at West Yellowstone and Walnut has failed. The joint material is no longer adhered to the concrete and is allowing water into the base which will cause early failure of the surfacing section. WWC recommends removal and replacement of the joint filler. The project includes the relocation of the overhead power to underground. During the electrical work the City of Casper Electrical Inspector found some safety issues related to a few of the buildings that needed to be addressed in order for the meters to be re-energized.

Knife River has submitted a cost of \$34,750 to complete the work above and has requested a contract time extension of six working days for the additional work. The six working days equates to 9 calendar days as reflected in the change order due to a weekend and the Labor Day holiday. WWC has reviewed the costs and the time extension and recommends the change to the contract as shown on Change Order No.3. Please review the change order and recommendation and let us know if you have any questions or concerns.

Sincerely,



Andrew Boomgarden, P.E.
Project Manager

RESOLUTION NO. 16-159

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, PROJECT NO. 14-18.

WHEREAS, the City of Casper desires to add infrastructure for the accommodation of future development adjacent to the project area for the Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services, specified in Change Order No. 3 to the agreement for Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18, and further described therein.

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, Change Order No. 3 to the agreement with Knife River, for the Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18, for those services.

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 Change Order No. 3 amount not to exceed Thirty-Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$34,750.00), for a total contract price not to exceed Two Million Two Hundred Thirty Thousand Three Hundred Ninety-Eight and 04/100 Dollars (\$2,230,398.04).

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

May 25, 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: Agreement with Installation and Service Company, Inc. for the
Recreation Center Parking Lot Improvements, Project No. 16-003

Recommendation:

That Council, by resolution, authorize an agreement with Installation and Service Company, Inc. for the base bid amount of \$168,332.50 and alternate B, in the amount of \$48,675.00, for a total contract amount of \$217,007.50, for the Recreation Center Parking Lot Improvements, Project No. 16-003. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$32,992.50, for a total project amount of \$250,000.00.

Summary:

On Tuesday, May 24, 2016, five (5) bids were received to patch, replace curb and gutter, mill, overlay, and stripe the Recreation Center parking lot.

The base bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Installation and Service Company	Mills, WY	\$168,332.50
JTL Group dba Knife River	Casper, WY	\$179,165.00
Grizzly Excavating and Construction	Casper, WY	\$214,994.00
Treto Construction	Casper, WY	\$226,330.00
71 Construction	Casper, WY	\$257,103.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

There were two alternate bids for the project for work to be done in the Ice Arena parking lot. The alternates were for two options to correct drainage issues. Contract documents specify that the contract be award on the basis of the base bid. Regardless, Installation and Service Company's bid and alternate was the lowest cost. Installation and Service Company's bids for the alternates are as follows:

Alternate A \$115,825.00
Alternate B \$ 48,675.00

Staff recommends award of Alternate B as it is a suitable solution to the drainage issues and provides enough room in the budget for an adequate construction contingency. Work is scheduled to be completed by September 23, 2016. The estimate prepared by the City Engineering Division for

the Total Base Bid was \$207,025.00 and the estimate for Alternate Bid B was \$46,850.00 for a total estimate of \$253,875.00.

Funding for this project will be from Optional One Cent #15 Sales Tax funds allocated in FY16 to Parking Lot Improvements. The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Installation and Service Company, Inc., P.O. Box 2938, Mills, Woming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to patch, mill, overlay, strip, and replace curb and gutter at the recreation center parking lot; and,

WHEREAS, Installation and Service Company, Inc., is able and willing to provide those services specified as the RECREATION CENTER PARKING LOT IMPROVEMENTS, Project 16-003.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the RECREATION CENTER PARKING LOT IMPROVEMENTS, Project 16-003.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

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

- 3.1 The Work will be substantially completed by September 16, 2016, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 23, 2016.
- 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) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Seventeen Thousand Seven and 50/100 Dollars (\$217,007.50), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) which by this reference is hereby made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

- 5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the 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 \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form (BF-1 through BF-4 and BS-1 through BS-2).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. None.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of six (6) sections.

- 8.13 Special Provisions, consisting of two (2) sections; (01810, 02040)
- 8.14 Contract Drawings, consisting of seven (7) Sheets
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:

Wallace Tremble

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Tracey L. Belser
Title: City Clerk

CONTRACTOR:

Installation and Service Company, Inc.

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Daniel Sandoval
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
 REC. CENTER PARKING LOT IMPROVEMENTS,
 Project 16-003

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by September 16, 2016, and completed and ready for final payment not later than September 23, 2016, in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 168,332.50

TOTAL BASE BID, IN WORDS: One hundred sixty eight thousand Three hundred Thirty two and 50/100 - - - DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
- C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Installation & Service Co, Inc
P.O. Box 2938
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.

Submitted on May 24th, 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: Installation & Service Co, Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)
Vice-President
(Title)

(Seal)

Attest: Judy S. Spurgin

Business Address: Installation & Service Co, Inc.
P.O. Box 2938
Mills, WY 82644

Phone Number: 307-473-9000

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
RECREATION CENTER PARKING LOT IMPROVEMENTS
Project 16-003
Casper, Wyoming

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

LS=Lump Sum, SY = Square Yards, LF = Linear Foot, EA = Each

Bid Schedule

Item	BASE BID	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Bonding	1	LS	\$ 11,000. ⁰⁰	\$ 11,000. ⁰⁰
2	Mill 2" Depth	7750	SY	\$ 2. ¹⁰	\$ 16,275. ⁰⁰
3	Furnish and Install 2" Asphaltic Concrete Overlay	7750	SY	\$ 10. ⁷⁵	\$ 83,312. ⁵⁰
4	4" Asphaltic Concrete and 8" Grading "W" Base Course Patch	1300	SY	\$ 36. ⁷⁰	\$ 47,710. ⁰⁰
5	Furnish and Install Concrete Valley Gutter	20	SY	\$ 68. ⁰⁰	\$ 1,360. ⁰⁰
6	Furnish and Install Solid White Parking Space Striping	4000	LF	\$.67	\$ 2,680. ⁰⁰
7	Furnish and Install Solid White Directional Arrow Marking	6	EA	\$ 40. ⁰⁰	\$ 240. ⁰⁰
8	Remove and Replace 30-inch "Type B" Curb and Gutter	100	LF	\$ 24. ⁸⁰	\$ 2,480. ⁰⁰
9	Adjust Manhole Top & Install 5'X5' Concrete Diamond	1	EA	\$ 425. ⁰⁰	\$ 425. ⁰⁰
10	Adjust Valve Box Top & Install 33"X33" Concrete Diamond	3	EA	\$ 300. ⁰⁰	\$ 900. ⁰⁰
11	Remove and Replace Bollards	1	LS	\$ 950. ⁰⁰	\$ 950. ⁰⁰
12	Traffic Control	1	LS	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
				Total Base Bid	\$ 168,332.⁵⁰

- TOTAL BASE BID IN WORDS:

One hundred Sixty Eight thousand, Three hundred Thirty two and 50/100. - - - - -

Alternate Bid A

Bid Schedule

Item	Alternate Bid A	Quantity	Unit	Unit Cost	Total Cost
1-A	4" Asphaltic Concrete and 8" Grading "W" Base Course Patch	2200	SY	\$ 39. ⁵⁰	\$ 86,900. ⁰⁰
2-A	Remove and Replace 30-inch "Type B" Curb and Gutter	375	LF	\$ 29. ⁰⁰	\$ 10,875. ⁰⁰
3-A	Furnish and Install Concrete Valley Gutter	125	SY	\$ 78. ⁰⁰	\$ 9,750. ⁰⁰
4-A	Furnish and Install Catch Basin, Inlet Grate, and 12-inch Catch Lead	1	LS	\$ 7,800. ⁰⁰	\$ 7,800. ⁰⁰
5-A	Furnish and Install Solid White Parking Space Striping	500	LF	\$ 1. ⁰⁰	\$ 500. ⁰⁰
				Total Alternate A	\$ 115,825.⁰⁰

- TOTAL ALTERNATE BID A IN WORDS:

One hundred fifteen thousand, Eight hundred twenty five and 00/100 -

Alternate Bid B

Bid Schedule

Item	Alternate Bid B	Quantity	Unit	Unit Cost	Total Cost
1-B	4" Asphaltic Concrete and 8" Grading "W" Base Course Patch	1150	SY	\$ 39.50	\$ 45,425.00
2-B	Remove and Replace 30-inch "Type B" Curb and Gutter	100	LF	\$ 28.00	\$ 2,800.00
3-B	Furnish and Install Solid White Parking Space Striping	300	LF	\$ 1.50	\$ 450.00
Total Alternate B					\$ 48,675.00

- **TOTAL ALTERNATE BID B IN WORDS:**

Forty eight thousand, six hundred seventy five and ⁰⁰/₁₀₀ - - - .

This bid submitted by: Installation & Service Co., Inc
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 16-160

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
INSTALLATION AND SERVICE COMPANY, INC., FOR THE
RECREATION CENTER PARKING LOT IMPROVEMENTS
PROJECT NO. 16-003

WHEREAS, the City of Casper desires to patch, mill, overlay, strip, and replace curb and gutter at the recreation center parking lot; and,

WHEREAS, Installation and Service Company, Inc., is able and willing to provide those services specified as the Recreation Center Parking Lot Improvements, Project No. 16-003; 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.

