

REGULAR COUNCIL MEETING
 Tuesday, May 17, 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
136
52

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MAY 3 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 10, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. PRESENTATION OF CERTIFICATION OF RECOGNITION TO PARTICIPANTS OF CITIZENS' ACADEMY SPRING 2016
6. PRESENTATION OF GOVERNMENT FINANCE OFFICERS ASSOCIATIONS' CERTIFICATE OF RECOGNITION TO CASSIA SMITH, BUDGET ADMINISTRATOR, FOR BUDGET PREPARATION
7. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish June 7, 2016, as the Public Hearing Date for Consideration of:
 - a. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Heritage Hills Addition No. 5** Complies with W.S. 15-1-402.
 1. Resolution.
 2. Third reading Ordinance Approving Annexation, and Zoning of the Heritage Hills Addition No. 5.
 - b. New Microbrewery **Liquor License No. 3**, Skull Tree Brewing, LLC, Located at 1530 Burlington Avenue.
2. 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**.

8. SECOND 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.

9. RESOLUTIONS

- A. Authorize a Contract for Professional Services between the City of Casper and **Logan Simpson Design, Inc.**, for a **Comprehensive Plan Update**, in an Amount not to Exceed \$120,000.

B. Consent

1. Authorizing an Agreement with **Communication Technologies, Inc.**, in the Amount of \$12,985, for the **Installation of Equipment** in Two (2) Replacement Fire-EMS Department Staff Vehicles.
2. Authorizing a Contract with **Spillman Technologies**, in the Amount of \$32,000, for Purchase and Installation of a **Mobile Field Report Module** for the Police Department's Existing Records Management System.
3. Adoption of the **National Incident Management System**.
4. Adopting a **Title VI Plan for Transportation Planning and Transportation Improvements** as Required by the **Federal Transit Administration**.
5. Approving a **Vacation and Replat** Tract B of Falcon Crest III and Tract B and Tract C of Falcon Crest IV, to **Create McKinley Heights**, Generally Located at East 26th and South McKinley Streets.
6. Approving a Planned Unit Development (PUD) **Sub-Area Plan** Approval for **Lots 6, 7, 11, 12, & 13, Block 5, The Heights Addition**, Located at **1075 Morado**.
7. Authorizing a Contract for the **Casper Area Metropolitan Planning Organization and LSC Transportation Consultants** for a **Transit Route and Scheduling Analysis**, in an Amount not to Exceed \$40,000.

2015 Goals		
Downtown	Infrastructure	Recreation

9. RESOLUTIONS (continued)

B. Consent

8. Authorizing Agreement with **Peter Albrecht Company, Inc.**, in the Amount of \$74,725, for Upgrading the **Casper Events Center Theatrical Fly System Project**.
9. Authorizing Agreement with **Process Power and Control, Inc.**, in the Amount of \$353,298, for the **Casper Events Center Parking Lot and Concourse Lighting Project**.
10. Authorizing **Access Permit** with the **Wyoming Department of Transportation** for a Water Tank Site for the **East Casper Zone III Water System Improvements Project**.
11. Authorizing **M-54 Utility License** with the **Wyoming Department of Transportation** for a Water Tank Site for the **East Casper Zone III Water System Improvements Project**.
12. Authorizing **M-21 Utility Service/Repair Permit** with the **Wyoming Department of Transportation** for a 16-Inch Water Transmission Main at **Southeast Wyoming Boulevard and Country Club Road** for the **East Casper Zone III Water System Improvements Project**.
13. Authorizing Agreement with **Treto Construction LLC**, in the Amount of \$225,000, for the **2016 Pedestrian Pathways Project**.
14. Authorizing Agreement with **Inberg-Miller Engineers**, in the Amount of \$35,995, for Design of the **Lower Eastdale Creek Channel Improvements Project**.
15. Authorizing Agreement with **Peak Laboratories, Inc.**, in the Amount of \$188,940.55, for Construction Quality Assurance and Oversight and Construction Administration of the **Landfill Gas Collection and Control System at the Closed Balefill**.
16. Authorizing Amendment #3 with **Stantec Consulting Services, Inc.**, in the Amount of \$5,160, for the **North Platte River Restoration Phase II Project**.
17. Authorizing a Lease Agreement with **The Fort Saloon 'N Eatery** for Operation of the **Concession Building at Crossroads Softball Complex**.

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

2015 Goals		
Downtown	Infrastructure	Recreation

10. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of Two (2) **Motorola APX7500 Dual-band Mobile Radios** and Two (2) **Motorola APX6500 Mobile Radios**, in the Amount of \$21,314, to be Used by the **Casper Fire-EMS Department**.
2. 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**.
3. Acknowledging Receipt of and Authorizing the Inclusion of the **Fiscal Year 2016-2017 Summary Proposed Budget** into the Minutes of the June 7, 2016 Regular Council Meeting.

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, June 7, 2016 – Council Chambers
 6:00 p.m. Tuesday, June 21, 2016 – Council Chambers

Work sessions

4:30 p.m. Tuesday, May 24, 2016 – Council Meeting Room
 4:30 p.m. Tuesday, June 14, 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 3, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, May 3, 2016. Present: Councilmen Cathey, Heili, Hopkins, Johnson, Miller, Pacheco, Powell, Schlager and Mayor Sandoval.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Johnson, seconded by Councilman Miller, to, by minute action, approve the minutes of the April 12, 2016, special Council meeting, as published in the Casper-Star Tribune on April 23, 2016. Motion passed.

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

Moved by Councilman Heili, seconded by Councilman Miller, to, by minute action, approve payment of the May 3, 2016, bills and claims, as audited by City Manager McDonald. Councilman Powell noted he wished to abstain from voting on invoices pertaining to his mileage reimbursement. Motion passed.

Bills & Claims
 05/03/16

A Krahn	Reimb	\$127.19
AAALandscaping	Services	\$420.00
ADaley	Refund	\$17.14
Adecco	Services	\$158.40
AHowe	Reimb	\$67.19
AKestie	Refund	\$33.34
AMBI	Services	\$1,119.65
Ameritech	Services	\$2,707.40
AndrnHunt	Svc	\$3,297.54
AurHomes	Refund	\$8.37
Balefill	Services	\$102,141.33
BankOfAmerica	Goods	\$236,408.37
BCort	Fees	\$3,500.00
BigBrthsBigSstrs	Funding	\$4,858.03
C Powell	Reimb	\$142.60
CasperAmateurHockey	Funding	\$4,647.52
CasperPubSafetyComm	Services	\$1,832.05
CATC	Funding	\$143,352.00
Centurylink	Services	\$6,528.97
CGardener	Refund	\$23.64

CHanamaikai	Reimb	\$73.18
Charter	Services	\$452.95
CHDiagnostic	Services	\$1,670.00
CityofCasper	Services	\$16,676.09
CivilEngineeringProfessionals	Projects	\$17,670.02
CommTech	Goods	\$4,421.76
CPesicka	Refund	\$30.00
CRootJr.	Reimb	\$40.90
D Jordan	Reimb	\$56.70
DaveLodenConstruction	Projects	\$415.00
DCourtade	Reimb	\$500.00
DeltaDental	Services	\$41,706.07
DMGlavan	Refund	\$48.32
DMKDev	Refund	\$22.77
DoubleDWelding	Services	\$2,065.00
DowntownDevelopmentAuth	Funding	\$326,124.20
DrvrAlliantIns	Ins	\$20.00
DvdsnFxdMgmt	Services	\$6,389.59
EcolabPest	Services	\$290.11
EnvironmentalCivilSolutions	Services	\$1,399.30
ERuiz	Services	\$2,000.00
EWilson	Refund	\$31.05
FirstData	Services	\$3,992.08
FirstInterstateBank	Services	\$4,137.99
FoodSvcsOfAmerica	Goods	\$660.81
GarageDoorDudes	Services	\$1,540.00
GarlickLaw	Services	\$307.06
GolderAssociates	Services	\$1,879.92
GPCArchtccts	Services	\$8,557.78
GSGArchitecture	Services	\$10,752.50
GWilliamsInvst	Services	\$600.00
GWMechanical	Services	\$253,249.00
Hach	Goods	\$722.09
HDR Engineering	Projects	\$1,687.55
HewlettPackard	Goods	\$6,689.12
Homax	Goods	\$57,031.39
HydroConst	Supplies	\$63,486.23
Installation&Svc	Projects	\$131,572.83
ITCElec	Services	\$99.60
JacobsEngineeringGroup	Services	\$15,491.16
JHatcher	Reimb	\$80.00
JJMCW	Refund	\$925.00
JLewis	Refund	\$56.30
JMcGoonan	Reimb	\$96.14
JMeza	Refund	\$136.93
JTiller	Reimb	\$60.90

Jtipton	Reimb	\$2,200.00
KaLarks	Refund	\$38.86
KBury	Refund	\$28.32
KRathbun	Refund	\$30.50
LaborReady	Services	\$1,367.94
LLewis	Refund	\$8.87
LNorvell	Reimb	\$89.57
Manpower	Services	\$928.80
MDay	Reimb	\$75.00
MHarmon	Refund	\$29.93
MillsPolice	Services	\$178.00
ModernElectric	Services	\$78.00
MTWYCSI	Traing	\$450.00
NationalBenefitServices	Services	\$427.75
NC Clerk	Services	\$378.00
NCConservationDistrict	Funding	\$85,000.00
NCHallofJustice	Services	\$4,190.23
NCSD	Goods	\$1,903.72
NCSheriffsOffice	Funding	\$178.00
NevesUniforms	Goods	\$1,257.50
NorthLineGIS	Services	\$7,700.00
OfficeStateLands	Services	\$96,220.69
OhlsonLavoie	Services	\$2,477.04
Paciolan	Services	\$13,799.20
PBeverage	Reimb	\$35.69
Pepsi	Goods	\$2,590.30
PoliceDept	Services	\$313.69
PostalPros	Services	\$16,358.40
PvrtyRestncFoodPntry	Funding	\$349.78
RamshornConstruction	Projects	\$97,052.00
ResourceStaff	Services	\$1,119.05
REStrang	Refund	\$175.46
RockyMtnPower	Services	\$229,267.18
RSCEquip	Refund	\$99.01
RTasler	Reimb	\$71.82
SAsay	Refund	\$37.22
SDInc	Refund	\$325.00
Smarsh	Services	\$3,006.00
SmartSpec	Supplies	\$500.00
SourceGas	Services	\$39,553.69
STschetter	Services	\$300.00
SummitRoofing	Services	\$7,810.00
SuperiorInd	Services	\$28,022.10
SyscoFoodSvcs	Goods	\$1,137.80
TDach	Reimb	\$98.97
TJordan	Refund	\$118.18

TRodriguez	Refund	\$120.00
TrStTrk	Parts	\$388,270.00
UrgentCare	Services	\$392.00
VentureTech/ISC	Services	\$509.39
VMcReynolds	Refund	\$114.00
VSalazar	Reimb	\$73.00
WasteWaterTreatment	Funding	\$600.00
WCrawford	Refund	\$6.39
WERCSCcommunications	Services	\$1,527.50
WesternWaterConsult	Services	\$1,950.60
Worldwash	Services	\$575.00
WorthingtonLenhart&Carpenter	Services	\$2,560.25
WyAssocMunicipalities	Services	\$70.00
WyDEQ	Services	\$3,711.98
YouthCrisisCenter	Funding	\$4,997.52
		\$2,550,161.01

Mike Huber addressed Council on behalf of the Casper Mountain Ski Patrol regarding naming of the Hogadon ski patrol building. He spoke highly of Stan and Pat Lowe, their accomplishments and contributions to the community, and thanked Council for considering naming the new facility after the Lowes.

The following resolution was considered, by consent agenda:

RESOLUTION NO. 16-120

A RESOLUTION AUTHORIZING THE NEW SKI PATROL BUILDING AT HOGADON BE NAMED THE "R. STANLEY AND PAT LOWE MEMORIAL SKI PATROL HUT"

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

Mayor Sandoval opened the public hearing for the use of Community Development Block Grant (CDBG) funds.

Deputy City Attorney Chambers entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated April 25, 2016 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated April 20, 2016. City Manager McDonald provided a brief report and requested further information from staff. Liz Becher, Assistant City Manager and Community Development Director, explained the development and community involvement in creating the plan for the use of the CDBG funds.

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

Following resolution read:

RESOLUTION NO. 16-121

A RESOLUTION ADOPTING THE 2016-2017 ANNUAL ACTION PLAN, APPROVING THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

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

Following ordinance read:

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 ordinance for approval, on first reading. Seconded by Councilman Miller. Deputy City Attorney Chambers provided a brief report. Motion passed.

Following resolution read:

RESOLUTION NO. 16-122

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GH PHIPPS CONSTRUCTION OF WYOMING FOR THE HOGADON LODGE, PROJECT NO. 15-14.

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Hopkins. City Manager McDonald provided a brief report.

The following citizens addressed the Council and spoke in favor of the project: Bob Kidd, 1139 S. Center; Bruce Lamberson, Casper Mountain; Ted Rasmussen, 6241 S. Walnut; Ray Bader, 3800 Plateau Pl.; Jonathan Taylor, 200 Honeysuckle; and Ryan Perry, 4040 E. 8th.

The following Councilmen made statements on the subject and expressed their support for the project; Hopkins, Miller, Powell, Heili, Cathey, Johnson, and Mayor Sandoval. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-123

A RESOLUTION APPROVING THREE YEAR AGREEMENTS WITH THOMSON REUTERS FOR WESTLAW BOOK AND INTERNET LAW LIBRARY SERVICES FOR THE CITY ATTORNEY'S OFFICE.

RESOLUTION NO. 16-124

A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF CASPER AND THE CASPER FAMILY YMCA, INC.

RESOLUTION NO. 16-125

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH SHARP IRON SERVICES.

RESOLUTION NO. 16-126

A RESOLUTION AUTHORIZING AN APPLICATION TO THE FEMA HAZARD MITIGATION GRANT PROGRAM FOR FUNDING TO MITIGATE GROUND FUELS AND TO INSTALL FIRE BREAKS ALONG GARDEN CREEK.

RESOLUTION NO. 16-127

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING MACHINERY COMPANY FOR THE CASPER EVENTS CENTER EMERGENCY GENERATOR, PROJECT NO. 15-49.

RESOLUTION NO. 16-128

A RESOLUTION RESCINDING RESOLUTION NO. 15-259, APPROVAL OF THE EXECUTION OF AN AGREEMENT WITH PHIPPS CONSTRUCTION LLC FOR THE STUCKENHOFF SHOOTERS COMPLEX PROJECT.

RESOLUTION NO. 16-129

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HAASS CONSTRUCTION CO., INC., FOR THE STUCKENHOFF SHOOTERS COMPLEX PROJECT.

RESOLUTION NO. 16-130

A RESOLUTION AUTHORIZING A CONTRACT WITH THE WYOMING ECLIPSE FESTIVAL, A WYOMING NON-PROFIT CORPORATION, FOR FINANCIAL SUPPORT OF THE CASPER ECLIPSE FESTIVAL.

RESOLUTION NO. 16-131

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HEDQUIST CONSTRUCTION, INC., FOR THE EAST 21ST STREET IMPROVEMENTS, PROJECT 15-64.

Councilman Miller presented the foregoing nine (9) resolutions for adoption. Seconded by Councilman Johnson. A vote on the resolutions resulted in all ayes, except Councilman Schlager voted nay on Resolution No. 16-131. Motion passed

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by consent minute action, authorize the appointment of Con Trumbull, Dorothy (Butch) Okes and the reappointment of Jeff Bond, Monica Decker, Robin Broumley, and Connie Thompson to the Historic Preservation Commission; and authorize the appointment of Errol Miller to the Central Wyoming Senior Services Advisory Board, to complete the term of a vacated seat, set to expire December 31, 2018. Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 N. Kimball, regarding the Hogadon Lodge project; Andrew Beamer, City of Casper Public Services Director, addressed Council to clarify contractor residency for the Hogadon Lodge project; Dale Zimmerle, 3035 Bellaire, regarding beginning Council meetings with prayer; Keith Rolland, 542 S. Durbin, regarding the economy and the City's budget; Keith Goodenough, 333 S. Socony, City property purchases; Woody Giles, 290 E. Magnolia, regarding property values; and Tracy LaMont, 721 E. 12th, regarding 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 10, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 17, 2016, in the Council Chambers.

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

The meeting was adjourned at 8:20 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

04-May-16 to 17-May-16

609 CONSULTING, LLC.

RIN0026596 SERVICES

\$19,282.55
\$19,282.55 Subtotal for Dept. Water
\$19,282.55 Subtotal for Vendor

71 CONSTRUCTION, INC.

13140 HIGHLAND PARK STORMWATER

\$8,808.59
\$8,808.59 Subtotal for Dept. Streets
\$8,808.59 Subtotal for Vendor

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

16-04-398 POSTAGE

\$14.30

16-04-410 POSTAGE

\$16.96

\$31.26 Subtotal for Dept. Balefill

16-04-401 POSTAGE

\$149.91

\$149.91 Subtotal for Dept. Casper Events Center

16-04-397 POSTAGE

\$17.50

\$17.50 Subtotal for Dept. City Attorney

16-04-399 POSTAGE

\$3.36

\$3.36 Subtotal for Dept. City Manager

16-04-404 POSTAGE

\$705.79

\$705.79 Subtotal for Dept. Finance

16-04-405 POSTAGE

\$105.17

\$105.17 Subtotal for Dept. Metro Animal

16-04-406 POSTAGE

\$138.91

\$138.91 Subtotal for Dept. Municipal Court

\$1,151.90 Subtotal for Vendor

AAA LANDSCAPING

10493 SERVICES

\$120.00

\$120.00 Subtotal for Dept. Code Enforcement

\$120.00 Subtotal for Vendor

ACE SANDBLASTING & COATING

1096 SERVICES

\$710.00

\$710.00 Subtotal for Dept. Waste Water

\$710.00 Subtotal for Vendor

ADAM HIATT

RIN0026608 MILEAGE REIMBURSEMENT

\$55.20

\$55.20 Subtotal for Dept. Information Services

\$55.20 Subtotal for Vendor

ADECCO USA, INC.

68065715 TEMPORARY SERVICES

\$158.40

\$158.40 Subtotal for Dept. Balefill

\$158.40 Subtotal for Vendor

Bills and Claims

City of Casper

04-May-16 to 17-May-16

ALLIANT INSURANCE SVCS.

459552 BOND

\$100.00
\$100.00 Subtotal for Dept. Property & Liability Insurance
\$100.00 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

80-116141 OWNER/ENCUMBRANCE REPORT
80-116139 OWNER/ENCUMBRANCE REPORT

\$85.00
\$85.00
\$170.00 Subtotal for Dept. Sewer
\$170.00 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING

7262 HVAC MAINTENANCE

\$180.00
\$180.00 Subtotal for Dept. Balefill
\$180.00 Subtotal for Vendor

BAR-D SIGNS, INC.

30227 DOOR SIGN

\$330.00
\$330.00 Subtotal for Dept. Communications Center
\$330.00 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI619549 CHEMICALS
BPI619956 CHEMICALS

\$8,893.52
\$8,884.73
\$17,778.25 Subtotal for Dept. Water Treatment Plant
\$17,778.25 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-19 IMPROVEMENTS

\$15,455.13
\$15,455.13 Subtotal for Dept. Waste Water
\$15,455.13 Subtotal for Vendor

CARL HALER

RIN0026548 CLOTHING REIMBURSEMENT

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

CARUS CORPORATION

SLS10049249 CHEMICALS

\$7,560.00
\$7,560.00 Subtotal for Dept. Water Treatment Plant
\$7,560.00 Subtotal for Vendor

CASELLE, INC.

72963 CONTRACT SUPPORT

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

CASPAR BUILDING SYSTEMS, INC.

RIN0026604 MIKE SEDAR POOL RECONSTRUCTION

\$227,334.00

Bills and Claims

City of Casper

04-May-16 to 17-May-16

CASPAR BUILDING SYSTEMS, INC.

	\$227,334.00	Subtotal for Dept.	Aquatics
RIN0026617 RETAINAGE	(\$24,646.90)		
	(\$24,646.90)	Subtotal for Dept.	Capital Projects - Fire
RIN0026617 FIRE STATION #6 CONSTRUCTION	\$246,469.00		
	\$246,469.00	Subtotal for Dept.	Fire
	\$449,156.10	Subtotal for Vendor	

CASPER DOWNTOWN DEVELOPMENT AUTHORITY

6 PLAZA DRAW #5	\$203,118.10		
	\$203,118.10	Subtotal for Dept.	City Manager
	\$203,118.10	Subtotal for Vendor	

CASPER PUBLIC UTILITIES

RIN0026584 SANITATION	\$105.00		
RIN0026584 SEWER	\$20.54		
	\$125.54	Subtotal for Dept.	Water Treatment Plant
	\$125.54	Subtotal for Vendor	

CENTRAL WY. REGIONAL WATER

139338 SYSTEM INVESTMENT FEES	\$8,796.00		
139302 WHOLESALE WATER	\$228,582.22		
	\$237,378.22	Subtotal for Dept.	Water
	\$237,378.22	Subtotal for Vendor	

CENTURYLINK

RIN026568 PHONE USE	\$37.51		
	\$37.51	Subtotal for Dept.	Balefill
RIN0026606 PHONE USE	\$339.75		
RIN0026606 PHONE USE	\$37.75		
RIN0026606 PHONE USE	\$126.74		
	\$504.24	Subtotal for Dept.	Casper Events Center
RIN0026623 PHONE USE	\$39.62		
	\$39.62	Subtotal for Dept.	Cemetery
RIN0026606 PHONE USE	\$33.79		
RIN0026623 PHONE USE	\$63.37		
RIN0026623 PHONE USE	\$75.50		
	\$172.66	Subtotal for Dept.	City Hall
RIN0026606 PHONE USE	\$65.42		
	\$65.42	Subtotal for Dept.	Code Enforcement
RIN0026606 PHONE USE	\$61.32		
RIN0026606 PHONE USE	\$314.49		
RIN0026606 PHONE USE	\$61.32		
RIN0026594 PHONE USE	\$490.86		
RIN0026606 PHONE USE	\$61.32		
RIN0026606 PHONE USE	\$68.32		
RIN0026594 PHONE USE	\$11,038.67		
RIN0026606 PHONE USE	\$202.81		

Bills and Claims

City of Casper

04-May-16 to 17-May-16

CENTURYLINK

RIN0026623	PHONE USE	\$65.10	
RIN0026606	PHONE USE	\$83.82	
RIN0026594	PHONE USE	\$29.70	
RIN0026606	PHONE USE	\$65.10	
RIN0026606	PHONE USE	\$165.06	
RIN0026606	PHONE USE	\$23.35	
RIN0026606	PHONE USE	\$326.77	
RIN0026606	PHONE USE	\$65.42	
RIN0026606	PHONE USE	\$37.75	
RIN0026606	PHONE USE	\$83.82	
		\$13,245.00	Subtotal for Dept. Communications Center
AP00014305061617	PHONE USE	\$855.03	
AP00013205061617	PHONE USE	\$1,568.54	
AP00005705061617	PHONE BILL	\$2,929.68	
		\$5,353.25	Subtotal for Dept. Finance
RIN0026606	PHONE USE	\$65.42	
RIN0026606	PHONE USE	\$37.75	
RIN0026606	PHONE USE	\$74.62	
RIN0026606	PHONE USE	\$37.75	
RIN0026623	PHONE USE	\$479.18	
RIN0026606	PHONE USE	\$75.50	
RIN0026606	PHONE USE	\$45.91	
RIN0026594	PHONE USE	\$155.38	
RIN0026606	PHONE USE	\$37.75	
RIN0026594	PHONE USE	\$104.57	
RIN0026606	PHONE USE	\$65.42	
RIN0026606	PHONE USE	\$65.42	
RIN0026606	PHONE USE	\$65.42	
		\$1,310.09	Subtotal for Dept. Fire
RIN0026606	PHONE USE	\$63.38	
RIN0026606	PHONE USE	\$37.75	
		\$101.13	Subtotal for Dept. Fleet Maintenance
RIN0026606	PHONE USE	\$43.58	
		\$43.58	Subtotal for Dept. Golf Course
RIN0026623	PHONE USE	\$155.37	
		\$155.37	Subtotal for Dept. Metro Animal
RIN0026606	PHONE USE	\$65.42	
RIN0026606	PHONE USE	\$81.63	
		\$147.05	Subtotal for Dept. Parking
RIN0026606	PHONE USE	\$43.58	
RIN0026606	PHONE USE	\$122.66	
		\$166.24	Subtotal for Dept. Parks
RIN0026607	PHONE USE	\$63.38	
RIN0026594	PHONE USE	\$35.61	
RIN0026606	PHONE USE	\$23.63	
RIN0026606	PHONE USE	\$38.50	
RIN0026606	PHONE USE	\$65.42	

Bills and Claims

City of Casper

04-May-16 to 17-May-16

CENTURYLINK

RIN0026606 PHONE USE	\$37.75		
	\$264.29	Subtotal for Dept.	Police
RIN0026606 PHONE USE	\$37.75		
	\$37.75	Subtotal for Dept.	Recreation
RIN0026606 PHONE USE	\$44.63		
RIN0026606 PHONE USE	\$65.42		
RIN0026606 PHONE USE	\$44.63		
	\$154.68	Subtotal for Dept.	Streets
RIN0026606 PHONE USE	\$37.51		
RIN0026606 PHONE USE	\$1,644.96		
	\$1,682.47	Subtotal for Dept.	Waste Water
RIN0026606 PHONE USE	\$91.43		
RIN0026606 PHONE USE	\$195.94		
RIN0026606 PHONE USE	\$37.75		
	\$325.12	Subtotal for Dept.	Water
RIN0026587 PHONE USE	\$42.56		
	\$42.56	Subtotal for Dept.	Water Treatment Plant
	\$23,848.03	Subtotal for Vendor	

CH DIAGNOSTIC & CONSULTING SVC., INC.

20160229 TESTING	\$805.00		
20160226 TESTING	\$315.00		
	\$1,120.00	Subtotal for Dept.	Water Treatment Plant
	\$1,120.00	Subtotal for Vendor	

CHARTER

AP000175 COMMUNICATIONS	\$452.95		
	\$452.95	Subtotal for Dept.	Finance
	\$452.95	Subtotal for Vendor	

CIGNA HEALTH & LIFE INSURANCE COMPANY

1956938 PLAN ADMINISTRATIVE FEES	\$12,271.98		
	\$12,271.98	Subtotal for Dept.	Health Insurance
	\$12,271.98	Subtotal for Vendor	

CITY OF CASPER

247/138404 FALSE ALARMS	\$15.00		
	\$15.00	Subtotal for Dept.	Parks
	\$15.00	Subtotal for Vendor	

CITY OF CASPER - BALEFILL

1339/139051 SANITATION	\$15.00		
	\$15.00	Subtotal for Dept.	Casper Events Center
247/139019 SANITATION	\$18.33		
247/139277 SANITATION	\$15.00		
247/139394 SANITATION	\$15.00		
247/139353 SANITATION	\$15.00		

Bills and Claims

City of Casper

04-May-16 to 17-May-16

CITY OF CASPER - BALEFILL

247/139320 SANITATION	\$15.00	
247/139207 SANITATION	\$80.00	
	\$158.33	Subtotal for Dept. Parks
2772/139026 SANITATION	\$6,737.45	
2772/139165 SANITATION	\$6,323.85	
2772/139055 SANITATION	\$8,908.85	
2772/139335 SANITATION	\$5,652.22	
2772/139211 SANITATION	\$337.46	
2772/139195 SANITATION	\$5,348.56	
2772/139365 SANITATION	\$6,468.57	
2772/139284 SANITATION	\$6,010.83	
2772/139484 SANITATION	\$7,061.75	
2772/139416 SANITATION	\$41,670.00	
2772/139445 SANITATION	\$5,929.01	
2772/139410 SANITATION	\$5,922.47	
2772/139458 SANITATION	\$403.73	
2772/139073 SANITATION	\$7,574.48	
	\$114,349.23	Subtotal for Dept. Refuse Collection
1276/139442 SANITATION	\$119.85	
1276/139332 SANITATION	\$168.26	
1276/139194 SANITATION	\$117.50	
1276/139054 SANITATION	\$123.61	
	\$529.22	Subtotal for Dept. Waste Water
	\$115,051.78	Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

16-105-01 END OF YEAR SURVEY	\$7,590.00	
	\$7,590.00	Subtotal for Dept. Balefill
15-046-05 E 21ST STREET IMPROVEMENTS	\$5,248.42	
	\$5,248.42	Subtotal for Dept. Streets
15-046-05 E 21ST STREET IMPROVEMENTS	\$4,051.40	
	\$4,051.40	Subtotal for Dept. Water
	\$16,889.82	Subtotal for Vendor

CMI TECO, INC.

29148 CAMERA	\$1,224.08	
	\$1,224.08	Subtotal for Dept. Refuse Collection
	\$1,224.08	Subtotal for Vendor

COLE MOSER

RIN0026378A REFUND	\$175.00	
	\$175.00	Subtotal for Dept. Ice Arena
	\$175.00	Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

76527 ANTENNA	\$47.00	
	\$47.00	Subtotal for Dept. Fire

Bills and Claims

City of Casper

04-May-16 to 17-May-16

COMMUNICATION TECHNOLOGIES, INC.

76654 LIGHTBAR/GHOST LIGHT	\$1,050.00		
	\$1,050.00	Subtotal for Dept.	Metro Animal
77055 REPAIRS	\$51.50		
77064 REPAIRS	\$51.50		
77072 REPAIRS	\$75.00		
77161 REPAIRS	\$99.17		
77057 REPAIRS	\$412.00		
76650 REPAIRS	\$95.50		
77160 REPAIRS	\$309.00		
	\$1,093.67	Subtotal for Dept.	Police
77059 STRIP UNIT FOR TRADE	\$1,030.00		
76537 FLEET EQUIPMENT	\$3,303.41		
77063 INSTALLATION	\$4,000.00		
	\$8,333.41	Subtotal for Dept.	Police Equipment
	\$10,524.08	Subtotal for Vendor	

COMMUNITY ACTION PARTNERSHIP OF NC

RIN0026585 FUNDING	\$53,685.00		
RIN0026585 FUNDING	\$19,074.75		
RIN0026585 FUNDING	\$9,966.75		
RIN0026620 FUNDING	\$19,074.75		
RIN0026620 FUNDING	\$9,966.75		
RIN0026620 FUNDING	\$53,685.00		
	\$165,453.00	Subtotal for Dept.	Social Community Services
	\$165,453.00	Subtotal for Vendor	

COMMUNITY BUILDERS, INC.

2016-542 SENIOR STUDY	\$3,080.70		
	\$3,080.70	Subtotal for Dept.	Council
	\$3,080.70	Subtotal for Vendor	

COMMUNITY RECREATION FOUNDATION

RIN0026586 FUNDING	\$1,947.83		
	\$1,947.83	Subtotal for Dept.	Social Community Services
	\$1,947.83	Subtotal for Vendor	

CONSTANCE LAKE

RIN0026631 TRAVEL EXPENSES	\$11.98		
RIN0026631 TRAVEL EXPENSES	\$114.02		
	\$126.00	Subtotal for Dept.	Metropolitan Planning
	\$126.00	Subtotal for Vendor	

CONTINUOUS ALCOHOL MONITORING OF WY LLC

2016-101 REMOTE BREATH TESTING	\$1,423.57		
	\$1,423.57	Subtotal for Dept.	Muni Court
	\$1,423.57	Subtotal for Vendor	

COWBOY CHEMICAL

Bills and Claims

City of Casper

04-May-16 to 17-May-16

COWBOY CHEMICAL

8450 MAINTENANCE

\$29.00
\$29.00 Subtotal for Dept. Casper Events Center
\$29.00 Subtotal for Vendor

DELA CRUZ, FEDERIC

0026441609 UTILITY REFUND

\$13.66
\$13.66 Subtotal for Dept. Water
\$13.66 Subtotal for Vendor

DELL MARKETING LP

XJX5861X8 SOFTWARE

\$338.35
\$338.35 Subtotal for Dept. Balefill

XJX586219 SOFTWARE

\$676.70
\$676.70 Subtotal for Dept. Casper Events Center

XJX5864D2 SOFTWARE

\$2,350.52
\$2,350.52 Subtotal for Dept. City Manager

XJX5C6161 SOFTWARE

\$397.23
\$397.23 Subtotal for Dept. Finance

XJX5861R9 SOFTWARE

\$2,030.10
\$2,030.10 Subtotal for Dept. Fire

XJX586358 SOFTWARE

\$338.35
\$338.35 Subtotal for Dept. Waste Water
\$6,131.25 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0026588 DENTAL INSURANCE
RIN0026601 DENTAL INSURANCE

\$1,597.95
\$37,197.18
\$38,795.13 Subtotal for Dept. Health Insurance
\$38,795.13 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3713 REPAIR ENVIROBALE CHUTE

\$425.00
\$425.00 Subtotal for Dept. Balefill
\$425.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000088-16 CHEMICALS

\$5,534.67
\$5,534.67 Subtotal for Dept. Water Treatment Plant
\$5,534.67 Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

09340 EMERGENCY GENERATOR

\$2,510.00
\$2,510.00 Subtotal for Dept. Casper Events Center

09341 ENGINEERING DESIGN

\$1,800.00
\$1,800.00 Subtotal for Dept. CDBG
\$4,310.00 Subtotal for Vendor

Bills and Claims

City of Casper

04-May-16 to 17-May-16

FAMILY JOURNEY CENTER

113 FUNDING
RIN0026612 FUNDING

\$590.80
\$103.18
\$693.98 Subtotal for Dept. One Cent #15
\$693.98 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1137920 MERCHANT FEES
REMI1137913 MERCHANT FEES

\$4,747.66
\$2,275.45
\$7,023.11 Subtotal for Dept. Casper Events Center

REMI1143432 MERCHANT FEES

\$1,806.37
\$1,806.37 Subtotal for Dept. Finance

REMI1143434 MERCHANT FEES

\$19.89
\$19.89 Subtotal for Dept. Fort Caspar

REMI1143435 MERCHANT FEES

\$232.22
\$232.22 Subtotal for Dept. Golf Course

REMI1143437 MERCHANT FEES

\$44.39
\$44.39 Subtotal for Dept. Metro Animal

REMI1143438 MERCHANT FEES

\$121.47
\$121.47 Subtotal for Dept. Municipal Court
\$9,247.45 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0026618 LOAN SERVICE FEE
RIN0026619 LOAN SERVICE FEE

\$10.00
\$10.00
\$20.00 Subtotal for Dept. CDBG

RIN0026625 LOCKBOX FEES
RIN0026624 SERVICE CHARGES

\$2,053.45
\$1,049.30
\$3,102.75 Subtotal for Dept. Finance

RIN0026573 DEPOSIT TICKETS
RIN0026626 DEPOSIT BAGS

\$53.35
\$50.00
\$103.35 Subtotal for Dept. Golf Course

RIN0026598 GIFT CARDS

\$481.00
\$481.00 Subtotal for Dept. Human Resources
\$3,707.10 Subtotal for Vendor

GARCIA, GEORGIANNE

0026441607 UTILITY REFUND

\$11.34
\$11.34 Subtotal for Dept. Water
\$11.34 Subtotal for Vendor

GARLICK LAW OFFICE PC

RIN0026605 COURT APPOINTED ATTORNEY

\$881.00
\$881.00 Subtotal for Dept. Municipal Court
\$881.00 Subtotal for Vendor

GARY MARSH, INC.

369 COMMISSION FEES

\$5,915.25

Bills and Claims

City of Casper

04-May-16 to 17-May-16

GARY MARSH, INC.

\$5,915.25 Subtotal for Dept. Golf Course
\$5,915.25 Subtotal for Vendor

GOLDER ASSOCIATES

444972 ENVIRONMENTAL MONITORING
444973 POST CLOSURE

\$2,829.75
\$2,541.01
\$5,370.76 Subtotal for Dept. Balefill
\$5,370.76 Subtotal for Vendor

GONZALEZ, ROBERT

0026441610 UTILITY REFUND

\$45.34
\$45.34 Subtotal for Dept. Water
\$45.34 Subtotal for Vendor

HASELDEN WYOMING CONSTRUCTORS LLC

1503-0507 RETAINAGE

(\$1,255.46)
(\$1,255.46) Subtotal for Dept. Capital Projects - CRC

1503-0507 FACILITY UPGRADES

\$25,108.93
\$25,108.93 Subtotal for Dept. Casper Recreation Center
\$23,853.47 Subtotal for Vendor

HDR ENGINEERING, INC.

00479390-H STUDIES

\$1,727.55
\$1,727.55 Subtotal for Dept. Water
\$1,727.55 Subtotal for Vendor

HEWLETT PACKARD CO.

57111930 COMPUTER

\$929.52
\$929.52 Subtotal for Dept. Fire

57092740 MONITOR

\$171.93

57092740 MONITOR

\$18.07
\$190.00 Subtotal for Dept. Metropolitan Planning

\$1,119.52 Subtotal for Vendor

HOMAX OIL SALES, INC.

CL71934 FUEL

\$3,289.77
\$3,289.77 Subtotal for Dept. Water
\$3,289.77 Subtotal for Vendor

HUFFMAN, CHRISTOPHER

0026441608 UTILITY REFUND

\$23.33
\$23.33 Subtotal for Dept. Water
\$23.33 Subtotal for Vendor

HYDRO CONSTRUCTION COMPANY INC

RIN0026616 DIGESTER #2 IMPROVEMENTS
RIN0026616 RETAINAGE

\$614,280.10
(\$45,526.02)

Bills and Claims

City of Casper

04-May-16 to 17-May-16

HYDRO CONSTRUCTION COMPANY INC

\$568,754.08 Subtotal for Dept. Waste Water

\$568,754.08 Subtotal for Vendor

INBERG-MILLER ENGINEERS

17466CM01.14 COMPOST YARD TESTING

\$2,111.00

\$2,111.00 Subtotal for Dept. Balefill

\$2,111.00 Subtotal for Vendor

INTEGRITY TANK SERVICE, LLC

1015-033363 RETAINAGE

(\$9,999.91)

1015-033363 PRATT II NORTH TANK INTERIOR

\$99,999.08

\$89,999.17 Subtotal for Dept. Water

\$89,999.17 Subtotal for Vendor

ISABELLE SHIELDS

RIN0026621 REFUNDABLE DEPOSIT

\$28.50

\$28.50 Subtotal for Dept. Recreation

\$28.50 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

RIN0026597 FACILITY PROJECT

\$11,208.76

\$11,208.76 Subtotal for Dept. Waste Water

\$11,208.76 Subtotal for Vendor

JASON KNOPP

RIN0026610 TRAVEL EXPENSES

\$166.00

\$166.00 Subtotal for Dept. Engineering

\$166.00 Subtotal for Vendor

JC KIRK

RIN0026614 BOOT REIMBURSEMENT

\$57.00

\$57.00 Subtotal for Dept. Refuse Collection

\$57.00 Subtotal for Vendor

KEARNEY, JOHN/KIMBERLEY

0026441611 UTILITY REFUND

\$38.92

0026441611 UTILITY REFUND

\$75.00

\$113.92 Subtotal for Dept. Water

\$113.92 Subtotal for Vendor

KNIFE RIVER/JTL

14-81-5 COMPOST YARD ADDITION

\$864,795.76

14-81-5 RETAINAGE

(\$39,114.29)

\$825,681.47 Subtotal for Dept. Balefill

14-18-5 RETAINAGE

(\$27,964.72)

(\$27,964.72) Subtotal for Dept. Capital Projects - Balefill

14-18-5 W YELLOWSTONE & WALNUT ST

\$156,602.44

Bills and Claims

City of Casper

04-May-16 to 17-May-16

KNIFE RIVER/JTL

130658 1/2" PLANT MIX	\$8,392.20	
14-18-5 W YELLOWSTONE & WALNUT ST	\$123,044.77	
	\$288,039.41	Subtotal for Dept. Streets
	\$1,085,756.16	Subtotal for Vendor

KUBWATER RESOURCES, INC

05658 SUPPLIES	\$9,678.03	
	\$9,678.03	Subtotal for Dept. Waste Water
	\$9,678.03	Subtotal for Vendor

LABOR READY CENTRAL, INC.

20887869 TEMPORARY SERVICES	\$285.60	
20887870 TEMPORARY SERVICES	\$681.87	
20862862 TEMPORARY SERVICES	\$1,085.28	
20872172 TEMPORARY SERVICES	\$571.20	
	\$2,623.95	Subtotal for Dept. Casper Events Center
	\$2,623.95	Subtotal for Vendor

LARRY GRIFFITH

RIN0026566 TRAVEL EXPENSES	\$226.00	
	\$226.00	Subtotal for Dept. Balefill
	\$226.00	Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0026589 RETIREE LIFE	\$281.07	
	\$281.07	Subtotal for Dept. Health Insurance
	\$281.07	Subtotal for Vendor

MANPOWER, INC.

29990121 TEMPORARY SERVICES	\$855.15	
	\$855.15	Subtotal for Dept. Casper Events Center
	\$855.15	Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

6186 TECHNICAL ASSISTANCE	\$833.33	
	\$833.33	Subtotal for Dept. Council
	\$833.33	Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

1914 JUVENILE PRISONER CARE	\$7,500.00	
	\$7,500.00	Subtotal for Dept. Police
	\$7,500.00	Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE44396 UNIFORMS	\$109.90	
NE44329 UNIFORMS	\$129.90	
	\$239.80	Subtotal for Dept. Police

Bills and Claims

City of Casper

04-May-16 to 17-May-16

NEVE'S UNIFORMS, INC.

\$239.80 Subtotal for Vendor

NORTHWEST COMMUNITY ACTION PROGRAMS OF WY INC

ER-042916-812 E WASTE PROCESSING

\$1,159.65

\$1,159.65 Subtotal for Dept. Balefill

\$1,159.65 Subtotal for Vendor

PAMELA JONES

RIN0026609 TRAVEL EXPENSES

\$250.04

RIN0026609 TRAVEL EXPENSES

\$250.04

\$500.08 Subtotal for Dept. C.A.T.C.