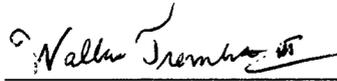
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Installation and Service Company, Inc., for those services, in the amount of Two Hundred Seventeen Thousand Seven and 50/100 Dollars (\$217,007.50).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Two Hundred Seventeen Thousand Seven and 50/100 Dollars (\$217,007.50) and Thirty-Two Thousand Nine Hundred Ninety-Two and 50/100 Dollars (\$32,992.50) for a construction contingency account, for a total price of Two Hundred Fifty Thousand Dollars (\$250,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:
(Recreation Center Parking Lot Improvements, 16-003)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

May 25, 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: Agreement with Western Plains Landscaping LLC, dba 3 Cord Construction.
Washington Park Pool Renovation, Project No. 14-77

Recommendation:

That Council, by resolution, authorize an agreement with Western Plains Landscaping LLC, dba 3 Cord Construction, for the Washington Park Pool Renovation, Project No. 14-77, in the amount of \$248,900.00 and Change Order No. 1 in the amount of \$32,500.00, for a total contract price of \$281,400.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$50,000.00, for a total project amount of \$331,400.00.

Summary:

On Tuesday, May 24, 2016, two (2) bids were received from contractors to install new pool filtration, trench drain, and pool liner for Washington Park Pool. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Western Plains Landscaping dba 3 Cord Construction	Casper, WY	\$248,900.00
Ricchio Construction	Gurnee, IL	\$373,849.00

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

It was intended to bid an additional trench drain around the wading pool as an alternate. It was an oversight that the alternate bid was not included in the bid schedule. The work included in Change Order #1 is for the removal and replacement of the trench drain surrounding the wading pool. This work was outlined in the contract documents but no bids for the work were received. It is recommended by Staff to include the additional work in Change Order #1 to provide a complete system.

A larger than typical contingency is being requested for this project due to the unknown condition of the existing pool vessel. If upon removal of the existing pool liner it is found that the pool vessel is damaged, contingency funds will be used to make the necessary repairs.

Work is scheduled to be completed by June 2, 2017. The estimate prepared by Burbach Aquatics was \$375,000.00.

Funding for this project will be from Optional One Cent #14 Sales Tax funds allocated to the Washington Park Pool improvements.

The Agreement and resolution are prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Washington Park Pool Renovation, Project 14-77
DATE OF ISSUANCE: 5/27/2016

OWNER: City of Casper, Wyoming

CONTRACTOR: Western Plains Landscaping LLC, dba 3 Cord Construction

ENGINEER: City of Casper, Engineering Department

You are directed to make the following changes in the Contract Documents:

Description: Change order to include additional trench drain replacement not specified in the original scope of work.

Attachments: *Estimate dated 5-27-16 from Western Plains Landscaping LLC*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$248,900.00	Original Contract Time: (days or date) Substantial completion: May 12, 2017; Final completion: June 2, 2017;
Previous Change Orders No. _ to _: <u>--0--</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$248,900.00	Contract Time prior to this Change Order: Substantial completion: May 12, 2017; Final completion: June 2, 2017;
Net Increase change of this Change Order: \$ 32,500.00	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$281,400	Contract Time with all approved Change Orders:(date) Substantial completion: May 12, 2017; Final completion: June 2, 2017;

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Engineer

BY: _____
Owner

Western Plains Landscaping LLC

3040 Allendale Blvd.
Casper, WY 82601

Estimate

Date	Estimate #
5/27/2016	201714

Name / Address
City of Casper

Project
Washington Park Pool

Description	Qty	Rate	Total
Labor and supplies to remove and replace existing concrete and trench drains around the wading pool, at the Washington Park Pool Project.	1	32,500.00	32,500.00
		Total	\$32,500.00

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Western Plains Landscaping LLC, dba 3 Cord Construction, 3040 Allendale Boulevard, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install new pool filtration, a trench drain, and a pool liner in Washington Park Pool at 951 S. Jefferson Street in Casper, Wyoming; and,

WHEREAS, Western Plains Landscaping LLC, dba 3 Cord Construction, is able and willing to provide those services specified as the Washington Park Pool Renovation, Project 14-77.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Washington Park Pool Renovation, Project 14-77.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

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

- 3.1 The Work will be substantially completed by May 12, 2017, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 2, 2017.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Two Hundred Eighty-One Thousand Four Hundred and 00/100 Dollars (\$281,400.00). See Exhibit "A" – (Bid Form) and the Bid Schedule (BS-1), which by this reference are hereby made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract

Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the

Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form (BF-1 through BF-4 and BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1 .
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of five (5) sections.
- 8.13 Special Provisions, consisting of four (4) sections;

- 8.14 Contract Drawings, consisting of six (6) Sheets
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:

Walker Tremont

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Tracey L. Belser

Title: City Clerk

CONTRACTOR:

Western Plains Landscaping LLC, dba 3 Cord Construction

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Daniel Sandoval

Title: Mayor

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

WASHINGTON PARK POOL RENOVATION
PROJECT 14-77

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: May 18, 2016

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Ethan L. Yonker E.I.T.

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

W.P.L. DBA 3 Card Construction
Firm

J.S. Jesse Snell
By: Signature

Owner - Member
Title

05/18/2016
Date Received

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 248,900.00

TOTAL BASE BID, IN WORDS: Two Hundred Forty - Eight Thousand Nine Hundred & 00/100 DOLLARS.

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

Address of Bidder: 3 Card Construction
3046 Allendale BLVD
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 May, 24th, 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: Western Plains Landscaping DBA 3 Cord Construction (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Jesse Snell Owner-Member JSS (seal)

(Title)

(Seal)

Attest: [Signature]

Business Address: Western Plains Landscaping DBA 3 Cord Construction
3040 Allendale Blvd
Casper, WY 82401

Phone Number: 307-331-0073

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
WASHINGTON PARK POOL RENOVATION
Project 14-77

Casper, Wyoming

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

LS=Lump Sum

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	WASHINGTON PARK POOL RENOVATION	LS	1	\$248,900.00	\$248,900.00

Bid Schedule

- **BASE BID IN WORDS:**

Two Hundred Forty-Eight Thousand Nine Hundred 00/100

This bid submitted by: Individual / LLC
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 16-161

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING LLC, DBA 3 CORD CONSTRUCTION, FOR THE WASHINGTON PARK POOL RENOVATIONS, PROJECT NO. 14-77

WHEREAS, the City of Casper desires to install new pool filtration, a trench drain, and a pool liner in Washington Park Pool at 951 S. Jefferson Street in Casper, Wyoming; and,

WHEREAS, Western Plains Landscaping LLC, dba 3 Cord Construction, is able and willing to provide those services specified as the Washington Park Pool Renovations, Project No. 14-77; 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 Western Plains Landscaping LLC, dba 3 Cord Construction, for those services, in the amount of Two Hundred Forty-Eight Thousand Nine Hundred and 00/100 Dollars (\$248,900.00).

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 1 to the agreement with Western Plains Landscaping LLC, dba 3 Cord Construction, for additional trench drain work for the Washington Park Pool Renovation, Project No. 14-77 in the amount of Thirty-Two Thousand Five Hundred and 00/100 Dollars (\$32,500.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Two Hundred Eighty-One Thousand Four Hundred and 00/100 Dollars (\$281,400.00) and Fifty Thousand and 00/100 Dollars (\$50,000.00) for a construction contingency account, for a total price of Three Hundred Thirty-One Thousand Four Hundred and 00/100 Dollars (\$331,400.00).

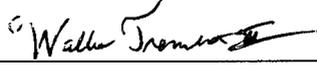
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Two Hundred Eighty-One Thousand Four Hundred and 00/100 Dollars (\$281,400.00) and Fifty Thousand and 00/100 Dollars (\$50,000.00) for a construction contingency account, for a total price of Three Hundred Thirty-One Thousand Four Hundred and 00/100 Dollars (\$331,400.00).

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:



ATTEST:

CITY OF CASPER, WYOMING

A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

May 27, 2016

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Contract for Metropolitan Planning Organization (MPO) Comprehensive Plan Update for the Towns of Mills, Evansville, and Bar Nunn.

Recommendation:

That Council, by resolution, approve the Metropolitan Planning Organization's contract for Professional Services with Michael Baker International, a firm based in Lakewood, Colorado, for a Comprehensive Plan Transportation Element Update in an amount not to exceed \$60,000.

The City is obligated to approve this contract as the MPO's fiscal agent.

Summary:

This contract is for a parallel project with the City of Casper's Comprehensive Plan update. The Comprehensive Plan is a document that guides long-term future development of Casper's suburb communities through the lens of transportation infrastructure. The Plan is widely used by Planning staff and the Planning & Zoning Commissions to draft policy and make development related decisions. Mills has not updated their plan since the early 1990s; Bar Nunn and Evansville's plans are approximately 10 years old. The Plan does not take into account transportation or economic development solutions that have occurred in the last 16 years. Each town will receive an individualized plan that focuses on visioning their community through the year 2030.

A Request for Proposals (RFP) was released in February 2016. Four consulting firms responded with proposals by the March 18, 2016 deadline including the following:

- Ayres Associates (Cheyenne, WY)
- KLJ (Casper, WY)
- Michael Baker International (Lakewood, CO)
- RDG Planning and Design (Omaha, NE)

Proposals were reviewed by a selection committee consisting of five members, including professional staff representatives from each town. The mayors of each town were invited to participate as well.

In-person interviews with the finalists were held on Wednesday, April 13. The same committee interviewed three consultants, scoring each firm based on the RFP's listed criteria. The selection was made independently of the process used for the City of Casper's Comprehensive Plan

Project that occurred the same day. The committee ultimately selected the Michael Baker/Logan Simpson team based on their experience in land use and transportation planning, public engagement, and implementation along with their communication skills, and technical expertise. Logan Simpson is a highly respected community planning and landscape architecture firm with a large presence in the West and in Wyoming. Michael Baker's project manager has done significant engineering and planning work in the Casper area and throughout Wyoming and comes very highly recommended.

The Transportation Element will place a greater emphasis on building communities through transportation at all scales and finding street connectivity and transportation/land use solutions. Furthermore the Plan will identify new visions, key trends, and desired outcomes and implementation strategies through a robust, year-long public engagement process that will be balanced with planning, transportation, and urban design expertise. Finally, this Plan will be designed in a way that emphasizes implementation and monitoring while also being adaptable and flexible.

Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO). The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$60,000 from the Consolidated Planning Grant through the Federal Highway Administration, Federal Transit Administration, and the Wyoming Department of Transportation with a 90% Federal share and a 10% local match funded through pro-rata contributions from each MPO member agency.

A contract for Professional Services and a resolution have been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2016, by and between the City of Casper, Wyoming, 82601, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Agent," and Michael Baker International, 165 South Union Blvd Suite 200, Lakewood, Colorado 80228, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, Agent has been appointed by the Policy Committee of the Casper Area Metropolitan Planning Organization (MPO) by its participating jurisdiction members to act as its contracting agent in order to carry out its functions and fiscal management; the MPO being referred to herein as the "Owner"; and,

WHEREAS, the voting members of the Policy Committee of the MPO have approved, in writing, the execution and implementation of this Contract by the Agent; and,

WHEREAS, pursuant to this Contract, Agent is undertaking professional services for Transportation Elements for the Comprehensive Plans of the Towns of Bar Nunn, Evansville, and Mills, hereinafter referred to as the "Study"; and,

WHEREAS, Agent desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Study; and,

WHEREAS, Consultant represents that it is prepared to provide such services in accordance with the conditions hereinafter provided and all of the duties and obligations imposed by this Agreement.

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

I. SCOPE OF SERVICES.

A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Agent thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this study as required by the Agent to be presented with each request for payment.

B. Subject to the sub-Consultant limitations of Part II, paragraph 10 of this Agreement, the Consultant agrees to perform, directly or by association with such other Consultants or

contractors as it may deem necessary to further the interest of the Agent, the services as set forth in Exhibit "A" (Scope of Services). Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Agent and the Consultant upon receiving the approval of the MPO Policy Committee.

II. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Study following receipt of a written notice to proceed from the Agent.

B. The Study shall be completed on or before June 30, 2016.

C. In the event that additional work or force majeure events prevent completion of the services to be performed under this Agreement in the times specified, the Agent, with the written approval of the Owner, may grant a time extension for any or all parts of the work.

III. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this contract, not to exceed a fee of Sixty Thousand Dollars (\$60,000). 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 Study, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits.

It is understood that Agent will retain ten percent (10%) of Task 4 listed in the Scope of Services, or Two Thousand Three Hundred Sixty Dollars (\$2,360) of the contract total until the MPO Policy Committee provides final acceptance of the Study.

IV. METHOD OF PAYMENT:

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

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.

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the Agent and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by the Agent and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Agent and the Consultant have executed this Contract as of the date first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation, as Agent:

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS:

By: 

Printed name: Chudk Huffine

Title: Sr. Associate

Michael Baker International, as Consultant:

By: 

Printed name: Dave Jula

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

Notwithstanding the above, the Consultant shall not be relieved of liability to the Agent or Owner for damages sustained by the Agent or Owner, by virtue of termination of the contract by Consultant or any breach of the Contract by the Consultant, and the Agent may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Agent or Owner from the Consultant are determined. Any use of any unfinished documents, data, studies, and reports prepared by Consultant, or incorporated into any third party's work without the prior written consent of the Consultant shall be at the Owner's sole risk and without liability to Consultant.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

The Agent 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 specific contracted Study 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 to be provided 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. OWNERSHIP OF STUDY 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 Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Agent provided that, in any case, the Consultant may, at no additional expense to the Agent, 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 Agent. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Agent and Owner, nor shall Consultant be liable for their use by Agent or Owner without Consultant's consent in projects other than the Project. In no case shall Section 6 apply to, or prevent the Consultant from asserting or protecting its rights in any copyright, patent, and other intellectual property and proprietary rights in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Agent and Owner. The preceding restriction shall not apply to information that is in the public domain, was previously known to Consultant, was acquired by Consultant from others who have no confidential relationship to Owner with respect to same, or which through no fault of Consultant, comes into the public domain. Consultant shall not be restricted from releasing information, including confidential information, in response to a court order.

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 Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local 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 of Casper. All of the services required hereunder 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 state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any SubConsultant to perform any services in the scope of this study, unless said SubConsultant is approved in writing by the Agent. Said SubConsultant shall be paid by the Consultant.

11. TECHNICAL:

The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

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

C. Other Insurance Provisions

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

1. Additional Insured Status

The Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

2. Primary Coverage

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

3. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Agent. Such notice to the Agent shall be provided in a commercially reasonable time. Consultant shall provide notice of any potential cancellation of its insurance policies in accordance with the terms of such policy which includes a 30 day notice provision.

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Agent.

Michael Baker International carries the following deductibles:

General Liability - \$250,000

Automobile Liability - \$100,000

Workers Compensation - \$500,000

Professional Liability - \$2,500,000

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

Consultant shall furnish the Agent with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agent before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

9. *Subcontractors*

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

D. Consultant agrees to indemnify the Agent, the Owner employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent caused from negligence of the Consultant and any subcontractor thereof in the performance of this Contract.

13. 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 to be provided for the compensation set forth in this agreement. 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 Agent and Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Contract price is adequate compensation for all the services to be rendered under the terms of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

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

15. 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.

16. ASSUMPTION OF RISK:

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. Agent shall notify the Consultant of any state or federal determination of noncompliance.

17. ENVIRONMENTAL POLICY ACTS:

The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

18. HUMAN TRAFFICKING:

As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

A. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

B. Procures a commercial sex act during the period of time that the award is in effect; or

C. Uses forced labor in the performance of the award or subawards under the award.

19. KICKBACKS:

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the Agent may, at its discretion, terminate this Agreement without liability to the Agent, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

20. LIMITATIONS ON LOBBYING ACTIVITIES:

By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its SubConsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

21. MONITORING ACTIVITIES:

Agent shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its SubConsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and Consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

22. NON-DISCRIMINATION:

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

23. PROFESSIONAL REGISTRATION:

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

24. PUBLICITY:

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Agent, the Wyoming Department of Transportation (WYDOT) and the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of the Agent and WYDOT.

25. SUSPENSION AND DEBARMENT:

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and C.F.R. 44 Part 17, or are on the debarred vendors list at www.epls.gov. Further, the Consultant agrees to notify the Agent by certified mail should it or any of its Agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

No Obligation by the Federal Government.

a. The Agent and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the SubConsultant who will be subject to its provisions.

27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SubConsultant who will be subject to the provisions.

28. FEDERAL CHANGES: 49 C.F.R. Part 18

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011) between purchaser and FTA,

as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:
FTA Circular 4220.1F

Applicability: The incorporation of FTA terms applies to all contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Agent requests which would cause the Agent or Owner to be in violation of the FTA terms and conditions.

30. LOBBYING: 31 U.S.C. 1352, 49 C.F.R. Part 19, and 49 C.F.R. Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

31. PRIVACY:

Applicability: The Federal Privacy Act requirements flow down to each third-party Consultant and their contracts at every tier.

The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

32. **WAIVER OF CONSEQUENTIAL DAMAGES:**

In no event shall either Consultant or Owner have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, however caused, even if same were reasonably foreseeable.

33. **ESTIMATES:**

Consultant's opinion of probably construction costs provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's reasonable judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over any contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual cost of construction will not vary from opinions of probably construction costs prepared by the Consultant. If the Owner wishes greater assurance as to probable construction cost, Owner may employ an independent cost estimator.