\$500.08 Subtotal for Vendor

P-CARD VENDORS

00043537 WYOMING REC & PARKS

\$50.00

00043417 BAILEYS ACE HARDWARE

\$16.99

00043450 NORCO INC

\$165.24

00043732 AMAZON.COM AMZN.COM/BI

\$200.00

00043732 AMAZON.COM AMZN.COM/BI

\$300.00

00043760 ATLAS OFFICE PRODUCTS

\$7.98

00043760 ATLAS OFFICE PRODUCTS

\$7.98

\$748.19 Subtotal for Dept. Aquatics

00043527 HOSE & RUBBER SUPPLY

\$10.68

00043515 N. PLATTE PHYSICAL THE

\$150.00

00043539 RODOLPH BROTHERS INC

\$307.00

00043661 WW GRAINGER

\$149.30

00043673 WW GRAINGER

\$894.90

00043724 WYOMING MACHINERY CO

\$1,098.15

00043737 CRUM ELECTRIC SUPPLY C

\$7.35

00043510 SAFETY KLEEN SYSTEMS B

\$388.00

00043752 WYOMING MACHINERY CO

\$487.00

00043775 WYOMING MACHINERY CO

\$774.66

00043783 AGP PROPANE SERVICES

\$90.95

00043570 BAILEYS ACE HARDWARE

\$45.97

00043799 IN AMERICAN EAGLE CL

\$2,150.00

00043825 ALSCO INC.

\$286.60

00043833 WYOMING MACHINERY CO

\$2,814.00

00043583 CASPER TIRE 0000705

\$30.00

00043617 WW GRAINGER

\$149.30

00043620 FEDEX 782921873812

\$77.30

00043792 TEN-E PACKAGING SERVIC

\$340.00

00043413 BOBCAT OF CASPER

\$141.06

00043351 HONNEN EQUIPMENT 04

\$51.32

00043485 MENARDS CASPER WY

\$28.20

00043271 CASPER STAR TRIBUNE

\$358.60

\$10,830.34 Subtotal for Dept. Balefill

00043638 BAILEYS ACE HARDWARE

\$10.56

00043571 CRESCENT ELECTRIC 103

\$23.15

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043862	BLOEDORN LUMBER CASPER	\$6.40	
00043864	APPLIED IND TECH 2733	\$20.70	
00043896	BLOEDORN LUMBER CASPER	\$69.88	
00043825	ALSCO INC.	\$205.60	
00043857	FERGUSON ENT #3069	\$13.87	
00044080	CASPER WINNELSON CO	\$59.91	
00043852	BLOEDORN LUMBER CASPER	\$4.28	
00044097	CASPER WINNELSON CO	\$198.02	
00043837	DENNIS SUPPLY COMPANY	\$46.23	
00043873	CASPER WINNELSON CO	\$105.40	
00043580	CRESCENT ELECTRIC 103	\$43.93	
00043643	BLOEDORN LUMBER CASPER	\$17.08	
00044071	FERGUSON ENT #3069	\$59.72	
00043599	DENNIS SUPPLY COMPANY	\$58.62	
00043606	THE HOME DEPOT 6001	\$9.97	
00043612	SHERWIN WILLIAMS 70343	\$36.57	
00043594	BLOEDORN LUMBER CASPER	\$26.52	
00044012	CASPER WINNELSON CO	\$35.68	
00043898	CRUM ELECTRIC SUPPLY C	\$49.37	
00043578	CASPER WINNELSON CO	\$93.47	
00043731	HOSE & RUBBER SUPPLY	\$11.81	
00043595	BLOEDORN LUMBER CASPER	\$1.61	
00044102	ACTION GLASS INC	\$72.56	
00043818	NORCO INC	\$53.80	
00043827	DENNIS SUPPLY COMPANY	\$422.10	
00043622	CASPER WINNELSON CO	\$103.98	
00043707	CASPER WINNELSON CO	\$6.66	
00043699	NORCO INC	\$85.00	
00043568	HERCULES INDUSTRIES CA	\$168.99	
00044020	SUTHERLANDS 2219	\$25.18	
00043679	GEORGE T SANDERS 20	\$569.00	
00043667	BAILEYS ACE HARDWARE	\$13.99	
00043585	WW GRAINGER	\$73.20	
00043897	DENNIS SUPPLY COMPANY	\$422.10	
00043795	WW GRAINGER	\$42.48	
00043929	CASPER WINNELSON CO	\$14.59	
00043586	GEORGE T SANDERS 20	\$55.93	
00043713	AIRGAS CENTRAL	\$54.77	
00043565	HERCULES INDUSTRIES CA	\$105.13	
00043639	CASPER WINNELSON CO	\$60.86	
00043951	CASPER WINNELSON CO	\$6.05	
00043876	WEAR PARTS INC	\$20.80	
00043953	NORCO INC	\$12.90	
00044008	BLOEDORN LUMBER CASPER	\$16.00	
00043960	DENNIS SUPPLY COMPANY	\$18.78	
		\$3,633.20	Subtotal for Dept. Buildings & Structures
00043903	OVERHEAD DOOR CO OF CA	\$90.00	
00043742	SAMSCLUB #6425	\$31.92	

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043972	LONG BLDG. TECHNOLOGIE	\$4,246.00	
00043815	BURBACKS REFRIGERATION	\$215.00	
00043481	ALBERTSONS STO00000620	\$18.93	
00043574	BARGREEN WYOMING 25	\$4,874.68	
00043544	BARGREEN WYOMING 25	\$5,000.00	
00043672	SAMSLUB #6425	\$43.82	
00043528	THE OLIVE GARD00018283	\$146.50	
00043505	WESTERN STATES FIRE PR	\$1,522.00	
		\$16,188.85	Subtotal for Dept. Casper Events Center
00043479	QUALITY OFFICE SOLUTIO	\$339.20	
		\$339.20	Subtotal for Dept. Cemetery
00043964	TOP OFFICE PRODUCTS IN	\$171.74	
00043988	TOP OFFICE PRODUCTS IN	\$102.45	
		\$274.19	Subtotal for Dept. City Attorney
00043912	FEDEX 99134804	\$45.05	
00043630	CASPER AREA CHAMBER	\$35.00	
00043421	ALBERTSONS STO00000620	\$24.27	
		\$104.32	Subtotal for Dept. City Manager
00043692	CODE 4 PUBLIC SAFETY E	\$297.00	
00043675	CODE 4 PUBLIC SAFETY E	\$99.00	
00043847	AMBI MAIL AND MARKETIN	\$229.00	
		\$625.00	Subtotal for Dept. Code Enforcement
00043357	ATLAS OFFICE PRODUCTS	\$139.45	
00043531	AT&T 0512212799001	\$3.51	
00043460	VZWRLSS IVR VB	\$89.54	
		\$232.50	Subtotal for Dept. Communications Center
00043693	CPU VENTURE TECH NETWO	\$910.00	
00043474	CASPER STAR TRIBUNE	\$930.58	
00043525	PEACHES	\$29.98	
00043991	CASPER AREA CHAMBER	\$75.00	
00043939	BOSCOS ITALIAN RESTAUR	\$21.38	
00043709	EGGINGTONS	\$21.98	
00043770	CASPER STAR TRIBUNE	\$172.90	
00043984	CASPER STAR TRIBUNE	\$869.87	
		\$3,031.69	Subtotal for Dept. Council
00043259	FRONTIER PRECISION INC	\$271.99	
00043517	CORNER STORE 4550	\$13.48	
00043530	RADISSON HOTEL	\$166.00	
00043569	STAPLES DIRECT - Credit	(\$29.15)	
00043458	RADISSON HOTEL	\$166.00	
00043320	STAPLES DIRECT	\$612.13	
		\$1,200.45	Subtotal for Dept. Engineering
00043310	SUTHERLANDS 2219	\$53.21	
00043871	SUTHERLANDS 2219	\$25.78	
00043715	VZWRLSS BILL PAY VB	\$280.07	
00043368	WEAR PARTS INC	\$84.58	
		\$443.64	Subtotal for Dept. Finance

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043520	KINSCO	\$353.95	
00042921	HOSE & RUBBER SUPPLY	\$1.12	
00043151	BARGREEN WYOMING 25	\$328.49	
00043291	WESTERN WYOMING LOCK &	\$5.00	
00043631	VZWRLSS IVR VB	\$1,894.25	
00043288	SAMS CLUB #6425	\$301.62	
00043279	WM SUPERCENTER #1617	\$10.14	
00043250	CASPER STAR TRIBUNE	\$130.00	
00043230	HON ANALYTICS INC.	\$650.00	
00043209	WM SUPERCENTER #1617	\$54.69	
00043180	NORCO INC	\$967.52	
00043173	CELLULAR PLUS 212	\$18.89	
00043158	MENARDS CASPER WY	\$94.82	
00042859	HOBBY-LOBBY #0233	\$40.37	
00043152	URGENT CARE OF CASPER	\$1,918.00	
00043501	CASPER FIRE EXTINGUISH	\$368.20	
00042590	EXXONMOBIL 47626544	\$29.30	
00043499	RIDLEY'S 1132	\$15.41	
00041406	LCCC BUSINESS TRAINING	\$350.00	
00043157	EXXONMOBIL 47626544	\$39.30	
00042570	LOAF N JUG #0130 Q81	\$16.84	
00043625	VZWRLSS IVR VB	\$52.74	
00042857	SUBWAY 00586297	\$15.22	
00042877	FIRST LINE TECHNOLOGY	\$230.00	
00043065	UNITED 01678187950143	\$599.69	
00043071	MENARDS CASPER WY	\$32.60	
00043076	SPORTSMANS WAREHOUSE 1	\$54.99	
00043144	SAMS CLUB #6425	\$1,196.61	
00042512	LOAF N JUG #0119 Q81	\$29.71	
		\$9,799.47	Subtotal for Dept. Fire
00043823	WYOMING MACHINERY	\$1,054.07	
00043640	WHITES MOUNTAIN	\$120.02	
00043635	AMERI-TECH EQUIPMENT C	\$492.05	
00043624	WEAR PARTS INC	\$23.50	
00043607	DRIVE TRAIN CASPER	\$112.50	
00043855	NAPA	(\$54.04)	
00043866	DRIVE TRAIN CASPER	\$110.00	
00043865	JACKS TRUCK AND EQUIPMT	\$122.58	
00043863	GREINER MOTOR COMPANY	\$15.36	
00043858	HOSE & RUBBER SUPPLY	\$3.05	
00043855	NAPA	(\$210.00)	
00043855	NAPA	\$13.95	
00043845	EQUIPMENT COMPANY OF T	\$1,057.05	
00043855	NAPA	\$1,133.14	
00043884	JACKS TRUCK AND EQUIPMT	\$99.60	
00043855	NAPA	\$4.49	
00043855	NAPA	\$240.00	
00043855	BEARING BELTCHAIN00244	\$484.00	

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043855	NAPA	\$7.99
00043855	NAPA	\$18.56
00043855	NAPA	\$8.99
00043855	NAPA	(\$9.09)
00043855	NAPA	\$106.51
00043830	HENSLEY BATTERY&ELECTR	\$25.84
00043656	PAYPAL MAYSTRAILEQ	\$38.87
00043841	HENSLEY BATTERY&ELECTR	\$25.84
00043894	JACKS TRUCK AND EQUIPMT	\$99.26
00043842	FREMONT MOTOR CASPER I	\$188.70
00043845	EQUIPMENT COMPANY	\$256.30
00043872	JACKS TRUCK AND EQUIPMT	\$5.74
00043855	NAPA	\$289.00
00043882	GREINER MOTOR COMPANY	\$36.92
00043657	WYOMING MACHINERY	\$29.66
00043657	WYOMING MACHINERY	\$207.45
00043657	WYOMING MACHINERY CO	\$21.25
00043855	NAPA	\$6.98
00043855	NAPA	(\$18.08)
00043888	BRAKE SUPPLY COMPANY I	\$2,041.08
00043642	GREINER MOTOR COMPANY	\$62.23
00043917	GREINER MOTOR COMPANY	\$119.19
00043167	STOTZ EQUIPMENT - Credit	(\$136.99)
00043566	NAPA	\$55.27
00043566	NAPA	\$161.69
00043729	GOODYEAR COMMERCIAL TI	\$673.36
00043733	COMMUNICATION TECHNOLO	\$608.43
00043566	NAPA	\$18.98
00043566	NAPA	\$13.20
00043739	HOODS EQUIPMENT & SPRI	\$23.06
00043213	STOTZ EQUIPMENT	\$283.44
00043769	GOODYEAR COMMERCIAL TI	\$3,057.50
00043178	STOTZ EQUIPMENT	\$279.99
00043566	NAPA	\$25.32
00043566	NAPA	\$23.30
00043137	STOTZ EQUIPMENT	\$626.82
00043136	STOTZ EQUIPMENT	\$135.00
00043756	OSHKOSH CORP MCNEILUS	\$134.43
00043579	CMI-TECO - Credit	(\$236.62)
00043757	CASPER TIRE 0000705	\$99.00
00043567	WHITES MOUNTAIN	\$249.94
00043765	CMI-TECO	\$95.90
00043210	HENSLEY BATTERY&ELECTR	\$39.72
00043566	NAPA	\$7.29
00043484	GOODYEAR COMMERCIAL TI	\$2,527.72
00043676	JACKS TRUCK AND EQUIPMT	\$139.52
00043678	POWER EQUIPMENT CO CAS	\$4,326.18
00043471	HOSE & RUBBER SUPPLY	\$32.99

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043682	STOTZ EQUIPMENT	\$121.14	
00043697	GOODYEAR COMMERCIAL TI	\$673.36	
00043551	S&S CASPER- PARTS	\$25.84	
00043555	BOBCAT OF CASPER	\$69.91	
00043566	NAPA	\$106.88	
00043566	NAPA	\$4.29	
00043566	NAPA	(\$18.08)	
00043671	MIDLAND IMPLEMENT CO	\$1.06	
00043566	NAPA	(\$18.08)	
00043566	NAPA	(\$18.08)	
00043566	NAPA	(\$18.08)	
00043700	GOODYEAR COMMERCIAL TI - Credi	(\$673.36)	
00043705	SQ TURF SOLUTIONS GOS	\$616.30	
00043566	NAPA	\$45.52	
00043566	BEARING BELTCHAIN00244	\$644.12	
00043765	CMI-TECO	\$67.84	
00043566	NAPA	\$323.38	
00043581	DENVER INDUSTRIAL SALE	\$280.26	
00043817	HONNEN EQUIPMENT 04	\$63.40	
00043566	NAPA	(\$18.08)	
00043566	NAPA	\$7.62	
00043819	GREINER MOTOR COMPANY	\$31.26	
00043778	WYOMING MACHINERY CO	\$41.97	
00043822	CMI-TECO	\$232.56	
00043566	NAPA	(\$27.07)	
00043806	NORCO INC	\$66.45	
00043855	NAPA	\$106.51	
00043820	GREINER MOTOR COMPANY	\$167.30	
00043581	DENVER INDUSTRIAL SALE	\$122.85	
00043584	JACKS TRUCK AND EQUPMT	\$137.36	
00043591	WHITES MOUNTAIN	\$125.61	
00043592	STOTZ EQUIPMENT	\$60.45	
00043597	CMI-TECO	\$270.66	
00043598	GREINER MOTOR COMPANY - Credit	(\$12.51)	
00043823	WYOMING MACHINERY	\$145.23	
00043823	WYOMING MACHINERY CO	\$354.01	
00043576	CMI-TECO - Credit	(\$112.02)	
00043670	GREINER MOTOR COMPANY	\$491.90	
00043778	WYOMING MACHINERY CO	\$23.93	
00043778	WYOMING MACHINERY CO	\$32.69	
00043780	AMERI-TECH EQUIPMENT C	\$218.51	
00043801	TASK FORCE TIPS INC	\$121.17	
00043669	GREINER MOTOR COMPANY	\$119.24	
00043793	POWER EQUIPMENT CO CAS	\$207.98	
00043794	AMERI-TECH EQUIPMENT C	\$823.50	
00043566	NAPA	\$50.99	
		\$27,742.64	Subtotal for Dept. Fleet Maintenance
00043378	ATLAS OFFICE PRODUCTS	\$31.76	

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

		\$31.76	Subtotal for Dept.	Fort Caspar
00043449	NATIVE GROUND BOOK & M	\$22.50		
		\$22.50	Subtotal for Dept.	Fort Caspar Inventory
00043604	BARGREEN WYOMING 25	\$103.43		
00043491	VZWRLSS MY VZ VB P	\$80.02		
00043717	SEARS ROEBUCK 2341	\$80.33		
00043560	RESPOND FIRST AID OF W	\$139.35		
00043703	BARGREEN WYOMING 25 - Credit	(\$103.43)		
00043476	SP DENVER 1417	\$1,605.00		
00043803	SAFETY KLEEN SYSTEMS B	\$378.34		
00043997	R & R REST STOPS	\$378.00		
00044018	WEAR PARTS INC	\$11.01		
00043944	HOMAX OIL SALES INC	\$2,495.98		
00043931	WW GRAINGER	\$67.16		
00043618	BARGREEN WYOMING 25	\$111.70		
00043828	BARGREEN WYOMING 25 - Credit	(\$93.22)		
		\$5,253.67	Subtotal for Dept.	Golf Course
00043305	USPS 57155809430310940	\$17.70		
		\$17.70	Subtotal for Dept.	Health Insurance
00043572	AIRGAS CENTRAL	\$76.05		
00043564	NORCO INC	\$13.51		
00043562	STAPLES 00114181	\$43.99		
00043307	CASPER STAR TRIBUNE	\$133.50		
00043688	DOCTOR FERMENTO	\$33.25		
00043905	THE HOME DEPOT 6001	\$26.72		
00043850	DION LABEL PRINTING, I	\$2,333.42		
00043513	BEARING BELTCHAIN00244	\$74.70		
		\$2,735.14	Subtotal for Dept.	Hogadon
00043286	STAPLES 00114181	\$39.37		
00043452	USPS 57155809430310940	\$6.89		
00043710	MOUNTAIN STATES LITHOG	\$76.05		
		\$122.31	Subtotal for Dept.	Human Resources
00043760	ATLAS OFFICE PRODUCTS	\$7.98		
00043534	FARMER BROS CO	\$52.83		
00043423	SAMS INTERNET	\$27.88		
00043556	WYOMING REC & PARKS	\$100.00		
00043468	BAILEYS ACE HARDWARE	\$61.11		
00043538	PFG VISTAR DE	\$393.51		
00043732	AMAZON.COM AMZN.COM/BI	\$98.50		
00043716	AMAZON MKTPLACE PMTS	\$101.50		
00043644	CENTER ICE SUPPLIES	\$90.40		
00043626	INTERNATIONAL TRANSACTION	\$0.72		
00043348	DOLRTREE 3288 00032888	\$15.75		
00043423	SAMS INTERNET	\$28.71		
00043532	AMAZON.COM	\$47.30		
		\$1,026.19	Subtotal for Dept.	Ice Arena
00043422	GARBANZO MED GRILL	\$11.96		

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043358	NORCO INC	\$105.09	
00043361	CAFE RIO MEXICAN GRILL	\$9.79	
00043416	PANERA BREAD #3095	\$2.39	
00043426	NATURAL GROCERS	\$7.17	
00043434	JIMMY JOHN'S # 807 - M	\$10.61	
00043453	COURTYARD GOLDEN	\$20.52	
00043337	APPLEBEES WEST48248199	\$19.63	
00043464	KUM & GO #973	\$23.84	
00043519	KUM & GO #973	\$9.28	
00043504	CAFE RIO MEXICAN GRILL	\$12.39	
00043497	GALLS	\$158.83	
00043490	LONE STAR #4902	\$33.59	
00043448	GARBANZO MED GRILL	\$12.62	
00043289	RED ROBIN NO 490	\$18.67	
00043223	WHEATLAND TRAVEL CEN	\$6.09	
00043252	DENNY'S #8717	\$20.91	
00043708	NORCO INC	\$77.17	
00043478	GARBANZO MED GRILL	\$20.67	
00043265	DOMINO'S 6249	\$34.61	
00043275	CAFE RIO MEXICAN GRILL	\$10.45	
00043284	WENDYS #0574	\$7.73	
00043634	THE HOME DEPOT 6001	\$101.42	
00043308	TACO BELL PH 4264	\$4.18	
00043316	CHICK-FIL-A #03120	\$7.07	
00043834	VZWRLLS APOCC VISB	\$379.68	
00043242	WAL-MART #1208	\$11.58	
00043344	PP COLORADOASS	\$25.00	
00043247	COURTYARD GOLDEN	\$725.35	
		\$1,888.29	Subtotal for Dept. Metro Animal
00043867	IN POWDER RIVER SHRED	\$21.00	
00043786	ATLAS OFFICE PRODUCTS	\$11.65	
00043077	WAL-MART #1617	\$14.12	
00043379	ATLAS OFFICE PRODUCTS	\$121.81	
		\$168.58	Subtotal for Dept. Municipal Court
00043712	DISTRIBUTORS	\$854.00	
00042931	CPS DISTRIBUTORS INC C	\$10.30	
00043689	CPS DISTRIBUTORS INC C	\$35.48	
00043712	DISTRIBUTORS	\$86.73	
00043691	LA BOILER WORKS INC	\$96.52	
00043712	CPS DISTRIBUTORS INC C	\$3,346.00	
00043261	WW GRAINGER	\$88.55	
00043014	CPS DISTRIBUTORS INC C	\$51.51	
00043399	SHERWIN WILLIAMS #3439	\$44.21	
00043509	CPS DISTRIBUTORS INC C	\$516.39	
00043546	OREILLY AUTO 00027466	\$111.96	
00042913	BAILEYS ACE HARDWARE	\$19.95	
00043297	CASPER STAR TRIBUNE	\$451.08	
00042932	CPS DISTRIBUTORS INC C	\$25.75	

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

	\$5,738.43	Subtotal for Dept.	Parks
00043350 JOHNNY APPLESEED, INC.	\$300.00		
	\$300.00	Subtotal for Dept.	Perpetual Care
00043741 GALLES GREENHOUSE AND	\$4,685.00		
	\$4,685.00	Subtotal for Dept.	Perpetual Care - Urban Forestry
00043663 CASPER STAR TRIBUNE	\$88.60		
00043805 CASPER STAR TRIBUNE	\$270.53		
00043758 SAMSCLUB #6425	\$21.10		
00043928 APA-MEMBERSHIP ONLINE	\$349.00		
00043847 AMBI MAIL AND MARKETIN	\$162.00		
00043559 ATLAS REPRODUCTION	\$36.00		
	\$927.23	Subtotal for Dept.	Planning
00043326 QUALITY OFFICE SOLUTIO	\$43.88		
00043315 HILTON SO ELMNTS MKTPL	\$7.56		
00043299 SUPERSHUTTLE ATLANTA	\$25.00		
00043296 HILTON SO ELMNTS MKTPL	\$11.59		
00043290 MAX LAGERS	\$36.00		
00043127 BURGER KING #11628 Q07	\$8.40		
00043428 INSIGHT ASSESSMENT	\$42.00		
00041736 BEST WESTERN PLUS FRON	\$178.00		
00043224 OREILLY AUTO 00027466	\$11.53		
00043447 SAMS CLUB #6425	\$62.42		
00043427 SMITH RV SALES AND SER	\$38.58		
00043046 AMAZON.COM	\$148.99		
00043533 HILTON SO ELMNTS MKTPL	\$10.80		
00043518 HILTON SO ELMNTS MKTPL	\$13.21		
00043503 HILTON SO ELMNTS MKTPL	\$5.94		
00043502 LEGAL SEA FOODS@HGI	\$32.00		
00043480 FRESHENS #25	\$5.83		
00043472 HILTON ATLANTA	\$825.40		
00043395 MENARDS CASPER WY	\$196.75		
00043462 HILTON SO ELMNTS MKTPL	\$13.21		
00043369 CRUM ELECTRIC SUPPLY C	\$221.88		
00043439 HILTON SO ELMNTS MKTPL	\$45.56		
00043437 RESPOND FIRST AID OF W	\$28.78		
00043431 GUSS WORLD FAMOUS FRIE	\$16.00		
00043430 HILTON SO ELMNTS MKTPL	\$12.18		
00043420 CORNER BAKERY	\$10.88		
00043390 BEST BUY 00015271	\$609.97		
00043382 CRUM ELECTRIC SUPPLY C	\$23.88		
00043374 INSIGHT ASSESSMENT	\$924.00		
00043469 HILTON SO ELMNTS MKTPL	\$10.80		
00043766 ATLAS OFFICE PRODUCTS	\$398.03		
00043444 CPU VENTURE TECH NETWO	\$89.00		
00043460 VZWRLLSS IVR VB	\$900.17		
00043522 ENTENMANN-ROVIN COMPAN	\$271.00		
00043575 ATLAS OFFICE PRODUCTS	\$460.24		
00043587 WORLDPOINT ECC	\$236.95		

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043589	COCA COLA BOTTLING CO	\$58.80		
00043611	DLX FOR BUSINESS	\$259.36		
00043649	SP 3GIS.BACKUPBRACE	\$78.90		
00043686	ATLAS OFFICE PRODUCTS	\$265.60		
00043746	QUALITY OFFICE Solutio	\$39.75		
00043771	QUALITY OFFICE Solutio	\$15.87		
		\$6,694.69	Subtotal for Dept.	Police
00043529	PARKWAY PLAZA HOTEL AN	\$65.00		
00043451	STAPLES 00114181	\$329.96		
		\$394.96	Subtotal for Dept.	Police Grants
00043333	URGENT CARE OF CASPER	\$644.00		
		\$644.00	Subtotal for Dept.	Property & Liability Insurance
00043175	DOMINO'S 6042	\$29.96		
00043782	SAMS CLUB #6425	\$40.88		
00043782	SAMS CLUB #6425	\$8.98		
00043359	THE UPS STORE 2200	\$17.40		
00043550	WYOMING REC & PARKS	\$50.00		
00043547	WYOMING REC & PARKS	\$40.00		
00043760	ATLAS OFFICE PRODUCTS	\$7.98		
00043253	REVDANCE/TENTH HOUSE	\$113.97		
00043716	AMAZON MKTPLACE PMTS	\$157.55		
00043735	NORCO INC	\$126.48		
00043755	NORCO INC	\$211.32		
		\$804.52	Subtotal for Dept.	Recreation
00043825	ALSCO INC.	\$159.00		
00043826	BEARING BELTCHAIN00244	\$697.08		
00043524	WEAR PARTS INC	\$126.87		
00043153	QUALITY OFFICE Solutio	\$47.98		
00043798	DECKER AUTO GLASS	\$35.00		
00043488	QUALITY OFFICE Solutio	\$222.99		
		\$1,288.92	Subtotal for Dept.	Refuse Collection
00042432	DALE L PRENTICE CO.	\$1,671.99		
00043563	PURVIS INDUSTRIES 67	\$61.84		
00043061	DALE L PRENTICE CO. - Credit	(\$2,871.55)		
00043353	WATERWORKS INDUSTRIES	\$792.40		
00043521	CRETEX CONCRETE PRODUC	\$195.00		
00043377	WATERWORKS INDUSTRIES - Credit	(\$89.55)		
00042970	DALE L PRENTICE CO.	\$2,871.50		
00043392	CASPER CONTRACTORS SUP	\$31.20		
00043623	URGENT CARE OF CASPER	\$58.00		
00043463	CASPER CONTRACTORS SUP	\$142.56		
00043063	DALE L PRENTICE CO.	\$2,951.50		
		\$5,814.89	Subtotal for Dept.	Sewer
00043625	VZWRLSS IVR VB	\$67.29		
		\$67.29	Subtotal for Dept.	Special Assistance
00043446	SQ ATLANTIC ELECTRIC,	\$960.00		
00043714	BAILEYS ACE HARDWARE	\$104.20		

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043750	THE HOME DEPOT 6001	\$7.15	
00043785	COMTRONIX	\$377.66	
00043650	BAILEYS ACE HARDWARE	\$24.99	
00043590	ECONOLITE	\$10,505.50	
00043645	3MCPPro SS03832 SS0383	\$562.50	
00043321	BAILEYS ACE HARDWARE	\$63.96	
00043454	CASPER CONTRACTORS SUP	\$2,316.50	
00043442	SQ ATLANTIC ELECTRIC,	\$2,400.00	
00043435	NORCO INC	\$203.04	
00043695	CPS DISTRIBUTORS INC C	\$642.77	
00043621	HARBOR FREIGHT TOOLS 3	\$267.95	
00043371	JOHNNY APPLESEED, INC.	\$1,625.00	
00043322	SHERWIN WILLIAMS 70343	\$31.18	
00043637	3MCPPro SS03831 SS0383	\$675.00	
00043613	3MCPPro SS03830 SS0383	\$450.00	
		\$21,217.40	Subtotal for Dept. Streets
00043582	TFS FISHER SCI HUS	\$208.24	
00043121	BAILEYS ACE HARDWARE	\$32.97	
00043628	UNITED STATES WELDING	\$19.57	
00043748	TFS FISHER SCI HUS	\$162.70	
00043364	HARBOR FREIGHT TOOLS 3	\$95.94	
00043327	BAILEYS ACE HARDWARE	\$13.98	
00043407	WW GRAINGER	\$86.07	
00043781	FALCON ENVIRONMENTAL C	\$3,308.28	
00043418	WW GRAINGER	\$57.60	
00043457	HOSE & RUBBER SUPPLY	\$3.95	
00043486	NORCO INC	\$160.00	
00043616	HACH COMPANY	\$246.35	
00043118	BLOEDORN LUMBER CASPER	\$8.20	
00043816	BAILEYS ACE HARDWARE	\$6.99	
00043723	USPS 57155809430310940	\$6.47	
00043487	FLEMING SUPPLY	\$10.90	
00043495	HOSE & RUBBER SUPPLY	\$3.95	
00043542	RESPOND FIRST AID OF W	\$65.77	
00043615	INTERMOUNTAIN MOTOR SA	\$1,211.59	
00043773	ENERGY LABORATORIES	\$54.00	
00043791	MOTION INDUSTRIES WY54	\$258.90	
00043610	INDUSTRIAL SCREEN & MA	\$2,129.88	
00043475	HACH COMPANY	\$470.21	
00043751	NORCO INC	\$8.30	
00042992	FERGUSON ENT #109	\$4.18	
00043294	HENSLEY BATTERY&ELECTR	\$25.94	
00043113	FOREMANS QUALITY MACHI	\$182.50	
00043704	BAILEYS ACE HARDWARE	\$32.97	
00043646	CASPER WINNELSON CO	\$92.08	
00043685	LETZ'S RADIO SUPPLY	\$109.95	
00043856	ALSCO INC.	\$481.80	
00043728	ENERGY LABORATORIES	\$131.00	

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043641	DIAMOND VOGEL PAINT #7	\$102.14	
00043038	HOSE & RUBBER SUPPLY	\$14.00	
00043043	WW GRAINGER	\$35.10	
00043085	HAJOCA KEENAN SUPP 25	\$45.30	
00043095	DALE L PRENTICE CO.	\$3,441.76	
00043761	APPLIED CNTRL EQPMT LL	\$5,662.80	
		\$18,992.33	Subtotal for Dept. Waste Water
00043365	INBERG MILLER ENGINEER	\$560.00	
00043605	ENERGY LABORATORIES, I	\$25.00	
00043696	DIAMOND VOGEL PAINT #7	\$9.00	
00043614	AWWA.ORG	\$75.00	
00043662	DIAMOND VOGEL PAINT #7	\$78.57	
00043660	DANA KEPNER CO.	\$5,421.33	
00043653	ALBERTSONS STO00000620	\$14.52	
00043651	IN TOKAY SOFTWARE	\$530.00	
00043330	WYOMING STEEL AND RECY	\$22.05	
00043336	BOBCAT OF CASPER	\$77.72	
00043360	HACH COMPANY	\$516.88	
00043603	WATERWORKS INDUSTRIES	\$434.90	
00043281	BEARING BELTCHAIN00244	\$14.99	
00043467	ENERGY LABORATORIES, I	\$100.00	
00043763	FINISH LINE SYSTEMS LL	\$1,783.50	
00043744	FINISH LINE SYSTEMS LL	\$4,859.00	
00043711	GUNNERS METERS	\$350.00	
00043690	GUNNERS METERS	\$675.00	
00043684	GUNNERS METERS	\$1,550.00	
00043680	MOUNTAIN STATES PIPE	\$4,106.31	
00043655	GUNNERS METERS	\$4,606.00	
00043523	JOHNNY APPLESEED, INC.	\$7.98	
00043506	THE HOME DEPOT 6001	\$11.61	
00043405	USPS 57155809430310940	\$12.46	
00043483	USPS 57155809430310940	\$73.60	
00043593	ENERGY LABORATORIES, I	\$50.00	
00043465	DIAMOND VOGEL PAINT #7	\$173.89	
00043455	ENERGY LABORATORIES, I	\$340.00	
00043443	UNION WIRELESS	\$130.09	
00043784	DANA KEPNER CO.	\$296.00	
00043745	ENERGY LABORATORIES, I	\$340.00	
00043776	WEAR PARTS INC	\$79.72	
00043788	ENERGY LABORATORIES, I	\$25.00	
00043391	ATLAS OFFICE PRODUCTS	\$19.32	
00043370	WYOMING STEEL AND RECY	\$21.34	
00043588	WAL-MART #3778	\$15.64	
00043489	CASPER WINNELSON CO	\$18.42	
		\$27,424.84	Subtotal for Dept. Water
00043774	ENERGY LABORATORIES	\$450.00	
00043145	MENARDS CASPER WY	\$30.95	
00043363	COASTAL CHEMICAL CO LL	\$250.70	

Bills and Claims

City of Casper

04-May-16 to 17-May-16

P-CARD VENDORS

00043400 ENERGY LABORATORIES	\$225.00	
00043403 ENERGY LABORATORIES	\$225.00	
00043410 ENERGY LABORATORIES	\$375.00	
00043412 CASPER STAR TRIBUNE	\$32.72	
00043414 FERGUSON ENT #109	\$155.64	
00043424 ENERGY LABORATORIES	\$2,722.00	
00043433 IN INDUSTRIAL MAINTAI	\$300.00	
00043466 HARBOR FREIGHT TOOLS 3	\$24.18	
00043483 USPS 57155809430310940	\$58.88	
00043549 UPS 000008F045W176	\$108.98	
00043402 ENERGY LABORATORIES	\$375.00	
00043743 ENERGY LABORATORIES	\$150.00	
00043608 LONG BLDG. TECHNOLOGIE	\$3,662.25	
00043652 WW GRAINGER	\$290.00	
00043694 CASPER WINNELSON CO	\$38.27	
00043719 ENERGY LABORATORIES	\$150.00	
00043740 ENERGY LABORATORIES	\$42.00	
00043767 ENERGY LABORATORIES	\$84.00	
	\$9,750.57	Subtotal for Dept. Water Treatment Plant
00043461 SAMSClub #6425	\$99.74	
00043429 CPS DISTRIBUTORS INC C	\$8.71	
00043647 THE HOME DEPOT 6001	\$75.94	
00043140 MURDOCH'S RANCH & HOME	\$37.99	
00043123 BAILEYS ACE HARDWARE	\$16.98	
	\$239.36	Subtotal for Dept. Weed And Pest
	\$191,444.25	Subtotal for Vendor

PEPSI COLA OF CASPER

152672 PRODUCT	\$831.50	
152569 PRODUCTS	\$406.00	
	\$1,237.50	Subtotal for Dept. Casper Events Center
110425 PRODUCT	\$211.00	
	\$211.00	Subtotal for Dept. Ice Arena
	\$1,448.50	Subtotal for Vendor

PIECE-A-CAKE

2202 PROMOTIONAL CEREMONY	\$75.00	
	\$75.00	Subtotal for Dept. Fire
	\$75.00	Subtotal for Vendor

POPE CONSTRUCTION,INC

7400 BUILDING REPAIR CLAIM	\$13,185.00	
	\$13,185.00	Subtotal for Dept. Property & Liability Insurance
	\$13,185.00	Subtotal for Vendor

POSTAL PROS, INC.

2491 UTILITY BILLING FEES	\$2,705.80	
2483 UTILITY BILLING FEES	\$6,186.49	

Bills and Claims

City of Casper

04-May-16 to 17-May-16

POSTAL PROS, INC.

\$8,892.29 Subtotal for Dept. Finance
\$8,892.29 Subtotal for Vendor

PRINTWORKS

10970 RECEIPT BOOKS

\$341.47
\$341.47 Subtotal for Dept. Code Enforcement
\$341.47 Subtotal for Vendor

RAMSHORN CONSTRUCTION, INC.

RIN0026595 COUNTRY CLUB RD (SE WY BLVD)

\$37,883.02
\$37,883.02 Subtotal for Dept. Streets

RIN0026595 COUNTRY CLUB RD (SE WY BLVD)

\$80,601.98
\$80,601.98 Subtotal for Dept. Water
\$118,485.00 Subtotal for Vendor

RESOURCE STAFFING

5728 TEMPORARY SERVICES

\$655.76
\$655.76 Subtotal for Dept. Casper Events Center
\$655.76 Subtotal for Vendor

REV3 ADVENTURE

CWY 1002 ADVENTURE WEEK

\$10,000.00
\$10,000.00 Subtotal for Dept. Council
\$10,000.00 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0026570 COURT APPOINT ATTORNEY

\$568.50
\$568.50 Subtotal for Dept. Municipal Court
\$568.50 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP000169 ELECTRICITY

\$428.60

AP00014905061617 ELECTRICITY

\$5,294.09
\$5,722.69 Subtotal for Dept. Aquatics

AP000167 ELECTRICITY

\$10,797.32
\$10,797.32 Subtotal for Dept. Balefill

AP00015305061617 ELECTRICITY

\$14,146.12
\$14,146.12 Subtotal for Dept. Casper Events Center

AP00015005061617 ELECTRICITY

\$217.44
\$217.44 Subtotal for Dept. Cemetery

AP00015105061617 ELECTRICITY

\$3,738.64

AP00015105061617 ELECTRICITY

\$1,222.72

AP00015105061617 ELECTRICITY

\$1,008.63

AP00015105061617 ELECTRICITY

\$26.81

\$5,996.80 Subtotal for Dept. City Hall

AP00015505061617 ELECTRICITY

\$2,923.88

\$2,923.88 Subtotal for Dept. Fire

Bills and Claims

City of Casper

04-May-16 to 17-May-16

ROCKY MOUNTAIN POWER

AP00015405061617 ELECTRICITY	\$3,317.31	
	\$3,317.31	Subtotal for Dept. Fleet Maintenance
AP00015605061617 ELECTRICITY	\$622.59	
	\$622.59	Subtotal for Dept. Fort Caspar
AP00015705061617 ELECTRICITY	\$5,569.84	
	\$5,569.84	Subtotal for Dept. Golf Course
AP000158 ELECTRICITY	\$7,449.76	
	\$7,449.76	Subtotal for Dept. Hogadon
AP00015905061617 ELECTRICITY	\$5,166.19	
	\$5,166.19	Subtotal for Dept. Ice Arena
AP000160 ELECTRICITY	\$914.39	
	\$914.39	Subtotal for Dept. Metro Animal
AP000161 ELECTRICITY	\$1,987.05	
AP000181 ELECTRICITY	\$2,613.93	
AP00018005061617 ELECTRICITY	\$2,634.20	
	\$7,235.18	Subtotal for Dept. Parks
AP00016205061617 ELECTRICITY	\$300.51	
	\$300.51	Subtotal for Dept. Police
AP00015205061617 ELECTRICITY	\$3,201.29	
	\$3,201.29	Subtotal for Dept. Recreation
AP00016305061617 ELECTRICITY	\$503.77	
	\$503.77	Subtotal for Dept. Sewer
AP000170 ELECTRICITY	\$87.79	
AP00016405061617 ELECTRICITY	\$46,905.77	
	\$46,993.56	Subtotal for Dept. Streets
AP00016605061617 ELECTRICITY	\$29,988.49	
	\$29,988.49	Subtotal for Dept. Waste Water
	\$151,067.13	Subtotal for Vendor

SKYLINE RANCHES

RIN0026629 201 SEWER	(\$145.55)	
RIN0026629 201 SEWER	\$1,455.50	
	\$1,309.95	Subtotal for Dept. Sewer
RIN0026629 201 SEWER	(\$536.52)	
	(\$536.52)	Subtotal for Dept. Waste Water
	\$773.43	Subtotal for Vendor

SMARSH, INC

INV00152175 EMAIL SERVICES	\$3,349.00	
	\$3,349.00	Subtotal for Dept. Finance
	\$3,349.00	Subtotal for Vendor

SMART SPEC, LLC

201613 ASBESTOS TESTING BLDG F	\$560.00	
	\$560.00	Subtotal for Dept. CDBG
	\$560.00	Subtotal for Vendor

Bills and Claims

City of Casper

04-May-16 to 17-May-16

STAFFORD SPORTS, LLC

041916-03 PROJECT MGT FEE SPECTRA

\$9,698.00
\$9,698.00 Subtotal for Dept. City Manager
\$9,698.00 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

137726 NORTH PLATTE RIVER RESTORATION
1034316 NORTH PLATTE RIVER RESTORATION

\$3,948.00
\$11,521.30
\$15,469.30 Subtotal for Dept. Streets
\$15,469.30 Subtotal for Vendor

STAR LINE FEEDS

238755 PET FOOD

\$349.30
\$349.30 Subtotal for Dept. Metro Animal
\$349.30 Subtotal for Vendor

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

RIN0026613 STATE LANDFILL PERMIT

\$1,392.00
\$1,392.00 Subtotal for Dept. Balefill
\$1,392.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

APRIL 2016 APRIL 2016 SALES TAX

\$22.57
\$22.57 Subtotal for Dept. Aquatics

APRIL 2016 APRIL 2016 SALES TAX

\$153.62
\$153.62 Subtotal for Dept. Balefill

APRIL 2016 APRIL 2016 SALES TAX

\$43.39

APRIL 2016 APRIL 2016 SALES TAX

\$769.29

APRIL 2016 APRIL 2016 SALES TAX

\$1.90

APRIL 2016 APRIL 2016 SALES TAX

(\$16.95)

APRIL 2016 APRIL 2016 SALES TAX

\$1,721.90

APRIL 2016 APRIL 2016 SALES TAX

\$14.46

APRIL 2016 APRIL 2016 SALES TAX

\$27.38

APRIL 2016 APRIL 2016 SALES TAX

\$7,932.23

\$10,493.60 Subtotal for Dept. Casper Events Center

APRIL 2016 APRIL 2016 SALES TAX

\$128.69

\$128.69 Subtotal for Dept. Fort Caspar

APRIL 2016 APRIL 2016 SALES TAX

\$221.45

\$221.45 Subtotal for Dept. Ice Arena

APRIL 2016 APRIL 2016 SALES TAX

\$0.45

\$0.45 Subtotal for Dept. Recreation

\$11,020.38 Subtotal for Vendor

STEALTH PARTNER GROUP

RIN0026590 MEDICAL STOP LOSS

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

Bills and Claims

City of Casper

04-May-16 to 17-May-16

STEVENS ENGINEERS INC

54016 ICE ARENA CHILLER SYSTEM

\$3,336.00
\$3,336.00 Subtotal for Dept. Casper Ice Arena
\$3,336.00 Subtotal for Vendor

STOTZ EQUIPMENT

E02452 MOWER

\$6,800.00
\$6,800.00 Subtotal for Dept. Waste Water
\$6,800.00 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

604271152 PRODUCT

\$302.33

604271153 FUEL SURCHARGES

\$605.69

604271152 PRODUCT

\$553.92

604281174 PRODUCT

\$105.69

604150184 PRODUCT

\$428.57

604201011 PRODUCT

\$2,812.81

604272326 PRODUCT

\$353.85

\$5,162.86 Subtotal for Dept. Casper Events Center
\$5,162.86 Subtotal for Vendor

TERRACON

T763007 MONITORING/REPORTING

\$880.00
\$880.00 Subtotal for Dept. Balefill
\$880.00 Subtotal for Vendor

TERRY ROYLANCE

RIN0026615 BOOT ALLOWANCE

\$31.38
\$31.38 Subtotal for Dept. Balefill
\$31.38 Subtotal for Vendor

TINA GOLLNICK

RIN0026600 CLOTHING ALLOWANCE

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

TRETO CONST.