34. **MEANS AND METHODS:**

Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such construction contractors' failure to perform work in accordance with the contract documents. Owner expressly agrees that Consultant, even when providing on-site project representation or reviewing construction as part of this Agreement, is not responsible for and does not guarantee the performance by Owner or any third-party contractor, and that any such on-site representation or review by Consultant is limited to a general and non-exhaustive review of the progress and/or quality of such third-party work to report any known deviation actually observed by Consultant.

EXHIBIT “A” SCOPE OF SERVICES

1) **Task 1: Initial Review and Plan Assessment**

- a) Obtain and review GIS and other existing transportation system data from the Casper MPO, WYDOT, and other possible sources. Data could include, but not be limited to, mapping, roadway geometry, functional classification, traffic volumes, transit routes and facilities, land uses, existing plans (including the 2014 Long Range Transportation Plan) and studies, population and employment trends.
- b) Hold a project kickoff meeting with key staff and the project Steering Committee. The meeting will discuss project goals and objectives, available data, and anecdotal evidence of system problem areas.
- c) In conjunction with the project kickoff meeting trip to Casper, perform a field review of streets and other transportation facilities in the three communities. It is envisioned that MPO staff and others on the Steering Committee would participate in this field review. Use tablet computers to enter field data/observations into GIS.
- d) Using available analysis and qualitative measures, establish where deficiencies and transportation system needs exist with regards to desired accessibility, mobility, efficiency and mode choice. Identify any missing and needed street links.
- e) In consultation with the project Steering Committee, develop a set of context-sensitive goals and objectives. Factors to consider include land use compatibility, economics, quality of life, and possible funding constraints.
- f) Hold five (5) meetings with the project Steering Committee. It is envisioned the most will be via phone or video conference.

Deliverables: Goals and Objectives Summary; Existing Conditions Report

Total Cost: \$10,600

2) **Task 2: Public Engagement**

- a) Finalize and implement a targeted and customized public involvement plan that can be mostly implemented by MPO and other local staff. The public involvement plan includes an integrated approach with the Casper Comprehensive Plan and associated transportation element for efficiencies, cost savings, and public simplicity. The plan will involve public outreach goals, activities, venues, and MPO/Consultant team responsibilities.
 - i. Tours or meetings on foot, bike, and bus to discuss pedestrian, bicycle, and transit needs (Consultant to provide training, materials, and input summary)
 - ii. Stakeholder Interviews with retail stores, realty teams, medical offices, PTA groups at area schools, etc. (Consultant to provide training, materials, and input summary – can also participate via video conference)
 - iii. Public Visioning/Kickoff Event (one evening event in each of the three towns, to be held on adjacent evenings - Consultant to attend)
 - iv. Final Public Visioning Discussion Event (one evening event in each of the three towns, to be held on adjacent evenings - Consultant to attend)
 - v. Interactive online mapping of routes and destinations, where participants can map their route to work, school or play and identify their favorite locations or areas of improvement (Consultant to develop, implement and summarize)

- vi. Focus Group/Neighborhood Meetings (Consultant to provide training, materials, and input summary, but will attend those that correspond to trips to Casper – can also participate via video conference)
 - vii. Public events at which this plan can have a presence in the form of info booth, kiosk surveys, or prize wheels (Consultant to provide training, materials, and input summary, but will attend those that correspond to trips to Casper – can also participate via video conference)
- b) Create an online presence for the project, which the MPO will host and manage. Provide the content for a webpage on the Casper MPO site (links should be provided on the three Town websites). Provide content for MPO staff to post, including project updates and meeting notifications, using social media platforms (Facebook, Twitter, etc.) to continuously drive people to the project website to achieve consistent messaging. Staff will be asked to provide assistance in the form of augmenting Consultant staff to conduct public meetings, arranging meeting locations, creation of invitation lists, and posting updates/information on the website and via social media.
 - c) Themes for each town should reflect the following:
 - a. Building Bar Nunn 2030
 - b. Envision Evansville 2030
 - c. MyMills 2030
 - d) Develop and implement a survey on community needs, concerns, and ideas. It will be available in online and paper formats. Staff will be asked to provide assistance in the form of distribution and collection of paper surveys. Consultant will summarize and analyze the survey input.

Deliverables: Project Public Engagement Strategy, including detailed roles, responsibilities, and expectations of Consultant and local staff

At least two in-person public meetings (Kickoff & Visioning Discussion)

Total Cost: \$10,000

3) Task 3: Transportation Systems Analysis

- a) Assess population and economic growth, along with density for each community. Review land use classifications so that household and employment densities are accurately distributed in the forecasted projections.
- b) Refine and provide inputs to the existing transportation model by integrating projections for future population and employment.
- c) Analyze trip generators through review of the land use, housing and development data and policies. Work with MPO staff and the project Steering Committee to develop an updated future land use plan for the Casper Area Travel Demand Model (CATDM). Primary focus will be on expected growth areas in the three communities. Land use, population and employment trends will be considered when developing this plan.
- d) Provide technical assistance in updating the CATDM (subject to maximum hour limitations indicated in the Budget proposal, under separate cover).
- e) Review local laws, policies, land use, traffic volumes and other information to gain insight on impediments to transportation choice.
- f) Conduct an initial regulatory analysis will be undertaken to identify regulatory barriers to development. These barriers will be identified, primarily through the stakeholder interviews, and compared with findings from the reference documents.

- g) Assist MPO staff with developing future traffic forecasts using the CATDM. Determine areas of future needs and deficiencies (including new street links, pedestrian/bicycle facilities and transit). Identify gaps in mode share.

Deliverables: Detailed Project Public Engagement Strategy, including detailed roles, responsibilities, and expectations of Consultant and local staff
16 Hours of Travel Demand Modeling Technical Assistance for local staff
Updated inputs to the travel demand model
Transportation Systems Analysis Summary for each town

Total Cost: \$15,800

4) Task 4: Policy Recommendations

- a) Visioning – Based on community input, review of laws, studies and policies, plus future travel forecasts, develop a 2030 General Community Vision for each of the three communities of Bar Nunn, Mills and Evansville. The vision will not only reflect transportation, but also desired for land use, housing, recreation, government facilities, and economic development.
- b) Develop Alternative Solutions and Scenarios – Develop a series of recommended projects to help achieve each transportation element of the vision. Project could improve physical improvements, providing new modes, developing laws, policies, standards and guidelines, major street plans, or implementation of new technologies and methods.
- c) Evaluation and Recommendations – Develop a set of qualitative evaluation factors to evaluate the alternatives. Factors will consider benefits, impacts and trade-offs in areas such as quality of life, mobility, connectivity, land use, alternative modes, safety, access, economics, and cost. Planning-level cost estimates will be developed.
- d) Implementation Plan – Develop a proposed implementation plan that includes a priority list of “next steps” projects, initiatives or policies for adoption.
- e) Make a formal presentation to the Planning and Zoning Commission, the project Steering Committee, and the Town Councils in a combined meeting venue.
- f) Develop a Transportation Element document for each of the three towns.
- g) Hold a final meeting with the project Steering Committee to discuss the plan recommendations and the draft Transportation Element documents.
- h) Edit the draft documents, as needed, to produce final documents.
- i) Transfer all GIS and electronic files to the Casper MPO.

Deliverables: Final Transportation Element for each town
Final presentation for each town
Final meeting with the project steering committee
GIS and project files

Total Cost: \$23,600

Task Retainage due upon completion: \$2,360

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, on April 22, 2016, the Casper Area Metropolitan Planning Organization Policy Committee approved the hiring of Michael Baker International to complete a Comprehensive Plan Transportation Element Update for the towns of Bar Nunn, Evansville, and Mills; and,

WHEREAS, Michael Baker International is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into a contract with Michael Baker International to complete the Comprehensive Plan Transportation Element Update in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed Sixty Thousand Dollars (\$60,000).

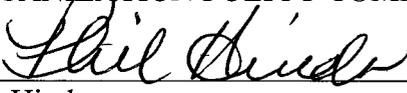
PASSED AND APPROVED THIS 22ND day of April, 2016.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE



Liz Becher
Community Development Director



Phil Hinds
Chairman

EXHIBIT "C"

NOTICE TO CONSULTANT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984
FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, Michael Baker International for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Vice President and duly authorized representative of the firm of Michael Baker International; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

5/13/16
Date


Signature

Dave Julia
Printed Name

Vice President
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or his representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Daniel Sandoval
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Colorado)ss

COUNTY OF Jefferson)ss

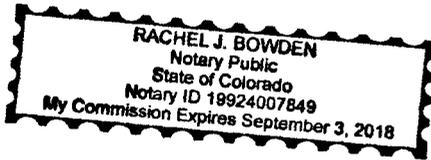
I, Dave Jule being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]
Vice President
Title

Subscribed in my presence and sworn to before me this 13th day of May, 2016, by:

[Signature]

Notary Public



9/3/18
My Commission Expires

RESOLUTION NO. 16-162

A RESOLUTION AUTHORIZING A CONTRACT FOR THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND MICHAEL BAKER INTERNATIONAL FOR A COMPREHENSIVE PLAN TRANSPORTATION ELEMENT UPDATE FOR THE TOWNS OF MILLS, EVANSVILLE, AND BAR NUNN.