RIN0026602 2015 MISC WATERLINE REPLACEMEN

\$225,191.20

RIN0026602 RETAINAGE

(\$22,519.12)

\$202,672.08 Subtotal for Dept. Water
\$202,672.08 Subtotal for Vendor

TRETO CONSTRUCTION, LLC

RIN0026603 RETAINAGE

\$22,519.12
\$22,519.12 Subtotal for Dept. Water
\$22,519.12 Subtotal for Vendor

VENTURE TECHNOLOGIES/ISC, INC.

SIN014983 TELEPHONE

\$304.43

Bills and Claims

City of Casper

04-May-16 to 17-May-16

VENTURE TECHNOLOGIES/ISC, INC.

\$304.43 Subtotal for Dept. Water
\$304.43 Subtotal for Vendor

VICTORIA GONZALES

RIN0026583 CDL REIMBURSEMENT

\$22.50
\$22.50 Subtotal for Dept. Parks
\$22.50 Subtotal for Vendor

VISION SVC. PLAN

RIN0026591 COBRA CONTRIBUTIONS
RIN0026592 BENEFITS PAYABLE

\$36.98
\$1,452.22
\$1,489.20 Subtotal for Dept. Health Insurance
\$1,489.20 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0026599 WATER SEWER BOOSTER

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

WASTE WATER TREATMENT

1276/139034 201 SEWER

\$250,548.75
\$250,548.75 Subtotal for Dept. Sewer
\$250,548.75 Subtotal for Vendor

WATER TECHNOLOGY GROUP

5365716 SAGEBRUSH LIFT STATION PUMP
5365741 SAGEBRUSH LIFT STATION PUMP

\$4,766.07
\$4,766.07
\$9,532.14 Subtotal for Dept. Sewer
\$9,532.14 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

160580001 K STREET IMPROVEMENTS

\$1,910.00
\$1,910.00 Subtotal for Dept. Streets
\$1,910.00 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0026630 201 SEWER
RIN0026630 201 SEWER

(\$670.70)
\$6,707.00
\$6,036.30 Subtotal for Dept. Sewer

RIN0026630 201 SEWER

(\$1,834.18)
(\$1,834.18) Subtotal for Dept. Waste Water
\$4,202.12 Subtotal for Vendor

WOLF GANG OF WY

1034 TV PROGRAMMING

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

Bills and Claims

City of Casper

04-May-16 to 17-May-16

WORLDWASH

2668 KITCHEN EXHAUST SYSTEM

\$550.00
\$550.00 Subtotal for Dept. Fire
\$550.00 Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES

14919 BOARD MEETING MEALS

\$80.75
\$80.75 Subtotal for Dept. Council
\$80.75 Subtotal for Vendor

WY. CONFERENCE OF MUNICIPAL COURTS

RIN0026576 CONFERENCE REGISTRATION

\$330.00

RIN0026575 CONFERENCE REGISTRATION

\$330.00

\$660.00 Subtotal for Dept. City Attorney

RIN0026611 CONFERENCE REGISTRATION

\$150.00

\$150.00 Subtotal for Dept. Municipal Court

\$810.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000082000 CITATIONS

\$13.53

\$13.53 Subtotal for Dept. Metro Animal

0000081754 BRYAN STOCK TRAIL

\$75,817.27

\$75,817.27 Subtotal for Dept. Streets

\$75,830.80 Subtotal for Vendor

WY. DEPT. OF WORKFORCE SVCS.

RIN0026593 UNEMPLOYMENT INSURANCE

\$341.40

\$341.40 Subtotal for Dept. Balefill

RIN0026593 UNEMPLOYMENT INSURANCE

\$1,475.43

RIN0026593 UNEMPLOYMENT INSURANCE

\$801.73

\$2,277.16 Subtotal for Dept. Casper Events Center

RIN0026593 UNEMPLOYMENT INSURANCE

\$2,548.00

\$2,548.00 Subtotal for Dept. Cemetery

RIN0026593 UNEMPLOYMENT INSURANCE

\$1,697.26

\$1,697.26 Subtotal for Dept. Communications Center

RIN0026593 UNEMPLOYMENT INSURANCE

\$398.80

\$398.80 Subtotal for Dept. Golf Course

RIN0026593 UNEMPLOYMENT INSURANCE

\$261.40

\$261.40 Subtotal for Dept. Parks

RIN0026593 UNEMPLOYMENT INSURANCE

\$124.05

\$124.05 Subtotal for Dept. Recreation

RIN0026593 UNEMPLOYMENT INSURANCE

\$1,728.87

RIN0026593 UNEMPLOYMENT INSURANCE

(\$440.00)

\$1,288.87 Subtotal for Dept. Refuse Collection

RIN0026593 UNEMPLOYMENT INSURANCE

\$1,728.87

\$1,728.87 Subtotal for Dept. Water

\$10,665.81 Subtotal for Vendor

Bills and Claims

City of Casper

04-May-16 to 17-May-16

WY. LAW ENFORCEMENT ACADEMY

S-9529 CRIMINAL LAW TRAINING
C-9548 CREDIT MEMO

\$322.50
(\$176.00)
\$146.50 Subtotal for Dept. Police
\$146.50 Subtotal for Vendor

WY. MACHINERY CO.

WO 4549742 REPAIR TRANSFER GEARS
WO 4549743 WINDOW GLASS

\$15,175.47
\$948.52
\$16,123.99 Subtotal for Dept. Fleet Maintenance
\$16,123.99 Subtotal for Vendor

Grand Total **\$4,424,009.32**

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 05/17/16

Payroll Disbursements

5/5/16	CITY PAYROLL	\$ 1,171,512.74
5/5/16	BENEFITS & DEDUCTIONS	\$ 210,732.67
5/12/16	FIRE PAYROLL	\$ 167,383.39
5/12/16	BENEFITS & DEDUCTIONS	\$ 52,987.92

	Total Payroll	<u><u>\$ 1,602,616.72</u></u>
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Additional Fees

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

	Total Additional AP	<u><u>\$ -</u></u>
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May 6, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish June 7, 2016, as Public Hearing Date for the consideration of annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of Heritage Hills Addition No. 5 complies with W.S. §15-1-402.

Recommendation:

That Council, by minute action, establish June 7, 2016, as the date of the public hearing to determine if the annexation of Heritage Hills Addition No. 5 complies with W.S. §15-1-402.

Summary:

Pursuant to the W.S. §15-1-402 pertaining to annexations, as amended July 1, 2001, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report that will be prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

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. The minimum lot size in both the R-2 (One Unit Residential) and the R-3 (One to Four Unit Residential) districts are 4,000 square feet, and all proposed lots exceed the minimum requirement.

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

May 5, 2016

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Establish June 7, 2016 as Public Hearing for new Microbrewery Liquor License No. 3, Skull Tree Brewing, LLC., located at 1530 Burlington Avenue.

Recommendation:

That Council, by minute action, establish June 7, 2016, as the Public Hearing date for the consideration of a new Microbrewery Liquor License No. 3, Skull Tree Brewing, LLC., located at 1530 Burlington Avenue.

Summary:

An application has been received for a Microbrewery Liquor License No. 3, Skull Tree Brewing, LLC., located at 1530 Burlington Avenue.

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 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Cassia Smith, Budget Administrator 

SUBJECT: Establishing June 21, 2016, as the Date of Public Hearing for Fiscal Year 2016 Budget Adjustments

Recommendation:

That Council, by minute action, establish June 21, 2016, as the date of public hearing for consideration of Fiscal Year 2016 budget adjustments.

Summary:

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

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

In order to comply with the aforementioned statutory requirements, it is necessary that the City Council establish a date of public hearing where all persons may voice their opinion both in verbal and written form. It is recommended that the public hearing be set, by minute action, for June 21, 2016.

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

May 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Cassia Smith, Budget Administrator 

SUBJECT: Establishing June 21, 2016, as the Public Hearing for Adoption of Fiscal Year 2016-2017 Budget

Recommendation:

That Council, by minute action, establish June 21, 2016, as the date of public hearing for consideration of the adoption of the Fiscal Year 2016-2017 Budget.

Summary:

The City Council is respectfully requested to establish June 21, 2016, as the public hearing date, for the consideration of the adoption of the Fiscal Year 2016-2017 Budget as per State Statute. The City Council must, within twenty-four (24) hours of the conclusion of the public hearing, make the necessary appropriations and adopt the budget.

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:

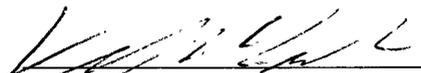
This ordinance shall become in full force and effect upon passage on third reading and publication.

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

PASSED on second reading this ____ day of _____ 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 9, 2016

MEMO TO: V.H. McDonald, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Contract for City of Casper Comprehensive Plan Update

Recommendation:

That Council, by resolution, approve the City of Casper's contract for Professional Services with Logan Simpson Design Inc. (Logan Simpson), a firm based in Fort Collins, Colorado, for a Comprehensive Plan Update in an amount not to exceed \$120,000.

Summary:

The Casper Area Comprehensive Plan is a document that guides long-term future development, redevelopment, and preservation of the Casper Metropolitan area. The Plan's scope focuses predominately on land use and guides where housing, businesses, offices, industries, parks, and open space could be located and how they relate to one another. The Plan is widely used by Planning staff and the Planning & Zoning Commission to draft policy and make development related decisions. The current Plan was adopted in January 2000. Since this time, eastward commercial expansion has taken place and in the coming years greater southern and westward expansion is expected, all of which was not taken into account within this current Plan. Furthermore, the Plan does not take into account transportation or economic development solutions. A new land use plan is necessary to guide development for the next twenty (20) years.

A Request for Proposals (RFP) was released on February 5, 2016. Five consulting firms responded with proposals by the March 18, 2016 deadline. Proposals were reviewed by a pre-selection sub-committee consisting of Councilman Cathey, Commissioner Holloway, Commissioner King, Andrew Beamer, Andrew Nelson, Liz Becher, and Craig Collins which narrowed the list to three (3) consultants.

In-person interviews with the finalists were held on Wednesday, April 13 with the following individuals participating in the final selection committee:

- Steve Cathey, City Councilman
- Andrew Beamer, Public Services Director
- Liz Becher, Assistant City Manager
- Aaron Kloke, Planner I
- Craig Collins, City Planner
- Andrew Nelson, MPO Manager
- Bob King, Planning Commission Chairman
- James Holloway, Planning Commission Vice Chairman
- Don Redder, Planning Commissioner

- Fred Feth, Planning Commissioner

The committee interviewed the three consultants and ultimately selected Logan Simpson to partner with the City to complete a Comprehensive Plan Update 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.

The proposed Comprehensive Plan Update will revisit previous assumptions, update planning policies, goals, and objectives where needed. Additionally, a Transportation Element will accompany the Plan to 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) and the City of Casper. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$70,000 for street connectivity solutions using MPO Programs and Projects funds from the federal Consolidated Planning Grant. It was decided the best use of these dedicated funds is towards a Transportation Element of the Casper Comprehensive Plan in order to find transportation solutions related but also not limited to street connectivity. The remaining \$50,000 was budgeted from One Time monies that were set aside in FY14 and have been encumbered for the land use and economic development related sections of the proposed plan.

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 "Owner," and Logan Simpson Design Inc., 123 N. College Avenue, Suite 206, Fort Collins, Colorado 80524, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, pursuant to this Contract, Owner is undertaking professional services for a City of Casper Comprehensive Plan Update and Revision, hereinafter referred to as the "Plan"; and,

WHEREAS, Owner desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Plan; 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 Owner 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 project as required by the Owner 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 Owner, 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 Owner and the Consultant.

II. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Plan following receipt of a written notice to proceed from the Owner.

B. The Plan shall be completed on or before May 29, 2017.

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 Consultant, with the written approval of the Owner, may be granted a time extension for any or all parts of the work, provided that written application is made by the Consultant to the Owner within ten (10) days after any such additional work or force majeure events are identified.

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 One Hundred and Twenty Thousand Dollars (\$120,000). 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 Plan, 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. Invoices shall be accepted upon successful completion and acceptance of each task by the City in writing.

It is understood that Owner will retain One Thousand, Nine Hundred and Ninety-two Dollars (\$1,992) of the contract total until the Community Development Director provides written notice of final acceptance of the Plan.

IV. METHOD OF PAYMENT:

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

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

Exhibit G: Timeline

VI. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the Owner 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 Owner and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Owner 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 Owner:

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS:

By: _____

Printed name: _____

Title: _____

Logan Simpson Design Inc., as Consultant:

By:  _____

Printed name: Bruce Meighen _____

Title: Principal _____

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner may terminate this Contract for convenience anytime by providing thirty (30) days written notice to the Consultant of intent to terminate said contract. This would include, but is not limited to the right to re-negotiate or terminate the contract if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

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 Owner for damages sustained by the Owner, by virtue of termination of the contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due from the Consultant are determined.

2. CHANGES:

The Owner's 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 Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by the Owner.

3. ASSIGNABILITY:

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

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contracted Plan 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 PLAN MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. 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 Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

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 Owner.

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. Key personnel are listed on Pages 31 and 32.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this Plan, unless said Subconsultant is approved in writing by the Owner. 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 by Consultant 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 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:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and 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.
- ii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
- iii. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.
- iv. 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:

i. *Additional Insured Status*

The Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

ii. *Primary Coverage*

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

iii. *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.

iv. *Waiver of Subrogation*

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

v. *Deductibles and Self-Insured Retentions*

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

vi. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Owner.

vii. *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.

viii. *Verification of Coverage*

Consultant shall furnish the Owner with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

ix. *Subcontractors*

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

x. *Special Risks or Circumstances*

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

- d. Consultant agrees to indemnify the Owner, 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 arising from negligence of the Consultant and any subcontractor thereof.

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 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 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 reserve the right to assert any and all rights, immunities, and defenses it 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. Owner 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 Owner may, at its discretion, terminate this Agreement without liability to the Owner, 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:

Owner 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 Owner, 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 Owner 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 Owner by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

26. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES:

- a. The Owner 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 Owner requests which would cause the 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:

- a. 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.
- b. 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.

EXHIBIT “A”

SCOPE OF SERVICES

TASK NO. 1: INITIAL REVIEW AND PLAN ASSESSMENT

Day 1 begins by listening and learning from City leaders about what works in Casper, and using those insights to define the planning process. Demographic and population projections, economic and housing analyses, land use evaluation, transportation analysis and other existing conditions and challenges will be integrated with the community vision to tell the story of Casper—past, present, and future. Work on this task will focus on gathering data, reviewing existing plans, performing a system needs assessment, developing a Draft Future Land Use Map and Major Street Plan, and forming goals and objectives.

1.1 Project Kickoff & Field Review

An in-person meeting between City staff and Consultant team members will be held to review project timeline, communication protocols, and Phase 1 tasks; review the public involvement plan; data collection; identify key issues; website material explaining the project’s process and schedule; and prepare a list of individuals and groups to contact for stakeholder interviews.

In conjunction with the project kickoff meeting trip to Casper, the Consultant will participate in a City tour with the City planners and review streets and other transportation facilities. It is envisioned that Casper Area Metropolitan Planning Organization (MPO) staff and others on the Steering Committee would also participate. The Consultant will also use this opportunity to obtain and review GIS and data from the MPO, Natrona County, Wyoming Department of Transportation (WYDOT), and other possible sources to be used in the existing conditions analysis.

The Consultant’s project management team will assess progress against the critical path schedule and project plan and update hours and resources as needed. The Consultant will also submit monthly progress reports summarizing tasks completed during the previous month. Ongoing project management activities include biweekly (every other week) phone calls ensuring that the project scope, schedule, deliverable quality, and budget are effectively managed to the Owner’s expectations throughout project.

1.2 Stakeholder Interviews

Stakeholder interviews will be held at this early stage of the project to gauge issues, needs, and vision for the future. This task will include interviews with appropriate stakeholders (i.e. elected officials, appointed officials, nonprofit organization leaders, property owners, neighborhood representatives, local business owners, developers, business organizations, City staff, etc.). The Consultant will survey these key stakeholders and stakeholder groups in the community for input on how they would like to be involved and to share their initial feelings about the City. These

conversations will be open to everyone who is willing to talk - our team is willing to listen. The Consultant and subconsultants will be available to conduct stakeholder interviews.

When possible, meetings will be combined with the simultaneous Casper Area MPO Transportation Element Update to increase efficiency and reduce costs. The City will schedule stakeholder interviews, and coordinate logistics, including meeting facilities, and refreshments.

1.3 Plan Audit and Code Review

The Consultant will complete the due diligence requested in the Request for Proposal (RFP) to determine which elements are still relevant and where new framework sections should be developed. This plan will create building blocks for a zoning code update and the Consultant will assess what is working or not working in the zoning code. Recommendations will be made in the implementation task. In addition to reevaluating the previous Visions, the Plan shall gauge public interest and identify new visions, key trends and issues, desired outcomes (goals and policies) and implementation strategies.

The Consultant will create an inventory of relevant City policies, plans, standards, and guidelines. An assessment of recently adopted plans and policies (i.e. code amendments, transportation and walkability plans, annexation agreements, redevelopment plans, etc.) will be completed and compiled. Plans to be reviewed include:

Planning

2000 Casper Area Comprehensive Plan (Current)

2012 Downtown Strategic Plan

2014 Parks Plan

Current Zoning Code

Urban Renewal (Old Yellowstone District)

Form-Based Code (OYDSPC Zoning)

2007 Redevelopment Master Plan

2002 Casper Urban Renewal Plan

Housing & Community Development (H&CD)

Annual Action Plan

Consolidated Annual Performance and Evaluation Report (CAPER)

Analysis of Impediments to Fair Housing

Casper Area "Boomer" Study

MPO

Connecting Casper 2040 Long-Range Transportation Plan (LRTP) Update

I-25 Entryways and Beautification Plan

Blackmore Road Sub Area Transportation Plan

Casper Area Trails, Paths, and Bikeways Plan (CATPBP)
Transportation Improvement Plan (TIP)
Unified Planning Work Program (UPWP)
Highway 20/26 Enhancement Study
Casper Walkability Study
Safe Routes to School
Southeast Casper Transportation Plan
Casper Area Economic Development Alliance (CAEDA):
Five-Year Strategic Plan (2013)

Transportation

City of Casper Engineering Street and Streetscape Standards;
Casper Area Long Range Transportation Plan (2014)
West Belt Loop Land Use, Connectivity, and Access Management Plan (2014)
Casper Traffic Impact Study Guidelines
National Best Practices, WYDOT Regulations, and State Law
Casper Area Trails, Path, and Bikeway Plan (2013)
MPO Transit Development Plan (2016)
Community Mobility Institute Post-Workshop Report (2015)

Task 1.4 Existing Conditions and Analysis Snapshots (Comp Plan) and Inventory Assessment Report (Transportation Plan)

Using the best available data from the City, Natrona County, the Casper Area MPO, and other sources, the Consultant will research and synthesize information for each planning topic into a series of “existing conditions snapshots” that will provide an overview of baseline conditions and define how those conditions influence the development of policies, actions, and focus areas for the comprehensive plan. These snapshots will aid the public in updating Casper’s vision, identifying major opportunities, and developing a strategic, forward-thinking land use plan. Snapshots take the place of the quickly outdated existing conditions sections of typical comprehensive plans and tend to be provocative 4- to 5-page “thought pieces” that serve as stand-alone pieces for the public and can be inserted directly into the plan. City staff will assist in developing the snapshots and collecting and compiling GIS data by theme into individual MXD files.

Snapshot themes include:

Land Use Planning and Future Growth

The Consultant will utilize a GIS parcel-based analysis to review vacant lands, constraints, building value vs. land value, building condition, aging building stock, as well as information from subsequent outlined studies described above. The Consultant will use this information to determine areas of stability, transition, and change, as well as opportunities for changes including

land assembly. Based on the areas of transition and change identified, the highest and best redevelopment and reuse options will be described for different areas. At this time the Consultant will examine general building height and massing and its relationship to place and natural resources.

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 economic development analysis and reference documents.

Community Design and Character

This will include the character, form, and activities that define each district as a destination, including the building and public space attributes and architectural features, building design, and placemaking amenities that are important to maintaining the unique character of each district. Integrated with the transportation analysis, this will include sample streetscape elevations and sections. Suitable (and unsuitable) architectural styles, colors, and materials will be identified using sample imagery. The analysis will focus on existing conditions and the need for placemaking assets including improving the walkability, access to the river and trails, cultural venues, new areas of discovery, and public spaces.

Complete Neighborhoods & Housing Diversity

The housing element of the plan will include a current depiction of the demographic and economic characteristics that impact housing affordability and preferences, as well as an understanding of how programming, policy, design, and possible public incentives can be used to meet housing needs now and in the future. City staff will assist with collecting and compiling demographic data.

Economic Development and Job Centers

The Consultant will evaluate work to date regarding economic development strategies for the City of Casper and surrounding region. The Consultant will evaluate existing research by Casper Area Economic Development Alliance (CAEDA), Wyoming Department of Workforce Services, and the State of Wyoming regarding industry trends and projections. Included with the analysis is a consideration of national and global trends that will inform Casper about economic opportunities as well. Consultant will supplement all research with new data compiled from local resources such as the Casper Area MPO, Wyoming Department of Workforce Services and federal databases. All research, findings and recommendations will align with Casper's unique identity, culture and strategic assets.

With this research foundation in place, Consultant will meet with several key stakeholders to further determine opportunities and challenges that shape economic development prospects for the community. A critical component for any industry growth is the ability to attract and retain talent. As such, Consultant will meet with key industry business leaders, the University of Wyoming at Casper, and Casper College Department heads. Discussions with CAEDA staff and local developers will inform Consultant about the opportunities and challenges to growing existing and attracting new companies. The Consultant will also contact the state representatives at the Wyoming Business Council regarding their strategic plan and how it aligns and supports

potential efforts in Casper. The Consultant will also refer to the Wyoming Constitution and Statutes to understand the legal framework before making recommendations. At the same time, Consultant needs to understand City staff's role in economic development.

Natural Assets: Mountains, Rivers & Cultural Resources

Wyoming's economy has a growing dependence on extractive industries, which creates a low economic diversification. This dependency results in a cyclical economy; therefore, Wyoming's tourism and recreation industries are increasingly important to the economic stability of the state. This section will include a review of the parks, trails and other natural assets, tourism attractions, and cultural assets that could boost the economic vitality of the region. The rails-to-trails system will be assessed for possible expansion with key land owners along the corridor.

Transportation & Infrastructure

This analysis will establish where deficiencies and transportation system needs exist regarding desired accessibility, mobility, efficiency, and mode choice, and determine any missing and needed street links. All classes of the transportation system will be assessed including arterials, connections, local streets and alleys. The Consultant will review the land use data in the Casper Area Travel Demand Model (CATDM) and work with MPO staff and the project Steering Committee to develop an updated future land use plan for the model. The primary focus will be on expected growth areas, both in and surrounding Casper. The Consultant will review both transit and transportation connections, especially East-West connections throughout the community. Land use, population, and employment trends will be considered when developing this plan. In addition, the Consultant will review multi-modal connections including transit, walking and biking. Headway transit times will be analyzed to increase ridership with predictability.

The Consultant will provide technical assistance in updating the CATDM (subject to maximum hour limitations indicated in the budget proposal.) Assistance will be provided to the MPO staff to develop future traffic forecasts using the CATDM and determine areas of future needs and deficiencies, plus locations of possible needed street links.

1.4 Plan Outline, Goals, and Objectives

Based on the analysis above and public input, the key choices regarding City-wide goals, objectives, and opportunities will be articulated. At this stage, the City will be divided into character districts—subareas with common characteristics and goals—so that the vision and opportunities can be specifically tailored to neighborhoods, commercial corridors, and other key areas of the community. These character-oriented opportunities will form the basis of the future land use plan in Phase 2.

In consultation with the project Steering Committee, the Consultant will develop a set of context-sensitive goals and objectives. A variety of factors will be considered, including land use compatibility, economics, quality of life, and possible funding constraints. The transportation goals will be context sensitive and dependent upon land-use compatibility, economic

considerations, and community quality, and reflect different alternative transportation scenarios and investments. The concepts and options for the future will be presented to the public for evaluation and review at an opportunities meeting, described in Tasks 3.1 and 3.2.

1.5 Draft Major Street Plan and Map

The Consultant will create a Major Street Plan and Map (in GIS), in conformance with Wyoming Statutes 15-1-508 – 15-1-511, with recommended locations and general alignments of new street links to accommodate the forecasted future traffic volumes and land uses. The plan will include recommended classifications, function and multimodal accommodations. Some roads may even be recommended for road dieting, multi-modal elements added or roundabouts included to manage traffic flow. The Consultant will build on how Casper has historically been developed in the first half of the 20th Century with a gridded system complete with residential alleys. The plan will also recommend upgrades or rehabilitation for existing streets and intersections and provide minimum spacing of roads and typical cross sections.

1.6 Draft Future Land Use Map

Based on the previous tasks, the Consultant will prepare a preliminary land use plan and land use designations. The plan will identify the land use mix, opportunity area schematics, and other features. The land use plan will focus on supporting business activity, maintaining and enhancing quality of life amenities, preserving natural assets, and shaping growth in a way that promotes economic vitality and adds efficiency in providing public services. A GIS-based, detailed future land use map can be prepared, but may draw concerns from property owners. A secondary option is to generate a map with generalized areas, which can also have roots within GIS. The Consultant will work with City staff to understand the desired intent, and will prepare whichever option best meets that intent.

Task 1 Meetings:

- Staff Kickoff meeting & City Tour Agenda, Materials, Facilitation, and Summary
- Staff Progress Meetings
- Steering Committee (#1) Agenda, Materials, Facilitation, and Summary
- Stakeholder Interviews including Planning Commission, City Council, City Staff, and interested stakeholders

Task 1 Deliverables:

- Contact Sheet with Roles & Responsibilities
- Project Timeline, identified scope and future growth focus areas
- Online Questionnaire #1
- Existing Conditions and Analysis updates
- Outline of the updated comprehensive plan including framework sections.
- Draft Future Land-Use Map

- Draft Major Street Plan and Map
- Identified goals and objectives
- Materials for City staff updates to Planning and Zoning Commission & City Council

TASK NO. 2: PUBLIC ENGAGEMENT

The Consultant will develop a targeted and customized public involvement plan, which will include multiple techniques to be used throughout the project including high-tech tools, public events, volunteers, and committees. Working with the public, residents, local developers, private utilities, and businesses will be crucial in understanding and developing solutions. It has been 15 years since the community has looked back on how the community wants to grow. The Consultant will build on the recent rebranding efforts that brought the residents and businesses together to showcase what Casper is and what the community wants it to be. Throughout the process, the public will be able to participate in a variety of positive, dynamic and engaging events.

2.1 Public Involvement Plan Development

The Consultant will work with the City staff to develop a public involvement plan (PIP) that will incorporate a variety of techniques and tools. The Consultant will also prepare an outline of the public outreach goals, activities, venues, and City/consultant team responsibilities. This document will serve as the one-stop repository for meetings and activities throughout the plan. The purpose of the PIP will be to identify specific audiences and develop an understanding of stakeholder issues, costs, and benefits; develop public engagement talking points and craft message concepts; and create a transparent, inclusive engagement strategy using traditional and new methods of engagement to craft final policy and guideline recommendations. The PIP will be aligned with the Casper Area MPO Comprehensive Plan Transportation Element Update and the existing Public Involvement Plan for the MPO for efficiencies, cost savings, and public simplicity and to build upon the previous work of the Casper Mobility Team.

Focus will be placed on seeking regular, broad, representative community participation using highly interactive techniques. The Consultant will work with the City to create initial content and materials updates throughout the project, which will be posted on a project website, hosted and managed by the City. The City will purchase a web domain based on the project branding. The website will include a short form where interested parties can sign up for project updates by supplying their name and email address.

At the completion of each task, the Consultant will provide a progress report and deliverable packet for City staff use in briefing the Planning and Zoning Commission, City Council, other City boards and commissions, and community groups that request presentations throughout the process. This packet can be posted to the website to keep the public updated. At key points, interactive, online questionnaires will mirror questions asked at community events. The City can post these project updates and meeting notifications using social media platforms (Facebook,

Nextdoor.com, Twitter, etc.) to continuously drive people to the website to achieve consistent messaging. Specific events are described in subsequent tasks.

In addition to website updates and social media notifications, City staff will provide assistance for public engagement activities in the form of distribution and collection of surveys and public input, meeting location arrangements, meeting displays and projections, and the creation of invitation lists. Online surveys will be paired with each phase of the project and completed by the Consultant using SurveyGizmo. City staff will have access to the survey tool and will post links to the survey on the website and social media. Once per quarter a utility bill insert will be printed and distributed to all Water Utility customers by City staff. City staff and the Consultant will also work with the City Manager's office to include project updates in the City of Casper Newsletter.

Steering Committee

The Steering Committee will act as a sounding board on key issues throughout the process and provide additional methods of outreach to the public. The Steering Committee will meet once per phase in person with the Consultant team and via conference call as needed. The committee will be invited to participate in the process by City staff and will include previous members of the Casper Mobility Team, technical staff, selected members of the public, Citizen's Academy alumni, and other volunteers. A few spots will be filled after stakeholder interviews are completed with selected members of the public that wish to be committed to the process.

Branding

In coordination with construction of the website, a project logo and templates will be produced to give a similar look and feel between online and print materials. The project logo will be developed with City staff at the beginning of the process. Development of the templates will include fonts and color scheme. The Consultant will develop templates for the website, postcard, boards, and e-newsletter. A template that can be modified will be chosen to sync the website with the look and feel of the logo and color scheme. The Consultant will provide InDesign package files, an .ase file, and fonts to the City for use in creating print materials throughout the project. Logo graphics along with the original files (e.g. Illustrator files) will be provided.

Volunteers

The Consultant will strive to make this truly a plan of the community and in doing so will seek the assistance and guidance of volunteers. The volunteers will be enlisted throughout the process to provide assistance in public outreach and events. Alumni of the Citizen Academy may also be invited to participate in the stakeholder interviews and the boards and commissions summit (Task 3.1).

2.2 Planning Commission, City Council and Steering Committee Kickoff

A combined City Council, Planning Commission, and Steering Committee meeting will be held to review the progress of Task 1 and the public involvement approach. These advisory and leadership groups will be asked to refine the public involvement approach and provide guidance

throughout the planning process. The City will coordinate logistics, including meeting facilities, refreshments, and notification. The Consultant will provide meeting facilitation, an agenda, materials, and summarize the meeting.

2.3 Public Kickoff Visioning Event

A kickoff meeting event will launch the community engagement efforts. The Consultant will kick off the visioning task with an interactive exercise. This event could be a combined event to introduce the comprehensive plan and transportation element update and the Casper Area MPO Comprehensive Plan Transportation Element Update, generate interest and buy-in from local leaders, and actively engage the boards and commissions in establishing the values and vision that should drive the comprehensive plan. The Consultant will briefly present information on big ideas and current conditions from Task 1, followed by a small group activity to discuss how those concepts should influence the vision for the future.

A public workshop will include high-tech, hands-on technology activities; and interactive discussions to identify community values and priorities, which will guide the development of the community vision. A celebratory event will be held at a local park, Wyoming Fair or event space for the public. All workshop activities will be paired with an online component or questionnaire to extend participation opportunities. The City will coordinate logistics, including meeting facilities, refreshments, and notification. The Consultant will prepare meeting agendas and materials, and facilitate and summarize the event.

Task 2 Meetings:

- City Staff Progress Meetings
- Planning Commission, City Council and Steering Committee (#2) Kickoff Agenda, Materials, Facilitation, and Summary
- Public Kickoff Visioning Event (#1) Agenda, Materials, Facilitation, and Summary

Task 2 Deliverables:

- Public Involvement Plan
- A memorandum summarizing the findings of the public engagement efforts
- Online Questionnaire #2
- Materials for City staff updates to the Planning and Zoning Commission and City Council

TASK NO. 3: CRAFTING A WORKABLE PLAN

The draft plan will focus on supporting business activity, maintaining, and enhancing quality of life amenities, shaping growth in a way that promotes economic vitality, incorporates transportation initiatives and overall achieves a greater public vision for the future of Casper.

This task involves the creation and evaluation of alternative solutions and scenarios, plus the development of an implementation plan and a method to monitor and evaluate the effectiveness of the implemented elements. The Consultant will identify ways to address gaps in current programs, policies, and services and recommend strategic initiatives, policies, programs, catalyst projects, and plans.

The Consultant will define various components of the plan that will require actions and define strategies to employ in their implementation. Components that require funding and coordination will be identified. The Consultant will explore options for the City to work cooperatively with other agencies, adjacent jurisdictions, local landowners, residents, and businesses. The Consultant will identify and prioritize administrative actions for achieving implementation, which include regulatory reform, the formation of improvement districts, and working cooperatively with other entities.

Based on the analyses, input, and work completed up to this point, the Consultant will prepare the draft and final goals and policies, associated maps, illustrations, photos, and supporting graphics. Rather than creating a map or drawings that simply denote intentions for the future, the graphics in the draft plan will focus on targeted projects for each district that contribute to the community's vision. The Plan will not only be an engaging hardcopy document, but a web-based, interactive plan with embedded animations, links, and maps that allows for enhanced usability for residents, developers, and the City.

The plan will include an adaptive management framework, which will include web-based monitoring tools, to track follow-through and effectiveness of the plan's actions. The monitoring tool can be continually updated to illustrate Casper's progress toward achieving its goals and will allow long-term tracking of the quality of life indicators.

3.1 Opportunities Workshop & Boards and Commissions Summit

The Consultant will identify opportunities that meet the vision and reflect Casper's goals for the future. Building on the analysis of existing conditions and the vision, specific opportunities will be established, covering each of the comprehensive plan frameworks. Opportunities will be identified in policies, processes, or geographic areas. The Consultant will conduct a brainstorming workshop with the Steering Committee and representatives of the various boards and commissions. Consultant will begin with a presentation of the vision and break-out sessions on housing, economic development, and transportation to assist in analyzing Casper's opportunities and constraints. Other topics will include new areas of development, commercial standards, possible financing options, and location of transit facilities. The City will coordinate logistics, including meeting facilities, refreshments, and notification. The Consultant will prepare agendas and materials, facilitate, and summarize the workshop.

3.2 Opportunities Public Events

The Consultant will conduct creative and interactive public workshops at locations throughout the community to solicit citizen input about opportunities by character district and opportunity

area. In addition to providing information on Citywide plan modifications, educational information about each choice will be presented, allowing each participant to learn about the trade-offs and potential benefits that could result from each choice. The meeting locations and formats will be designed to target key populations and stakeholders, including seniors, youth, and other underrepresented groups; county and state agency representatives; the major employers; utilities, developers, lenders, and real estate agents; families; and other members of the community. The Consultant will participate in public engagement events that will solicit input about the Plan outline, goals and objectives.

The Consultant proposes to host three neighborhood meetings throughout the City. The primary goals of the neighborhood area meetings will be to: determine present and future community and transportation needs; identify future land uses within the project area; and implementation strategies that are cost-effective. The events will be in tandem with the Fall WyoPass Planning Conference.

3.3 Preliminary Implementation Strategies

The Consultant will develop an implementation and monitoring plan. The preliminary implementation plan will include a priority list of “next steps” projects, initiatives, or policies for adoption and planning-level costs. The implementation plan will discuss possible financing and funding options, including special districts, impact fees, federal and state funding, and grants, and then identify resources needed to manage and implement the recommendations.

The Consultant will develop a set of quantitative and qualitative performance measures to monitor the effectiveness and performance of the Comprehensive Plan. Changes to the Casper Municipal Code will be recommended. Transportation measures will align with the latest performance measure requirements in the latest Federal transportation legislation.

3.4 Preliminary Transportation Plan Element

The preliminary transportation plan will be developed by the Consultant and integrated into the Plan. The Plan will provide up to three (3) potential combinations of solutions, investments, and policies among different modes. These alternatives will support desired land use patterns, street connectivity, and alternative modes. Conceptual cross sections will be developed, corresponding to functional classifications.

The Consultant will develop a set of qualitative evaluation factors to evaluate the alternatives. These factors will reflect the four pillars of Casper’s future transportation system: 1.) To address future growth and build communities through transportation. 2.) To address connectivity at all scales of transportation. 3.) To be inclusive and accommodating of all forms of transportation. 4.) To promote safety and access. These factors will also evaluate 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 by the Consultant.

A set of policy recommendations will provide multimodal traffic impact study guidelines, and street policy recommendations that can be adopted into the Casper Municipal Code. The street policy will reflect elements including street spacing, commercial block lengths, standard street cross sections, standard right-of-way widths, retrofit of the street grid, road “oversizing”, access management standards, and parking standards. Solutions will address:

- Creating standards that result in land uses and developments that are compatible with all modes of transportation and interconnect with a multimodal street system.
- Developing standards for street connectivity at all scales of transportation.
- Developing street typologies with cross-sectional designs to accommodate various levels and scales of transportation, including transit, as distinguished by functional classifications that can be adopted directly into the Casper Municipal Code.
- Provide specialized multimodal traffic impact study guidelines that can be adopted directly into Casper Municipal Code, which help with review/confirmation of arterial and collector recommendations, pedestrian improvements, and utilization of specific street types for Casper’s newly incorporated and urban growth areas.

Recommendations for implementation and financing of new streets will be included. Implementation guidelines will include:

- Providing policy recommendations that can be adopted directly into Casper Municipal Code and other related development guidelines. This may include street spacing, commercial block lengths, standardized street cross sections, necessary Right-of-Way widths, road “oversizing” (when a developer pays for a standard street cross section while the City finances the upgrade to an arterial), financing options including impact fees, access management standards, parking standards, etc.
- Providing message crafting, talking points, and any documentation or research necessary to support solutions, implementation, and City Council action.
- Providing cost and labor estimates for an optional economic analysis of alternative street connectivity policies to potentially supplement the Transportation Element.
- Including a priority list for “next step” projects, initiatives, or policy adoption along with any relevant cost estimates to solve imminent problems or imminent development issues.
- Identifying potential infrastructure financing mechanisms and future resources needed to manage and implement recommendations.
- Establishing performance measurements (qualitative or quantitative) in relation to future needs, goals, and objectives to monitor performance of future transportation system.

3.5 Draft Comprehensive Plan

Building on the plan assessment, the Consultant will present the first draft of the Comprehensive Plan Update and the Transportation Element within seven (7) months of the execution of the contract comments. Working with an anticipated start date of June 1, 2016, a draft of the Plan will be presented by the Consultant to the Steering Committee, City Council and Planning and Zoning Commission by year end. January 2017 will be earmarked for a one month review, followed by revisions before presentation to the public in February (Task 4.1).

The Plan will include graphics, renderings, maps, and photographs that represent the vision, goals, and objectives of the Casper community. Copies of the first draft will need to be in hardcopy and digital form and posted on www.casperwy.gov. The first draft will be reviewed by City staff. After making revisions in response to comments on the first draft, the Consultant will present the Second Draft of the Comprehensive Plan Update to City staff and the Steering Committee. If additional gaps of information remain, the Consultant will attend and participate in additional meetings with key stakeholders and/or neighborhood groups to explain the details of the draft and obtain additional input and comments. Assistance with mapping and the provision of GIS data will be performed by City staff throughout this task. The Consultant will craft key messaging, talking points, and documentation to support the plan recommendations, implementation and City Council action.

Task 3 Meetings:

- Steering Committee (#3) & Boards and Commission Opportunities Summit Agenda, Materials, Facilitation, and Summary
- Three (3) Neighborhood Opportunities Public Meetings (Public Event #2) Agenda, Materials, Facilitation, and Summary

Task 3 Deliverables:

- Preliminary Implementation Strategies
- Preliminary Transportation Element
- Draft City of Casper Comprehensive Plan Update draft including illustrations and maps
- Materials for City staff updates to Planning and Zoning Commission & City Council

TASK NO. 4: APPROVAL PROCESS AND FINAL PLAN SUBMITTAL

4.1 Draft Plan Public Review and Revision

The public and stakeholders will have the opportunity to review and provide feedback on the second draft of the comprehensive plan during a two month-long review period. During the public review period, the Consultant will conduct drop-in sessions to review the draft plan. Key policy changes and plan features will be highlighted and explained, and attendees will have the opportunity to discuss questions and concerns with City staff and the Consultant team. The City will coordinate logistics, including meeting facilities, refreshments, and notification. The Consultant will prepare agendas and materials, facilitate, and summarize the open house.

4.2 Planning and Zoning, Steering Committee, and City Council Presentation

The Consultant will make a formal presentation to the Planning and Zoning Commission, the Steering Committee, and the City Council in a combined meeting venue.

4.3 Refine Implementation Strategies

The Consultant will focus on refining the preliminary implementation strategies based on public comments and leadership feedback. In order to achieve the goal of implementing the Comprehensive Plan Update, each recommendation will be prioritized and given a timeline. A monitoring system through a quadrant matrix of priority projects by strategy, and based on cost and anticipated effectiveness will illustrate the prioritized projects. In order for the plan to be adaptable and flexible to new trends, a workplan may be updated on an annual basis by City Staff. This provides the community the opportunity to evaluate the effectiveness of the comprehensive plans and a path forward.

4.4 Final Plan & Adoption

After appropriate review and public comment, the Consultant will revise the Plan based on feedback and input from the City staff, public, Steering Committee, Planning and Zoning Commission, and City Council, and prepare an executive summary describing plan highlights and the organization of the plan. The Consultant's role will shift to a support role in this task, with City staff leading or supporting the majority of presentations. The Consultant will provide hard copies and digital files of the final plan which will be prepared and designed in Adobe InDesign. Once the Plan is adopted, the Consultant will provide all GIS files and the packaged digital files including all photos, graphics, and any other accompanying digital files.

Task 4 Meetings:

- Draft Plan Public Review Meeting (#3) Agenda, Materials, Facilitation, and Summary
- Planning and Zoning, Steering Committee (#4), and City Council Final Plan Presentation

Task 4 Deliverables:

- Final Plan:
 - One (1) three-ring bound paper copy and fifteen (15) hard copies of the Comprehensive Land Use Plan Update and Transportation Element.
 - Fifteen (15) digital copies of the final Comprehensive Land Use Plan Update and Transportation Element on reproducible computer discs in PDF format and packaged electronic, editable files in Adobe CS5.5 or higher, Microsoft Word, and appropriate geographic information systems (GIS) format.

FEE BY TASK

	Labor	Expenses	Total
Task 1. Initial Review and Plan Assessment			
Subtotal	\$44,858	\$4,800	\$49,658
Task 2. Public Engagement			
Subtotal	\$10,508	\$2,250	\$12,758
Task 3. Crafting a Workable Plan			
Subtotal	\$34,959	\$2,700	\$37,659
Task 4. Approval Process and Final Plan Submittal			
Subtotal	\$17,430	\$2,495	\$19,925
Total	\$107,755	\$12,245	\$120,000

A LA CARTE ITEMS

Additional Items	Costs per hour
Staffing:	
<i>Logan Simpson</i>	
Bruce Meighen – Project Director, Land Use Planning Lead	\$ 228.00
Megan Moore – Project Manager	\$ 138.00
Kristina Kachur – Assistant Project Manager	\$ 69.00
Kristy Bruce	\$ 69.00
Jeremy Call	\$ 147.00
Brooke Seaman	\$ 48.00
Production	\$ 66.00
Admin	\$ 84.00
<i>Michael Baker</i>	
Chuck Huffine – Transportation Planning/Traffic Lead	\$ 220.00
Joanna Morsicato – Transportation/NEPA Planner	\$ 185.00
Ryan Furgerson – Multimodal Transportation Planner	\$ 140.00
Jessica Wray	\$ 120.00
<i>Leland Consulting Group</i>	
Alisa Pyszka – Senior Associate	\$ 165.00
Matt Craigie - Associate	\$ 130.00

Expenses:	
<i>Travel</i>	
Mileage (per mile)	\$ 0.54
Meals (per day)	\$ 51.00
Lodging (per night)	\$ 100.00
<i>Printing</i>	
Postcards (Color, Cardstock per piece)	\$ 2.00
Mailings (per piece)	\$ 0.60
Color Print (8.5x11 Double Sided)	\$ 1.00
Production:	
Photo Realistic Renderings	\$ 2,000-4,000
Graphics – Drawing Sketches (Black and White)	\$ 150-500
Graphics – Drawing Sketches (Color)	\$ 250-800
Additional Draft Document Revisions (assuming 8 hours)	\$ 600-1000

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, on January 15, 2015, the Casper Area Metropolitan Planning Organization Policy Committee approved the funding of Seventy Thousand Dollars (\$70,000) for a street connectivity plan; and,

WHEREAS, on March 8, 2016, the Casper Area Metropolitan Planning Organization Policy Committee approved the previously dedicated Seventy Thousand Dollars (\$70,000) for a Comprehensive Plan Update and Revision to include a Transportation Element.

WHEREAS, on April 13, 2016, the City of Casper Comprehensive Plan Consultant Selection Committee approved the hiring of Logan Simpson Design Inc. (Logan Simpson) to complete the City of Casper Comprehensive Plan Update and Revision.

WHEREAS, Logan Simpson 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 Logan Simpson to complete the City of Casper Comprehensive Plan Update and Revision in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed One Hundred and Twenty Thousand Dollars (\$120,000).

PASSED AND APPROVED THIS 9th day of May, 2016.

ATTEST:

Liz Becher
Liz Becher
Community Development Director

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE
Phil Hinds
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, Logan Simpson Design Inc. 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 Principal and duly authorized representative of the firm of Logan Simpson Design Inc.; 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.

5/6/2016
Date


Signature

Bruce Meighen
Printed Name

Principal
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 her 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 Sumner)ss

I, Bruce Meighen 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: Bruce Meighen
Bruce Meighen
Title Principal

Subscribed in my presence and sworn to before me this 2nd day of May, 2018, by:

Vicki Jo Dean

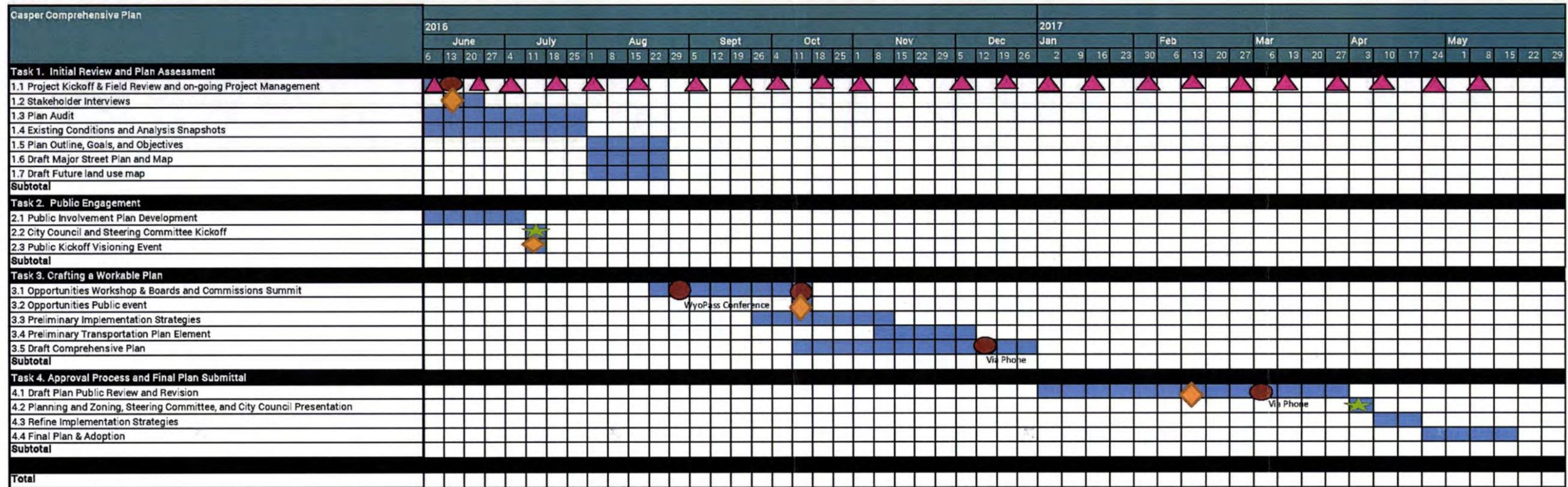
VICKI JO DEAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124053793
MY COMMISSION EXPIRES AUGUST 24, 2016

Notary Public

August 24, 2016
My Commission Expires

EXHIBIT "G"

TIMELINE



- ▲ Staff Bi-Weekly Call
- Steering Committee

- ★ Combined Meeting (SC, PZC, CC)
- ◆ Public Event

Planning and Zoning Commission - Every 3rd Thurs.
 City Council Public Meeting- 1st and 3rd Tuesday of every month
 Council Work Sessions - 2nd and 4th Tuesday of every month

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

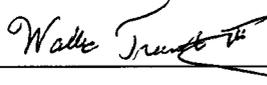
WHEREAS, the City of Casper Comprehensive Plan Consultant Selection Committee has selected Logan Simpson Design Inc. to complete a Comprehensive Plan Update and Revision; and,

WHEREAS, the governing body of the City of Casper finds that the Professional Services Agreement between Logan Simpson Design Inc. and the City of Casper ("Agreement") 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, a Contract for Professional Services between the City of Casper and Logan Simpson Design Inc., in an amount not to exceed One Hundred and Twenty Thousand Dollars (\$120,000) for a Comprehensive Plan Update and Revision.

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 10, 2016

MEMO TO: V. H. McDonald, City Manager 

FROM: Kenneth S. King, Fire-EMS Chief
Daniel S. Griswold, Operations Division Chief

SUBJECT: Contract for Purchase and Installation of Equipment in Fire Staff Vehicles

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Communication Technologies (ComTech) in the amount of \$12,985.00 for the installation of equipment in two (2) replacement Fire-EMS Department staff vehicles.

Summary:

This contract provides for the installation of the emergency lighting, siren, communication, and console equipment as part of the approved replacement of the on-duty battalion chief's suburban and the Operations Division Chief's pick-up. These two staff vehicles are being replaced with two (2) 2016 Ford F-150 pick-ups, approved at the February 16, 2016 Council meeting.

The emergency lighting and siren package will be controlled by a Motorola, vehicle-mounted mobile radio and ComTech (Mills, Wyoming) is the Fire-EMS Department's local Motorola provider and servicer. Additionally, ComTech is the only known local company that provides this emergency equipment and installation service and is the company the Casper Police Department contracts with for the same purpose for their patrol vehicles.

Funds for this purchase are available through approved Optional One Cent #15 Sales Tax funds for capital light equipment replacement.

A resolution and the Contract for Professional Services with Communication Technologies, Inc. are attached.

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 is undertaking the purchase of two (2) new 2016 Ford F-150 pick-up trucks that must be equipped for use as marked vehicles.

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 on Attachment A, along with any items provided by the City, to be installed on two (2) above mentioned vehicles.
- 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 twelve thousand, nine hundred eighty-five dollars (\$12,985.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walter Tremble

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

V. H. McDonald
City Manager

WITNESS:

COMMUNICATION TECHNOLOGIES, INC.

By: Lori Kline

By: [Signature]

Printed Name: Lori Kline

Printed Name: Craig Post

Title: Office manager

Title: VP / Service 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 189 Progress Circle, Mills, WY 82644

Part Number	Description	Quantity	Price (\$)	Total (\$)
	Lighting			
ENFDGS3(RW)	Dual side-by-side deck grill mount, red/white	4	249	996.00
ENT2B3D	Mirror LED, red/white	4	180	720.00
ENFFTSSM6D	Single surface mount light, black housing 12 LED dual color, red/white	4	99	396.00
ETHFSS-SP-ISO	Isolated solid state select a pattern headlight flasher	2	61	122.00
ETBSSN-P	Flashback 100% solid state	2	47	94.00
	Console			
905-0135A	Floor plate kit designed for 2016 Ford F150	2	130	260.00
SRCSUV	18" console with side mount clipboard holder	2	275	550.00
904-0135A	Soft model rubber side mount arm rest, drivers side	2	68	136.00
CA-0107	Cup Holders, mounts inside console	2	23	46.00
CA-0103S	12-volt triple outlet	2	28.5	57.00
	Miscellaneous Equipment			
11009	USB power outlet	2	19	38.00
CA-0129	Map light, red/white	2	96	192.00
DRCS-100	100 watt speaker	2	185	370.00
425-3816	Magnetic mic clip – single pack	4	45	180.00
MISC	Miscellaneous parts	2	200	400.00
CUSTOM	Custom wire harness	2	225	450.00
PDU	Power distribution unit	2	282	564.00
ANTENNA KIT	Antenna, COAX, Mini U	2	62	124.00
PREWIRE	Pre-wire secondary battery	2	45	90.00
INSTALLATION	Installation	2	3500	7000.00
FREIGHT	Estimated shipping	1	200	200.00
Total Amount				\$12,985.00

RESOLUTION NO. 16-133

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

WHEREAS, the Casper Fire-EMS Department has been approved to replace two (2) staff vehicles with two (2) 2016 Ford F-150 pick-ups; and

WHEREAS, the project requires professional services for the purchase and installation of the equipment required of Fire-EMS staff vehicles; and,

WHEREAS, Communication Technologies, Inc. represents that they are ready, willing, and able to provide the professional services to the City as required; and

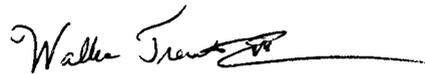
WHEREAS, the installed equipment will be controlled by a Motorola mobile radio and Communication Technologies, Inc. is the Fire-EMS Department's local Motorola provider and servicer.

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 Communication Technologies, Inc. for the installation of equipment in the replacement Fire-EMS Department staff vehicles.

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 Twelve Thousand Nine Hundred Eighty-Five Dollars (\$12,985.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

May 10, 2016

MEMO TO: V H McDonald, City Manager 

FROM: Jim Wetzal, Chief of Police 

SUBJECT Purchase of Mobile Field Reporting Module for use by the Casper Police Department

Recommendation:

That Council, by resolution, authorize a contract with Spillman Technologies for the purchase and installation of a mobile field reporting module for the Police Department's existing records management system in the amount of Thirty Two Thousand Dollars (\$32,000) for the purpose of efficiently reporting incidents in the field.

Summary:

The Mobile Field Reporting module will enable officers to create and edit detailed law incident records more efficiently while deployed in the field. The Field Reporting module opens directly in the Spillman system and includes an auto-save feature so officers will not lose reports if they encounter technical issues.

Funding for this purchase will originate from the Wyoming Office of Homeland Security for the Law Enforcement and Terrorism Prevention Oriented Activities (LETPA) Grant for the period of September 1, 2014 – May 31, 2016.

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 _____ 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. Spillman Technologies 4625 Lake Park Blvd Salt Lake City, Utah 84120 (“Contractor”).

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

RECITALS

A. The Casper Police Department is undertaking a project to provide Field Reporting Software from the contractor to create detailed law incident records efficiently in the field with the Mobile Field Incident Report module.

B. The project requires professional services for the installation of the software module to the Spillman server.

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:

- All Services as provided in Attachment A.
- Provide software module to be installed on the Spillman server.
- Planning Stage:
 - Assign a project manager to work directly with the City’s project manager.
 - Discuss timeline for installation.
 - Verify current Spillman server will be able to accommodate the new module.
 - Schedule installation with City Information Services Division.

- Implementation Stage:
 - Install Spillman Mobile Field Reporting module.
 - Test module with select officers.
 - Set full implementation date.
- In accordance with the project, the City shall:
 - Schedule installation date with Contractor.
 - Ensure proper storage and memory on Spillman server.
 - Assign a person to work directly with the Contractor as the main point of customer contact.
 - Provide information and access within the scope of the project, as requested by the Contractor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 15th day of April, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty Two Thousand Dollars (\$32,000.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

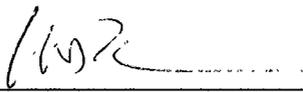
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
Spillman Technologies

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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.

Quote and Purchase Addendum

Quoted Date: April 12, 2016 Quote Number: QUO-09836-J0X6Y0
Quote Expiration Date: June 30, 2016 Prepared By: Skyeler King

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- Mobile Field Report with Field Interview - Site License

Package Quote
\$32,000

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$4,712

Host Agency:

Casper Police Department

Shared Agencies:

Evansville Police Department

Mills Police Department

Natrona County Sheriff

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.



Quote and Purchase Addendum

Quoted Date: April 12, 2016 Quote Number: QUO-09836-J0X6Y0
Quote Expiration Date: June 30, 2016 Prepared By: Skyeler King

Casper Police Department

Customer Name

Date

Authorized Signature

Daniel Sandoval, Mayor

Print Name and Title

RESOLUTION NO. 16-134

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

WHEREAS, the City of Casper Police Department desires professional services to install a Spillman Mobile Field Reporting; and,

WHEREAS, Spillman Technologies located in Salt Lake City, Utah, 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 Spillman Technologies for professional services to install the Mobile Field Reporting software.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make payment throughout the term of this agreement in the amount not to exceed Thirty Two Thousand Dollars (\$32,000.00); funds for which will originate from the Wyoming Office of Homeland Security for the Law Enforcement and Terrorism Prevention Oriented Activities (LETPA) Grant for a period of September 1, 2014 – May 31, 2016.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

May 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Kenneth King, Fire Chief 

SUBJECT: Adoption of the National Incident Management System (NIMS)

Recommendation:

That Council, by resolution, adopt the National Incident Management System (NIMS).

Summary:

The National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government to work together seamlessly in managing incidents involving all threats and hazards—regardless of cause, size, location, or complexity in order to reduce loss of life, property and harm to the environment. The Presidential Policy Directive (PPD-8), directed by the Secretary of the Department of Homeland Security, states that the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts and other activities. The purpose of the NIMS is to provide a common approach for managing incidents.

NIMS requires that the Casper Fire-EMS department complete Incident Command courses IS-700 and IS-100 for all personnel, and IS-200 for anyone that would be Incident Commander at an incident. NIMS also requires that the department use the Incident Command System in all emergency operations and training. At this time, the Casper Fire-EMS department meets or exceeds all of the requirements.

The City of Casper Fire-EMS department currently has a grant through the Office of Homeland Security for the purpose of our Regional Emergency Response Team. In order to continue requesting grant funding, the Office of Homeland Security requires us to formally adopt NIMS. Staff is recommending that Council adopt the National Incident Management System (NIMS).

A resolution has been prepared for Council's consideration.

RESOLUTION NO.16-135

A RESOLUTION ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEMS (NIMS)

WHEREAS, The Presidential Policy Directive (PPD-8), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for federal, state, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity; and,

WHEREAS, the collective input and guidance from all federal, state, local and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and,

WHEREAS, it is necessary and desirable that all federal, state, local and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and,

WHEREAS, to facilitate the most efficient and effective incident management it is critical that federal, state, local and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards of planning, training and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and,

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the state's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety and streamline incident management process; and,

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the state, including current homeland security/emergency management training programs; and,

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System; and,

WHEREAS, the Casper City Council recognizes the importance of the adoption of the National Incident Management System (NIMS) as the standard for incident management.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the National Incident Management System (NIMS) is hereby adopted.

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

April 26, 2016

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Approval of the 2016 Title VI Program for Transportation
Planning Programs

Recommendation:

That Council, by resolution, approve the Title VI Program for transportation and transportation planning programs as required by the Civil Rights Act of 1964, 42 U.S.C § 2000d et seq.

Summary:

The City of Casper is a designated recipient of Federal Transportation Administration (FTA) grants from the Department of Transportation. As a designated recipient, the City of Casper is required to update a Title VI program every three (3) years. Title VI requires every FTA designated recipient of federal funding to have a program in place to address Civil Rights complaints, specifically claims regarding race, color, or national origin. It must also ensure that every contract funded by Federal monies contains language that provides for Title VI adherence, to address Limited English Proficiency in the community through a written program, and to notify the public of their rights under Title VI. The Title VI Program is required per the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.

The City has received no Title VI complaints since the last update to the Title VI program in 2013. Failing to approve the program may result in the denial of Federal grants for City programs, including (but not limited to):

- Transit operating and capital grants (used to provide local transit services) Bus Services
- Transportation planning grants (used by the MPO)
- Transportation Alternatives Program (primary source for the Rotary Park Bike Path, for example)
- Surface Transportation Block Grant Program (capital money for collectors and arterials)
- TIGER Discretionary Grants
- FASTLANE Discretionary Grants

A resolution has been prepared for Council's consideration.

RECIPIENT INFORMATION

RECIPIENT: City of Casper (City)

SUBMITTAL DATE: June 1, 2016

EXPIRATION YEAR: 2019

CONTACT INFORMATION:

Liz Becher
Title VI Officer
City of Casper
200 N David Street
Casper, WY 82601
lbecher@casperwy.gov
Phone: 307.235.8241
Fax: 307.235.8362

V.H. McDonald
City Manager
City of Casper
200 N David Street
Casper, WY 82601
vhmcdonald@casperwy.gov
Phone: 307.235.8224

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I. PROVISION OF TITLE VI ASSURANCES

The City hereby certifies that, as a condition of receiving Federal financial assistance under the Urban Mass Transportation Act of 1964, as amended, it will ensure that:

- a. City shall submit on an annual basis, their Title VI Assurance, as part of their annual Certification and Assurance submission to the FTA.
- b. No person, on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- c. City will compile, maintain, and submit in a timely manner, Title VI information required by FTA Circular 4702.1B and in compliance with the Department of Transportation's Title VI Regulation, 49 CFR, Part 21.7.
- d. City will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

II. TITLE VI COMPLIANCE HISTORY

- a. There are no outstanding lawsuits or complaints naming the City which allege discrimination on the basis of race, color or national origin with respect to service or other transit benefits.
- b. There are no pending applications for Federal financial assistance, and there is no Federal financial assistance currently being provided to the City other than that being supplied by the Federal Transit Administration (FTA) except as follows:

<u>Funding Source</u>	<u>Description</u>
Department of Transportation	MPO
Department of Transportation	Selective Traffic Enforcement—non DUI
Department of Transportation	Selective Traffic Enforcement—DUI
Department of Homeland Security	Homeland Security—Regional Response#11
Department of Homeland Security	Homeland Security—Regional Response#12
Department of Homeland Security Terrorism	Homeland Security—Law Enforcement
Department of Housing & Urban Development	Community Development Block Grant
Department of Justice	Edward Byrne Justice Assistance Grant
Federal Highway Administration	Robertson Road Trail Extension
Federal Highway Administration	School Walkability Project
Centers for Disease Control	Achieve-Community Wellness Policy Initiative
Department of Health	PMO Remote Testing

Currently the City is applying for Section 5307 funding through the FTA.

- c. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the City and, to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to the City.
- d. There are currently no pending construction projects which would negatively impact minority communities being performed by the City.

III. INCORPORATION OF THE PROGRAM

The City of Casper (hereinafter referred to as the “City” or “Recipient”) hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”), and other pertinent directives. No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Transit Administration program:

- a. That the Recipient agrees that each “program” and each “facility,” as defined in subsections 21.23(e) and 21.23(b) of the Regulations will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated, in compliance with all requirements imposed by, or pursuant to, the Regulations.
- b. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Transit Administration programs and, in adapted form in all proposals or negotiated agreements:

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- c. That the Recipient shall insert the clauses contained herein as **APPENDIX A** in every contract subject to this Act and the Regulations.
- d. That the Recipient shall insert the clauses contained herein as **APPENDIX B**, as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon, or interest herein.
- e. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- f. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- g. That the Recipient shall include the appropriate clauses contained herein as **APPENDIX C**, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under Federal Transit Administration programs; and (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under Federal Administration programs.
- h. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- i. The Recipient shall provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

- j. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.
- k. The Recipient assures that the level and quality of transit service and related benefits are provided in a manner consistent with Title VI of the Civil Rights Act of 1964.

THESE ASSURANCES are given in consideration of, and for the purpose of, obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Administration and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Transit Administration programs.

The person whose signature appears below is authorized to sign these assurances on behalf of the grant applicant or recipient.

DATED: 4/29/16

City of Casper, Wyoming



By: V.H. McDonald
City Manager

GENERAL GUIDELINES/REQUIREMENTS

a. Annual Certification and Assurance

As stated in Section I, City shall submit annually, their Title VI assurance, as part of their annual Certification and Assurance submission to the FTA.

b. Complaint Procedures

In compliance with 49 CFR Section 21.9(b), City has developed procedures for investigating and tracking Title VI complaints filed against them. Such procedures shall be made available to the public upon request. City complaint procedures and complaint form are contained herein as **APPENDIX D**.

c. Record Title VI Activities

In compliance with 49 CFR Section 21.9(b), City shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming City that allege discrimination on the basis of race, color, or nation origin. Such list shall include:

- 1) Date the investigation, lawsuit, or complaint was filed;
- 2) Summary of the allegation(s);
- 3) The status of the investigation, lawsuit, or complaint; and
- 4) Actions taken by the City in response to the investigation, lawsuit or complaint.

d. Access for LEP Persons

City shall take steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). City will assist persons with limited English proficiency to participate in the transportation planning process. City Staff will make every effort to provide translators and document translation, where feasible, upon request. City's Limited English Proficiency (LEP) Plan is contained herein as **APPENDIX E**.

e. Public Notification

In compliance with 49 CFT Section 21.9(d), City shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections

against discrimination afforded to them by the Title VI. City/CATC complaint procedures and public notification information are contained herein as **APPENDIX D**.

f. Additional Information

City acknowledges that, at the discretion of the FTA, information other than that which is required by FTA C 4702.1A, may be requested in writing of the City, to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI.

g. Timely Submission

City acknowledges that their Title VI submissions and/or updates thereto, shall be supplied to their FTA Regional Office once every three (3) years. The submission shall include, but is not limited to:

- 1) A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities;
- 2) City's process for persons with limited English proficiency (LEP);
- 3) Title VI Complaint and Tracking procedures;
- 4) A list of any Title VI investigations, complaints or lawsuits filed since the last submission; and
- 5) A copy of City's public notice regarding Title VI compliance and public access and instructions to City Title VI complaint procedures.
- 6) A table depicting the membership of non-elected committees and councils, the membership of which is selected by the Recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
- 7) A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program.

h. Environmental Analysis of Construction Projects

City shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit related construction projects of which

require NEPA. If a Categorical Exclusion (CE) is performed, City shall complete the FTA's standard CE check-list which includes a section on community disruption and environmental justice. While preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS), City shall integrate into their documents, the following:

- 1) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population;
- 2) A discussion of all adverse effects that would affect the identified minority and low-income population;
- 3) A discussion of all positive effects that would affect the identified minority and low-income population;
- 4) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable;
- 5) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
- 6) For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison will be completed of mitigation and environmental enhancement actions between the two stated areas. If there is no basis for such a comparison, City shall describe why this is so.

i. Public Participation

The City shall seek out and consider viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities in regards to proposed transportation decisions. City shall make every effort to include the following practices:

- 1) Coordination with individuals, institutions, or organizations and implementing community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities;
- 2) Provision of opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments;
- 3) Utilization of locations, facilities and meeting times that are convenient and accessible to low-income and minority communities;
- 4) Utilization of different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities; and
- 5) Implementation of DOT's policy guidance regarding City's responsibilities to LEP persons.

j. Casper Area Boards and Committees relevant to the City's Transit Program, broken down by Gender, Race, and Ethnicity.

Citizen's Advisory Committee		<i>White</i>	<i>Black</i>	<i>Hispanic</i>	<i>Asian</i>	<i>NA/AN</i>	<i>NH/PI</i>	<i>Multiracial</i>	<i>Other</i>
Men	Women	11	0	0	0	0	0	0	0
5	6								
MPO Technical Committee		<i>White</i>	<i>Black</i>	<i>Hispanic</i>	<i>Asian</i>	<i>NA/AN</i>	<i>NH/PI</i>	<i>Multiracial</i>	<i>Other</i>
Men	Women	8	0	0	0	0	0	0	0
6	2								
MPO Policy Committee		<i>White</i>	<i>Black</i>	<i>Hispanic</i>	<i>Asian</i>	<i>NA/AN</i>	<i>NH/PI</i>	<i>Multiracial</i>	<i>Other</i>
Men	Women	9	0	0	0	0	0	0	0
8	1								
Casper City Council		<i>White</i>	<i>Black</i>	<i>Hispanic</i>	<i>Asian</i>	<i>NA/AN</i>	<i>NH/PI</i>	<i>Multiracial</i>	<i>Other</i>
Men	Women	8	0	1	0	0	0	0	0
8	1								
Casper Area Transportation Coalition		<i>White</i>	<i>Black</i>	<i>Hispanic</i>	<i>Asian</i>	<i>NA/AN</i>	<i>NH/PI</i>	<i>Multiracial</i>	<i>Other</i>
Men	Women	9	0	0	0	0	0	0	0
8	1								

Revised 4-19-16

The City of Casper's Council is an elected body. The City of Casper does not have a subrecipient. The MPO Policy Committee is an elected body, with the exception of the District Engineer for WYDOT. The MPO Technical Committee consists of professional staff appointed by elected officials from member agencies of the MPO. The Citizen Transportation Advisory

Committee is selected from applicants appointed by each governing board of MPO member agencies.

The City of Casper utilizes a vendor, Casper Area Transportation Coalition (CATC), to provide transit operations and has no control over the selection over its Board of Directors.

k. Narrative Describing Subrecipient Monitoring

The City of Casper does not have a subrecipient. The City of Casper utilizes a vendor, Casper Area Transportation Coalition (CATC), to provide transit operations.

The person whose signature appears below is authorized to sign on behalf of the grant applicant or Recipient.

DATED: 4/29/16

City of Casper, Wyoming



By: V.H. McDonald
City Manager

APPENDIX A TO TITLE VI ASSURANCE
(to be inserted into every contract subject to Title VI)
The City of Casper is herein referred to as the "City"

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 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 contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City or the Federal Transit Administration, 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 nondiscrimination provisions of this contract, the City shall impose contract sanctions as it or the Federal Transit Administration 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 contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO TITLE VI ASSURANCE
(to be inserted into real property transactions)
The City of Casper is herein referred to as the "City"

The following clauses shall be included in any and all deeds effecting or recording the transfer of real Property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the City will accept title to the lands and maintain the project constructed thereon, in accordance with The State of Wyoming, the Regulations for the Administration of Program and the policies and procedures prescribed by the Federal Transit Administration and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City, its successors and assigns.

The City, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility allocated wholly or in part on, over, or under such lands hereby conveyed, (2) that the City shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute

property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

APPENDIX C TO TITLE VI ASSURANCE

(to be inserted into Federally funded real property transactions or improvements)

The City of Casper is herein referred to as the "City"

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, (the grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (licenses, lease, permit, etc.) had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

APPENDIX D
TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS
City of Casper, Wyoming is herein referred to as the “City”

Public Notice of Rights

The following statement shall be posted on site at the City office, the Casper Area Transportation Coalition (CATC) office, on the CATC website www.catcbus.com, permanently displayed on public transit vehicles; and other appropriate materials made available to the public: *(Documents will be translated into languages other than English, upon request.)*

STATEMENT OF RIGHTS: CATC/The Bus is committed to ensuring that no person is excluded from participation in or denied the benefits of or be subject to discrimination in the receipt of its services on the basis of race, color, national origin or any other characteristics protected by law including Title VI of the Civil Rights Act of 1964 as amended. If you believe you have be subjected to discrimination, you may file a written complaint no later than one-hundred and eighty (180) calendar days after the alleged discrimination with the Director of CATC/The Bus 1715 East 4th Street Casper, WY 82601. If you need assistance with a written complaint (o si no habla ingles, llama por) call the supervisor at (307) 265-1313 during regular business hours.

Title VI Information, Limited English Proficient (LEP) information and Complaint Process (for printed materials, website, and other mediums upon request)

The City of Casper (City) grants all citizens equal access to all its public transportation services. It is further the intent of the City that all citizens are aware of their rights to such access. This is designed to serve as an educational tool for citizens so that they may understand one of the civil rights laws that protect their benefit of the City programs and services, specifically, as it relates to Title VI of the Civil Rights Act of 1964.

What is Title VI?

Title VI is a section of the Civil Rights Act of 1964 requiring that “No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” Note that Title VI does not address gender discrimination. It only covers race, color, and national origin. Other Civil Rights laws prohibit gender discrimination.

What is LEP?

As part of Title VI requirements, the City/CATC has developed a Limited English Proficiency (LEP) Plan to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to City services as required by Executive Order 13166 “Improving Access to Services for Persons With Limited English Proficiency,” reprinted at 65 FR 50121 (August 16, 2000). A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

City's Complaint and Investigation Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any transportation program or activity administered by the City.

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the City may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The following measures will be taken to resolve Title VI complaints:

- 1) A formal complaint must be filed within calendar one-hundred and eighty (180) days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the Complainant's name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, or national origin) and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

The City strongly encourages the use of the attached **City of Casper, Wyoming/CATC Title VI Complaint Form** when filing official complaints. The preferred method is to file your complaint in writing using the **City of Casper, Wyoming/CATC Title VI Complaint Form**, and sending it to:

Title VI Coordinator – Community Development
City of Casper, Wyoming
200 North David
Casper, WY 82601-1815

- 2) In the case where a Complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the City Title VI Coordinator. Under these circumstances, the Complainant will be interviewed, and the City Title VI Coordinator will assist the Complainant in converting the verbal allegations to writing.
- 3) When a complaint is received, the Title VI Coordinator will provide written acknowledgment to the Complainant, within ten (10) calendar days by registered mail.
- 4) If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided sixty (60) calendar days to submit the

required information. Failure to do so may be considered good cause for a determination of no investigative merit.

- 5) Within fifteen (15) calendar days from receipt of a complete complaint, the City will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the City Transit Grant Manager or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.
 - a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.
 - b. If the complaint is to be investigated, the notification shall state the grounds of the City's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
- 6) When the City does not have sufficient jurisdiction, the City Grant Transit Manager or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.
- 7) If the complaint has investigative merit, the City Transit Grant Manager or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Transit Grant Manager within sixty (60) calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.
- 8) The City Transit Grant Manager or his/her authorized designee will issue letters of finding to the Complainant and Respondent within (ninety) 90 calendar days from receipt of the complaint.
- 9) If the Complainant is dissatisfied with the City's resolution of the complaint, he/she has the right to file a complaint with the:

Federal Transit Administration - Region 8
Attn: Civil Rights Officer
1961 Stout St, Ste 13301
Denver, CO 80294-3007
303-362-2400
Fax 303-362-2424

FTA Complaint procedures can also be found on the FTA web site at: www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1B, Chapter IX.

APPENDIX D (Continued)
TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS
CITY OF CASPER, WYOMING (CITY)/CATC



Title VI Complaint Form



Complaint Form

Instructions: If you would like to submit a Title VI complaint to the City of Casper, Wyoming (City) The Bus Transit System, please fill out the form below and send it to: Casper Area MPO/The Bus, Attn: Title VI Coordinator/Community Development Director, 200 North David, Casper, WY 82601-1815. For questions or a full copy of the City's Title VI policy and complaint procedures call the Casper Area MPO at 307-235-8255, Casper Area Transit Coalition (CATC)/The Bus at 307-237-4287.

1. Name (Complainant):	
2. Phone:	3. Home address (street no., city, state, zip):
4. If applicable, name of person(s) who allegedly discriminated against you:	
5. Location and position of person(s) if known:	6. Date of incident:
7. Discrimination because of: <input type="checkbox"/> Race <input type="checkbox"/> National origin <input type="checkbox"/> Color <input type="checkbox"/> Other	
Please specify:	

8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.

9. Why do you believe these events occurred?

10. What other information do you think is relevant to the investigation?

11. How can this/these issue(s) be resolved to your satisfaction?

12. Please list below any person(s) we may contact for additional information to support or clarify your complaint (witnesses):

Name:

Address:

Phone number:

13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

- Yes No

If yes, check all that apply:

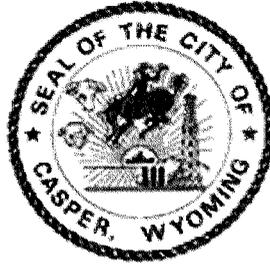
- Federal agency Federal court State court
 Local agency State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

Agency/Court: Contact's Name: Address: Phone number:

Signature (Complainant):

Date of filing:



TITLE VI / LEP COMPLAINT LOG

January 1, 2013 to December 31, 2013 - NONE

January 1, 2014 to December 31, 2014 – NONE

January 1, 2015 – December 31, 2015 - NONE

January 1, 2016 to date - NONE

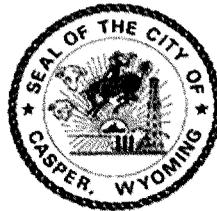


CASPER AREA

METROPOLITAN PLANNING ORGANIZATION

Bar Nunn | Casper | Evansville | Mills | Natrona County | WYDOT

City of Casper, Wyoming/CATC Limited English Proficiency (LEP) Plan APPENDIX E



Submitted to:

Federal Transit Administration

Region 8

1961 Stout St, Ste 13301

Denver, CO 80294-3007



June 2016

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I INTRODUCTION

The purpose of this limited English proficiency policy guidance is to clarify the responsibilities of recipients of federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.**, and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and;

II EXECUTIVE ORDER 13166

Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance). Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies such as the City of Casper, Wyoming (City), and governments, private and non-profit entities, and subrecipients.

III PLAN SUMMARY

The City has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to transit services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates.

In developing the plan while determining the City's extent of obligation to provide LEP services, the City undertook a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the City service area who maybe served or likely to encounter an City transit program, activity, or service; 2) the

frequency with which LEP individuals come in contact with a transit services; 3) the nature and importance of the program, activity or service provided by the City to the LEP population; and 4) the resources available to the City and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

IV FOUR FACTOR ANALYSES

1. The number or proportion of LEP persons eligible in the City service area who may be served or likely to encounter a City Transit program, activity, or service

The City examined the American Community Survey from 2009-2013 and was able to determine that approximately 5.4%, or 3,179 people spoke a language other than English. Of the 3,179 people reporting they speak other languages than English, 552 or 0.8% of respondents either speak English “not well” or “not at all.” (See SUB-APPENDIX A City Languages Spoken at Home Chart).

2. The frequency with which LEP individuals come in contact with a City transit program, activity, or service

The City assesses the frequency at which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and surveying completed by the drivers. The City and CATC has never had a request for interpreters. The City provides, on its own accord, the public transportation bus schedules that are translated into Spanish. The City and CATC has had zero requests for other translated transit documents. The staff and drivers have had very little contact with LEP individuals.

3. The nature and importance of the program, activity, or service provided by the City and CATC to LEP community

There is no large geographic concentration of any one type of LEP individuals in the Casper service area. The overwhelming majority of the population, 94.5% or 62,436, speak only English. The Spanish speaking population appears to be bi-lingual with less than 1% or 494 individuals that reported speaking English “less than very well.”

Several organizations in the community are able to provide outreach services to LEP individuals within the Casper service area.

4. The resources available to the City transit and CATC and overall costs

The City assessed its available resources that could be used for providing LEP assistance. This included determining which documents would be the most valuable to be translated if and when the population supports, determining what staff could assist with translation efforts, and what level of staff training may be needed.

After analyzing the four factors, the City developed the plan outlined in the following section for assisting persons of limited English proficiency.

V LIMITED ENGLISH PROFICIENCY PLAN OUTLINE

- a) **How to Identify an LEP Person who Needs Language Assistance** - Below are tools to help identify persons who may need language assistance:
- Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;
 - When City transit or CATC sponsored workshops or conferences are held, post on the public notices contact information for people with special needs. Also set up a sign-in sheet table, have a staff member greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, ask a question that requires a full sentence reply;
 - Have the Census Bureau's "I Speak Cards" be made available (contained herein as **SUB-APPENDIX A**) when needed and have the cards available at the CATC Office and on buses; and
 - Frequently survey drivers and other first line staff of any direct or indirect contact with LEP individuals.
- b) **Language Assistance Measures** - The City has or will implement the following LEP procedures. The creation of these steps are based on the very low percentage of persons speaking other languages or not speaking English at least "well," in the Casper transit area:
- CATC's website has a "Translate" tab that will translate the webpage into any one of 66 languages. www.catcbus.com
 - Census Bureau's "I Speak Cards" are to be located at the CATC office at all times. Bus drivers will also be required to carry Basic Spanish for Transit Employees from CDOT on their routes.
 - When the City transit/CATC hosts public meetings or conferences and a special need is identified in advance, the City/CATC will make every effort to have a translator available at the meeting.
 - When the City/CATC's website is redesigned, translation software will be explored as a possible added feature.
 - When an interpreter is needed, in person or on the telephone, an available bilingual CATC staff member will attempt to assist. If a bilingual staff member is not available, staff will first attempt to determine what language is required. Staff shall use the telephone interpreter service - Language Line Services at <http://www.language.com>.

On the Language Line home page the staff will select the Need an Interpreter Now link and follow the directions to receive an access code.

- c) **Staff Training** - All transit staff will be provided with the LEP Plan and will be educated on procedures to follow. This information will also be part of the TOB staff orientation process for new hires. Training topics are listed below:
- Understanding the Title VI policy and LEP responsibilities;
 - What language assistance services the City/CATC offers;
 - Use of LEP “I Speak Cards”;
 - How to use the Language Line interpretation and translation services;
 - Documentation of language assistance requests;
 - How to handle a Title VI and/or LEP complaint (this process is contained in APPENDIX D of the City of Casper Title VI Plan)
- d) **Outreach Techniques** - As of June 2016, the City/CATC does not have a formal practice of outreach techniques due to the lack of LEP population and resources available in the service area. However, the following are options that the City/CATC will incorporate when and/or if the need arises for LEP outreach:
- If staff knows that they will be presenting a topic that could be of potential importance to an LEP person or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, meeting notices, fliers, advertisements, and agendas will be printed in an alternative language, based on known LEP population in the area.
 - When running a general public meeting notice, staff will insert the clause, based on the LEP population and when relevant, that translates into “A (insert alternative Language) translator will be available”. For example: “Un traductor del idioma español estará disponible.” This means “A Spanish translator will be available”.
 - Key print materials, including, but not limited to, schedules and maps, will be translated and made available at the City building, CATC office and on board vehicles.
- e) **Monitoring and Updating the LEP Plan** - This plan is designed to be flexible and is one that can be easily updated. At a minimum, the City will follow the Title VI Program update schedule for the LEP Plan. However, major updates most likely will not occur until the 2020 Census data is released, unless the City finds it necessary and crucial for an update before such time.

Each update should examine all plan components such as:

- How many LEP persons were encountered?
 - Were their needs met?
 - What is the current LEP population in the Casper service area?
 - Has there been a change in the types of languages where translation services are needed?
 - Have the City's available resources, such as technology, staff, and financial costs changed?
 - Has the City/CATC fulfilled the goals of the LEP Plan? and
 - Were any complaints received?
- f) **Dissemination of the City/CATC Limited English Proficiency Plan** - The City includes the LEP Plan with its Title IV Policy and Complaint Procedures. The City's Notice of Rights under Title VI to the public is posted in the CATC office, City building, and on all transit vehicles.