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee has selected Michael Baker International to complete a Comprehensive Plan Transportation Element Update; and,

WHEREAS, as the MPO's fiscal agent, the City of Casper must approve the Professional Services Agreement between Michael Baker International and the City of Casper as Agent for the MPO ("Agreement") once the MPO Policy Committee has approved the Agreement; and,

WHEREAS, the MPO Policy Committee approved the Agreement on April 22, 2016 for a total not to exceed Sixty Thousand Dollars (\$60,000);

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 between the MPO and Michael Baker International on behalf of the Casper Area Metropolitan Planning Organization, in an amount not to exceed Sixty Thousand Dollars (\$60,000) for a Comprehensive Plan Transportation Element Update for the towns of Mills, Evansville, and Bar Nunn.

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

May 30, 2016

MEMO TO: V.H. McDonald, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Consideration of a vacation and replat creating Harmony Hills Addition No. 2 Phase 2A

Recommendation:

That Council, by resolution, approve a vacation and replat of Lots 5 and 6, Harmony Hills Addition No. 2 – Phase 2, and Lot 4A, Harmony Hills Addition No. 2 – Phase 2, Lots 3A and 4A, to create Harmony Hills Addition No. 2 Phase 2A, as recommended by the Planning and Zoning Commission.

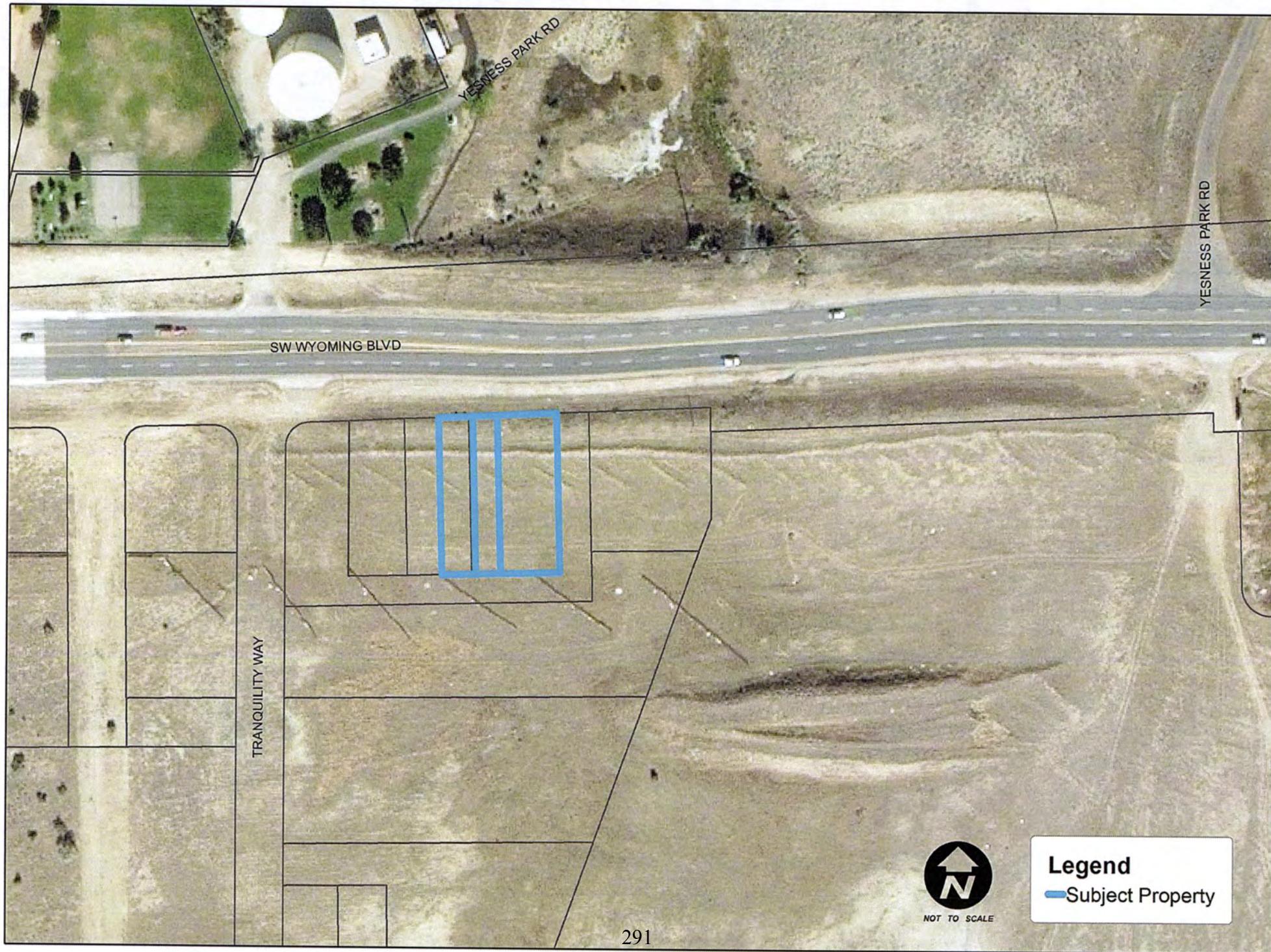
Summary:

Harmony Hills Holdings, LLC has applied to replat three (3) existing lots to create Harmony Hills Addition No. 2 Phase 2A, consisting of three (3) newly configured lots. The property involved in the replat comprises 0.46-acres, more or less, and is the location of a newly constructed, multi-tenant, strip-retail building at the southeast intersection of Wyoming Boulevard and Tranquility Way. The property is zoned C-2 (General Business) and there is no minimum lot size requirement in the C-2 zoning district. The newly configured lots are between 4,142 square feet and 10,117 square feet in area. The reason for the replat is to accommodate changes to the interior walls/partitions that were made during construction that did not align with the original plat configuration.

The Planning and Zoning Commission approved the vacation and replat at a public hearing held on May 19, 2016. With the exception of the applicant's representative, who spoke in favor, there were no public comments received at the public hearing. There is no public hearing required by the City Council in this case to vacate and replat the subject property.

A resolution has been prepared for the City Council's consideration.

Harmony Hills Addition No. 2 Phase 2A



SW WYOMING BLVD

YESNESS PARK RD

YESNESS PARK RD

TRANQUILITY WAY



NOT TO SCALE

Legend
— Subject Property

RESOLUTION NO. 16-163

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 5 AND 6, HARMONY HILLS ADDITION NO. 2 – PHASE 2, AND LOT 4A, HARMONY HILLS ADDITION NO. 2 – PHASE 2, LOTS 3A AND 4A, TO CREATE HARMONY HILLS ADDITION NO. 2 PHASE 2A

WHEREAS, an application has been made to vacate and replat Lots 5 and 6, Harmony Hills Addition No. 2 – Phase 2, and Lot 4A, Harmony Hills Addition No. 2 – Phase 2, Lots 3A and 4A, to create Harmony Hills Addition No. 2 Phase 2A, located at the southeast intersection of Wyoming Boulevard and Tranquility Way, comprising 0.46-acres, more or less; and,

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

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

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, this resolution approving the vacation and replat as described above.

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

May 30, 2016

MEMO TO: V.H. McDonald, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Consideration of a vacation and replat creating Eastward Heights VIII, Lot 16

Recommendation:

That Council, by resolution, approve a vacation and replat of Eastward Heights VIII, Lots 11-15, to create Eastward Heights VIII, Lot 16, as recommended by the Planning and Zoning Commission.

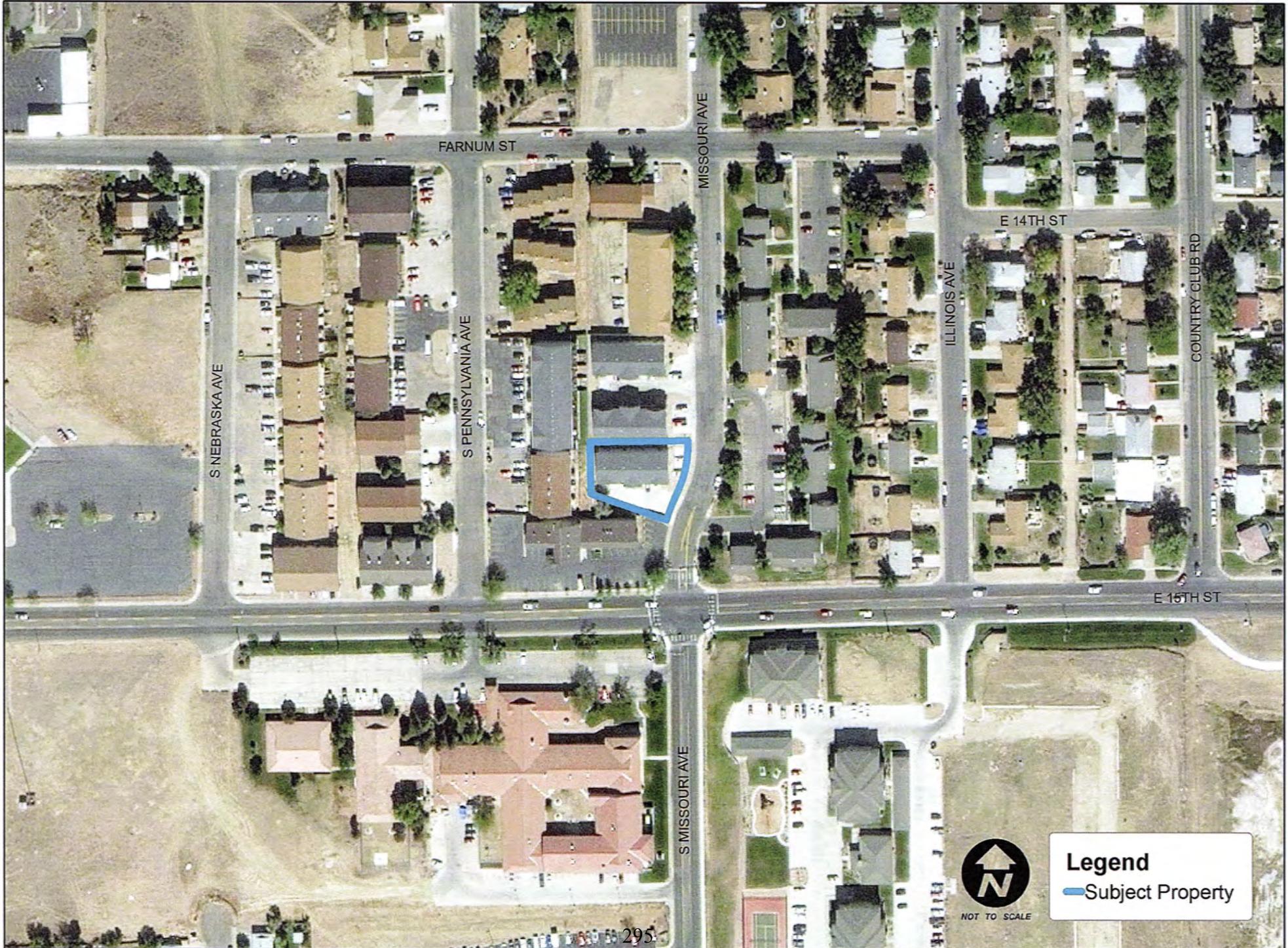
Summary:

Langdon Investments, LLC has applied to combine five (5) existing lots into a single lot, to be known as Eastward Heights VIII. The subject property is occupied by a multi-tenant residential structure, is located at 1460-1466 Missouri Avenue, and comprises 0.260-acres, more or less. The zoning of the subject property is R-4 (High Density Residential) and the minimum lot size for a four (4) unit multi-family structure in the R-4 (High Density Residential) district is 6,000 square feet. As the property is currently configured, the four (4) dwelling units are each situated on their own lots of record and could be sold individually as “townhomes.” Legal access is currently being provided to each of the townhomes via a public access easement along the south boundary of the property. The replat proposes to dissolve the individual lots, which will change the classification of the structure from townhouses to a multi-family dwelling, commonly referred to as a four-plex, which is allowed under the current R-4 (High Density Residential) zoning district. Given that the new single-lot configuration has frontage on Missouri Avenue, there is no longer a need for a public access easement, and it is being dissolved with the replat.

The Planning and Zoning Commission approved the vacation and replat at a public hearing held on May 19, 2016. With the exception of the applicant’s representative, who spoke in favor, there were no public comments received at the public hearing. There is no public hearing required by the City Council in this case to vacate and replat the subject property.

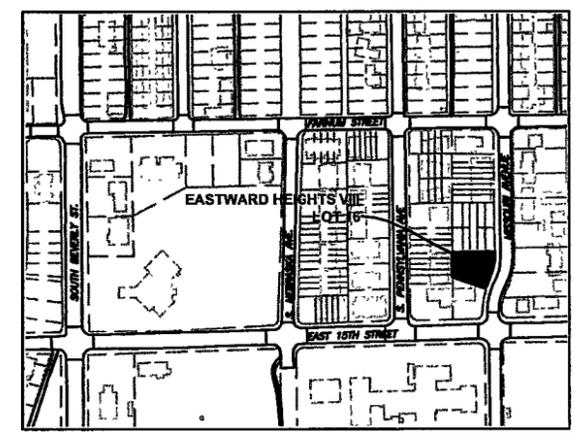
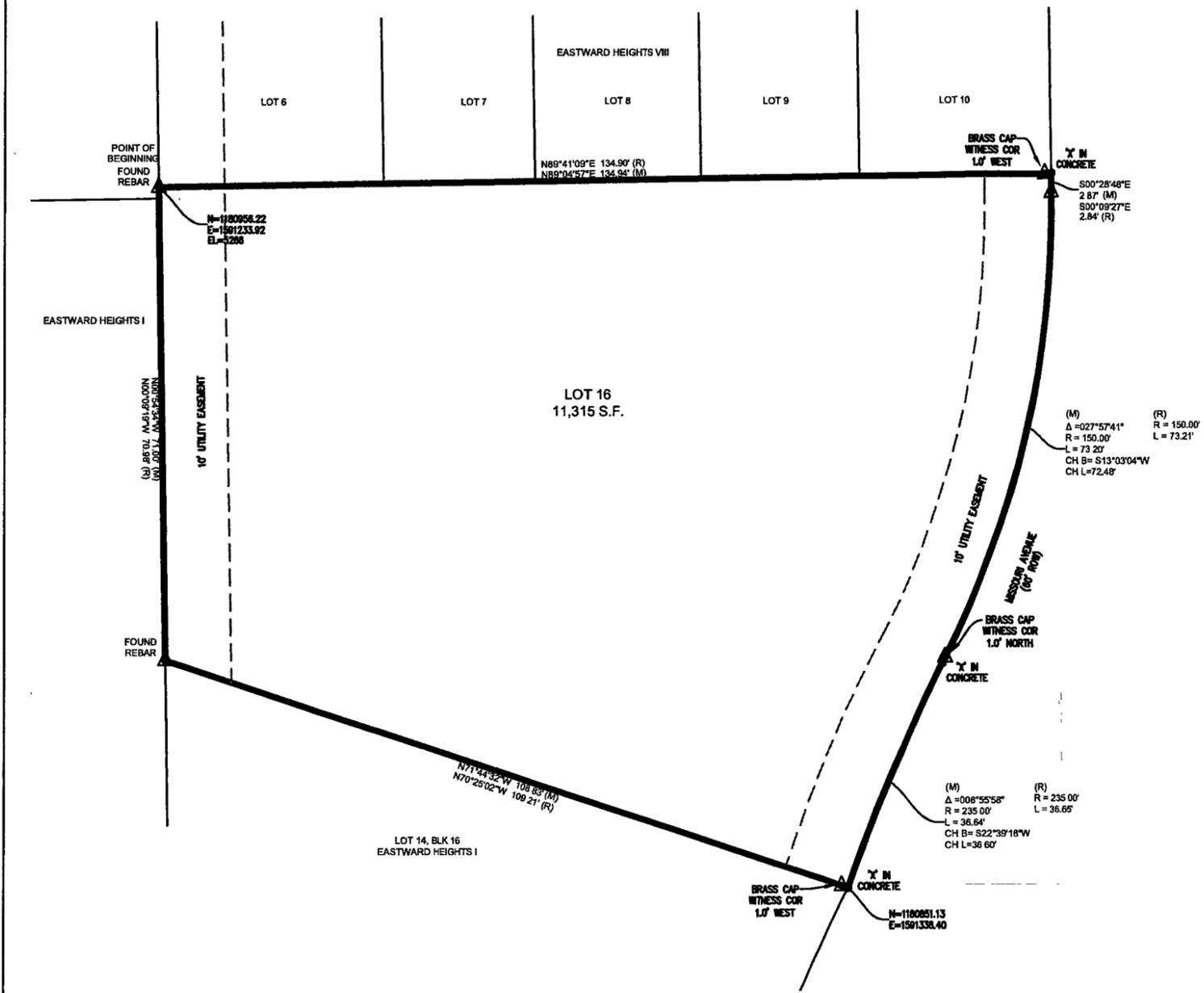
A resolution has been prepared for the City Council’s consideration.