Any person, including social service, non-profit, and law enforcement agencies and other community partners will be able to access the plan.

Copies of the LEP Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to the City Title VI Coordinator.

City Title VI Coordinator – Community Development Director
City of Casper
200 North David
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
Email: lbecher@casperwy.gov

SUB-APPENDIX A

City of Casper Languages Spoken at Home Chart

<p align="center">City of Casper Languages Spoken at Home</p> <p align="center">Based on 2009-2013 American Community Survey</p>		
<p>LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER</p>	Total	Percent of population
Total resident population 5 years and over	66,020	100.00%
Speak only English	62,436	94.5%
Language other than English	3,585	5.4%
Speak English less than “very well”	552	<1.0%
Speak Spanish	2,654	4.0%
Speak English less than “very well”	494	<1.0%
Speak Other Indo-European Languages	606	<1.0%
Speak English less than “very well”	40	<1.0%
Speak Asian and Pacific Island Languages	262	<1.0%
Speak English less than “very well”	17	<1.0%
<p>Final findings on City of Casper “Non” or “Limited” Spanish/Other Speaking Persons: There is a very small population of potential City riders or current riders who speak Spanish/Other Languages, and those that do, the majority speak English “very well” and “well”.</p>		

LANGUAGE IDENTIFICATION FLASHCARD

- | | |
|---|------------------------|
| <input type="checkbox"/> وضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> 'Խնդրում ենք նշում կատարել այս քառակուսում, եթե խոսում կամ կարդում եք հայերեն: | 2. Armenian |
| <input type="checkbox"/> যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> សូមបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> Motka i kahhon ya yangin ñntñngnu' manaitai pat ñntñngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. | 12. Farsi |

- | | | |
|--------------------------|--|--------------------|
| <input type="checkbox"/> | Cocher ici si vous lisez ou parlez le français. | 13. French |
| <input type="checkbox"/> | Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen. | 14. German |
| <input type="checkbox"/> | Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά. | 15. Greek |
| <input type="checkbox"/> | Make kazyé sa a si ou li oswa ou pale kreyòl ayisyen. | 16. Haitian Creole |
| <input type="checkbox"/> | अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ। | 17. Hindi |
| <input type="checkbox"/> | Kos lub voj no yog koj paub twm thiab hais lus Hmoob. | 18. Hmong |
| <input type="checkbox"/> | Jelölje meg ezt a kockát, ha megérti vagy beszéli a magyar nyelvet. | 19. Hungarian |
| <input type="checkbox"/> | Markaam daytoy nga kahon no makabasa wenno makasaka iti Ilocano. | 20. Ilocano |
| <input type="checkbox"/> | Marchi questa casella se legge o parla italiano. | 21. Italian |
| <input type="checkbox"/> | 日本語を読んだり、話せる場合はここに印を付けてください。 | 22. Japanese |
| <input type="checkbox"/> | 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오. | 23. Korean |
| <input type="checkbox"/> | ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກເວົ້າສາລາວ. | 24. Laotian |
| <input type="checkbox"/> | Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. | 25. Polish |

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<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această căsuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратичъ уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้ทำเครื่องหมายลงในช่องว่างด้านหน้าหรือทุกกรรมาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

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Economics and Statistics Administration
U.S. CENSUS BUREAU

APPENDIX F – CATC’s PASSENGER GUIDELINES

(Subject to change without prior notice)

Rules and Safety Considerations

General Rider Guideline Policies CATC & The Bus

Drivers are specially trained to assist you. Drivers will:

- Deploy lifts and ramps for persons using mobility devices and those without mobility devices who cannot navigate the bus steps upon request;
- Secure passengers using mobility devices with no fewer than four tie downs—no exceptions. Passengers refusing to be secured will not be transported;

To ensure your safety and the safety of our drivers, CATC & The Bus has the following restrictions:

- Drivers will not assist passengers using wheelchairs up or down steps. Passengers are required to have someone else assist them with steps. (See Accessibility Policy)
- Drivers will not search a passenger’s body for the appropriate fare or ticket.
- Drivers will not clear pathways of ice, snow, or other barriers anywhere except the transfer station.

To ensure your safety and the safety of our drivers, CATC & The Bus has the following restrictions:

Strollers, grocery carts and walkers must be folded and stored out of the aisles.

If a passenger uses oxygen, the tank(s) must be portable, i.e., the passenger must be able to carry the tank(s) into the vehicle themselves. If the passenger is in a wheelchair the oxygen tank must be secured.

The number of packages a passenger can have on CATC is limited to six (6) grocery bags. The Bus passengers are limited to four (4) grocery bags.

Working service animals are permitted.

A companion animal is permitted if it is in a small carrier, any behavior problems will result in the loss of this privilege.

CATC passengers are required to use the seat belt that comes with their wheelchair. If this is not available CATC will provide a gate belt as well as the tie down seat belt. The Bus passengers using wheelchairs are encouraged to use the tie down seat belt.

CATC & The Bus employees are prohibited from entering a passenger's residence.

It is the passenger's responsibility to assure their residence is accessible, (**see Accessibility Policy**). CATC will not provide service if the residence is not accessible.

CATC and The Bus passengers are required to use seat belts.

Riders' Code of Conduct

As a rider on CATC and The Bus, I agree to:

Be ready to board when the CATC bus arrives. CATC will arrive in the 15 minute window and will be considered on time. CATC drivers can only wait three (3) minutes.

Arrive at The Bus stop at least five (5) minutes before departure time.

Have exact change ready as the driver cannot make change.

Refrain from smoking, chewing tobacco, eating or drinking on CATC and The Bus.

Yield the seats in front of the vehicle for senior and disabled customers.

Refrain from bringing on-board CATC and The Bus any article defined as a weapon.

Refrain from fighting, using vulgar, offensive or abusive language, pushing, shouting or participating in rough behavior.

Respect the instructions of CATC & The Bus driver in regard to the vehicle's operation.

Refrain from bringing prohibited items on CATC & The Bus including flammable liquids gasoline, vehicle batteries, fireworks, large packages or other items such as furniture, air conditioners, etc.

Children may not remain in strollers during vehicle movement.

Passengers must clean all spills of body fluids if physically able to do so and at the driver's discretion.

Complaints or Problems

Concerns or complaints should be submitted to:

CATC/The Bus
1715 East 4th Street
Casper, WY 82601

Denial of Service

CATC & The Bus reserve the right to refuse service to anyone. Inappropriate behavior, language or conduct toward any passenger or employee of CATC or the Bus will not be tolerated and with ample warnings can result in loss of service.

CATC & THE BUS

1715 E. 4th Street
Casper, WY
Phone (307) 265-1313
(307) 237-4287
Fax (307) 235-0551
www.catcbus.com

APPENDIX G – Other Title VI Program Documents

1. A copy of the board resolution, meeting minutes, or similar as evidence that the City Council has approved the Title VI Program.
2. Evidence that a requirement to Notify Beneficiaries of Protection is prominently posted on the agency's website.
3. A copy of the established public participation program.
4. A copy of an equity analysis to determine site or location of facilities.
5. A copy of System-wide Service Standards, including:
 - a. Vehicle load
 - b. Vehicle headway
 - c. On-time performance
 - d. Service availability
 - e. Distribution of transit amenities
 - f. Vehicle assignment

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 in Casper, Casper, Evansville, Mills, Natrona County, and WYDOT. The Casper/Natrona County International Airport and the Casper International Airport are also non-voting members. [Click here](#) to see who represents your local government on the Policy Committee.

- [MPO Twitter Feed](#) 
- [Title VI Notice](#)
- [GEOSMART Interactive](#)
- [Mapping](#)

Policy Committee members receive professional guidance through the **CITY OF CASPER** Technical Committee. Each jurisdiction sends planners, engineers, or public works officials to discuss the technical aspects of projects.

Address: 200 N. David, Casper WY, 82601

Phone: 307-235-8400

The governing council of each agency sends individuals to the **Citizens**

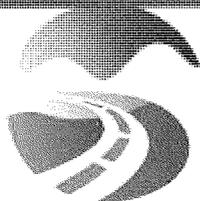
Committee. This group of individuals consists of individuals interested in [Disclaimer](#) | [Privacy Policy](#) | [Contact Us](#)

transportation and who offer a resident's perspective on MPO projects. They also act as community ambassadors for the various projects.





2014



CASPER AREA

METROPOLITAN PLANNING ORGANIZATION

Working with the public, elected officials, and professional staff to plan our road, trail, bus, and rail systems.
Bar Nunn | Casper | Evansville | Mills | Natrona County | WYDOT

Public Participation Plan

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Chapter 1 – Introduction

The Casper Area Metropolitan Planning Organization (MPO) promotes quality transportation systems in the urbanized portion of Natrona County through a commitment to excellence and the pursuit of mutually agreed upon goals, policies, and objectives which satisfy the community's present and future needs. The success of the MPO is dependent upon public participation core values and the following specific actions and programs:

1. Promote the cooperative recommendations through the forum of the planning process, in responding to transportation needs.
2. Assess transportation system impacts and identify solution alternatives in support of plan recommendations.
3. Solicit citizens' participation at all levels of the planning process to ensure that matters of importance to the public are reflected in final recommendations.
4. Plan, design, and construct transportation facilities supportive of a safer, more efficiency transportation system.
5. Oversee operating and funding policies for public transportation systems within the urbanized area with an emphasis on bus service for the general public, elderly, and persons with disabilities.
6. Encourage multipurpose programs demonstrating the contribution transportation can provide to both the physical and economic environment of Natrona County.
7. Carry out the responsibilities of the transportation planning process in a cost effective manner within the constraints of available federal, state, and local funds.

Section 1.1 – Purpose and Overview

The Public Participation Plan is an adopted document of the MPO. The intent is to involve the public early on in the transportation planning process and include public involvement opportunities beyond formal hearings. The plan has also been established to help explain and describe how the public can be involved in the transportation planning process. The MPO understands the important of ensuring broad public involvement during development, review, and implementation of regional transportation projects and programs.

Public involvement incorporates public concerns, needs, and values into governmental decision making. It is two-way communication, with the overall goal of making better decisions that have public support. Public involvement goes beyond just informing the public through one-way communication, although that is an essential component of the process. Public involvement also includes two way communications that solicit the public's ideas, issues, and concerns.

The International Association for Public Participation (IAP2) has developed seven public participation core values that provide a framework for designing a public outreach strategy. They include the following:

1. Public participation is based on the belief that those who are affected by a decision have a right to be involved in the decision making process.

2. Public participation includes the promise that the public's contribution will influence the decision.
3. Public participation promotes sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision makers.
4. Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
5. Public participation seeks input from participants in designing how they participate.
6. Public participation provides participants with the information they need to participate in a meaningful way.
7. Public participation communicates to participants how their input affected the decision.

Federal legislation requires an MPO to develop and implement a continuing, cooperative, and comprehensive transportation planning process. Moving Ahead for Progress in the 21st Century (MAP-21) requires the MPO to design and use a public participation plan that is developed in consultation with all interested parties and provides reasonable opportunities to comment on all aspects of the MPO transportation planning process.

Section 1.2 – History of the MPO

The Casper area was designated as a metropolitan statistical area as a consequence of the 1980 Census (see Appendix A). At that time, the Casper Area Transportation Planning Process (CATPP) was authorized as an MPO. The member jurisdictions of the MPO are:

- Town of Bar Nunn
- City of Casper
- Town of Evansville
- Town of Mills
- Natrona County
- Wyoming Department of Transportation (WYDOT)

These jurisdictions use the MPO to develop transportation planning activities within the Casper Metropolitan Area. MPO staff is employed by the City of Casper and is permanently assigned to transportation planning duties. The MPO is a division of the Community Development Department. As such, it coordinates transportation planning activities under the direction of the Community Development Director. This relationship assures that transportation projects will be coordinated with the area planning process. The types of projects requiring coordination include master plans, recreational plans, and other plans which affect or are affected by transportation issues in the city, county, and state areas within the Casper metropolitan planning area boundaries. MPO staff also respond to the transportation planning needs of all member jurisdictions.

The work undertaken by the MPO is devoted to intermodal transportation planning activities which will eventually create a more effective and efficient transportation system. These activities include, but are not limited to:

1. Assisting member agencies, governing bodies, and officials in making decisions on the development of the urban transportation system.
2. Describing planning activities to be undertaken during the program year cooperatively by the MPO, WYDOT, and member agencies.
3. Establishing and maintaining transportation planning, and providing a guide for in-house administrative tasks, as well as more specialized assignments relating to specific transportation modes and programs.
4. Maintaining qualifications for the Casper area to participate in Federal aid highway construction and transit programs for improvements and additions to the existing urbanized area street and highway system.

Section 1.3 – Policy Framework

Transportation is one of the key contributors to the Casper area quality of life and economic viability. Generally, the need for transportation stems from our need to access goods, services, and other people within and beyond the region. The ease by which we are able to get from home to school, to a job, to medical services, to shopping centers and back again, is dependent upon the efficiency and effectiveness of the region's transportation system. The transportation planning must be viewed in terms of regional and community goals and values such as protection of the environment, effect on the regional economy, and maintaining the quality of life that area residents enjoy. The goals, policies, and objectives are consistent with the region's overall policy framework for regional planning as set forth in the comprehensive plans adopted by the Casper Area MPO.

Section 1.4 – Decision Making Authority

The ongoing planning program is carried out with the cooperation of the MPO's member jurisdictions at MPO committee meetings. These meetings are open to the public. There are three committees, including the Citizens' Advisory Committee, the Technical Committee, and the Policy Committee. Bikeway, pedestrian, transit, and highway advisory committees are developed on an ad-hoc basis as needed. The committees and their duties are discussed in further detail below.

1.3.1 – MPO Policy Committee

Coordinating the overall transportation planning process within the federally approved Casper metropolitan planning area boundaries is provided by the MPO Policy Committee. The membership of the Committee includes representatives from the City of Casper, Natrona County, Bar Nunn, Mills, and Evansville, WYDOT, the area transit operator, and the Casper/Natrona County International Airport. Only WYDOT and the municipalities have a vote on the committee. A Federal Highway Administration (FHWA) representative attends the Policy Committee as a nonvoting member.

The Policy Committee reviews and approves the Unified Planning Work Program (UPWP) and the Metropolitan Transportation Improvement Program (MTIP). It also develops and adopts policy regarding the long and short-range elements of the transportation plan. The Committee acts as the approval authority for the federally financed surface transportation projects within the MPO boundary. The UPWP is submitted to WYDOT after MPO approval by the Policy Committee, while the MTIP is submitted to WYDOT after being approved by the MPO and the governing bodies of the member jurisdictions.

After it has reviewed and approved these documents, WYDOT forwards the UPWP to FHWA for final review and approval. The MTIP is approved by the governor or his designated representative and is incorporated into the State Transportation Improvement Program (STIP), which is federally approved.

1.3.2 – MPO Technical Committee

The Technical Committee is composed of professional engineers and planners who represent the MPO’s member jurisdictions, including WYDOT. This committee provides ongoing technical assistance on various planning studies. The Committee defines specific work products, aids in the development of requests for proposals (RFPs), and interviews prospective consultants.

1.3.3 – MPO Citizens’ Advisory Committee

The Citizens’ Advisory Committee is a grassroots organization which provides community-based input on various transportation issues to the MPO. The Committee is appointed by the local councils of the member’s residence. Committee members may appoint ad-hoc committees to consider various issues on an as-needed basis. Members of the Committee inform the Technical and Policy Committees of the need for various community projects, and take information back to the community regarding construction schedules and other transportation-related information.

Chapter 2 – Regulatory Review

The MPO is required to abide by federal law and regulations in the administration of its programs. Moving Ahead for Progress in the 21st Century (MAP-21) is the current federal surface transportation legislation that funds 90% of MPO activities.

Section 2.1 – MAP 21

MAP-21 (P.L. 112-141) was signed into law by President Obama on July 6, 2012. It includes funding for federal-aid highways construction, Public Transportation, and transportation planning, among many other categories. It establishes national performance measurement criteria used to determine projects and funding levels. These measures include:

1. Safety
2. Infrastructure condition
3. Congestion reduction
4. System reliability
5. Freight movement and economic vitality
6. Environmental sustainability
7. Reduced project delivery delays

The MPO shall consult, as appropriate, with State and local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning the development of a long range transportation plan and MTIP.

The MPO’s Public Participation Plan shall be developed in consultation with all interested parties and shall provide that all interested parties have reasonable opportunities to comment on the contents of the LRTP and the MTIP’s updates and major revisions.

The Public Participation Plan is a living document and will be continually reviewed for possible revisions. Revisions to plans are summarized in Appendix A.

Section 2.2 – Title VI

Title VI of the Civil Rights Act requires that Federal-aid recipients prevent discrimination in all programs whether these programs are federally-funded or not. The MPO is required to implement strategies of Environmental Justice that ensure that there are no barriers to citizen involvement and that minority and low income populations are engaged in transportation decision-making. The MPO will follow three general principles provided by Environmental Justice. They include:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority and low income populations.
2. To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay of the receipt of benefits by minority and low income populations.

By providing the opportunity for everyone to participate in the transportation planning process, the MPO is ensuring that residents have the ability to express their needs and concerns thereby influencing transportation planning in their community.

Chapter 3 – Casper Area MPO Governing Documents and Plans

Section 3.1 – Unified Planning Work Program (UPWP)

The objective of the Unified Planning Work Program (UPWP) is to provide local officials and participating agencies with a method of ensuring that local and federal transportation planning resources are allocated in accordance with established governmental policies. It also provides a tool for the financial management of the programs undertaken by the MPO. The UPWP is prepared annually and describes the work activities which will be undertaken by the MPO.

The UPWP gives a general overview of the planning process and a description of the planned work program for the coming fiscal year. The UPWP is intermodal, including highway, transit, freight, and bikeway/pedestrian planning projects. Direct aviation projects are developed and overseen by the Natrona County Airport Board of Trustees, and are not included in the UPWP.

The UPWP provides guidance and structure for development of planning projects of importance to MPO members. Development of a UPWP project listing allows for the efficient use of scarce funding. The UPWP also provides a work program for the staff of the MPO.

Section 3.2 – Long Range Transportation Plan (LRTP)

The Casper Area Long Range Transportation Plan (LRTP) represents a comprehensive, cooperative, and continuing planning process for the MPO. The LRTP analyzes existing and future roadway conditions, transit operations, non-motorized facilities, rail operations, and airport operations. Specific

recommendations to address transportation deficiencies are provided in the LRTP, but more importantly the plan is intended to be flexible and capable of responding to a constantly changing community. The LRTP, along with future updates of the plan, will help the Casper MPO plan for the changing dynamics of the regional transportation system.

The LRTP analyzes individual transportation modes but also stresses the interrelationships between modes and encourages the integration of the various transportation components into a comprehensive system to meet the mobility needs of all the area's transportation users. The LRTP reflects the vision and directions of local officials, relevant agencies, stakeholders, and the general public. The LRTP is updated every five years, is formed with a proactive public involvement process, and is designed to be financially realistic.

The MPO shall provide residents, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment on the LRTP and MTIP's major revisions and updates.

Section 3.3 – Transportation Improvement Program (TIP)

The Casper Area MPO Metropolitan Transportation Improvement Program (MTIP) is the product of a comprehensive, continuing, and cooperative effort to improve the regional transportation system by local officials from the City of Casper, Bar Nunn, Evansville, Mills, Natrona County, and WYDOT.

Each year, the MPO receives federal funding from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) which is used to fund a portion of the area's highway construction, planning projects, and transit programs. Regulations established by FHWA and FTA require that all urbanized areas develop a Metropolitan Transportation Improvement Program in order to avoid duplication in planning and funding. Development of the MTIP is a prerequisite to receiving federal funds.

The TIP covers three Federal Fiscal Years. Each year covers October 1 through September 30. The first year indicated in the MTIP is the annual element. The annual element is a list of projects proposed for implementation during the first year of the program. The MTIP includes capital, planning, construction, and administration costs. The MTIP provides a framework for the efficient expenditure of transportation funds in a manner consistent with local needs and priorities during that planning period.

The projects shown in the MTIP are also components of the State Transportation Improvement Program (STIP). The MTIP, therefore, implements the various goals and objectives included in the STIP.

Only projects listed in the annual element are projects for which funding has been allocated. Funding for projects shown in the remaining years of the MTIP are not guaranteed. These projects are reviewed and reevaluated every two years. During the reevaluation process, projects may be added depending on community need. Projects are deleted if they are complete, under construction, or no longer necessary.

In conformance with the Public Participation Plan, the draft MTIP is distributed for a federally mandated 40 day public review and comment period. Following completion of the review period, any comments or issues received are addressed and reflected in the final MTIP. The fully endorsed MTIP is then approved by the Policy Committee and distributed to local jurisdictions, state agencies, and the FTA and FHWA.

Section 3.4 – FTA Program of Projects

Because the City of Casper houses the MPO and is the designated recipient of FTA Section 5307 grant funds (transit operating assistance), this public participation plan is used to satisfy the City’s responsibilities for public participation on its annual Transit Program of Projects (POP). The City, through the MPO, develops projects for the MTIP which includes transit operations funding, rolling stock, and other capital expenses.

All public notices for the MTIP must have an explicit statement that public involvement activities and times established for public review of and comments on the MTIP will satisfy the POP requirements.

Chapter 4 – Goals, Guidelines, and Policies

This Chapter defines the goals, objectives, and policies that govern the implementation of public involvement for MPO transportation planning activities. These standards document the commitment on the part of the MPO to pursue actions that will ensure effective and continuing public involvement. These objectives may be achieved using the methods provided in this section and Chapter 5.

Section 4.1 – General Guidelines

This Public Participation Plan is intended to provide direction for public involvement activities to be conducted by the MPO and contains the policies, goals, objectives, and techniques used by the MPO for public involvement. In its public participation process, the MPO will:

1. Provide timely information about transportation issues and processes to citizens, affected public agencies, representatives of transportation agencies, private providers of transportation, other interested parties, and segments of the community affected by transportation plans, programs, and projects (including but not limited to local jurisdiction concerns).
2. Provide reasonable public access to technical and policy information used in the development of the Long Range Transportation Plan, the Metropolitan Transportation Improvement Program, and other appropriate transportation plans and projects, and conduct open public meetings where matters related to transportation programs are being considered.
3. Give adequate public notice of public participation activities and allow time for public review and comment at key decision points.
4. Respond in writing, when applicable, to public input. This is required when significant written and oral comments are received on draft plans as a result of the public participation process.
5. Solicit the needs of those under-served by existing transportation systems, including but not limited to (1) the transportation disadvantaged, (2) minorities, (3) seniors, (4) persons with disabilities, and (5) low income households. The MPO shall provide reasonable opportunities for the affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation facilities, representatives of users of pedestrian

walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment on the transportation planning process.

6. Provide a public comment period of 45 calendar days prior to the adoption of the Public Participation Plan and/or any amendments. Notice of the comment period will be advertised in a newspaper of general circulation and various other publications prior to the commencement of the 45 day comment period. Notice will also be mailed to the entire MPO mailing list prior to the start of the 45-day comment period.
7. Provide a public comment period of not less than 30 calendar days prior to the adoption of the Long Range Transportation Plan, the Metropolitan Transportation Improvement Program, the Unified Planning Work Program, Transit Development Plans, any formal amendments or updates, and other appropriate transportation plans and projects.
8. Coordinate the Public Participation Process with statewide Public Participation Processes wherever possible to enhance public consideration of the issues, plans and programs, and reduces redundancies and costs.

Section 4.2 – Goals and Policies

Goal 1

To provide the public with thorough information on transportation planning services and project development in a convenient and timely manner, the MPO shall actively engage the public in the transportation planning process according to the policies contained in this Public Participation Plan and according to state and federal law.

Policy 1.1

The MPO shall maintain an updated database of contacts to provide all interested parties reasonable opportunities to comment on the transportation planning process and products, including, at a minimum, the following persons:

- General public
- Directly affected public
- Elected officials
- Affected public agency staff, including public works departments, Wyoming Department of Environmental Quality, Natrona County School District, etc.
- Property owners, including those of abutting properties and those in the vicinity of a proposed project
- Freight shippers, providers, and users of freight transportation services
- Providers and users of public transportation services, including private providers
- Business community
- Advocacy groups (Chamber of Commerce, Casper Area Economic Development Alliance (CAEDA), bicycle and pedestrian groups, various other interest groups
- Traditionally underrepresented communities including people with disabilities, children and youth, elderly, low income, and racial/ethnic minorities

- Non-English speaking public
- Emergency service providers and users
- Citizens' Advisory Committee

Policy 1.2

The MPO shall, when feasible, electronically mail meeting announcements to the MPO contact list or to targeted groups for upcoming activities.

Policy 1.3

The MPO shall employ visualization techniques to depict transportation plans. Examples of visualization techniques include charts, graphs, photo interpretation, maps, use of Geographic Information Systems (GIS), artist renderings, physical models, and/or computer simulation.

Goal 2

The MPO shall keep the public informed of ongoing transportation related activities on a continuous basis.

Policy 2.1

The MPO shall make all necessary publications and work products available electronically to the public via the MPO's webpage and at the MPO office. It will employ visualization techniques to describe transportation actions.

Policy 2.2

MPO staff shall be available to provide general and project-specific information at a central location during normal business hours and after hours at the request of community interest groups with reasonable notice.

Policy 2.3

The MPO shall produce a regional electronic newsletter for distribution to the MPO contact list. A newsletter shall be produced a minimum of four times in a year and will be sent out to all interested parties upon request. The newsletter should include, at a minimum, updates on current or recently completed projects, design projects, announcements of upcoming meetings, and contact information.

Policy 2.4

The MPO shall maintain and update a website that will provide the most current and accurate transportation planning information available. The website shall, at a minimum, contain the following information:

- a. Contact information
- b. Current MPO committee membership
- c. Meeting dates
- d. Work products and publications
- e. Links to related agencies
- f. Current by-laws

g. Public Participation Plan

Goal 3

The MPO shall encourage the involvement of all area citizens in the transportation planning process.

Policy 3.1

Target audiences shall be identified for each planning study conducted by the MPO, including residents, business and property owners, and those traditionally underserved and underrepresented populations.

Policy 3.2

The MPO shall, whenever feasible, hold public meetings at a site convenient to potentially affected citizens.

Goal 4

The MPO shall strive to continuously improve public participation.

Policy 4.1

The MPO shall continuously evaluate public involvement techniques.

Policy 4.2:

This Public Participation Plan shall be reviewed and adopted, with revisions if necessary, at least every five (5) years in order to assess and improve the effectiveness of public involvement. If amendments are needed based on changes in local, state, or federal legislation, or in response to the assessment of the effectiveness of the public participation techniques that are used by the MPO, appropriate MPO policies must be followed. The assessment will be based upon available information, such as the availability of meeting notices and information on planning activities, number and diversity of persons attending meetings and/or providing input to the process, media coverage, visits to the MPO website, comments received from meeting attendees, and results from the public involvement survey forms.

Chapter 5 – Opportunities for Public Involvement and Input

This chapter describes the core public involvement opportunities for the key MPO work products, including the Public Participation Plan, the Long Range Transportation Plan, the Metropolitan Transportation Improvement Program, and the Unified Planning Work Program. The MPO gathers public comment on each key work product and forwards the comment to the MPO Policy Committee for consideration as part of the decision making process. Table 1 (listed on page _____) describes the products and shows the core public involvement tools for each key work product and some of the special work products of the Casper MPO. The core techniques form the framework for public involvement for each key MPO product. In addition, a specific public outreach strategy will be developed for the update of each work product that will include details such as location and timing, core public involvement tools to be used, as well as any additional tools as appropriate and affordable. The public outreach will be tailored to the unique aspects of the process depending on the geographic scope, the type of projects included, the characteristics of affected communities, and the level of public interest.

The intent is to provide public notice as far in advance of MPO Policy Committee’s decisions as feasible in each situation to give citizens as much time as possible to provide well-thought out comments.

Section 5.1 – General Opportunities

Public Comment Period

A formal public comment period for submission of written comment via mail, email, or fax is held prior to the adoption of the transportation plan or program or to the adoption of amendments to the plan or program. Table 1 indicates which key MPO products have a public comment period, which is 45 days for the Public Participation Plan and generally is 30 days for the other key MPO products. The Policy Committee can decide to extend the public review period. Notice of the public review period will be issued prior to the start of the public comment period by placement of an advertisement in the Casper Star-Tribune newspaper and on the MPO website. In addition, the MPO may advertise notice in other publications and send news releases and media alerts.

The MPO staff shall review all comments received from the public. A record of all comments received for any plan, program, or document shall be kept and filed with the plan/program documents, and a summary of any public comments received shall be presented to the MPO Policy Committee at the time the plan, program, or document is adopted.

Public Meetings, Workshops, and Open Houses

All notices of public meetings, public hearings, and public comment periods for regional plans and programs shall be published in a newspaper of general circulation and on the MPO website a minimum of fifteen (15) days prior to the meeting date. MPO staff shall mail all notices of meetings, public hearings, and public comment periods for regional plans and programs to any other organizations or persons expressing interest. If a special meeting is called, the notice shall be published a minimum of three (3) days prior to the meeting.

The official notice and any press releases shall note the location, time, and date of the meeting or public hearing, length of public review period, length of public comment period, and how to submit comments, and as required by other sections of this plan, the topic(s) of the meeting.

In addition, MPO staff will post notices of the public meetings at key public locations such as Casper City Hall, the Natrona County Public Library, and on local public transit to reach underserved populations.

Staff Availability

MPO staff is available at all public meetings and during regular office hours, ideally by appointment. MPO staff responds promptly to requests for information, and take any comments via email, telephone, fax, or regular mail.

Document Availability

MPO draft and final documents are available for review and comment in the City of Casper Planning Department and the Natrona County Library prior to adoption, on other electronic media (flash drive, CD, etc.), and in paper format by request. See **Appendix E**. This includes the MTIP, the LRTP, the TDP, the PPP, and all studies funded entirely or in part by funds under MPO control. MPO staff shall obtain

copies of the STIP and make them available for public review. The MPO charges a nominal fee for printing documents.

5.1.A – Summary Table of Public Involvement

Section 5.2 – Specific Outreach Tools

Direct Mail

Direct mailings are used to announce upcoming meetings or activities or to provide information to a targeted area or group of people. Direct mailings can be post cards, letters, or flyers. An area may be targeted for a direct mailing because of potential impacts from a project. Groups are targeted that may have an interest in a specific issue. Mailings may announce project-specific meetings, public hearings, workshops, open houses, corridor studies, subarea plans, other planning studies, new publications, special events, or major activities.

Email

Meeting announcements and MPO information is emailed to interested persons that have submitted their email addresses to MPO staff. This email can provide updates or announcements about, project-specific meetings, public hearings, workshops, open houses, corridor studies, subarea plans, other planning studies, new publications, special events, recruitment to the MPO Citizens' Committee, or major activities.

Meetings

There are several different types of public meetings that can be used in the public participation process. These meeting options are as follows:

Informal Meetings with other stakeholders

Informal meetings are meetings the MPO may attend or host with individual stakeholder groups that have particular interest in an activity. These meetings may be in the setting of an existing group unrelated to the MPO. They may also be held in an informal setting, such as a resident's home or a local meeting place. Informal meetings allow interested citizens and local officials to discuss issues and concerns. Staff responsible for the facility receives firsthand information from interested community members, interest groups, and elected officials, while residents have the opportunity to ask questions and explore topics of interest regarding a project in question.

Small group meetings

Meetings with small groups that have an interest in projects such as planning studies are also appropriate. Meetings could be with homeowners or neighborhood groups, civic groups, interest groups, or other groups affected. The meetings generally include a presentation by staff followed by a question/answer period. Staff follows up on questions and comments by responding back to the group and documenting the comments through meeting notes.

Town Hall meetings

This meeting format is more informal than council meetings and provides open communication between the public and members of the representative organization. The main purpose of a town

hall meeting is to develop open communication between the public and those individuals who control the organization or committee.

Public information meetings

The MPO will use the comments received during the comment period as a gauge to indicate whether a public information meeting is needed. The meeting starts with all the stakeholders, such as the decision making agencies and the representative from the member jurisdiction, briefly explaining their role, process, and the essential components of the topic. Then, the meeting is opened for questions and comments from the audience, with staff on hand to provide answers.

Public meetings

Public meetings are different from public hearings. Public hearings are regulatory requirements that provide a formal opportunity for the public to present comments and oral testimony on a proposed agency action. Public meetings, on the other hand, are less formal. There are no formal time limits on statements and the permitting agency and/or the MPO staff, committees, or representatives usually answer questions. The purpose of the meeting is to share information and discuss issues, not to make decisions. Due to their openness and flexibility, public meetings are preferable to hearings as a forum for discussing complex or detailed issues. Public meetings sometimes complement public hearings. Public meetings can be especially useful for allowing discussion before a public hearing. Comments made during a public meeting do not become part of the official administrative record as they do during a hearing. Public Meetings provide two-way communication, with community members asking questions and the permitting agency providing responses.

Newspaper or print advertisements

As with meetings, the newspaper or other print materials allow for several different options when disseminating information for public involvement. Some of these tools include:

Display ads

These ads are used to promote meetings that are not regularly scheduled, such as public workshops for the MTIP, project specific meetings, or public hearings. They are published in the local section of the newspaper to reach a larger audience than those that typically read legal ads.

Legal Notice

Legal notices are the publication of an announcement in a newspaper which has been regularly issued at least once each week for a period of fifty-two (52) consecutive weeks prior to the date of the first publication of such notice or advertisement. Where required, MPO staff will place an advertisement which includes the time, place, and agenda for any regular, special, or emergency meeting, along with contact information.

Newsletters and free publications

Placing a notice in a newsletter distributed by a local government, a civic or community organization, neighborhood association, or in another free publication (a newspaper that highlights local or community activities) is generally an inexpensive way to target a specific audience or

segment of the community. At the same time, some publications may not be appropriate for communicating information about the MPO or its projects. By publishing information through a group that has specific political interest or bias, the MPO may be perceived as endorsing these views. Permitting agencies may want to avoid associations with groups that appear to represent the agency's interests. In any case, the relationship between the MPO and the newsletter or publication should be clear to the public. Local governments, planning commissions, zoning boards, or utilities often distribute regular newsletters. They are often willing to include information about permitting activities. Newsletters distributed by civic, trade, agricultural, religious, or community organizations can also disseminate information to interested readers at low cost. Some segments of the affected community may rely on a free local flyer, magazine, independent or commercial newspaper to share information.

Newspaper advertisements

Traditionally, public notices have often appeared as legal advertisements in the classified section of a newspaper. While this method provides a standard location for the ads, display advertisements (located along with other commercial advertisements) are more likely to reach a larger audience. Display advertisements offer an advantage since they are larger, easier to read, and are more likely to be seen by the casual reader.

Newspaper inserts

Inserts stand out from other newspaper advertisements since they come as a "loose" section of the newspaper (a format often used for glossy advertisements or other solicitations). Using texture or shapes works well to set inserts apart from other text or advertising. They provide a way to reach beyond the most-involved citizens to inform a broader segment of the community.

Open House, Workshop, or Charette

Open House

Open houses are informal meetings in a public location where people can talk to involved officials on a one-on-one basis. The meetings allow residents to ask questions and express their concerns directly to project staff. This type of gathering is helpful in accommodating individual schedules. These techniques can be set up to allow residents to talk with representatives from all interested organizations, find out more about all sides of an issue, and speak with agency officials, staff, representatives, and other groups.

Workshops/Charettes

Workshops are seminars or gatherings of small groups of people, usually between 10 and 30, led by a small number of specialists with technical expertise in a specific area. In workshops, participants typically discuss a specific project or design. Experts may be invited to explain certain aspects of the project. Workshops may help improve public understanding and to prevent or correct misconceptions. Workshops may also identify residents' concerns and encourage public input. Workshops usually include some facilitated activity like a mapping exercise or design development. These are public meetings that are generally open and informal, with information displays, handouts, and project team members interacting with the public on a one-on-one basis. Usually set

up on a drop-in basis, they may include short presentations. These are used for a wide range of MPO activities from general to specific. The purpose is to provide project information to the public and to solicit public comment. An attendance record is kept and attendees are given the opportunity to sign up for the mailing list. Workshops can focus on a single site or topic area. These types of workshops may be by invitation, last up to one full day, and involve a site visit.

Public hearing

These are public meetings used to solicit public comment on a project or issue being considered by the MPO. Hearings provide a formal setting for residents to provide comments to the MPO. They are recorded and transcribed for the record. All the major MPO activities, such as the MTIP and the LRTP, will require a public hearing as part of the adoption process.

Public Service Announcement (PSA) or Press Release

Providing information about public involvement through the news media is another great tool. The following are several methods which can be used for this purpose.

Broadcast announcements and advertisements

Notices for public meetings or other information can be, and sometimes must be, broadcast over radio or another medium. Providing notice via a paid TV advertisement or over a local cable TV station can be an effective way to disseminate information. Paid advertisements can be expensive and may be seen by the public as “taking a side.” This drawback can be eliminated by limiting information to the facts (time, date, and location). Some local access cable TV stations run a text-based community bulletin board, which may provide a useful way to distribute information.

Public Service Announcements

Radio and television stations often broadcast, without charge, a certain number of announcements on behalf of charities, government agencies, and community groups. In particular, they are likely to run announcements of public meetings, events, or other opportunities for the public to participate.

Press releases and Press kits

Press releases are statements that the MPO sends to the news media. They are used to publicize progress or key milestones in the MPO process. Press releases can effectively and quickly disseminate information to large numbers of people. They also may be used to announce public meetings, report the results of public meetings or studies, and describe how resident concerns were considered in the plan or project development. Press kits consist of a packet of relevant information that the MPO distributes to reporters. The press kit should summarize key information about the permitting process or corrective action activities.

Web notice

Web notices can be issued through either a project-specific website or through the MPO website housed through the City of Casper.

Project-specific website

General or project-specific websites offer an opportunity for public input that is flexible and not staff intensive. The general MPO site provides background information about the MPO, its activities, the transportation planning process, and opportunities for the public to become involved. Project-specific websites can be used to display extensive information about individual projects, such as major MPO activities like the LRTP. These sites are used when project information is too extensive to be included on the MPO site. Project websites can contain study area maps, meeting announcements, descriptions of potential alternatives, comment forms, user surveys, and project team contact information. The general MPO site provides links to project sites. The public may provide input through either the MPO website or project specific websites. Websites offer the option of interactive ways to reach the public.

MPO website

The Casper Area MPO website provides basic information about the MPO process, members, meeting times, and contact information. The site includes information about specific products of the MPO, such as an update of the LRTP. MPO documents, such as the Public Participation Plan and the MTIP will also be made available for downloading from the site. The site provides many links to other transportation-related sites. The site is used to promote regular and special meeting, planning studies, publications, and work products.

Chapter 6 – Public Participation Tools

Section 6.1 – Public Participation Tools

Citizens' Committee

A local Citizens' Committee provides an opportunity for gathering input from residents. Elected officials usually appoint the members of this Committee. Typically, the committee meets several times throughout the year, depending on the issues or number of studies taking place at a given time. Their comments and concerns are forwarded to the MPO Technical and Policy committees.

Comment Form

Comment forms are often used to solicit public comment on specific issues presented at a workshop, open house, or other public meeting or hearing. Comment forms can be very general in nature or can ask for very specific feedback. For example, a comment form may ask for comments on specific alignment alternatives considered during a corridor study, or may ask for a person's general feelings about any aspect of transportation. Comment forms can also be included in publications and on websites to solicit input regarding the subject of the publication and/or the format of the publication or website. These are ideal for residents who are intimidated by public speaking at a standard public hearing.

Consultation with agencies

Involving and engaging representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of pedestrian walkways and bicycle transportation

facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment is an important function given the significance these entities serve in the understanding of transportation issues and opportunities in the region. MPO staff will assemble and maintain a database of names and addresses of interested social and civic groups, neighborhood and community associations, and individuals to assist in the public outreach. The electronic list of names will also serve as a direct mailing list for notification of meetings. Notification of the meetings and documents will be made in a timely manner to provide adequate notice of public meetings and opportunities to comment on the documents. The current list of interested parties is listed in Appendix C. To supplement the database, members of the public will be asked if they would like to be included on the mailing list at each public meeting. Mailing and email addresses will be requested. Email messages and/or post cards will be sent to individuals and groups notifying them of meetings.

Focus group

Focus groups involve an invited group of participants interacting with an experienced moderator for a short time frame. The focus group consists of screened participants, usually selected randomly from a targeted group or groups. Often, the moderator uses the same discussion outline or questions to obtain input from several focus groups, each group targeting a different segment of the community, such as from a particular geographic location or age group. The focus group provides qualitative feedback from the community and offers flexibility for the moderator to probe relevant topics that arise from the discussion. Examples of uses for focus groups include identifying perceptions and misperceptions around issues, and identifying potential problem areas and barriers for particular user groups. Focus groups complement interviews during community assessments or important activities surrounding a project. The MPO may want to consider focus groups to gauge public opinion before controversial activities or processes.

Key person interviews

MPO staff interviews key persons during many planning processes to gain insight into their specializations, needs, and function in making transportation planning/engineering decisions. Key persons can be consulted throughout a planning process, but are typically consulted early on regarding existing conditions information, issues, opportunities, and goals for a given project.

Presentations

MPO staff presents information to the public and interest groups during all its planning processes. MPO staff is available to present about any MPO plan or program upon request.

Public outreach strategy

A public outreach strategy is developed for the update of each specific work product. It includes details, such as location and timing, about the core public involvement tools for the specific update as well as any additional tools (if appropriate and affordable). The public outreach strategy will be tailored to the unique aspects of the process, depending on the geographic scope, scale of the product update (major or minor), the type of projects included, the characteristics of affected communities, and the level of public interest.

Public Participation Plan

A public participation plan, sometimes called a public involvement plan, is an adopted document that directs the MPO regarding the core public involvement tools to use when developing the key MPO products. The purpose of the plan is to provide broad public participation during the development, review, and refinement of regional transportation programs.

Question and Answer session

These sessions make knowledgeable staff available to stakeholders to discuss activities, projects, or issues. Question and answer sessions typically accompany a presentation, briefing, or meeting. Anyone at the event who needs more information will have the opportunity to speak with officials after the event. These sessions can be informal or formal.

Stakeholder and community interviews

These interviews are informal, face-to-face or telephone interviews held with local residents, elected officials, community groups, and other individuals to acquire information on citizen concerns and attitudes about a study. The interviews may be conducted by facility staff, the citizens' advisory committee, or other volunteers. Interviews can play an important role in the community assessment, which usually takes place at the beginning of a process or project. Interviews will not be necessary in every situation. They are particularly helpful in situations where there is perceived controversial issues or there is potential to receive high levels of public interest. This method allows the MPO, related agencies, and public interest groups to tailor regulatory requirements and additional activities to fit the needs of particular areas. Information obtained through these interviews is typically used to assess the community's concerns and information needs and to prepare a public participation plan, which outlines a community-specific strategy for responding to the concerns identified in the interview process.

Surveys, Questionnaires, and Telephone Polls

Surveys are used when very specific input from the public is desired. A survey can be used to ask very specific questions or a broad general set of questions. Surveys are also used to gather technical data during corridor and planning studies. A survey can also be used to measure public awareness about transportation choices. Other uses for surveys include gathering information about daily travel patterns, gathering input on proposed strategies or alternatives, and asking the public about the best way to involve them in transportation planning. Surveys may be oral or written, used in person or by mail, and distributed either to specific segments of the community or to representative samples. Informal surveys can be a short questionnaire on the comment sheet, verbal at the sign-up table, or even asking meeting attendees a few questions to gauge the group's sentiment on an issue.

Task force

The task force is comprised of invited participants with a high level of knowledge about transportation planning and a willingness to commit to what is usually an extended meeting or series of meetings. The work of the task force is in depth and often technical in nature, such as identifying and evaluating strategies for achieving the goals and objectives of a specific plan,

providing input on ways to reduce demand on the transportation system, and evaluating strategies for urban development that reduce the need to rely on the automobile. The task force requires a high level of involvement on the part of both participants and staff, but provides more extensive and in-depth input than possible with outreach techniques that target the general public.

Visual preference survey

The visual preference survey involves many residents in a unique, interactive manner. Participants rate images of development and facilities based on their initial reaction. A primary goal of this technique is to offer “regular citizens” a way to participate by evaluating the desirable and undesirable physical, visual, and spatial features of transportation systems and development. A questionnaire obtains a demographic profile of the participants. Participation can be through a slide show or PowerPoint presentation at viewing events, social media, or cable television.

Section 6.2 – Information Tools

Database and distribution lists

MPO staff will maintain a master database of all contacts, both business and public, on a continuous basis. The database includes committee membership, mailing information, phone and fax numbers, and email addresses. Mailing lists are both important databases and essential communication tools. Mailing lists ensure that concerned community members receive relevant information. The database is used for maintaining up-to-date committee membership lists, interested parties, interest groups, homeowner’s association contacts, and the newsletter mailing list. Mailing lists typically include concerned residents, elected officials, appropriate federal, state, and local government contacts, local media, organized environmental groups, civic, religious and community organizations, facility employees, and local businesses. The database will be used to establish and maintain a list of email contacts for meeting notification and announcements. The database is used to enhance other public involvement activities.

Door to Door Canvassing

Canvassing is a way to collect and distribute information by calling on community members individually and directly. Public interest groups have long used such techniques, and they also may be useful for MPO staff as a way to gauge public interest during the community assessment stage. The MPO may consider using this tool to interact with the community in situations where public interest is very high or in other situations where direct contact with residents is essential. During these interactions, canvassers can field questions about activities, discuss concerns, and provide fact sheets or other materials. Some residents may want to find out more about the activity by signing up for mailing lists or by attending an upcoming event.

Exhibits, displays, signs, posters, and bulletin boards

A variety of exhibits and displays can provide general information, such as introducing a large project. Locations for the displays include community workshops, public locations, open houses, and similar events designed to attract the public. Signs can be a useful means of public notice, especially for residents and neighbors of the facility or planned facility. A sign on the site should be

large enough so that passers-by, whether on foot or in a vehicle, can read it. Another option is to place posters or bulletins on community bulletin boards where people are likely to see them. The signs should contain the same information as a written or broadcast notice.

Fact sheets or brochures

Fact sheets, infographics, or brochures provide summary information regarding MPO policy, process, programs, and projects. Fact sheets can be distributed at public meetings, on the MPO website, at grocery stores, and in public places such as libraries and community centers. Individuals and interest groups can request fact sheets directly from the MPO staff office or download them from the MPO website if posted. The fact sheet, infographic, or brochure should be public-friendly, i.e., brief, easy to read and understand, written for the eighth grade reading level, use direct language free of acronyms and jargon, and include liberal use of graphics to help deliver the message.

Information repository

An information repository is a collection of documents related to an activity, program, or corrective action. A repository can take information readily available to people who are interested in learning about MPO activities in their community in greater detail. The MPO website is a good resource for storing detailed information in an organized manner. Staff will maintain a log of all previous studies, including tagged references, available on the website. Visitors at the website can request studies based on their reference number, and an electronic copy of that study will be sent to the requestor.

Logo

A logo representing the MPO will identify products and publications of the MPO. A logo helps the public become familiar with the different activities of the MPO by providing a means of recognizing MPO products. The logo should be used on all materials, including those developed by consultants working on MPO sponsored projects.

Newsletter

Newsletters, either hard copy or in electronic version, can be used for ongoing communication or for an as-needed project-specific basis. Distribution can be general or targeted. The general mailing list includes all interest parties, agencies, media, and individuals. Targeted mailings are usually sent to residents, businesses, and property owners in the area impacted by a particular party. Residents are added to the general distribution list by their own request. Opportunities to request being added to the list occur during public meetings hosted by the MPO, on the MPO website, and when residents contact MPO staff. Each issue of the newsletter includes staff contact information, upcoming meeting schedules, the MPO website address, project highlights, and current planning or project status reports. The newsletter can be used to highlight major MPO projects or activities, such as the adoption of project priorities, and report information regarding significant transportation issues, MPO awards and other one-time activities. The newsletter can be used to inform the public of upcoming special meetings, alternatives being proposed in the area, planning studies, publications, and work products. When MPO or project-specific newsletters are not used, articles may be prepared for publication in other newsletters produced by municipalities,

neighborhood groups, homeowner associations, church groups, civic groups, or others that may have an interest in the project. These articles are subject to the publication dates and space restrictions of the individual publishers.

Response to comments

Often called a Comments and Response Summary, this responds to the comments received during a formal public comment period. This document includes staff recommendation to decision makers for changing the draft project or document in response to the comment, and the reason for those changes. The response to comments briefly describes and responds to all significant comments that were received during the public comment period. The response to comments should be written in a clear and understandable style so that it is easy for the community to understand the reasons for the final decision and how public comments were considered.

Telephone networks, phone trees, or automated phone messages

This method provides an inexpensive, yet personal, manner of spreading information. The lead agency, facility, or organization calls the first list of people who, in turn, are responsible for calling an additional number of interested people. Phone trees are a good way to provide back up plans or reminders while reducing the number of calls made by individual staff members. As an alternative to calling the first tier, the lead agency, facility, or organization may want to distribute a short written notice. Using an automated phone message system is another alternative.

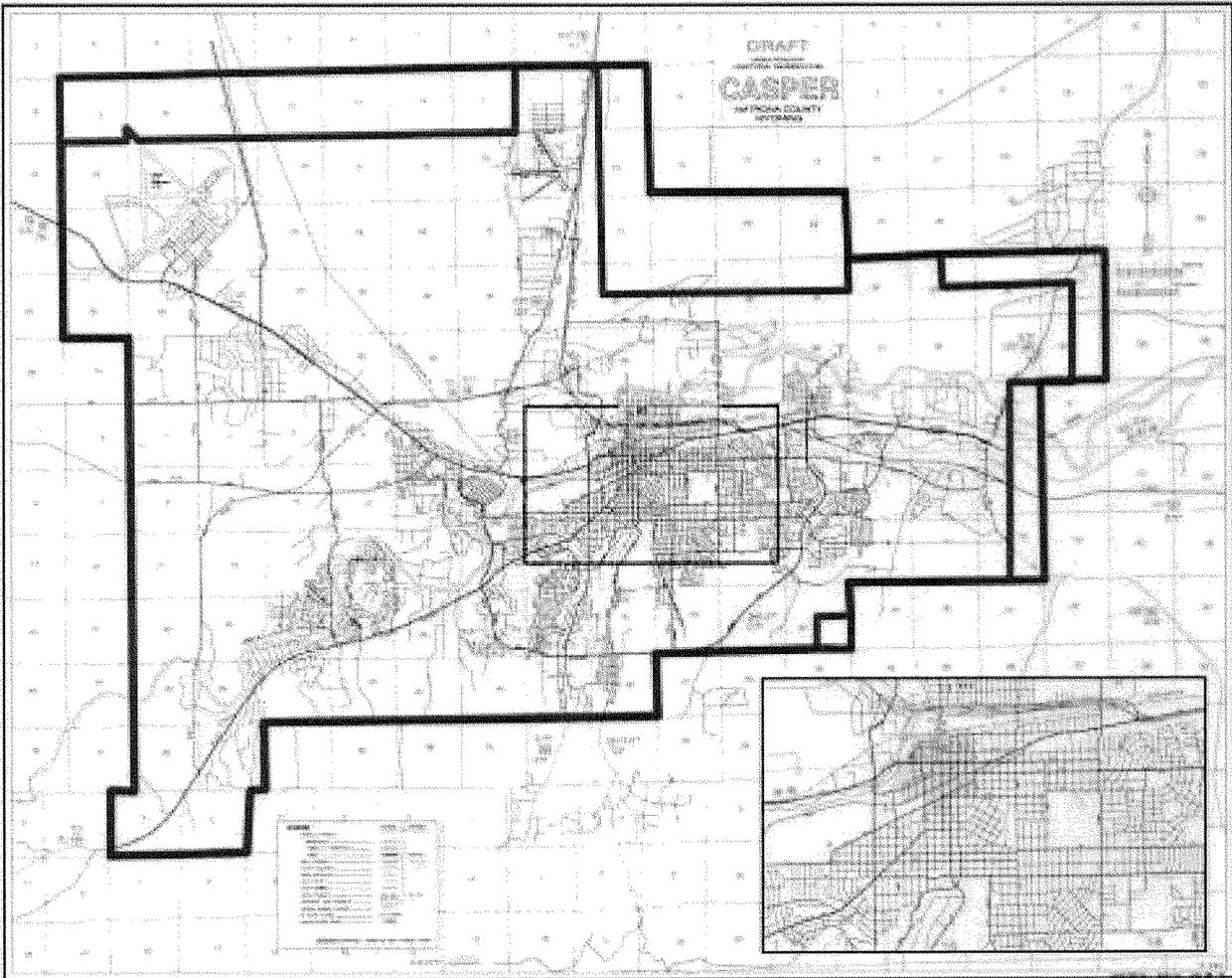
Presentations, videos, PowerPoint, and Prezi

Visual presentations can be used as informational tools and to document public involvement events. They help improve public understanding of the issues associated with a permitting or corrective action. They can be broadcast on public television channels, shown at events, loaded onto a website, and used for a presentation to public officials. These graphic tools are an effective way to stretch staff resources in making presentations and help generate interest in the topic.

Unsolicited information and office visits

Information may arrive in the form of unsolicited phone calls, letters, and meetings. While this type of information is not always asked for, it can be helpful. Resident stakeholders may want to visit the agency's office or the facility itself. In this situation, the visiting stakeholders will want to meet with the person who works most directly with their concerns.

Appendix A – Casper Area MPO Boundary Map



Appendix B – Casper Area MPO Contact Information

Mail: Supervisor
Casper Area Metropolitan Planning Organization
200 North David Street
Casper, WY 82061

Phone: (307) 235-8255
Fax: (307) 235-8362
Email: anelson@cityofcasperwy.com
Website: www.casperwy.gov

Appendix C – Interested Parties List

Name	Address	Phone	Email
Chamber of Commerce	500 N Center St, Casper, WY 82601	307-234-5311	
Casper Area Economic Development Alliance	300 So. Wolcott St., Suite 300, Casper, WY 82601	307-577-7011	bill@caeda.net noelle@caeda.net
Downtown Development Authority	109 W 2nd St, Casper, WY 82601	307-235-6710	ceo@downtowncasper.com
WYDOT District 2	900 Bryan Stock Trail, Casper, WY 82601	307-473-3200	
Wyoming Trucking Association	555 North Poplar, Casper, Wyoming 82601	307-234-7082	
Casper/Natrona County Int'l Airport	8500 Airport Parkway, Casper, WY 82604	307-472-6688	glenn@iflycasper.com
Wyoming Independent Living	305 W First Street Casper, WY 82601	307-266-6956	bthomas@wilr.org
Casper Area Transportation Coalition	1715 East 4 th Street, Casper, WY 82601	307-237-4287	marge@catcbus.com
Natrona County School District	970 North Glenn Road, Casper, WY 82601	307-253-5200	kelly_eastes@natronaschools.org
Natrona County Commission	200 North Center Street, Casper, WY 82601	307-235-9202	nccommissioners@natronacounty-wy.gov
Evansville Public Works	235 Curtis St, Evansville, WY 82636	307-234-6530	
Mills Public Works		307-234-6679	mcoleman@millswy.com
Casper Public Services	200 North David Street, Casper, WY 82601	307-235-8400	abeamer@cityofcasperwy.com
Town of Bar Nunn	4820 Wardwell Industrial Avenue, Bar Nunn	307-237-7269	townofbarnunn@townofbarnunn.com
Rocky Mountain Power	2840 E. Yellowstone Hwy, Casper WY 82609	307-577-6933	
U.S. Bureau of Land Management	2987 Prospector Drive, Casper, WY 82604	307-261-7600	
Federal Highway Administration	2617 East Lincolnway Ste D, Cheyenne WY 82001	307-772-2101	Wyoming.FHWA@dot.gov
Natrona County Emergency Mgt	200 North Center Street, Casper WY 82601	307-235-9205	ncema@natronacounty-wy.gov

Other unspecified parties which may be interested in MPO projects may include:

- Developers
- Directly affected public
- General public
- Human Service agencies
- Non-English speaking public
- Users of public transportation services
- Traditionally underrepresented communities

Appendix D – Locations for Review of MPO Documents

City of Casper Community Development Department
200 North David Street
Casper, WY 82601

Natrona County Public Library
307 East 2nd Street
Casper, WY 82601

Appendix E – Glossary of Acronyms and Definitions

Acronyms

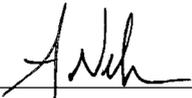
3-C	Continuing, comprehensive, and cooperative planning process
3R	Resurfacing, restoring, and rehabilitating
AAA	American Automobile Association
AASHO	American Association of State Highway Officials
AASHTO	American Association of State Highway & Transportation Officials
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
AMPO	Association of Metropolitan Planning Organizations
APA	American Planning Association
APTA	American Public Transportation Association
BMS	Bridge Management System
BRT	Bus Rapid Transit
BTS	Bureau of Transportation Statistics
CAA	Clean Air Act
CAAA	Clean Air Act Amendments
CATPP	Casper Area Transportation Planning Process
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality Program
CMS	Congestion Management System
COG	Council of Governments
DEIS	Draft Environment Impact Statement
DEQ	Department of Environmental Quality
DOT	Department of Transportation
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EJ	Environmental Justice
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographic Information System
GPS	Global Positioning System
HCM	Highway Capacity Manual
HOW	High Occupancy Vehicle

HRB	Highway Research Board
HSR	High Speed Rail
IFB	Invitation for Bid, or sealed bid
I/M	Inspection and Maintenance
ICC	Interstate Commerce Commission
HIS	Interstate Highway System
IM	Interstate Maintenance
ITS	Intelligent Transportation Systems
IVHS	Intelligent Vehicle Highway Systems
JARC	Job Access and Reverse Commute
LCDC	Land Conservation and Development Commission
LOS	Level of Service
LRT	Light Rail Transit
L RTP	Long Range Transportation Plan (see MTP)
MAP-21	Moving Ahead for Progress in the 21 st Century
MIS	Major Investment Study
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPC	Metropolitan Policy Committee
MPO	Metropolitan Planning Organization
MSA	Metropolitan Statistical Area
MTP	Metropolitan Transportation Plan (see LRTP)
MTIP	Metropolitan Transportation Improvement Program
MUTCD	Manual on Uniform Traffic Control Devices
NAA	Non-attainment Area
NAAQS	National Ambient Air Quality Standards
NEPA	National Environmental Policy Act of 1969
NHS	National Highway System
NHTSA	National Highway Traffic Safety Administration
PCR	Pavement Condition Rating
PE	Preliminary Engineering
PL	Planning Funds
PMS	Pavement Management System
POP	Program of Projects
PPM	Policy and Procedure Memorandum
PS&E	Plans, Specifications, and Estimates
RFP	Request for Proposal
RFQ	Request for Qualifications
ROW	Right of Way
RR	Railroad
RTP	Regional Transportation Plan
SDC	System Development Change

SHTF	State Highway Trust Fund
SIB	State Infrastructure Bank
SIP	State Implementation Plan
SOV	Single Occupancy Vehicle
SPR	State Planning and Research funds
STA	Special Transportation Area
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
STPP	Surface Transportation Policy Project
TAC	Technical Advisory Committee
TAZ	Traffic Analysis Zone
TCM	Transportation Control Measure
TDM	Transportation Demand Management
TDP	Transit Development Plan
TIP	Transportation Improvement Program
TMA	Transportation Management Area
TMSF	Transportation Management System Fee
TO	Transportation Options
TOD	Transit Oriented Development
TPC	Transportation Planning Committee
TPR	Transportation Planning Rule
TRB	Transportation Research Board
TSI	Transportation System Improvements
TSM	Transportation System Management
TSP	Transportation System Plan
TUF	Transportation Utility Fee
UGB	Urban Growth Boundary
UPWP	Unified Planning Work Program
V/C	Volume to Capacity
VMT	Vehicle Miles Traveled
VPD	Vehicles per Day
WYDOT	Wyoming Department of Transportation

Equity Analysis to determine site or location of facilities

No new facilities or projects falling into this category were conducted during the reporting period for the City of Casper or its transit operator for the 2016 Title VI Program.



Andrew Nelson
MPO Manager

4-19-16
Date

**City of Casper Transit Program
System-Wide Standards and Policies**

All days	Peak	Base	Evening	Night
Regional Pulse	30	30	30	0

FTA requires all fixed route transit providers of public transportation to develop *quantitative* and *qualitative* standards. The type of standard is defined as follows:

Quantitative:

1. Vehicle Load
2. Vehicle headway
3. On-time performance
4. Service availability

Qualitative:

1. Vehicle Assignment
2. Transit Amenities

These policies are set by the City; therefore, they will apply solely to the City of Casper and its transit operator rather than implementing policies found across the entire transit industry.

Vehicle Load Standards

Vehicle Type	Average Passenger Capacities			
	Seated	Standing	Total	Maximum Load Factor
16 passenger	16	0	16	1.0
18 passenger	18	0	18	1.0
30 passenger	30	0	30	1.0

The average of all loads should not exceed vehicles' achievable capacities based on available seat capacities.

Vehicle Headway Standards

Service operates on a pulse system, with buses departing every hour from a centrally located transfer point located just south of 2nd Street along Beech Street or from transfer points at the East and West Wal-Marts. Each "pulse" operates on one-half hour routes, resulting in each bus reaching a transfer point twice each hour.

On-Time Performance Standards

Ninety-five (95) percent of the fixed route buses in the City of Casper will complete their established runs no more than five minutes late in comparison to the established schedule/published timetables. On-time performance will be determined through monthly reports submitted by CATC to the City.

Service Availability Standards

The City of Casper will distribute transit service so that 70% of all City residents are within a one-quarter (¼) mile walk of bus service. See Figure 5-26 for a current service distribution map.

Distribution of Transit Amenities

Installation of transit amenities along bus routes are based on the number of passenger boardings at stops along those routes, as well as at locations that serve key demographic areas of senior citizens and disabled persons such as residential retirement communities, medical centers, and social service organizations.

Vehicle Assignment

Vehicles will be assigned to routes as needed and as service demands. Bus assignments take into account the operating characteristics of buses of various lengths, which are matched to the operating characteristics of the route. For example, the Mills Purple Line may use a smaller 18 passenger bus due to lower demand in that community. However, all buses will meet the same standard service capabilities and accessibility requirements, regardless of the route or cities they serve.





ACS Population Summary

Polygon 9
Area: 145.3 square miles

Prepared by Esri

	2009 - 2013 ACS Estimate	Percent	MOE(±)	Reliability
POPULATION AGE 5+ YEARS BY LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH				
Total	66,020	100.0%	1,817	III
5 to 17 years				
Speak only English	11,475	17.4%	834	III
Speak Spanish	597	0.9%	197	II
Speak English "very well" or "well"	546	0.8%	178	II
Speak English "not well"	51	0.1%	56	I
Speak English "not at all"	0	0.0%	0	
Speak other Indo-European languages	71	0.1%	68	I
Speak English "very well" or "well"	57	0.1%	67	I
Speak English "not well"	14	0.0%	24	I
Speak English "not at all"	0	0.0%	0	
Speak Asian and Pacific Island languages	3	0.0%	49	I
Speak English "very well" or "well"	0	0.0%	0	
Speak English "not well"	3	0.0%	49	I
Speak English "not at all"	0	0.0%	0	
Speak other languages	7	0.0%	9	I
Speak English "very well" or "well"	7	0.0%	9	I
Speak English "not well"	0	0.0%	0	
Speak English "not at all"	0	0.0%	0	
18 to 64 years				
Speak only English	42,372	64.2%	1,334	III
Speak Spanish	1,865	2.8%	429	II
Speak English "very well" or "well"	1,459	2.2%	323	II
Speak English "not well"	314	0.5%	169	II
Speak English "not at all"	92	0.1%	65	I
Speak other Indo-European languages	428	0.6%	149	II
Speak English "very well" or "well"	402	0.6%	145	II
Speak English "not well"	26	0.0%	34	I
Speak English "not at all"	0	0.0%	0	
Speak Asian and Pacific Island languages	250	0.4%	129	II
Speak English "very well" or "well"	245	0.4%	120	II
Speak English "not well"	5	0.0%	8	I
Speak English "not at all"	0	0.0%	0	
Speak other languages	42	0.1%	37	I
Speak English "very well" or "well"	41	0.1%	36	I
Speak English "not well"	0	0.0%	0	
Speak English "not at all"	1	0.0%	2	I
65 years and over				
Speak only English	8,589	13.0%	517	III
Speak Spanish	192	0.3%	77	II
Speak English "very well" or "well"	155	0.2%	72	II
Speak English "not well"	19	0.0%	21	I
Speak English "not at all"	18	0.0%	20	I
Speak other Indo-European languages	107	0.2%	59	II
Speak English "very well" or "well"	107	0.2%	59	II
Speak English "not well"	0	0.0%	0	
Speak English "not at all"	0	0.0%	0	
Speak Asian and Pacific Island languages	9	0.0%	16	I
Speak English "very well" or "well"	0	0.0%	0	
Speak English "not well"	9	0.0%	16	I
Speak English "not at all"	0	0.0%	0	
Speak other languages	14	0.0%	22	I
Speak English "very well" or "well"	14	0.0%	22	I
Speak English "not well"	0	0.0%	0	
Speak English "not at all"	0	0.0%	0	

Source: U.S. Census Bureau, 2009-2013 American Community Survey

Reliability: III high II medium I low

April 19, 2016

APPROVAL AS TO FORM

I have reviewed the attached *City of Casper Title VI Plan Related to Transportation Planning and Transportation Improvements*, submitted to the *Federal Transit Administration*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: April 21, 2016



Wallace Trembath III
Assistant City Attorney

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 SEQ.

WHEREAS, the Department of Transportation requires every Federal Transit Administration Grantee to have an approved Title VI program; and,

WHEREAS, the City of Casper is a designated Recipient of Federal Transportation Assistance as defined by 49 U.S.C. § 5307(a)(2); and,

WHEREAS, the City of Casper desires to remain a Designated Recipient of the Federal Transit Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is authorized to execute and file the Title VI Program on behalf of the City of Casper with the Federal Transit Administration authorized by 42 U.S.C. § 2000d et seq.

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 10, 2016

MEMO TO: V.H. McDonald, CPA, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Consideration of a Vacation and Replat Creating the McKinley Heights Subdivision

Recommendation:

That Council, by resolution, approve a vacation and replat of Tract B of Falcon Crest III and Tract B and Tract C of Falcon Crest IV, to create the McKinley Heights Subdivision, as recommended by the Planning and Zoning Commission.

Summary:

David and Carlos Iparraguirre (Owners) have applied to replat 1.71-acres, described as Tract B of Falcon Crest III Addition and Tract B and Tract C of Falcon Crest IV Addition, to create the McKinley Heights Subdivision. The property is currently undeveloped, and is zoned R-4 (High Density Residential) following a zone change approved by the Planning & Zoning Commission in October of 2014. Surrounding zoning consists of R3 (One to Four Unit Residential) and PUD (Planned Unit Development) to the southwest. Land uses in the immediate area are predominately single-family and multi-family residential, with outside, and inside, commercial storage located southwest of the subject property. The land south of the subject property is platted, but is undeveloped County land. Land immediately east of the property is owned by the City of Casper and dedicated as a floodway area. The proposed plat is creating sixteen (16) residential lots with the intent to build twin homes. The proposed lots range in size from 4,000 square feet up to 6,325 square feet. The minimum lot size in the R-4 zoning district for twin homes is 4,000 square feet per dwelling unit.

South McKinley Street functions as a major collector street to afford maximum transportation movements along this north/south corridor. Per Section 16.16.020(C)(6) of the Casper Municipal Code, residential lots shall not front (access) onto arterial or collector streets without the approval of the Planning & Zoning Commission. The Planning and Zoning Commission tabled the proposal at the March 17, 2016, and directed the applicant to redesign the subdivision to minimize points of access on South McKinley Street. The applicant redesigned the subdivision, and resubmitted it for consideration at the April 21, 2016 Planning and Zoning Commission meeting. The redesign creates a one-way, private access driveway along the McKinley Street frontage of the lots. The result is that the points of access along South McKinley Street have been limited to two (2), an entrance and an exit. The City Engineer has indicated this is an improvement over the first design of McKinley Heights from a traffic management and safety standpoint.

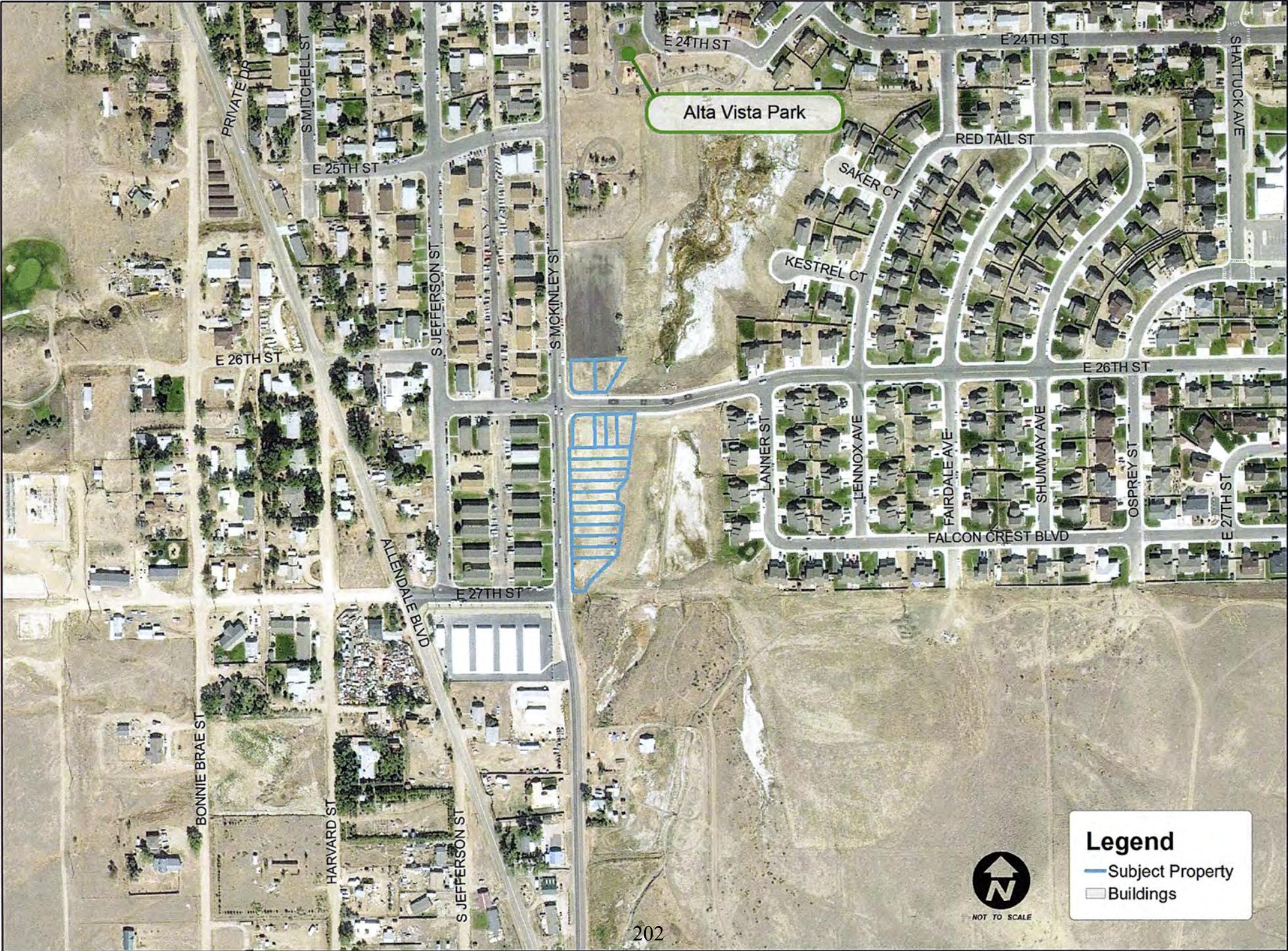
The Planning and Zoning Commission approved the revised McKinley Heights plat at its April 21, 2016 public hearing, and is forwarding four (4) recommended conditions of approval for the Council's consideration. Those conditions are:

1. Owners shall repair any damaged or deficient sidewalks along the South McKinley Street and East 26th Street frontage of the subject property, as directed by the City Engineer.
2. The ingress/egress private driveway providing access to the lots fronting South McKinley Street shall be designated as one-way only and appropriate signage shall be installed at the Owners' sole cost and expense.
3. The private driveway shall be paved to City standard specifications.
4. The private driveway shall be constructed with a minimum paved width of twenty-four (24) feet to allow for adequate width for emergency access if vehicles are parked along the driveway.

The applicants spoke in favor of the replat, and one (1) neighbor spoke in opposition to the replat, citing concerns with the development of the vacant parcel, and desires to remain as open space.

A resolution and a subdivision agreement have been prepared for the City Council's consideration.

McKinley Heights Subdivision



Alta Vista Park

Legend

- Subject Property
- ▭ Buildings



NOT TO SCALE

FINAL PLAT OF
"MCKINLEY HEIGHTS"
 TO THE CITY OF CASPER, WYOMING

BEING A VACATION AND REPLAT OF TRACT B OF FALCON CREST III, AND TRACT B AND TRACT C OF FALCON CREST IV, SITUATED IN AND BEING A PORTION OF THE SE1/4SW1/4, SECTION 15, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

SCALE: 1"=40'

CERTIFICATE OF DEDICATION

Carlos Iparaguire and David Iparaguire hereby certify that they are the owners and proprietors of the foregoing Parcels being all of Tract B, Falcon Crest III, an addition to the City of Casper as recorded as Instrument No. 823975, and being all of Tract B and Tract C, Falcon Crest IV, an addition to the City of Casper as recorded as Instrument No. 823979 in the office of the County Clerk of Natrona County, Wyoming and located in and being a portion of the SE1/4SW1/4, Section 15, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

- Parcel 1:
 Beginning at a brass cap at the southeast corner of The McKinley Addition, an addition to the City of Casper as recorded as Instrument No. 370810 in the office of the County Clerk of Natrona County, Wyoming; thence along the west line of Tract A of Falcon Crest III, S29°58'33"W, 105.33 feet to a brass cap; thence along the north right-of-way line of East 26th Street, S88°37'34"W, 75.34 feet to a brass cap; thence 31.42 feet along a non-tangent curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of N46°22'26"W, and a chord length of 28.28 feet to a brass cap in the east right-of-way line of South McKinley Street; thence along the east right-of-way line of South McKinley Street, N1°22'26"W, 70.04 feet to a brass cap in the south line of said The McKinley Addition; thence along the south line of The McKinley Addition, N68°39'36"E, 150.10 feet to the Point of Beginning.
- Parcel 2:
 Beginning at a brass cap at the northwest corner of Tract A of Falcon Crest IV; thence along the west line of said Tract A for the next 7 calls, 57°11'14"W, 178.79 feet to a brass cap; thence S37°33'30"W, 43.35 feet to a brass cap; thence S0°28'16"E, 29.32 feet to a brass cap; thence S52°44'02"E, 20.80 feet to a brass cap; thence S7°08'59"W, 131.00 feet to a brass cap; thence S45°20'22"W, 106.57 feet to a brass cap; thence S26°04'46"W, 28.33 feet to a brass cap at the southwest corner of said Tract A and a point in the north section line of Section 22; thence along the north section line of said Section 22, S89°29'26"W, 32.72 feet to a brass cap in the east right-of-way line of South McKinley Street; thence along the east right-of-way line of said South McKinley Street for the next 4 calls, N1°23'03"W, 239.91 feet to a brass cap; thence N1°23'13"W, 149.77 feet to a brass cap; thence N68°26'45"E, 10.03 feet to a brass cap; thence N1°23'10"W, 69.91 feet to a brass cap; thence 31.42 feet along a non-tangent curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of N43°37'34"E, and a chord length of 28.28 feet to a brass cap in the south right-of-way line of East 26th Street; thence along the south right-of-way line of East 26th Street, N88°37'34"E, 151.77 feet to the Point of Beginning.

The above described Parcels contain 1.71 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 forgoing 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 "MCKINLEY HEIGHTS", an addition to the City of Casper, Wyoming. The above named owner and proprietor does hereby dedicate 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

Carlos Iparaguire
 2976 Silver Ridge Trail
 Medina, Ohio 44256

Carlos Iparaguire - Owner

STATE OF WYOMING)
 NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by:
 Carlos Iparaguire - Owner
 as a free and voluntary act and deed. 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

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

ATTEST: _____
 CITY CLERK

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016.

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016.

OWNER

David Iparaguire
 2976 Silver Ridge Trail
 Medina, Ohio 44256

David Iparaguire - Owner

STATE OF WYOMING)
 NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by:
 David Iparaguire - Owner
 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 "MCKINLEY HEIGHTS" as laid out, plotted, 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)
 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

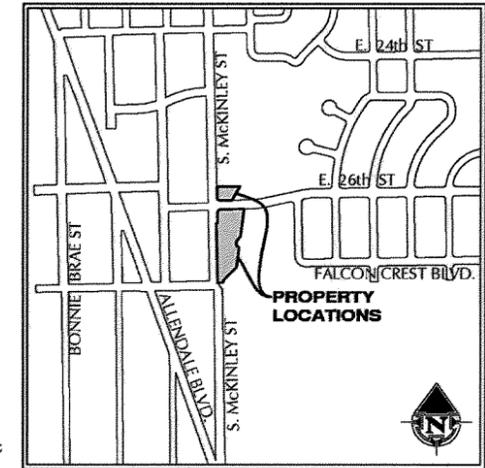
NOTES

- ERROR OF CLOSURE
 PARCEL 1 = 1:72,045
 PARCEL 2 = 1:174,813
- 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.
- MUTUAL ACCESS EASEMENT FOR THE BENEFIT OF LOTS 1-10, MCKINLEY HEIGHTS.

LEGEND

- RECOVERED BRASS CAP
 - RECOVERED A.C. SET BRASS CAP
 - SET 5/8" REBAR W/ALUMINUM CAP
 - PLAT BOUNDARY
 - LOT LINES
 - EASEMENT LINES
 - MEASURED
 - RECORD
- N52°14'56" W, 308.40'
 (N52°14'56" W, 308.40')

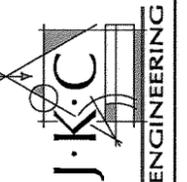
AFFIX RECORDING LABEL HERE



VICINITY MAP
 1" = 600'

FINAL PLAT OF
"MCKINLEY HEIGHTS"
 TO THE CITY OF CASPER, WYOMING
 BEING A VACATION AND REPLAT OF TRACT B OF FALCON CREST III, AND TRACT B AND TRACT C OF FALCON CREST IV, SITUATED IN AND BEING A PORTION OF THE SE1/4SW1/4, SECTION 15, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

DATE: 3/24/2016
 PROJECT #: 15-72
 DRAWN BY: SAS
 SHEET TITLE:
 RECORD OF SURVEY
 SHEET NUMBER
1 OF 1



ENGINEERING • SURVEYING • GIS MAPPING
 CONSTRUCTION MANAGEMENT
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
 Ph: 307-265-4601 • Fax: 307-265-4672

S:\LAND2015\15-72\DWG\PLAT15-72.DWG PRINTED: 3/29/16 BY: JOHN

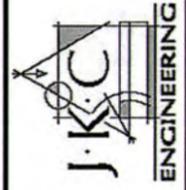
S:\LAND2015\15-72\DWG\DESIGN\15-72_RENDER.dwg SAVED:3/28/16 PRINTED:3/28/16 BY:JOHN



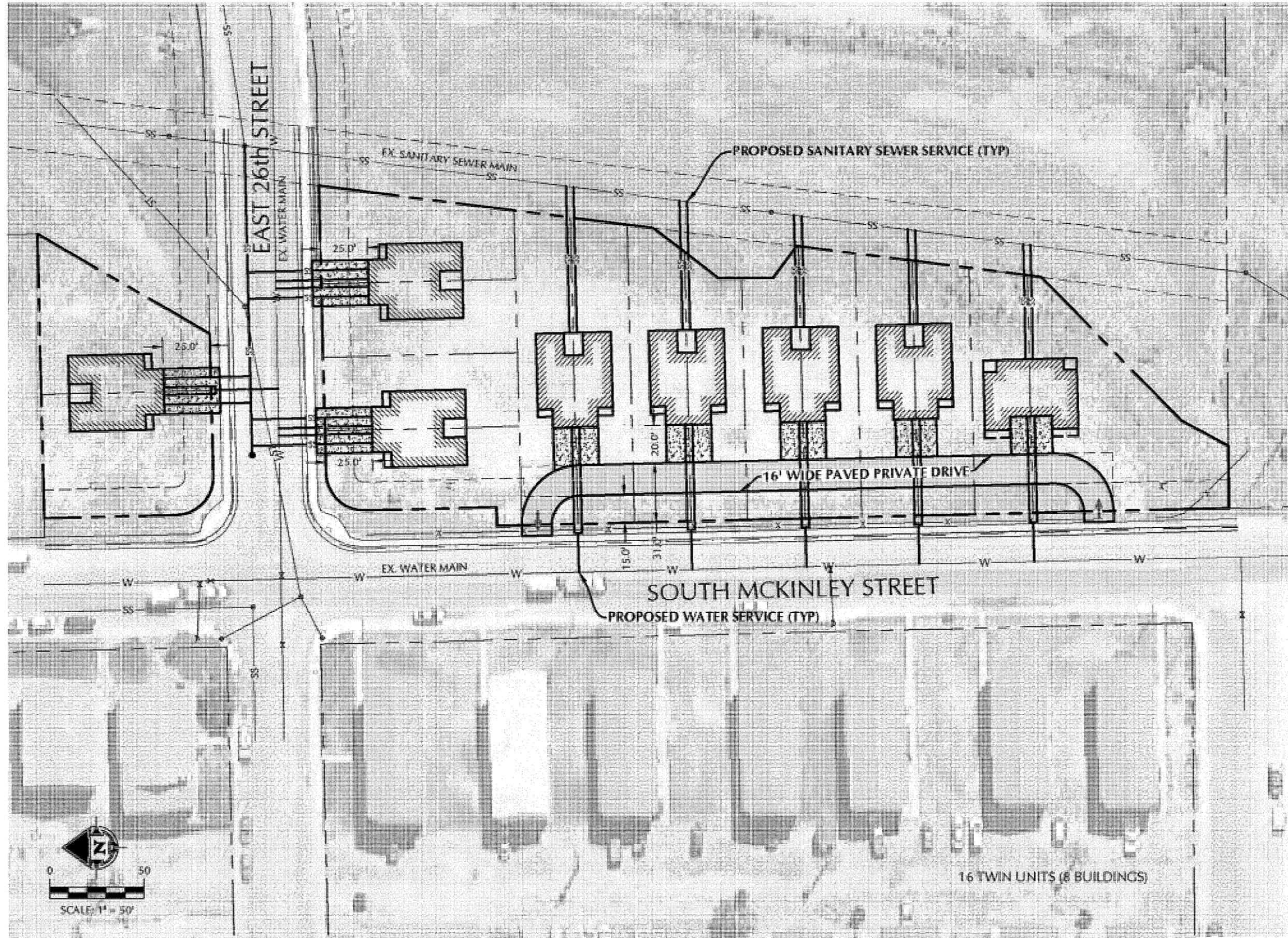
REVISION TABLE	
NUMBER	DESCRIPTION

CONCEPTUAL LAYOUT
MCKINLEY HEIGHTS TWIN HOMES
 CITY OF CASPER, WYOMING

DATE: 3/25/2016
 PROJECT #: 15-72
 DRAWN BY: JRB
 SHEET TITLE:
SITE PLAN
 SHEET NUMBER
1 OF 1



ENGINEERING • SURVEYING • GIS MAPPING
 CONSTRUCTION MANAGEMENT
 1111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
 Ph: 307-265-4601 • Fax: 307-265-4672



REVISION TABLE	
NUMBER	DESCRIPTION

DATE: 3/25/2016
 PROJECT #: 15-72
 DRAWN BY: JRB
 SHEET TITLE:
UTILITY PLAN
 SHEET NUMBER
1 OF 1

PREMKINLEY HEIGHTS TWIN HOMES
 UTILITY LAYOUT
 CITY OF CASPER, WYOMING

J.K.C.
 ENGINEERING

ENGINEERING • SURVEYING • GIS MAPPING
 CONSTRUCTION MANAGEMENT
 1111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
 Ph: 307-265-4601 • Fax: 307-265-4672

MCKINLEY HEIGHTS 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. David and Carlos Iparraguirre, 2976 Silver Ridge Trail, Medina, Ohio 44256 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Tract B of Falcon Crest III and Tract B and Tract C of Falcon Crest IV, to create McKinley Heights, comprising 1.71-acres, more or less.
- C. A plat of McKinley Heights ("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:

- a. Owner shall repair any damaged or deficient sidewalks along the South McKinley Street and East 26th Street frontage of the subject property, as directed by the City Engineer.
- b. The ingress/egress private driveway providing access to the lots fronting South McKinley Street shall be designated as one-way only and appropriate signage shall be installed at the Owner's sole cost and expense.
- c. The private driveway shall be paved to City standard specifications.
- d. The private driveway shall be constructed with a minimum paved width of twenty-four (24) feet to allow for adequate width for emergency access if vehicles are parked along the driveway.