Eastward Heights VIII



Legend
— Subject Property

M:\land 2016\Survey_Dwg\16-139 EASTWARD HTS W\EASTWARD HTS W\REPLAT.dwg, 5/9/2016, 8M



VICINITY MAP
NO SCALE

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

THE UNDERSIGNED, LANGDON INVESTMENTS, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING LOTS 11 - 15, EASTWARD HEIGHTS VIII TO THE CITY OF CASPER, WYOMING, SITUATE IN THE SECTION 11, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PARCEL, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 11, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N89°04'57"E, ALONG THE NORTH LINE OF THE PARCEL AND SAID LOTS 11-15, A DISTANCE OF 134.94 FEET TO THE NORTHEAST CORNER OF THE PARCEL ALSO BEING THE NORTHEAST CORNER OF SAID LOT 15, MONUMENTED BY AN 'X' MARKED IN THE CONCRETE;

THENCE S00°28'48"E, ALONG THE EAST LINE OF THE PARCEL AND SAID LOT 15, AND THE WEST LINE OF MISSOURI AVENUE, A DISTANCE OF 2.87 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF THE PARCEL AND SAID LOT 15, AND THE WEST LINE OF MISSOURI AVENUE, AND A CURVE TO RIGHT HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 27°57'41", A DISTANCE OF 73.20 FEET, WITH A CHORD BEARING OF S13°03'04"W, A DISTANCE OF 72.48 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY AN 'X' MARKED IN THE CONCRETE;

THENCE ALONG THE EAST LINE OF THE PARCEL AND SAID LOT 15, AND THE WEST LINE OF MISSOURI AVENUE, AND A CURVE TO LEFT HAVING A RADIUS OF 235.00 FEET, THROUGH A CENTRAL ANGLE OF 08°55'58", A DISTANCE OF 36.64 FEET, WITH A CHORD BEARING OF S22°39'18"W, A DISTANCE OF 36.60 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND SAID LOT 15, MONUMENTED BY AN 'X' MARKED IN THE CONCRETE;

THENCE N71°44'32"W, ALONG THE SOUTH LINE OF THE PARCEL AND SAID LOTS 11-15, A DISTANCE OF 108.83 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND SAID LOT 11, MONUMENTED BY A BRASS CAP;

THENCE N00°54'34"W, ALONG THE WEST LINE OF THE PARCEL AND SAID LOT 11, A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.280 ACRES (11,315 S.F.), MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "EASTWARD HEIGHTS VIII, LOT 16" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AND "PUBLIC ACCESS & UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

LANGDON INVESTMENTS, LLC
 8250 VERDE COURT
 CASPER, WYOMING 82809

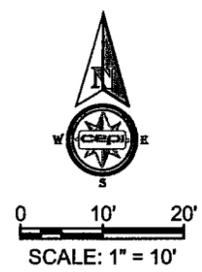
DENNIS LANGDON - MANAGING MEMBER
 LANGDON INVESTMENTS, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DENNIS LANGDON, MANAGING MEMBER OF LANGDON INVESTMENTS, LLC, THIS ____ DAY OF _____, 2016.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

- LEGEND**
- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED



NOTES

1. ERROR OF CLOSURE EXCEEDS 1:84,840.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/88.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'25.290", AND THE COMBINED FACTOR IS 0.999778.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN APRIL, 2016, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/88, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
 THIS ____ DAY OF _____, 2016.
 WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS ____ DAY OF _____, 2016.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. _____, DAILY PASSED,
 ADOPTED AND APPROVED THIS ____ DAY OF _____, 2016.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS ____ DAY OF _____, 2016. _____ CITY ENGINEER

INSPECTED AND APPROVED THIS ____ DAY OF _____, 2016. _____ CITY SURVEYOR

VACATION AND REPLAT OF
 EASTWARD HEIGHTS VIII
 LOTS 11 - 15
 AS
 EASTWARD HEIGHTS VIII, LOT 16

AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE SW1/4
 SECTION 11 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 W.O. #10-139

MAY - 9 2016

RESOLUTION NO. 16-164

A RESOLUTION APPROVING THE VACATION AND REPLAT OF EASTWARD HEIGHTS VIII, LOTS 11-15, TO CREATE EASTWARD HEIGHTS VIII, LOT 16

WHEREAS, an application has been made to vacate and replat Eastward Heights VIII, Lots 11-15, to create Eastward Heights VIII, Lot 16, located at 1460, 1462, 1464, 1466 Missouri Avenue, comprising 0.260-acres, more or less; and,

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

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

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, this resolution approving the vacation and replat as described above.

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

May 19, 2016

MEMO TO: V.H. McDonald, City Manager 
FROM: Doug Follick, Leisure Services Director
SUBJECT: Casper Family Aquatic Center and Outdoor Pool Fees

Recommendation:

That Council, by resolution, rescind Resolution Nos. 14-72 and 14-73 and establish fees for the use of the Casper Family Aquatic Center (CFAC) and the Outdoor Pools.

Summary:

Staff reviews fees and charges for aquatics facilities annually and makes recommended changes, if necessary. Reviewing fees and charges annually has prevented the need to suggest larger fee escalations to align with increases being realized in normal operating expenses such as utility fees and personnel costs.

CFAC - Staff is recommending an increase of \$10 to all CFAC passes. Staff is also recommending an increase of \$5 to the CFAC punch pass.

Outdoor Pools – For the last two seasons we have not had a Mike Sedar pool. During that time Paradise Valley pool has had a daily fee of \$4.50. Staff is recommending a \$5 daily admission fee to both Paradise Valley and Mike Sedar pools.

CFAC and Outdoor Pools - Staff is recommending that the 3-month passes for the CFAC and the Outdoor Pools be combined into one, 3-month Aquatics pass that would be valid at all City operated swimming facilities. Staff is also recommending that the 3-month Aquatics Pass be offered at the current CFAC rates (\$80 for adults, \$65 for youth ages 13-18, and \$50 for children 5-12 years old). This would be an increase of \$25 for adults, \$15 for youth, and \$5 for children. However it gives all Aquatics Pass holders the ability to attend any of the City facilities.

The suggested fee changes will help address increases in utility fees and personnel costs, assign fees to Mike Sedar pool, and combine CFAC and Outdoor Pool passes.

This recommendation has been approved by the Leisure Services Advisory Board at its March 10, 2016 meeting. A resolution is prepared for Council's consideration.

RESOLUTION NO. 16-165

A RESOLUTION RESCINDING RESOLUTION NOS. 14-72 AND 14-73, AND ESTABLISHING FEES FOR THE USE OF THE CASPER FAMILY AQUATIC CENTER AND THE OUTDOOR SWIMMING POOLS.

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various recreational facilities shall bear a portion of the costs of servicing, maintaining, and improving these facilities; and,

WHEREAS, it is necessary to review these fees, and revise if necessary, on a regular basis.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of the Casper Family Aquatic Center and the Outdoor Swimming Pools, effective April 28, 2016.

1. Facility Pass (Good for 3, 6, or 12 months from date of purchase)

A. Adult (Ages 19 and Over)

\$230- Annual; \$145- 6 months; \$80- 3 months

B. Youth (Ages 13-18)

\$180- Annual; \$115- 6 months; \$65- 3 months

C. Child (Ages 5-12)

\$130- Annual; \$85- 6 months; \$50- 3 months

D. Group/Corporate Discount for legally recognized businesses or organizations:

- Group - 20 or more passes purchased at one time. 15% Discount
- Corporate - 20 or more passes committed to in advance. 15% Discount
(Employees must produce proof of employment)

2. Multi-Facility Pass - Annual passes allowing access to more than one facility in the Recreation

Division (no other discounts apply to these discounted prices):

A. Aquatic Center/Recreation Center Pass

Adult - \$270; Youth - \$205; Child - \$145

6 Month Pass Option (from date of purchase): Adult - \$170; Youth - \$135; Child - \$95

- B. Aquatic Center/Ice Arena Pass
Adult - \$265; Youth - \$210; Child - \$155
- C. All-Complex Pass (Aquatic Center, Recreation Center, Ice Arena)
Adult - \$340; Youth - \$260; Child - \$190
- D. There will be a \$5 replacement fee for any facility pass which is lost but still valid.

3. Daily Admission

A. Casper Family Aquatic Center

- a. \$6 – Children under 5 years free (maximum of 2 children per adult), when accompanied by a paid admission.
- b. Punch pass with minimum purchase of 10 admissions - \$5.50 per punch.

B. Outdoor Swimming Pools

- a. \$3.50 – Marion Kreiner and Washington Pools
- b. \$4.50 – Mike Sedar and Paradise Valley Pools

4. Facility Rentals

Casper Family Aquatic Center

- A. Party Room – Capacity of 25 people \$50 for one and one half hours or
\$35 for one hour (option on Sundays only).
Swimmer admission is not included.
- B. Conference Room \$20 per hour (Maximum of \$135 per day) –
Does not include swimming pool access.
- C. Entire Facility \$375 (Maximum of three hours)
- D. Schools (for recognized public or
private schools, Monday-Friday
before 3:00 p.m.)
 - Basic Rate \$2.75 per student per hour (minimum of six)
 - Adapted Physical Education \$20 per hour (for up to 10 swimmers) –
for Leisure Pool without play features

E. Therapy Providers

Regular admission fees apply to all clients and providers (maximum of 3 clients per therapy provider for non-exclusive use of the aquatic facility). Therapy providers must sign a hold harmless and indemnification form provided by the City of Casper.

F. Personnel Fee

\$15 per hour per staff member (required if a conference room rental occurs when the facility is not normally open, or if additional staff is required for set up).

Outdoor Pool Private Rentals

Basic Rates (all pools, maximum three hours)

Up to 60 people, 3 lifeguards - \$75/hour

61-90 people, 4 lifeguards - \$90/hour

91-120 people, 5 lifeguards - \$105/hour

121 and more people, 6+ lifeguards - \$120/hour

Mike Sedar Pool - \$120/hour (minimum of 8 guards required)

Additional Rates (where applicable)

Wading Pool, 1 extra lifeguard - \$20/hour

PV Waterslide, 2 extra lifeguards - \$35/hour

*A \$5 administrative fee will be assessed for revisions to already processed permits.

5. Exceptions

A. Commercial Activities

- Private Instruction - 10% of gross revenues: Instructor must sign a hold harmless and indemnification form provided by the City of Casper.
- Facility Rental - \$10/day in addition to rental fee

B. City of Casper activities - fee waived.

C. Groups providing resources, financial or in-kind, to the City of Casper - fees waived or negotiated.

6. Lockers

\$.25 per use or annual rental fee: \$50 full size locker; \$40 half size locker

7. Classes

Registration fees will be established for classes to recover the direct costs of the instructor and any supplies needed, plus 35% of the direct costs for administrative overhead for any participant with a current Aquatic Center Pass at the time of registration. An additional \$10 will be added to the class fee for those participants without an Aquatic Center Pass at the time of registration.

8. Daily Fitness Class Fee

\$7 drop-in registration for any aquatic fitness class offered (includes Aquatic Center Pass privileges for that day). Punch pass with minimum purchase of 10 classes - \$6.50/punch (good for 12 months from date of purchase).

9. Special Rates

The Leisure Services Director or authorized designee may authorize reductions in fees for special promotions, unique situations or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution Nos. 14-72 and 14-73 are hereby rescinded.

PASSED, APPROVED, AND ADOPTED this 7th day of June, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

May 23, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Assistant City Manager/Community Development Director 

SUBJECT: Authorize a Refund to the U.S. Department of Housing and Urban Development

Recommendation:

That Council, by minute action, authorize a refund to the U.S. Department of Housing and Urban Development (HUD) in the amount of \$41,470.

Summary:

In Program Year 2013, Community Development Block Grant (CDBG) funds were authorized for use by HUD to the City of Casper. One of the approved uses of the funds was for the matching façade grant program. This program was established in 2010 and has been one of the most successful redevelopment tools the City has initiated to clean up the facades of commercial buildings in qualifying CDBG census tracts, thereby meeting one of HUD's national objectives of removing the potential for slum and blight and encouraging redevelopment in the downtown area, Old Yellowstone District, and North Casper neighborhoods.

Following a monitoring review by HUD during the fall of 2013, the City was notified that one of the conditions for the façade grant program must be an update to the City's Urban Renewal Plan. City staff was unaware of this condition, and had not previously been informed of this requirement by HUD. The City was given a year to complete the update. City staff immediately began work on the update to the Urban Renewal Plan, which is a significant document which assesses the land uses, market and land value by parcel, infrastructure status and improvements, commercial and residential building inventory, and environmental conditions of the designated area. The staff member working on the document left the City of Casper in the fall of 2014 and did not complete the work. The staff position was not refilled. Subsequent to learning that the report had not been completed, the project fell onto other staff members to complete as they worked it into their existing assignments. HUD granted the City additional extension. The Plan has been a significant undertaking to produce and has required months of gathering assessor data, testing the data, tabulating and mapping the data, and producing illustrative documents and text for the final document. The updated Plan will be presented to the Council for approval in upcoming weeks.

HUD has demanded a refund of \$41,470 which was used as the matching fund amount for the façade program in Program Year 2013. The refund, to be paid from the City's \$156,291 in capital reserves which is used for physical asset projects, will be noted by HUD upon receipt, and re-deposited back into the City's CDBG fund for use on a different activity.

May 19, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey Belser, Assistant City Manager
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of One (1) Mid-Size Police Utility Vehicle

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new Ford Explorer, from Fremont Motor Company, Lander, Wyoming, to be used in the Casper Police Department in the amount of \$33,559.10, before trade-in allowance.

Summary:

Bids for one (1) new mid-size police utility vehicle were received on April 28, 2016 to replace one vehicle in the Casper Police Department that is due for scheduled replacement due to years of service and mileage. Two bids were supplied by local and statewide vendors. The bids are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Base Cost</u>	<u>Estimated Trade-in Value</u>	<u>Estimated Total Cost</u>
2017 Ford Explorer Police	Fremont	\$33,559.10	\$9,500.00	\$24,059.10
2017 Ford Explorer Police	Greiner	\$32,757.00	\$7,000.00	\$25,757.00

Funding for this purchase will come from FY 2016 Optional One Cent #15 Sales Tax allocated to Police Fleet for Equipment Replacement.

May 23, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey Belser, Assistant City Manager
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize the purchase of One (1) New Utility Terrain Vehicle for use at Hogadon

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new Utility Terrain Vehicle (UTV) with options, from Stotz Equipment, Casper, Wyoming, to be used at the Hogadon section of the Leisure Services Department, in the amount of \$18,499.00.

Summary:

This utility vehicle will replace one All-Terrain Vehicles (ATV) currently operated at the Hogadon Ski Area that was a total loss due to an accident this past ski season. Replacing the ATV with a larger UTV will improve safety for the operator when transitioning between slopes and hauling equipment, tools, or supplies to areas where work is required.

Quotes were requested for one (1) new utility vehicle. On April 21, 2016, quotes were received from Stotz Equipment, Alpine Motorsports, and Driven Powersports. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Total</u>
2016 John Deere Gator 825i XUV	Stotz Equipment	\$18,499.00	\$18,499.00
2015 Artic Cat Prowler HDX 700	Alpine Motorsports	\$18,569.00	\$18,569.00
2016 Artic Cat Prowler HDX 700	Alpine Motorsports	\$19,499.00	\$19,499.00
2016 Polaris Ranger 900 XP	Driven Powersports	\$19,052.00	\$19,052.00
2016 Can Am Commander 800 XT	Driven Powersports	\$19,695.25	\$19,695.25

The recommended purchase of the John Deere Gator meets all of the necessary specifications.

Funding for this purchase consists of \$11,288.00 from WARM property coverage with the remainder from one-time Above the Cap Hogadon Capital allocated in FY16.

May 23, 2016

MEMO TO: V.H. McDonald, City Manager 
FROM: Tracey Belser, Assistant City Manager
Jason C Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of two (2) New 66,000 Lbs. Side-Load Sanitation Trucks for use by the Solid Waste Division

Recommendation:

That Council, by minute action, authorize the purchase of two (2) new Mack, LR613, 66,000 Lbs. side-load sanitation trucks, with Wayne, 27 cubic yard Curbtender G4 bodies, with options, from CMI-TECO of Mills, Wyoming. These trucks will be used by the Solid Waste Division of the Public Services Department, in the amount of \$573,344.90, before the trade-in allowance.

Summary:

Bids were requested for two (2) 66,000 lb. side-loading sanitation trucks to replace two (2) side-load sanitation trucks that are due for scheduled replacement due to years of service and mileage. On May 11, 2016, six (6) bids were received from local and in state vendors. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
2017 Mack LR 613/ Wayne G4	CMI-TECO	\$573,344.90	\$88,000.00	\$485,344.90
2017 Peterbilt 320/ New Way	Peterbilt	\$477,866.00	\$21,000.00	\$456,866.00
2017 Peterbilt 320/ New Way	Peterbilt	\$499,196.00	\$21,000.00	\$478,196.00
2017 Peterbilt 320/ Wayne G4	Peterbilt	\$517,912.00	\$15,000.00	\$502,912.00

2017 Peterbilt 320/ Wayne G4	Peterbilt	\$539,742.00	\$15,000.00	\$524,742.00
2017 Autocar Xpeditor/ Wayne G4	Jack's Truck	\$592,960.00	\$24,000.00	\$568,960.00

The two low bids from Peterbilt did not meet the minimum specifications for the required Wayne G4 side-load body. The New Way Sidewinder side-load body that was bid with the Peterbilt units will not meet the required specification of zero kick out, which is required to operate in the narrow alley ways in North Casper. The recommended trucks from CMI-TECO meet all the necessary specifications.

This equipment purchase will be funded by the FY16 Solid Waste Division, Refuse Collection Reserves.

May 23, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey Belser, Assistant City Manger
Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize Purchase of one (1) new Duplex 7,000 Lbs. Forklift for use by the Solid Waste Division

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new duplex 7,000 Lbs. forklift from Wyoming Machinery Company, Casper, Wyoming, to be used in the Solid Waste Division of the Public Service Department, in the amount of \$44,905.00.

Summary:

This forklift is to be used for bale loading and unloading at the Balefill facility. The current forklift will remain in service as a backup unit to prevent downtime during baling operations. Bids were requested for one (1) new duplex 7,000 Lbs. forklift. On May 6, 2016, one (1) bid was received from one (1) local vendor. The bid was as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(1) New Caterpillar GP35N5	Wyoming Machinery	\$44,905.00	N/A	\$44,905.00

The recommended purchase of the Caterpillar GP35N5 meets all of the required specifications.

This purchase is funded by the FY16 Solid Waste Division, Balefill Reserves.