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:

David & Carlos Iparraguirre
2976 Silver Ridge Trail
Medina, Ohio 44256

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS:

OWNER
David Iparraguirre

By: Kelli Roberts

By: [Signature]

Printed Name: Kelli Roberts

Printed Name: DAVID IPARRAGUIRRE

Title: NIA

Title: OWNER

WITNESS:

OWNER
Carlos Iparraguirre

By: Kelli Roberts

By: Carlos IPARRAGUIRRE

Printed Name: Kelli Roberts

Printed Name: [Signature]

Title: NIA

Title: owner

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)

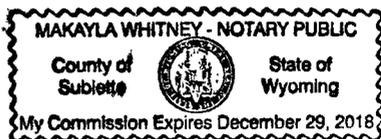
Title (and Rank)

[My Commission Expires: _____]

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

This instrument was acknowledged before me on this 6th day of May, 2016 by David Iparraguirre as the Owner of McKinley Heights.

(Seal, if any)



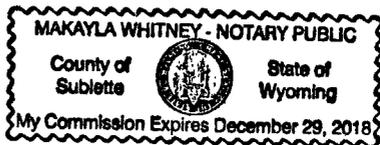
[Handwritten Signature]
(Signature of notarial officer)
Notary Public
Title (and Rank)

[My Commission Expires: 12/29/18]

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

This instrument was acknowledged before me on this 6th day of May, 2016 by Carlos Iparraguirre as the Owner of McKinley Heights.

(Seal, if any)



[Handwritten Signature]
(Signature of notarial officer)
Notary Public
Title (and Rank)

[My Commission Expires: 12-29-18]

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

WHEREAS, an application has been made to vacate and replat Tract B of Falcon Crest III and Tract B and Tract C of Falcon Crest IV, to create McKinley Heights, comprising 1.71-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.

BE IT FURTHER 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 subdivision agreement between the City and David and Carlos Iparraguirre.

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 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Planned Unit Development (PUD) sub-area plan approval for Lots 6, 7, 11, 12, & 13, Block 5, The Heights Addition (a portion of the McMurry Business Park PUD). Said sub-area plan establishes, as the proposed use of the property, a 16,578 square foot (footprint), single-story church.

Recommendation:

That Council, by resolution, approve the sub-area plan for portions of the Heights Addition, located within the McMurry Business Park Planned Unit Development (PUD), with two (2) conditions, as recommended by the Planning and Zoning Commission after its public hearing on April 21, 2016.

Summary:

The Corporation of the Presiding Bishop of Jesus Christ of Latter-Day Saints (Owner) has applied for approval of a sub-area plan for Lots 6, 7, 11, 12, & 13, Block 5, The Heights Addition (a portion of the McMurry Business Park PUD), located at 1075 Morado. The proposed sub-area plan seeks to establish, as the proposed use of the property, a 16,578 square foot (footprint), single-story church. The Heights Addition was platted in the County as a single-family residential subdivision, and subsequently annexed into the City as a part of the McMurry Business Park Planned Unit Development in 2004. Land uses in the surrounding area are all single-family residential.

The McMurry Business Park PUD Guidelines, approved by the City Council in July of 2005, and amended by Council in 2014, created a streamlined review procedure for projects in the business park. Prior to the development of a parcel, applicants are required to submit a sub-area plan, which is essentially a preliminary site plan showing estimated building sizes, locations, orientations, general off-street parking areas, as well as landscaped areas and required open space, for approval by the Planning and Zoning Commission and the City Council. Once the sub-area plans are approved, detailed site plans for individual projects can then be approved by the McMurry Business Park Design Review Committee and City Planning Department staff as long as they are not significantly different from the sub-area plan that was approved. Although the Commission and Council will not be formally reviewing the detailed site plan for this area, their final recommendations and actions on the sub-area plan directly affect the design of the individual site plan.

The McMurry Business Park PUD Guidelines revised by Council in 2014 established four (4) different planning areas within the business park. Those planning areas are:

1. C – (Commercial-Retail/Office/Medical/Lodging);
2. CMF – (Commercial/Multi-Family);

3. SF – (Detached Residential); and,
4. OS – (Open Space).

The subject property is located in Planning Area SF (Detached Residential). Permitted uses in Planning Area SF can be found on Page 11 of the Guidelines, and include the following:

1. One-family detached dwellings;
2. One-family attached dwelling units, including, without limitation, duplexes, townhouses and row houses;
3. Golf courses;
4. Community center buildings;
5. Police and fire stations;
- 6. Churches;**
7. Synagogues;
8. Schools;
9. Temporary construction or sales trailers and offices;
10. Other uses similar in character to those specifically listed above.

The proposed church shown on the sub-area plan fits within the listed permitted uses of Planning Area SF. The Planning and Zoning Commission recommended in favor of the proposed sub-area plan because all minimum standards of the Casper Municipal Code and the approved McMurry Business Park PUD Guidelines have been met.

One of the Planning and Zoning Commission's recommended conditions, if supported by Council, would require the Owner to provide curb, gutter and sidewalk along both frontages of its property along Morado Drive. The Heights Addition was originally platted in the County. Given that the City has extra-territorial jurisdiction within one (1) mile of the Casper City limits, the City was required, by law, to approve the Heights Addition plat. At that time, the developer successfully argued that curb, gutter and sidewalk were unnecessary in this area because of the large, estate-lot nature of the area. The City Council approved the Heights Addition plat under the assumption that the area would always be a large, estate-lot residential subdivision.

The Planning and Zoning Commission believes that the proposed changes are significant enough to warrant the installation of standard curb, gutter and sidewalk along the applicant's frontages. The current proposal to construct a church in the area changes the character and impacts of the development in the area. A church will consist of a large area of impermeable surface, and will draw greater vehicular and pedestrian traffic into the neighborhood. Furthermore, a street right-of-way was originally stubbed out on the south end of The Heights Addition, allowing there to be further development to the south someday, which means that Morado Drive would ultimately carry much more traffic than just the estate lot traffic in the immediate area. Ideally, all of Morado Drive would have curb, gutter and sidewalk; however, this applicant can only be made responsible for the street improvements along its frontage. It is further noted that Section 16.16.020(S)(1) of the Casper Municipal Code requires curb and gutter on all public streets in

the City of Casper, and does not make an exception for Planned Unit Developments or for low-density residential areas.

There were five (5) public comments in favor of, and one (1) public comment opposed, to the proposed sub-area plan at the public hearing. In that the proposed sub-area plan meets all the requirements of the Casper Municipal Code, and the McMurry Business Park PUD Guidelines, the Planning and Zoning Commission recommended approval, with two (2) conditions:

1. The Owner shall provide standard City curb, gutter and sidewalk along both Morado Drive frontages of its property.
2. Pursuant to the approved McMurry Business Park PUD Guidelines, prior to the commencement of construction/development, Owner shall obtain City approval of a detailed site plan for the site.

A resolution, incorporating the Planning and Zoning Commission's recommended conditions, has been prepared for Council's consideration.

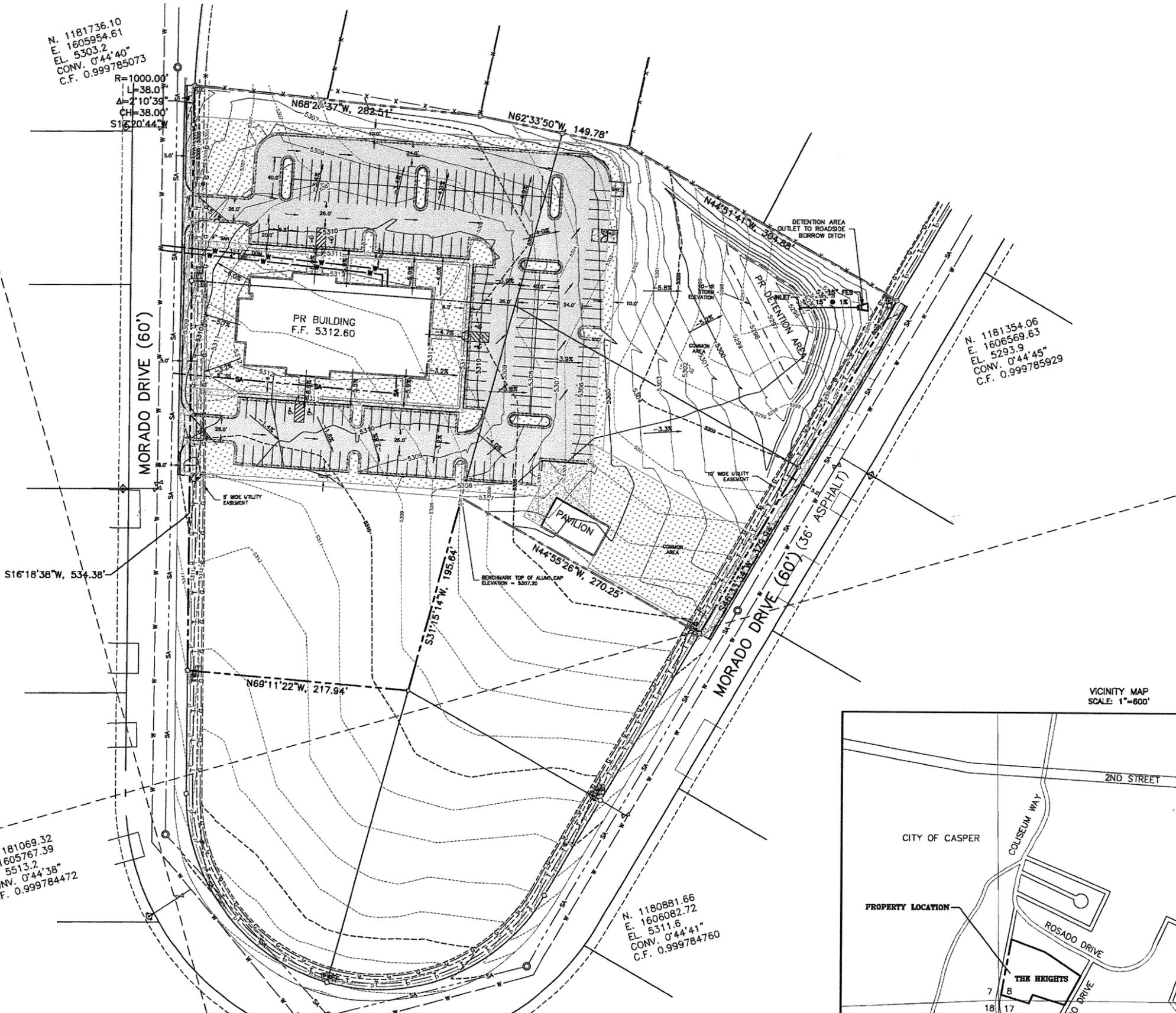
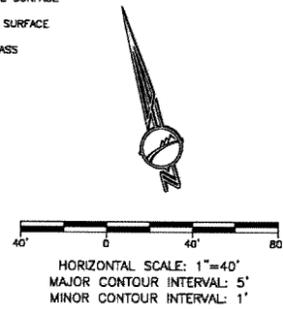
McMurry Business Park PUD Sub-Area Plan



Legend
- Subject Property

LEGEND

- REC. ALUM CAP
- ROW CORNER
- ▽ ALL SIGNS
- GUARD POSTS
- ⊠ ELECTRICAL JUNCTION BOX
- ⊠ CABLE TV JUNCTION BOX
- ⊠ GAS METER
- PIPELINE MARKER
- POWER POLE
- ⊠ POWER TRANSFORMER
- ☆ LIGHT POLE
- GUY POLE
- ← GUY ANCHOR
- SWITCH POLE
- ⊠ ELECTRICAL METER
- ⊠ ELECTRICAL VAULT
- ⊠ SANITARY MANHOLE
- STORM SEWER MANHOLE
- ⊠ AREA INLET
- TELEPHONE MARKER
- ⊠ TELEPHONE PEDESTAL
- TELEPHONE PULL BOX
- ⊗ WATER VALVE
- ⊗ FIRE HYDRANT
- WATER CURB STOP
- LOT LINES
- - - EASEMENT LINE
- BUILDING
- - - MAJOR CONTOURS
- - - MINOR CONTOURS
- W WATER LINES
- - - SA SANITARY SEWER
- - - ST STORM SEWER
- P POWER LINES
- - - T TELEPHONE LINES
- - - C CABLE TV
- - - X FENCE
- - - G GAS LINE
- ▨ CONCRETE SURFACE
- ▨ ASPHALT SURFACE
- ▨ TURF GRASS



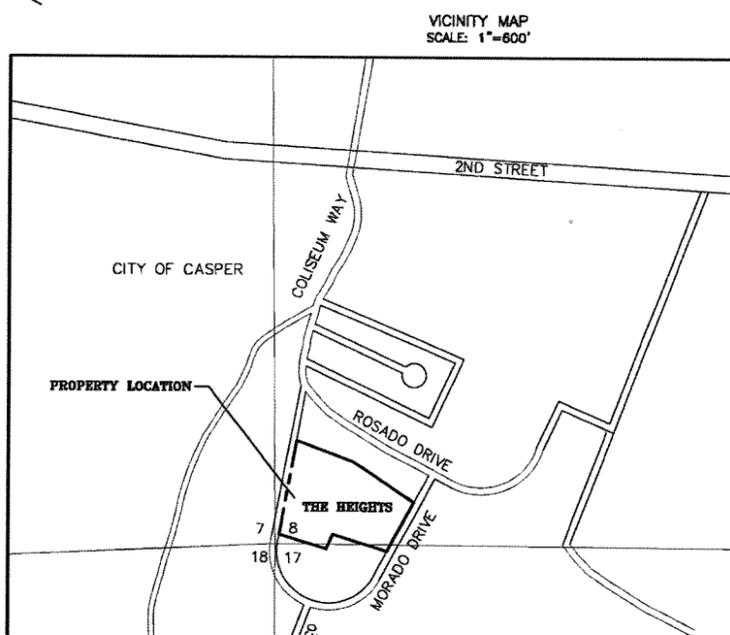
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CONV. 0°44'40"
C.F. 0.999785073

R=1000.00'
L=38.0'
Δ=2°10'39"
CH=38.00'
S16°20'44\"/>

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CONV. 0°44'45"
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N. 1180881.66
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C.F. 0.999784760



Drawn By: REV W.O. No.: 15896
Chk. By: XXX Book No.:
Acad. File: LDS HEIGHTS SITE PLAN.dwg
FOR: CHURCH OF LATTER DAY SAINTS
16550 HWY 220
CASPER, WYOMING 82604

REVISIONS
REVISED 4/12/15
PER CITY COMMENTS

CHURCH OF LATTER-DAY SAINTS
LOTS 6, 7, 11, 12, & 13 BLOCK 5
THE HEIGHTS AN ADDITION TO THE CITY OF CASPER
SUB-AREA PLAN

SHEET NO.
1 OF 1
DATE:

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 (PUD).

WHEREAS, the Corporation of the Presiding Bishop of Jesus Christ of Latter-Day Saints has applied for a Sub-Area Plan approval for Lots 6, 7, 11, 12 and 13, Block 5, The Heights Addition (a portion of the McMurry Business Park PUD); and,

WHEREAS, the Sub-Area Plan proposes the use of the property for a 16,578 square foot single-story church; and,

WHEREAS, the McMurry Business Park PUD (Planned Unit Development) Guidelines, approved by the City Council in July of 2005, and amended in May of 2014, designate the subject properties as being located in Planning Areas "SF" (Detached Residential); and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on April 21, 2016, a motion recommending that the City Council approve said Sub-Area Plan with two (2) conditions; and,

WHEREAS, the first condition requires that the Owner shall provide standard City curb, gutter and sidewalk along both Morado Drive frontages of its property; and,

WHEREAS, the second condition requires that, pursuant to the approved McMurry Business Park PUD Guidelines, prior to the commencement of construction or development, Owner shall obtain City approval of a detailed site plan for the site; and,

WHEREAS, the governing body of the City of Casper finds that the above described Sub-Area Plan should be approved, with the two (2) recommended conditions forwarded by the Planning and Zoning Commission.

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 Sub-Area Plan, with the two (2) conditions, as described above.

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

APPROVED AS TO FORM:

Walker Trew

ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

Approve the Sub-Area Plan for Portions of the Heights Addition,
a Portion of the McMurry Business Park Planned Unit Development
(PUD).

April 26, 2016

MEMO TO: V.H. McDonald, City Manager 
FROM: Liz Becher, Community Development Director 
Andrew Nelson, MPO Manager
SUBJECT: Contract for Transit Route and Schedule Analysis

Recommendation:

That Council, by resolution, approve the Metropolitan Planning Organization's (MPO) contract for Professional Services with LSC Transportation Consultants (LSC), a firm based in Colorado Springs, CO, for a Transit Route and Schedule Analysis in an amount not to exceed \$40,000.

Summary:

Bus routes have not been significantly modified in Casper since the creation of the fixed route bus service in 2005. After completing the Transit Development Plan in 2015, it became clear that an analysis of the route system can (1) meet actual demand, (2) improve efficiency, and (3) lower cost by making strategic decisions regarding the placement and timing of bus routes. To that end, the MPO held a competitive procurement process for professional consulting services in March 2016. Three responses were received to the MPO's request for proposals, and the MPO Policy Committee (the governing board of the MPO) selected LSC to complete the analysis. This agreement has been authorized by the MPO and the action before Council is to execute the contract as the MPO's fiscal agent.

Due to rapidly falling local revenues, the system needs to be adjusted to match rider demand, operational capacity, and funding availability from local, state, and federal sources. This will require that Council make difficult decisions regarding service levels as providing fixed routes to the entirety of the Casper area is highly unlikely given our present economic state. However, staff is confident that LSC's study will provide clear direction for Council's consideration based on sound data and analysis to optimize our service levels given current and projected demand.

Funding from this project comes from a consolidated transportation 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 LSC Transportation Consultants (LSC), 545 East Pikes Peak Avenue Suite 210, Colorado Springs, Colorado, 80903, hereinafter referred to as the "Consultant."

RECITALS:

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 a Transit Scheduling Analysis, 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 January 31, 2017.

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, provided that written application is made by the Consultant to the Agent within ten (10) days after any such additional work or force majeure events are identified.

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 Forty Thousand Dollars (\$40,000). 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 withhold payment of \$3,337 for Task 6 (listed in the Scope of Services) 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

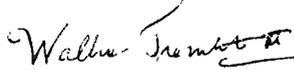
Exhibit F: Certification of Suspension or Debarment

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

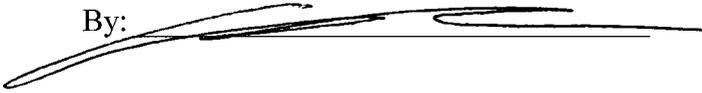
WITNESS:

By: 

Printed name: Barbara Roth

Title: Office Manager

LSC, as Consultant:

By: 

Printed name: Jeffrey C. Hodsdon

Title: Principal

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.

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.

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.

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

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *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. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the 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.

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. 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 ten (10) 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 *ten (10) 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 or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the 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. The Agent reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.

10. *Special Risks or Circumstances*

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

- E. Consultant agrees to indemnify the 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 arising from negligence of the Consultant and any subcontractor thereof.

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:
No professional registration or license to work in the State of Wyoming is required for this project.
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. ADA ACCESSIBILITY: 42 U.S.C. § 1201 *et seq.*

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.

EXHIBIT "A"
SCOPE OF SERVICES

Task 1: Project Administration and Coordination

Provide monthly project status reports that describe the work completed during the previous month, any issues that may impact the schedule, and anticipated work for the following month.

Identify appropriate members of the steering committee. The steering committee shall have meetings for the project kickoff, review of interim reports, review and selection of preferred transit system improvements, and review of the Draft Final Report.

Deliverables: Revised project schedule; agendas, meeting materials, and meeting notes
Total Cost: \$2,922

Task 2: Evaluate Existing Routes

Using data compiled and used for the recent Transit Development Plan, complete an evaluation of the existing system. Complete a financial analysis of the existing system and a comparison of routes using performance measures.

Conduct field observations of existing routes during at least two on-site visits. Areas of the community that are identified as potentially needing service will be investigated to determine the nature of the neighborhood. Collect on-time performance data.

Complete a detailed evaluation of the existing system and an evaluation of the individual routes. Identify appropriate performance measures for the system. Complete a cost-allocation model which relates line-item expenses to service factors, cost per route or route segments, and cost per passenger for each individual route. Other analyses may be completed as necessary.

Deliverables: Interim Report #1: Evaluation of the current system
Cost Allocation Model spreadsheet
Total Cost: \$10,230

Task 3: Analyze Demand

Conduct an assessment of transit demand in Casper using the 2010 Census and the 2013 American Community Survey. Develop a fixed-route transit demand model calibrated to the existing service and ridership.

Conduct an online survey of students, faculty, and staff at Casper College. Conduct a focus group from survey participants. A paper version of the survey will be made available to local staff to administer in person.

Deliverables: Transit Demand Analysis
Total Cost: \$5,908

Task 4: Evaluate Route and Schedule Options

Using information compiled and analyzed in the previous tasks, LSC will identify route and schedule options for consideration. Determine the costs of those options and the fiscal impact on the transit budget, then complete a detailed evaluation of the various route and schedule options against performance measures determined at the beginning of the study as well as potential farebox revenue and farebox recovery. After analysis, LSC will make preliminary recommendations to enhance system productivity, serve unserved markets, increase farebox recovery, and meet budget constraints.

Deliverables: Interim Report #2: Evaluation of Service Options and preliminary recommendations
Community Open House

Total Cost: \$10,925

Task 5: Develop Recommended Service Plan

Complete a preferred service plan with routes, schedules, proposed stops, and fares. Recommendations will be provided for the Downtown Transfer Plaza and other transfer points. Additional recommendations will be provided for community education and information for the proposed system changes, particularly with the current image of CATC as an organization and as a service.

Deliverable: Preferred Service Plan
Total Cost: \$6,678

Task 6: Prepare Draft and Final Reports

Compose reports for review and adoption. Present the final recommendations to the MPO Policy Committee and determine whether other presentations are necessary for any individual city councils. Presentations will be piggybacked whenever possible.

Deliverables: Final presentation to MPO Policy Committee
Final presentation to the Casper City Council
Other presentations as may be necessary
Electronic Draft Report
Six hard copies of the Final Report
All project electronic data
All project GIS files

Total Cost: \$3,337

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, on April 22, 2016, the Casper Area Metropolitan Planning Organization Policy Committee approved the hiring of LSC Transportation Consultations (LSC) to complete the Transit Route and Scheduling Study; and,

WHEREAS, LSC 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 LSC to complete the Transit Route and Scheduling Study in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed Forty Thousand Dollars (\$40,000).

PASSED AND APPROVED THIS 22 day of April, 2016.

ATTEST:

CASPER AREA TRANSPORTATION
PLANNING PROCESS
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, LSC 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"

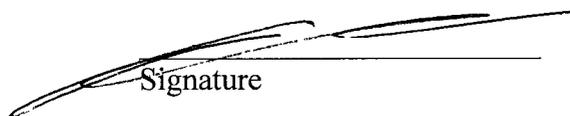
CERTIFICATION OF CONSULTANT

I hereby certify that I am the Principal and duly authorized representative of the firm of LSC; 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.

May 5, 2016
Date


Signature

Jeffrey C. Hodsdon
Printed Name

Principal
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 its 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 El Paso)ss

I, Jeffrey C. Hodsdon 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: _____

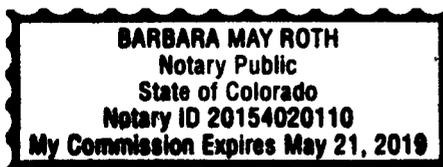
Principal
Title

Subscribed in my presence and sworn to before me this 5th day of May, 2016, by:

Barbara May Roth

Barbara May Roth

Notary Public



May 21, 2019
My Commission Expires

RESOLUTION NO. 16-139

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

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee has selected LSC to complete a Transit Route and Scheduling Analysis; and,

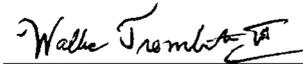
WHEREAS, as the MPO's fiscal agent, the City of Casper must approve the Professional Services Agreement between LSC and the City of Casper as Agent for the MPO ("Agreement") once the MPO Policy Committee has approved the Agreement; and,

WHEREAS, the MPO Policy Committee approved the Agreement on April 22, 2016, for a total not to exceed Forty Thousand Dollars (\$40,000).

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 LSC on behalf of the Casper Area Metropolitan Planning Organization, in an amount not to exceed Forty Thousand Dollars (\$40,000) for a Transit Route and Scheduling Analysis.

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

April 19, 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: Agreement with Peter Albrecht Company, Inc., for the upgrade of the Casper Events Center Theatrical Fly System Project 15-53

Recommendation:

That Council, by resolution, authorize a contract for professional services with Peter Albrecht Company, Inc. (PAC), for services related to the Casper Events Center Theatrical Fly System Project No. 15-53, in the amount of \$74,725.

Summary:

The Casper Events Center Theatrical Fly System is a system of lines, pulleys, counterweights and related devices that enables stage crews to hoist components such as curtains, lights, scenery, and stage effects. The current system, consisting of a 20-winch system and control console, was originally manufactured and installed in 1996 by PAC. The control console is in need of updating and a new wireless control pendant will allow a single crew member to operate the fly system from the stage floor and improve efficiency of Events Center staff.

Under the terms of this agreement, PAC will furnish and install a new control console, provide a wireless control pendant and on-site training for key Events Center personnel for a not to exceed price of \$72,725. In addition, PAC will perform an inspection of the rigging based on the attached Rigging Inspection Rate Sheet for an amount not to exceed \$2,000. All rigging repair recommendations from PAC will be evaluated by City staff and presented to Council as needed.

Funding for the project will be Optional One Cent #15 Sales Tax allocation for Casper Events Center Capital Equipment.

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 3rd day of May, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).
2. Peter Albrecht Company, Inc., 6250 Industrial Court, Greendale, Wisconsin, 53129 (“Contractor”).

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

RECITALS

- A. The City is undertaking theatrical fly system upgrades at the Casper Events Center.
- B. The project requires professional services.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. **SCOPE OF SERVICES:**

The Contractor shall perform the services as detailed in their proposal dated April 19, 2016 and attached as Exhibit ‘A’.

2. **TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 29th day of July, 2016.

3. **COMPENSATION:**

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount of Seventy-Four Thousand Seven Hundred Twenty-Five Dollars (\$74,725).

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 with the invoice a voucher for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the 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.

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

APPROVED AS TO FORM:

Walter T. ...

WITNESS:

CONTRACTOR:
Peter Albrecht Company, Inc.
6250 Industrial Court
Greendale, Wisconsin 53129

By: Sarah E Sports

TODD WAGNER
By: Todd Wagner

Title: Financial Administrator

Title: PRESIDENT

(Peter Albrecht Company, Inc. – Casper Events Center Theatrical Fly System Project No. 15-53)

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Tracey L. Belser
Title: City Clerk

By: _____
Daniel Sandoval
Title: Mayor

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. SUB CONTRACTOR:

The Contractor shall not employ any sub-contractor to perform any services in the scope of this project, unless the sub-contractor is approved in writing by the City. Any approved sub-contractor 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. Worker's 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, material change, reduction of coverage, or non-renewal, and except for Workers Compensation 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 forever 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.



www.peteralbrecht.com

Peter Albrecht Company, Inc.
6250 Industrial Court
Greendale, WI 53129
PH: 414-421-6630 / F: 414-421-9091

Engineered Technologies for the World of Entertainment.

Quotation #151105R2 - Casper Events Center

Casper Events Center
 1 Events Drive
 Casper, WY

April 19, 2016

Attention: Andrew Colling (acolling@cityofcasperwy.com)

Andrew,

We are pleased to provide this revised proposal with changes as agreed in our recent emails and phone call. We have kept the discount from #151105R1, along with all other pricing, and have added the inspection price (Item 4) per your request.

Item #	Qty	Description	Price Estimate (USD)
1	1	Touch screen control console to replace current Windows 95 system. Price is based on all components of the system, including motors, limit switches, encoders, node cards and wiring being in good working order as they will be used with the new controller. Console functionality to be: set (winch) selection; up/down/target position control and readout of actual position for selected winches and limited cue control. Price includes a project kick-off meeting at your site and freight.	\$47,950.00
2	1	Pendant Controller for stage control of winches. Price includes new communication cards and box.	\$9,375.00
3	lot	Installation for Items 1 & 2 above (except electrical), and start-up during normal weekday hours. Price based on two people onsite for 5 days and includes all travel. This can be charged on a time and material basis if you desire.	\$15,400.00
4	lot	System inspection per usual Peter Albrecht practices (see form on last page of this proposal).	\$2,000.00
Total (Items 1 - 4):			\$74,725.00

Please note the following:

1. This proposal does not include: repair or replacement of any components or wiring that is not in good working condition and is needed for the new system; any on-site electrical labor or wiring materials; disposal of old equipment. Please use 40 hours of work for an electrician as a budget and add new two twisted pair shielded cable from each winch to the control panel as these items are not included in our proposal. (Existing cable may be adequate; however, we will not know this until we have tested each run.)
2. Customer is to provide a lift, for all work proposed. Lift(s) must be approved by Peter Albrecht at least three-weeks prior to trip departure. If a lift is required but not available, Peter Albrecht can rent one from a local source at cost plus 10% of total fees. Prices in excess resulting from site specifics (i.e., building access, floor protection) will be charged accordingly.
3. Onsite services delays exceeding 4 hours that are a result of customer cause, such as building access not available when promised, or customer request (increase in project scope), will be billed on a time, expense and material basis per our rate sheet on page three of this proposal.
4. Additional repair requirements discovered during the course of our work will be brought to the customer's attention, but will not be repaired without authorization from the customer.
5. Purchase orders are subject to approval.
6. Please review the attached "Services Included", "Items Excluded", and "Terms and Conditions", as these are integral to our proposal.

Please contact us with questions. We look forward to working with you!

Best Regards,

Todd Wagner
Peter Albrecht Company
twagner@peteralbrecht.com
(414) 421-6630

RIGGING INSPECTION RATE SHEET & POLICIES
Effective through December 31, 2016

All charges for Field Service and Rigging Inspections in the Continental United States (not including Alaska and Hawaii) are based on time and expenses per the following table.

Classification of Work	Base Rates for First Shift, Monday Through Friday	Overtime Rates, Except Sundays & Holidays
Rigging Inspector	\$90.00 per Hour	\$135.00 per Hour
Field Service	\$110.00 per Hour	\$165.00 per Hour
Technical Telephone Support	\$80.00 per Hour billed in 15 minute increments	

1. Field Service work includes repair work, equipment start-up, installation assistance & installation supervision.
2. Hours worked in excess of 8 hours/day, 40 hours/week Monday through Friday, and all Saturday work will be charged at overtime rates. Sunday and holiday work will be charged at two times the base rate. No overtime hours will be worked without the prior, written approval of the customer.
3. Travel time to and from the job Monday through Saturday will be charged at base rate. Travel on Sundays and Holidays will be charged at two times the base rate. A minimum of 4 hours will be charged for Sunday or Holiday travel. We will not travel on Sundays or Holidays, or bill for premium travel rates, without prior, written approval from the customer.
4. The following days will be billed at Holiday rates: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and the day after; Christmas Eve Day; Christmas Day; New Year's Eve Day. We will not work Holidays without prior, written consent from the customer.
5. Work prevention caused by local holidays or unforeseen events that are not the result of Peter Albrecht actions or planning will be billed as if work was performed.
6. Travel charges (transportation, hotel, parking, car rental, etc.) will be invoiced at cost. Charges shall be customary for stay and not exceed the following: \$150 per night for hotels; \$125 per day for car rental and parking. Company or personal vehicle mileage will be invoiced at the current IRS mileage rate.
7. Meals are billed at \$45/day, flat rate, for work performed outside of the metropolitan area of the person performing the work. Itemized receipts will not be provided.
8. Purchased materials will be invoiced at cost plus 15%. All rental of scaffolding, accessories or related access equipment will be billed at cost plus 10%.

Contact us at (800) 878-6630 for pricing in Alaska, Hawaii, and all other areas outside of the Continental United States.

Peter Albrecht Company

Quotation #151105R2 -- Standard Services, Exclusions, Terms and Conditions

SERVICES INCLUDED

1. Equipment and on-site services as listed in the proposal.
2. Shipping FOB job site in Casper WY, freight prepaid.
3. Component assembly, overall arrangement and installation drawings for customer approval.
4. Two bound manuals containing equipment operation procedures, maintenance data and reduced size as-built drawings that include parts lists for user reference. (Item 3 only.)
5. One-year warranty from Date of Final Invoice, unless otherwise stated.
6. If provided, installation services include:
 - a. Coordination with other trades and subcontractors to minimize on-site interferences.
 - b. On-site instructions to owner-designated personnel on equipment operation.

ITEMS EXCLUDED

1. Structural support steel for head blocks, loft blocks, mule blocks, winch assemblies, cable or chain tie offs--except as previously noted.
2. Costs associated with scaffolding, lifts, floor protection or other equipment and material required for installation unless clearly specified otherwise in our proposal
3. Refireproofing of existing or new steel.
4. Field wiring and termination of all power wiring.
5. Field wiring, terminations and check-out of all control wiring and panels.
6. All local or State Use or Sales taxes.
7. Costs associated with providing a performance bond (except as previously noted).
8. All import-export duties, fees or taxes (unless otherwise indicated).

TERMS AND CONDITIONS

1. The equipment described in this proposal is specifically designed and manufactured for this application. A cancellation of your order will automatically implement a minimum **cancellation charge of 10%** of the order amount, or charges of sufficient magnitude to cover all costs incurred through the date of notification, including anticipated overheads and profits.
2. All equipment furnished by Peter Albrecht Company, Inc. is custom designed for each application, and, therefore, we adhere to a **No Return** policy after shipment.
3. Unless previously noted in this proposal and specifically required by the specification, we have not included any additional costs for unusual site conditions not readily apparent at the time of the bid preparation. This includes items such as finished floor protection, manually erected scaffolding, or other items required due to unusual site conditions.

4. This proposal is based on our interpretation of the plans and specifications and is reflected in our Bill of Materials. Orders placed for this job will only be accepted per our Bill of Materials.
5. Peter Albrecht Company is not responsible for building load calculations or other structural analysis needed to assure building structure is suitable for equipment loads. This analysis is the responsibility of the building owner and/or its designated representatives hired to perform such work.
6. **Price is valid for 30 days** from date of this quote and is subject to written renewal thereafter.
7. **Payment terms:** 25% due upon sign-off of approval drawings (\$18,681.25), equipment net 30 upon shipment (\$42,993.75); and on-site service net 30 upon completion (\$13,050.00).

ACCEPTANCE OF PROPOSAL

As an authorized representative of _____

(Company/Customer), I authorize Peter Albrecht Company to proceed with execution of this proposal, inclusive of proposed

Item #'s _____ for a total purchase price of _____(USD).

Furthermore, I have read the proposal in its entirety and agree to the scope and all Terms & Conditions, including fees for late payment.

(Authorized Signature)

(Date)

(Printed Name)

Accounts Payable Contact:

Name: _____

Phone #: _____ Email: _____

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.

WHEREAS, the City of Casper desires to upgrade and improve the theatrical fly system at the Casper Events Center; and,

WHEREAS, Peter Albrecht Company, Inc., is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Peter Albrecht Company, Inc., for the services more specifically delineated in the contract for professional services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed Seventy-Four Thousand Seven Hundred Twenty-Five Dollars (\$74,725).

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

April 26, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Doug Follick, Leisure Services Director
Scott R. Baxter, P.E., Acting City Engineer
Terry Cottenoir, Engineering Technician

SUBJECT: Agreement with Process Power and Control, Inc.
Casper Events Center Lighting, Project No. 15-54

Recommendation:

That Council, by resolution, authorize an agreement with Process Power and Control, Inc. for the Casper Events Center Lighting, Project No. 15-54, in the amount of \$321,298. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$32,000, for a total project amount of \$353,298.

Summary:

On Tuesday, April 26, 2016, eight (8) bids were received to remove and replace parking lot and concourse lighting with energy efficient LED fixtures and to make changes to the electrical distribution system at the Casper Events Center. The current parking lot and concourse lighting fixtures are over 30 years old and are nearing the end of their lifespan, including a number of parking lot poles that have fallen during high wind events. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Process Power and Control, Inc.	Glenrock, Wyoming	\$321,298
Alliance Electric	Casper, Wyoming	\$332,750
Casper Electric	Casper, Wyoming	\$357,356
ITC	Casper, Wyoming	\$370,500
Modern Electric	Casper, Wyoming	\$379,000
Rocky Mountain Electric	Casper, Wyoming	\$381,884
Anchor Electric	Casper, Wyoming	\$385,960
City Service Electric	Casper, Wyoming	\$413,513

The estimate prepared by Engineering Design Associates (EDA) was \$402,048. EDA is under contact for design and construction administration services related to the project.

The low bid from Process Power and Control, Inc., was \$321,298. Adding a construction contingency amount of \$32,000 brings the total contract amount to \$353,298. 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 monies allocated to the Casper Events Center Concourse and Parking Lot Lighting and Wiring.

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 Process Power and Control, Inc., 120 Meadowlark Street, Glenrock, Wyoming 82637, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing lighting fixtures and make changes to the electrical distribution system at the Casper Events Center; and,

WHEREAS, Process Power and Control, Inc., is able and willing to provide those services specified as the Casper Events Center Lighting, Project No. 15-54.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Casper Events Center Lighting, Project No. 15-54, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the Engineering Design Associates, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to 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 **August 31, 2016** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 12, 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 Three Hundred Twenty-One Thousand Two Hundred Ninety-Eight Dollars (\$321,298.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, 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 percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 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 six (6) sections.
- 8.10 Division 03 – Concrete, consisting of one (1) section.
- 8.11 Division 26 – Electrical, consisting of twelve (12) sections.
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Contract Drawings, with each sheet bearing the following general title:

Casper Events Center Lighting, Project No. 15-54

- 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.

(This space intentionally left blank)

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:
(Casper Events Center Lighting, Project No. 15-54)

Willie Tremblay

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Tracey L. Belser
Title: City Clerk

CONTRACTOR:

Process Power and Control, Inc.
120 Meadowlark Street
Glenrock, Wyoming 82637

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
 Casper Events Center Lighting
 Project No. 15-54

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 August 31, 2016 and completed and ready for final payment not later than September 12, 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> 4-18-16 </u>
Addendum No. <u> 2 </u>	Dated <u> 4-21-16 </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: \$ 321,298.00

TOTAL BASE BID, IN WORDS: three hundred twenty one thousand two hundred ninety eight dollars 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: 120 Meadowlark Street
Glenrock, WY
82637

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 _____, 2016.

Bidder is bidding as a _____ (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: Process Power and Control, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Jared Williams - President (seal)
Jared Williams
(Title)



(Seal)

Attest: [Signature] Heather Rhamy Office Assistant

Business Address: 120 Meadowlark Street
Glenrock, WY
82637

Phone Number: 307-436-9602

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

**Casper Events Center Lighting
PROJECT #15-54
April 27, 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	Replacement of all exterior lighting fixtures as shown on the electrical drawings. (except for Statue Lighting)	LS	1	\$205,955.00	\$205,955.00
2	Replacement of interior lighting fixtures as shown on the electrical drawings.	LS	1	\$90,025.00	\$90,025.00
3	Replacement of exterior statue lighting fixtures as shown on the electrical drawings.	LS	1	\$11,500.00	\$11,500.00
4	Changes to electrical distribution system as shown on sheet E-4.	LS	1	\$13,818.00	\$13,818.00

• **BID IN WORDS:**

three hundred twenty one thousand two hundred ninety eight thousand dollars

This bid submitted by: Process Power and Control, Inc.
(Individual, partnership, corporation, or joint venture name)

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

WHEREAS, the City of Casper desires to remove and replace concourse and parking lot lighting and make changes to the electrical distribution system at the Casper Events Center; and,

WHEREAS, Process Power and Control, Inc., is able and willing to provide those services specified as Casper Events Center Lighting, Project No. 15-54; 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 Process Power and Control, Inc., 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 amount not to exceed Three Hundred Twenty-One Thousand Two Hundred Ninety-Eight Dollars (\$321,298), and Thirty-Two Thousand Dollars (\$32,000) for a construction contingency account, for a total price of Three Hundred Fifty-Three Thousand Two Hundred Ninety-Eight Dollars (\$353,298).

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 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
David W. Hill, P.E., Public Utilities Manager
Bruce Martin, Assistant Public Utilities Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Approval of a M-3A access application and a M-54 utility license with the Wyoming Department of Transportation for a water tank site as part of the East Casper Zone III Water System Improvements Project.

Recommendation:

That Council, by resolution, execute a M-3A Access Application and M-54 License with the Wyoming Department of Transportation (WYDOT), for construction of an access roadway and 16-inch water transmission main within WYDOT right-of-way for the East Casper Zone III Water System Improvements Project.

Summary:

The City of Casper is preparing to install a new water storage tank at 2992 East Wyoming Boulevard. Installation of the water storage tank requires work for a new 16-inch water transmission main within Wyoming Boulevard, a WYDOT controlled right-of-way. WYDOT requires execution of an access application and license. The M-3A access application allows WYDOT to inspect plans to ensure that the approach is constructed in a safe manner. The M-54 license documents the conditions under which utilities may be installed.

The resolution, M-3A Access Application and M-54 License have been prepared for Council's consideration.



Permit # _____
For WYDOT Use Only

Wyoming Department of Transportation Access Application

Property Owner (Permittee) City of Casper, Wyoming		Applicant or Agent (if different from Property Owner)	
Business (if applicable) Municipal; Access Road to New Water Tank Site		Business (if applicable)	
Mailing Address 200 N. David Street		Mailing Address	
City Casper		City	
State WY	Zip Code 82601	State	Zip Code
Phone Number 207-235-8298		Phone Number	
E-mail Address		E-mail Address	
Property Address of Requested Access (if known)			
Located on Highway WY 258, East Wyoming Boulevard		Side of Highway <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	
Approximately _____ feet/mile (circle: N S E W) from Milepost/Intersection _____ At MP 14.67			
Legal Description			
County Natrona	Subdivision	Block	Lot
			Section 29
			Township 33N
			Range 79W
Access requested			
<input checked="" type="checkbox"/> New Access <input type="checkbox"/> Temporary Access <input type="checkbox"/> Change in Access Use <input type="checkbox"/> Removal of Access			
Check appropriate box if requesting a new access or change in access use.			
<input type="checkbox"/> Major <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Field			
Does the property owner own or have any interests in the adjacent property?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, please describe:			
Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, list them on your plans and indicate the proposed and existing access points			
I, the undersigned property owner, request permission to construct an access driveway on Wyoming Department of Transportation right-of-way at the above property, subject to the rules and regulations contained in the " Rules and Regulations, General Section, Chapter 13, Access Facilities, approved by the Transportation Commission of Wyoming and promulgated by authority of W.S. 24-2-105 and W.S. 24-6-101 through W.S. 24-6-111 to administer access facilities on the state highway system".			
If an access permit is issued to you, the applicant agrees to the terms and conditions as stated in the permit.			
Applicant or Agent Signature for Permittee		Date	
Applications for access permits will be accepted only from an individual(s), partnerships, corporations, or other bodies recognized by law as owning all or the major interest in the property or by a party having an easement through the property abutting the highway right-of-way or proposed highway.			
Property Owner Signature		Date	

Instructions

Form M-3A, Application for permit to Construct Access Driveway must be submitted to your local Wyoming Department of Transportation Maintenance Foreman. He will review and then submit all necessary paperwork to the District Traffic Engineer for processing. The applicant must submit two copies of the M-3A form filled in and signed by the individual, partnership, corporation, qualified agent, or other body recognized by law as owning all or the major interest in the property abutting the highway right of way or proposed highway. The planned property ingress or egress must be indicated as one of the following:

- **Field (Minor) Access.** An entrance to and/or exit from a field or unoccupied property if the access is not used daily throughout the year. Daily use for only a few weeks a year still qualifies as field access.
- **Residential Access.** An access providing entrance to and/or exit from residential dwelling(s) for exclusive use and benefit of those residing therein.
- **Commercial Access.** An entrance into and/or exit from any business, commercial development, cultural/institutional complex, public establishment, or any development serving 10 or more family residences.
- **Major Access.** Any access that generates more than 50 trip ends in any hour of a typical day or is a public street or access.

A business letter shall accompany the application. The letter should have a heading: including name, address, and telephone number of the above owner or owners, estimate of daily traffic, and state what you propose to do, (EX: where you intend to construct the access, when the work will be started, an estimate of completion time).

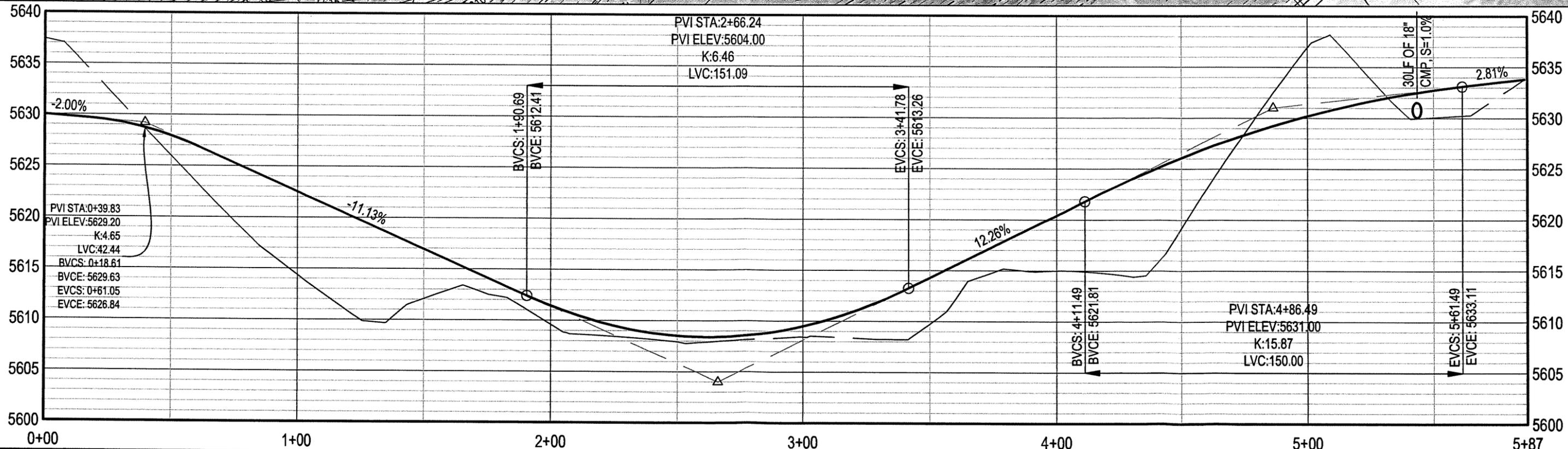
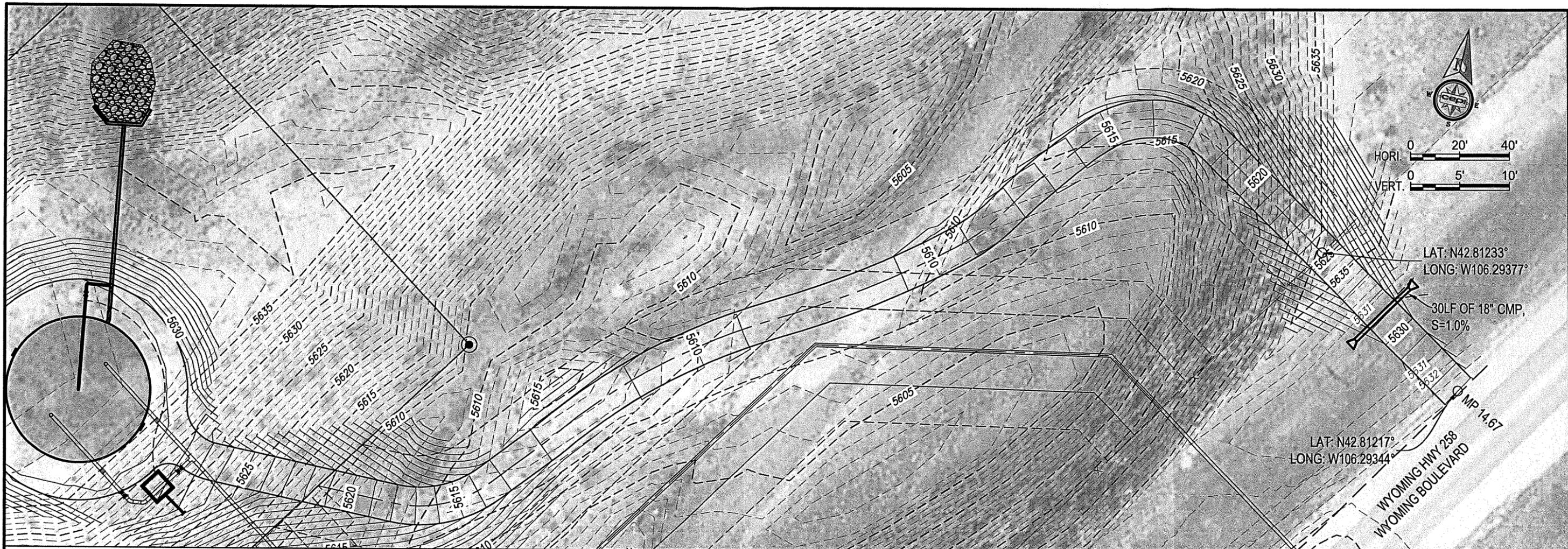
A drawing or a sketch showing sufficient dimensions shall be submitted with the application. Which clearly indicates the character and extent of the proposed work to include all or part the following?

- Proposed access.
- Land description to include the Section, Township, and Range
- The location of all existing or proposed buildings, stands, pumps, retaining walls, and other physical features which affect the access location.
- Property lines, dimensions, and existing accesses.
- All drainage which affects the access location.
- All accesses outside of the property but within 330 feet (urban), 660 feet (rural) of the property line.
- Off street parking locations which may affect access location.
- Radii of proposed accesses.

If Right-of-Way fence is involved, you are required to install brace panels on either side of the access. If you require a cattleguard, it must be located on the private property and installed and maintained by you. If a drainage problem will be created, a minimum of an 18" diameter CMP will be required under the proposed access. The length of the CMP must enable construction of 8:1 side slopes on the approach shoulders.

Note: In order to expedite the processing of your application, the location of the proposed access should be clearly indicated both on your drawing and/or sketch (by Highway Route and distance to a Milepost number) and marked at the actual site with highly visible markings for the field location and inspection.

If you have any questions concerning your access application please feel free to contact the District office.



M:\Land 2014\Engr_Dwg\14-066 East Z3\14-066 TANK SITE.dwg, 2/17/2016, Jim

DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:
				14-066	RC	NL	NL
					DATE: 02/16	DATE: 02/16	DATE: 02/16



Civil Engineering Professionals, Inc.
 6480 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax

CITY OF CASPER
 CASPER WYOMING

EAST ZONE III IMPROVEMENTS PROJECT
 TANK SITE ACCESS ROAD - STA 0+00 TO
 END

SHEET
 C2.6 of 62

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.

WHEREAS, the City of Casper desires to install a water main within Wyoming Department of Transportation right-of-way and connect to a new water storage tank for the East Casper Zone III Water System Improvements Project; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an access permit for the work.

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 an access permit with the Wyoming Department of Transportation for the East Casper Zone III Water System Improvements Project.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, and the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

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 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
David W. Hill, P.E., Public Utilities Manager
Bruce Martin, Assistant Public Utilities Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Approval of a M-3A access application and a M-54 utility license with the Wyoming Department of Transportation for a water tank site as part of the East Casper Zone III Water System Improvements Project.

Recommendation:

That Council, by resolution, execute a M-3A Access Application and M-54 License with the Wyoming Department of Transportation (WYDOT), for construction of an access roadway and 16-inch water transmission main within WYDOT right-of-way for the East Casper Zone III Water System Improvements Project.

Summary:

The City of Casper is preparing to install a new water storage tank at 2992 East Wyoming Boulevard. Installation of the water storage tank requires work for a new 16-inch water transmission main within Wyoming Boulevard, a WYDOT controlled right-of-way. WYDOT requires execution of an access application and license. The M-3A access application allows WYDOT to inspect plans to ensure that the approach is constructed in a safe manner. The M-54 license documents the conditions under which utilities may be installed.

The resolution, M-3A Access Application and M-54 License have been prepared for Council's consideration.

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

LICENSE

1. **Parties.** The parties to this License are City of Casper, hereinafter referred to as Licensee, whose physical address is 200 N. David Street, Casper WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a 16" Water Main

hereinafter referred to as Facility, located in:

Section(s) 23 Township 33N Range 79W County (ies) Natrona
 Route 258 Milepost (RM) 14.65 Company Tracking Number: _____

GPS Coordinates:
 GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).
 For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude 42.81180 Longitude 106.29337
 Exiting R/W: Latitude 42.81207 Longitude 106.29400

FOR DISTRICT USE ONLY			
ML:		Maint. Section:	Dist. Ref. Number:
FOR UTILITY SECTION USE ONLY			
Company Code:		Folder #:	Direction:
Offset:		Encroach Type:	Facility Type:

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee’s expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which force a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.

b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency’s right-of-way. This plan sheet, shall be designated Exhibit “A” and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency “As-Constructed” plans showing the actual location of the facilities within the Agency’s right-of-way. Exhibit “A” and the “As-Constructed” plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11" x 17". Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the license.
- Changes.** Any future alterations, modifications, or removals of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- Limitations.** This license will not be modified, transferred, or assigned without the written consent of the Agency. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
- Cancellation/Nullification.** The Licensee is required to notify the Agency in writing to cancel and/or nullify any issued license if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

- g. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
 - h. **Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
 - i. **Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
5. **Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
6. **General Provisions.**
- a. **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
 - b. **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
 - c. **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
 - d. **Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.
 - e. **Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
 - f. **Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
 - g. **Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
 - h. **Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless the Agency against all loss, liability, and damage that arises out of any activities of the Licensee, its agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Agency's property.

Allegations or proof of negligence or other legal fault on the part of the Agency will not defeat the Agency's rights under this provision or relieve the Licensee, its contractors, and agents of their duty to indemnify and hold harmless the Agency, but the Agency will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, its contractors and agents to indemnify and hold harmless the Agency will be reduced by the percentage of fault attributable to the Agency.

- i. **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*, to cover such costs.
- j. **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- k. **Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.
- l. **Sovereign Immunity.**

For private (non governmental) entities (which include utility companies, railroads):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

For other governmental entities (municipality, county, board, commission, another state, water districts, sewer districts and other "instrumentalities" of local governments):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and the Licensee does not waive governmental immunity, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

- m. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- n. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- o. **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

- p. **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

LICENSEE

Daniel Sandoval, Mayor

Printed Name and Title

Signature

Date

() -
Phone Number

() -
Fax Number

E-mail

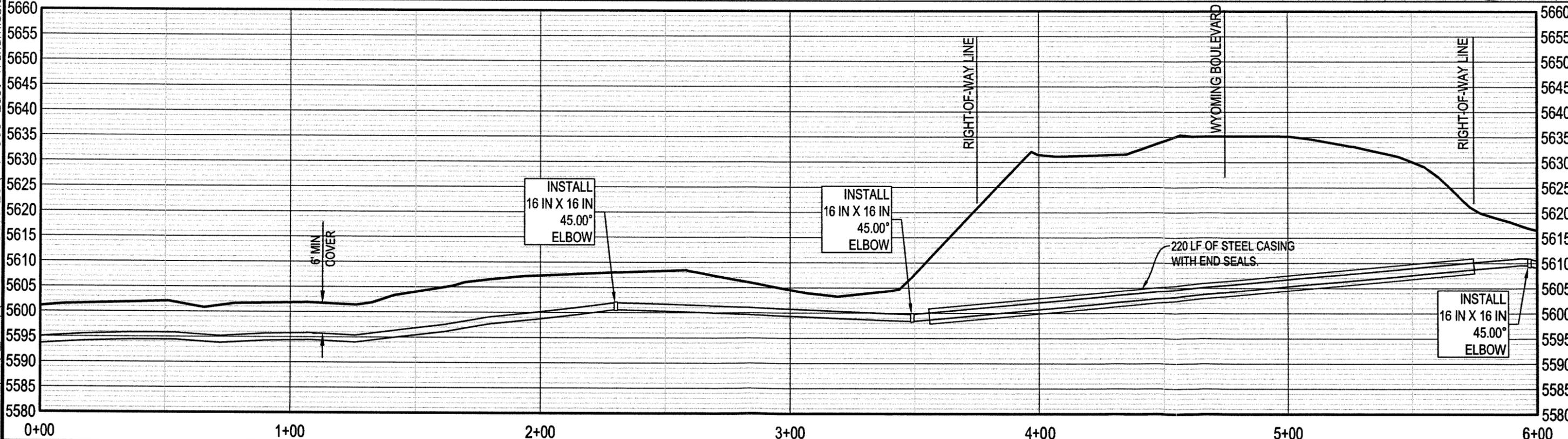
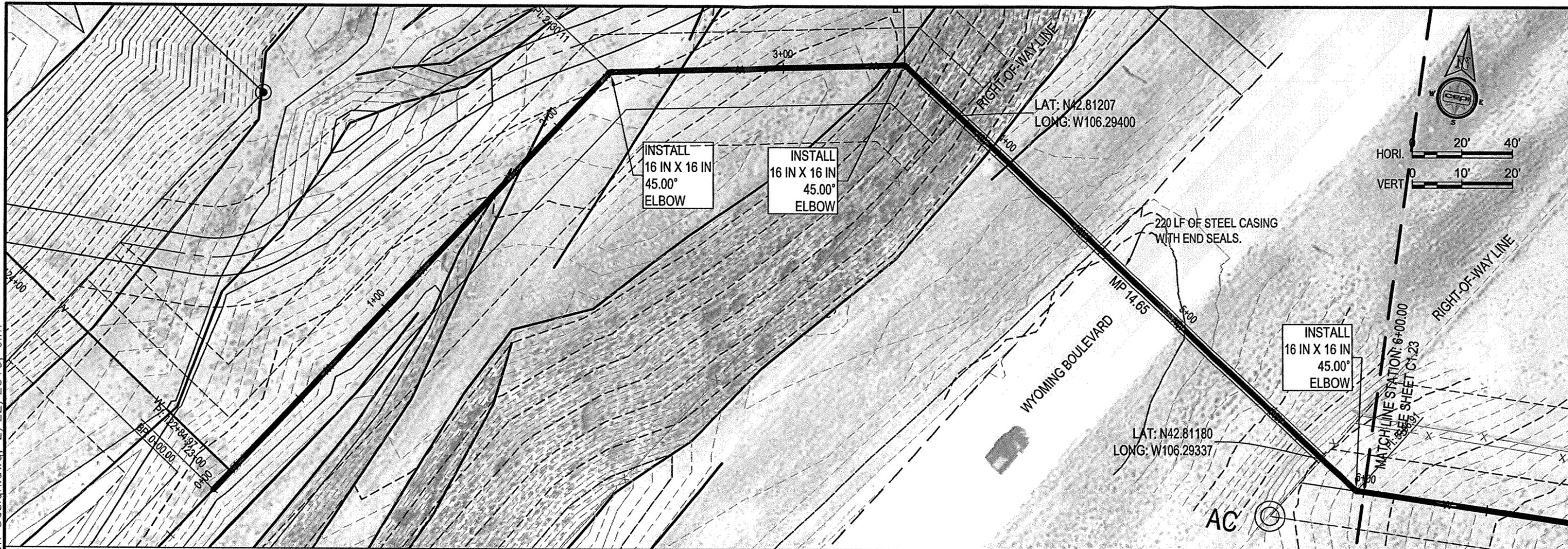
AGENCY

District Representative Printed Name and Title

Signature

Date

M:\Land 2014\Engr_Dwg\14-066 East Transmission Design.dwg, 2/22/2016, Jim



DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:	CEPI Civil Engineering Professionals, Inc. <small>600 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 Fax</small>	CITY OF CASPER CASPER WYOMING	EAST ZONE III IMPROVEMENTS PROJECT EAST TRANSMISSION MAIN - STA 0+00 TO 6+00	SHEET C1.22 of 62
				14-066	RC DATE: 02/16	NL DATE: 02/16	NL DATE: 02/16				

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.

WHEREAS, the City of Casper desires to install a water main within Wyoming Department of Transportation right-of-way and connect to a new water storage tank for the East Casper Zone III Water System Improvements Project; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute a utility license for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute a utility license with the Wyoming Department of Transportation for the East Casper Zone III Water System Improvements Project.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, and the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

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 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
David W. Hill, P.E., Public Utilities Manager
Bruce Martin, Assistant Public Utilities Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Approval of a M-21 Utility Service/Repair Permit with the Wyoming Department of Transportation for a 16-inch water transmission main at Southeast Wyoming Boulevard and Country Club Road.

Recommendation:

That Council, by resolution, execute a M-21 utility service/repair permit with the Wyoming Department of Transportation (WYDOT) for installation of a 16-inch water transmission main within WYDOT right-of-way to connect to the proposed pump station facility at Southeast Wyoming Boulevard and Country Club Road.

Summary:

The City of Casper is preparing to install a pump station facility at 2288 Kingsbury Drive. Installation of the pump station facility requires work for a new 16-inch water transmission main within Southeast Wyoming Boulevard, a WYDOT controlled right-of-way.

As the water transmission main will ultimately be owned and operated by the City of Casper, WYDOT requires an M-21 Utility Service/Repair Permit for this installation. The M-21 permit amends the M-54 permit previously obtained from WYDOT for the Country Club Road Reconstruction Project and documents the conditions under which the facility may be installed and is required by WYDOT.

The resolution and M-21 Utility Service/Repair Permit have been prepared for Council's consideration.

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

UTILITY SERVICE/REPAIR PERMIT

1. Parties.

The parties to this License are City of Casper, hereinafter referred to as Permittee, whose address is 200 N. David Street, Casper WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as Agency, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340.

2. Purpose of Permit.

The Agency hereby grants permission to the Permittee to operate, maintain, repair, or connect to their existing **16" Water Main** hereinafter referred to as Facility, located at:

Street Wyoming Boulevard and Country Club Road City/Town Casper
 Section 13 Township 33N Range 79W County (ies) Natrona
 Route 258 Ref. Marker 15.87 Maint. Section _____ M-54 Folder #: 65934 Dist. M-54 License #: 1241
 GPS Coordinates: Entering R/W: Latitude 42.823547 (Dec.deg.) Longitude 106.275653 (Dec.deg.)
 Exiting R/W: Latitude 42.8237501 (Dec.deg.) Longitude 106.2764865 (Dec.deg.)

(GPS Datum NAD/83 accuracy to ±30')

3. Plan/Staking Sheet.

The Utility shall attach hereto a plan sheet and/or staking sheet showing facilities to be repaired, maintained or having new service connections as part of this Permit. This plan sheet, shall be designated Exhibit "A" and made a part of this Permit. The Exhibit "A" shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and shall include the following requirements.

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed.
- Proposed facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.
- The maximum sheet size shall be 11" x 17".

4. Conditions.

This Permit is subject to the following conditions:

- a. This Permit is for the purpose of providing new service connections to, maintaining or repairing existing licensed facilities and does not permit new construction or extensive replacement of utility lines; such work requires a Utilities License, Form M-54. New service connections shall fall under the provisions of the existing Utility License.

- b. The work allowed under this permit shall commence only after the execution of this permit by both parties. If due to an emergency, work must begin before a permit can be processed, verbal approval must be obtained from the District Maintenance Engineer and a permit executed as soon as possible.
- c. The Permittee shall perform all necessary work in the maintenance or tapping of the utility and the cost of such work shall be borne solely by the Permittee. The work to be performed by the Permittee shall include the following as deemed applicable by the Department:
 - i. Sub-excavation of all unstable material and compaction of all backfill or special backfill to a density equal to the surrounding material or as defined by the Department. Density tests will be provided by Permittee whenever it is deemed necessary.
 - ii. All backfill shall be placed to the top of the sub-grade and the surface course or courses shall be replaced by like or better materials. (Asphalt pavement shall be replaced with asphalt pavement and concrete by concrete pavement).
 - iii. Furnish, provide, erect and maintain all necessary barricades, lights, reflectorized signs and take all necessary precautions for the protection of the work and safety of the traveling public at the work area in accordance with "Manual on Uniform Traffic Control Devices (MUTCD)" or WYDOT's "Traffic Control for Roadway Work Operations Manual".
 - iv. Boring or jacking shall be performed with a minimum of surface opening.
- d. If ground settlement or paving failure occurs after Permittee has completed backfilling and resurfacing the utility cut, the Department will correct such settlement or failure; and all labor, material and equipment required to make such correction will be billed to the Permittee.

5. Signatures.

In witness thereof, the parties to this Permit, either personally or through their duly authorized representatives, have executed this Permit on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Permit. The effective date of this Permit is the date of the signature last affixed to this page.

PERMITTEE

Daniel Sandoval, Mayor

Printed Name and Title

Signature

Date

(_____) _____ - _____
Phone Number

E-mail

CURRENT POINT OF CONTACT FOR COMPANY (If different from Permittee above)

Printed Name and Title

(_____) _____ - _____
Phone Number

E-mail

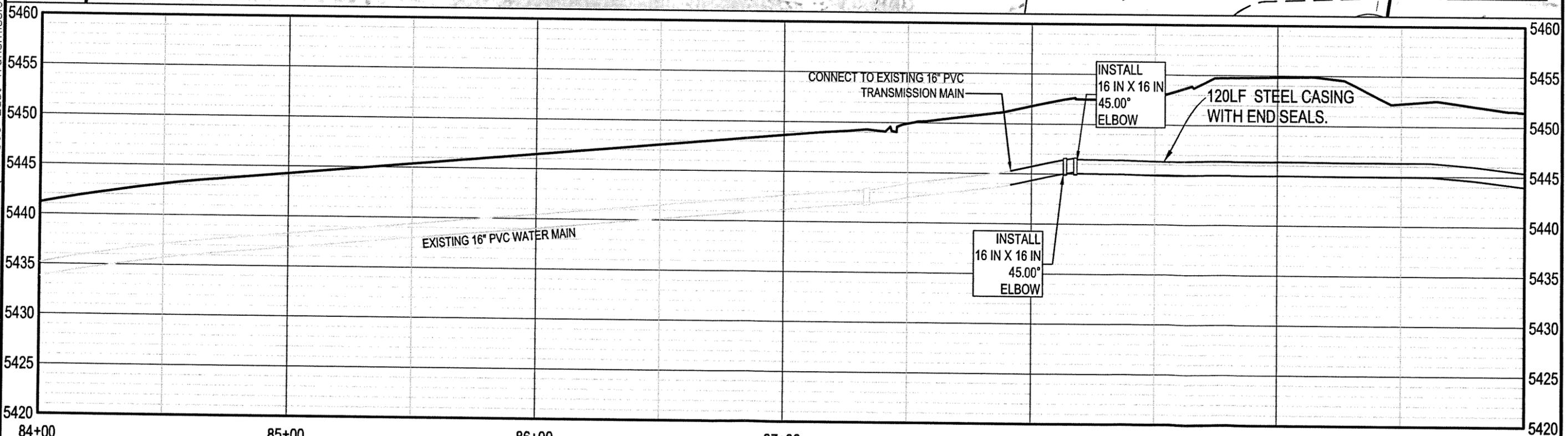
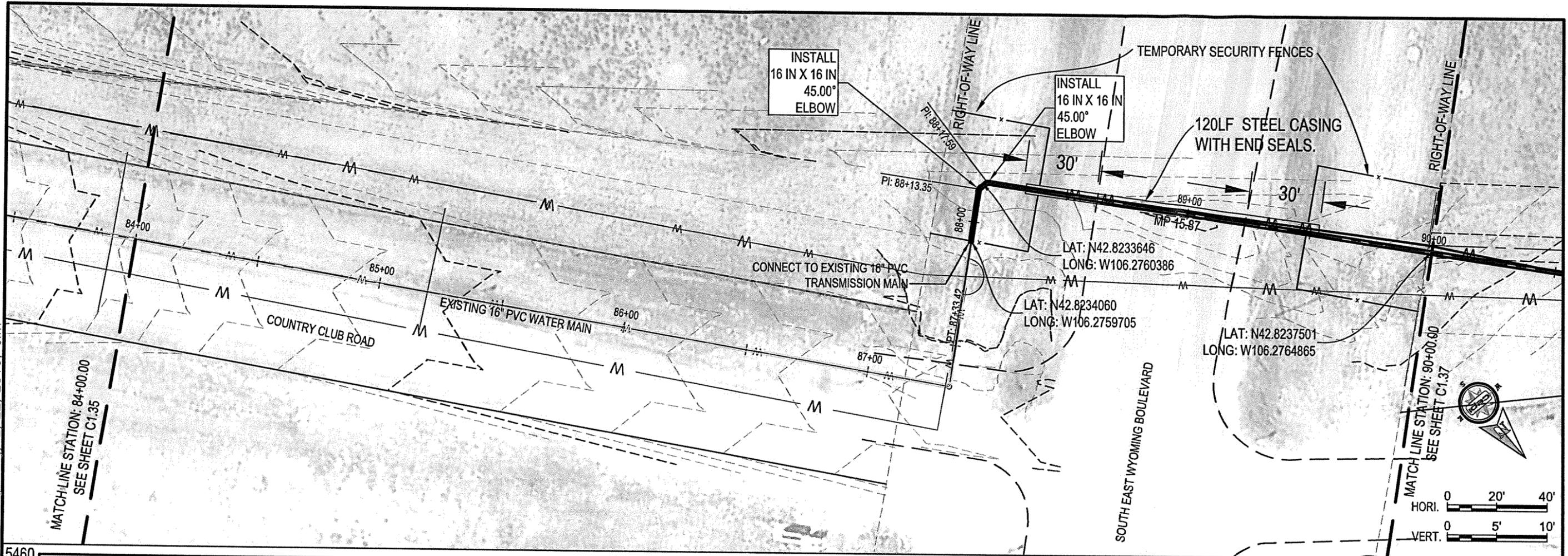
AGENCY

District Representative Printed Name and Title

Signature

Date

M:\Land 2014\Engr. Dwg\14-066 East Transmission Design.dwg, 2/22/2016, Jim



DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:	CITY OF CASPER		EAST ZONE III IMPROVEMENTS PROJECT		SHEET
				14-066	RC	NL	NL	CASPER WYOMING		EAST TRANSMISSION MAIN - STA 84+00 TO 90+00		62
					DATE: 02/16	DATE: 02/16	DATE: 02/16					C1.36 of



Civil Engineering Professionals, Inc.
6094 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax

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.

WHEREAS, the City of Casper desires to install a water main within Wyoming Department of Transportation right-of-way and connect to a new pump station for the East Casper Zone III Water System Improvements Project; and,

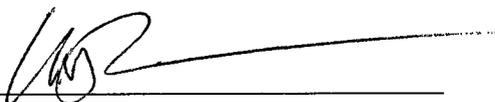
WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an access permit and utility license for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute a utility service/repair permit with the Wyoming Department of Transportation for the East Casper Zone III Water System Improvements Project.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, and the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

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

April 14, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Scott R. Baxter, P.E., Acting City Engineer
Andrew Colling, Engineering Technician

SUBJECT: Agreement with Treto Construction, LLC for the
2016 Pedestrian Pathways Project 16-007

Recommendation:

That Council, by resolution, authorize an agreement with Treto Construction, LLC, for the 2016 Pedestrian Pathways, Project No. 16-007, in the amount of \$208,450, and a contingency amount of \$16,550, for a total contract amount of \$225,000.

Summary:

On April 13, 2016, the City of Casper received nine (9) bids for the 2016 Pedestrian Pathways Project. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Treto Construction, LLC	Casper, Wyoming	\$208,450.00
Western Plains Landscaping	Casper, Wyoming	\$214,408.75
Full Contact Concrete	Casper, Wyoming	\$224,090.00
Grizzly Excavating	Casper, Wyoming	\$225,200.00
71 Construction	Casper, Wyoming	\$252,987.50
Schoeny, Inc.	Sheridan, Wyoming	\$268,980.00
EHC, LLC	Deaver, Wyoming	\$288,920.00
Powder River Construction	Gillette, Wyoming	\$295,775.00
Knife River	Casper, Wyoming	\$342,475.00

The engineer's estimate prepared by the City Engineering Office was \$270,000, with the low bid received at \$208,450. Adding a construction contingency amount of \$16,550 will bring the total contract amount to \$225,000. 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.

The project consists of installing approximately 4,000 lineal feet of concrete pedestrian pathways. A new section of pathway will be constructed along the Rails-to-Trails corridor between South Park Street and South Grant Street. New pathways will be added at Goodstein Park to improve neighborhood connectivity. Existing pathways at Yesness Park and near Sunrise Shopping Center will be replaced. The completion date for the project is July 29, 2016.

Funding for this project will be from Optional One Cent #15 Sales Tax monies allocated for FY16 Pathway Improvements.

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 Treto Construction, LLC, 1316 South Melrose Street, Casper, Wyoming, 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install pedestrian pathways at various locations throughout the City and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 2016 Pedestrian Pathways Project No. 16-007.

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 Pedestrian Pathways Project No. 16-007, 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 July 29, 2016 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 5, 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 Two Hundred Eight Thousand Four Hundred Fifty and 00/100 Dollars (\$208,450.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, 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 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 as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 *et seq*, withheld percentages for Contracts exceeding Twenty-Five Thousand 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 (Pages BF-1 through BF-4 and BS-1).
- 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 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 seven (7) sections.
- 8.10 Special Provisions consisting of three (3) sections.
- 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 Pedestrian Pathways Project No. 16-007

- 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.

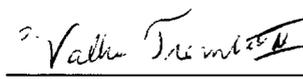
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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.

PPROVED AS TO FORM:
(2016 Pedestrian Pathways Project No. 16-007)



(2016 Pedestrian Pathways Project No. 16-007)

CONTRACTOR:

ATTEST:

Treto Construction, LLC
1316 S. Melrose Street
Casper, Wyoming 82601

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
**2016 Pedestrian Pathways
Project No. 16-007**

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 July 22, 2016, and completed and ready for final payment not later than August 5, 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>01</u>	Dated <u>04/06/16</u>
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: \$ 208,450.00

TOTAL BASE BID, IN WORDS: Two hundred eight thousand four hundred fifty and 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: Treto Construction, LLC
1316 S. Melrose St.
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 April 13, 2016, 2016.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Gorman G TRETTO (seal)
(Title)

(Seal)

Attest: Crista Treto

Business Address: 1316 S. Melrose st.
Casper, WY 82601

Phone Number: 307-237-8836

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.)

ITEMIZED BID SCHEDULE

2016 PEDESTRIAN PATHWAYS PROJECT NO. 16-007

ABBREVIATIONS

LS = LUMP SUM SY = SQUARE YARD SF = SQUARE FOOT LF = LINEAL FOOT EA = EACH

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
1	4000	LF	10' Wide Concrete Pathway w/Basecourse for Fifty _____ Dollar(s) and zero _____ Cent(s) per lineal foot.	50	00	200,000	00
2	150	SF	Concrete Sidewalk w/Basecourse for Six _____ Dollar(s) and zero _____ Cent(s) per square foot.	6	00	900	00
3	175	LF	R&R Concrete Curb & Gutter for Twenty _____ Dollar(s) and zero _____ Cent(s) per lineal foot.	20	00	3,500	00
4	550	SF	R&R Concrete Curbwalk/Sidewalk with ADA ramp for Six _____ Dollar(s) and zero _____ Cent(s) per square foot.	6	00	3,300	00
5	5	EA	Truncated Dome Mat Embedded in Ramp for One hundred and fifty _____ Dollar(s) and zero _____ Cent(s) per each.	150	00	750	00
TOTAL BASE BID (Addition of Items 1 through 5)						208,450	00

Bid Submitted By: Treto Construction, LLC
 (Name of individual, partnership, corporation or LLC, or join venture)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

2016 PEDESTRIAN PATHWAYS
CITY ENGINEERING PROJECT NO. 16-007

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: April 6, 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)



Andrew Colling, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

Treto Construction, LLC
Firm

Germon G. TRISTO
By: Signature

Managing Member
Title

4-7-2016
Date Received

ADDENDUM NO. 1

for the

**2016 PEDESTRIAN PATHWAYS
PROJECT NO. 16-007**

for the

City of Casper, Wyoming

ADDENDUM DATE: April 6, 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.

1. Section 01650, Measurement and Payment Procedures, Page 3 of 3, Section 1.03, Bid Item Descriptions

E. Item No. 5: F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp

Truncated Dome Mats shall be:

Access Tile Cast in Place Replaceable Tile

OR

ADA Solutions, Inc. Cast in Place Replaceable Tile

End of Addendum No. 1

RESOLUTION NO. 16-145

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

WHEREAS, the City of Casper desires to install additional pedestrian pathways at various locations throughout the City; and,

WHEREAS, Treto Construction, LLC, of Casper, Wyoming, is ready, willing and able to provide those services specified as the 2016 Pedestrian Pathways Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, Casper, Wyoming, for these 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 amount not to exceed Two Hundred Eight Thousand Four Hundred Fifty Dollars (\$208,450), and Sixteen Thousand Five Hundred Fifty Dollars (\$16,550) for a contingency account, for a total price of Two Hundred Twenty-Five Thousand Dollars (\$225,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

May 2, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director
Alex Sveda, P.E., Acting City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with Inberg-Miller Engineers, Inc.,
Lower Eastdale Creek Channel Improvements, Project No. 15-083

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Inberg-Miller Engineers, Inc., (IME), for engineering design services for the Lower Eastdale Creek Channel Improvements, Project No. 15-083, in the amount of \$35,995.

Summary:

The 2013 Stormwater Management Master Plan recommended and ranked various stormwater improvements projects. The Lower Eastdale Creek Channel Improvements project was identified as a priority in the master plan and includes installation of culverts and widening of the natural channel in order to reduce flooding of nearby public and private properties.

The Lower Eastdale Creek Channel Improvements project will include the upsizing of approximately 325 feet of culverts and 1,000 feet of the natural drainage channel near Bryan-Evansville Road. The project includes miscellaneous items such as road and street repairs related to culvert installation, and re-vegetation in the drainage channel to produce a more functional and aesthetically pleasing storm drainage conveyance system that can handle a minimum 10-year flood event.

IME was selected after a Request For Proposals was issued by the City of Casper Engineering staff. Among the eight (8) proposals submitted by consultants for this project, IME demonstrated the highest level of expertise in drainage channel improvements and was selected to provide the hydraulic analysis, design services and permitting for the project.

The total project cost estimated by City of Casper Engineering staff for the Lower Eastdale Creek Channel Improvements Project is \$450,000. This Contract for Professional Services with IME will be from a currently budgeted Optional One Cent #15 Sales Tax allocation in that amount.

A grant application has been completed with the Federal Emergency Management Agency (FEMA) for \$450,000, and FEMA would pay seventy-five percent (75%) of that amount if the grant is awarded. However, no grant funds are allocated to the design work that IME will perform.

A Contract for Professional Services and 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. Inberg-Miller Engineers, Inc., 1120 East “C” Street, Casper, Wyoming, 82601 (“Consultant”).

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

RECITALS

A. The City is undertaking a project to upsize culverts and widen the drainage channel along the lower part of Eastdale Creek near Bryan-Evansville Road in order to increase the storm water capacity and reduce flooding of properties and roads in the area.

B. The project requires professional services for engineering design.

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. Design.

1. The design includes replacement of storm sewer culverts, adding capacity to an existing storm sewer drainage channel, re-vegetation of the drainage channel, erosion control measures, and basic considerations for road cuts to replace the culverts.

2. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially existing roadway widths, utility locations, right-of-way, topographic data, surface elevations, etc. The Consultant shall utilize base mapping provided by the City from the City's GIS database for plan sheet preparation.
3. The Consultant shall coordinate with Owner on all specific project requirements and other work related to the project.
4. The Consultant shall coordinate with utility providers for their utility relocations and/or upgrades.
5. The Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability.
6. The Consultant shall perform soil borings for the Consultant to evaluate existing road/culvert crossings for asphalt thickness, crushed base thickness, and subgrade soil conditions. Consultant shall prepare a Geotechnical Report to provide a basis for the design of storm sewer culverts. The presence of any groundwater or volatile organic compounds (VOCs) shall be noted in the report with recommendations as to design modifications necessary to mitigate the problem areas, and as required to permit the storm sewer and earthwork with the WDEQ.
7. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, ninety percent (90%) complete, and again two (2) weeks prior to public advertisement.
8. The Consultant shall meet with Owner representatives during the course of preparing drawings and specifications to discuss the status of the project. Consultant shall prepare and distribute minutes of all progress meetings.
9. The Consultant shall attend any special meetings with the City Manager or City staff, relating to the performance of this contract, and shall provide the City with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses. As a minimum, monthly progress meetings shall be attended by the Consultant and the City.
10. The Consultant shall prepare application and documents necessary for permits with the US Army Corps of Engineers in regard to construction work that will eventually take place in the stream channel and will affect delineated wetlands. The Consultant shall provide the wetlands delineation as part of the permitting application.

B. Drawings.

1. The Consultant shall provide design drawings containing sufficient detail and information to determine construction costs and to construct the improvements. "Half size" (11"X 17") plan sheets shall be used, and all information on the drawings shall be legible.
2. Consultant shall prepare plans and specifications. Plan and profile sheets shall consist of a horizontal scale not less than 1"=50', and an appropriate vertical scale, indicating the proposed improvements and utility conflict locations. The Consultant shall provide detail sheets as necessary.
3. Plan information shall include parcel lines; rights-of-way; existing and proposed easements; existing and proposed alignments of storm sewer lines; existing alignments of water and sanitary sewer lines; existing underground utilities; relocation of any non-storm sewer underground utilities; length and grade of pipes in plan/profile view; pipe materials and sizes; locations of manholes, valves, and fire hydrants; and any relative asphalt or concrete limits.
4. Profile information shall include estimated depths of underground utilities and alignments of proposed utilities. Proposed underground utilities shall include estimated grades, stationing, and lengths.
5. Preliminary Design Drawings (50%) and Final Design Drawings shall be in computer-aided drafting format. This format shall be compatible with AutoCAD Version 2012 or newer. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the City's AutoCAD system and Municipal Code 16.20.020. The Final Design Drawings shall be sealed by a Professional Engineer licensed in the State of Wyoming.
6. The Consultant shall provide the City Engineering Office two (2) copies of the Preliminary Design Drawings (50%) to be reviewed by City staff. The same number of copies shall be provided again when the design is ninety percent (90%) complete. Consultant shall then provide four (4) copies of the Final Design Drawings on or before the Consultant's contract deadline. The approved corrected drawings shall be delivered to the City in a condition conducive to immediate project advertising for construction.
7. Consultant shall provide the City Engineering Office a copy of Final Design Drawings of the project in AutoCAD and PDF format on one set

of compact discs (CD's) labeled as *"Final Design Drawings – Lower Eastdale Creek Channel Improvements - Project No. 15-083"*.

C. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the utility replacements and street work.
2. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
3. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After final review by the Owner, Consultant shall incorporate any changes into the Project Manual.
4. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.
5. On or before the Consultant's contract deadline the Consultant shall provide the City Engineering Office a final copy of the Project Manual in MS Word and PDF format on one set of compact discs (CD's) labeled as "Bidding Documents – Lower Eastdale Creek Channel Improvements – Project No. 15-083". The approved corrected project manuals shall be delivered to the City in a condition conducive to immediate project advertising for construction.

D. Subconsultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The City and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.

3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 20th day of July, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty-Five Thousand Nine Hundred Ninety-Five Dollars (\$35,995).

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. All invoices shall be itemized in accordance with the "Schedule of Fees and Available Services," effective July 1, 2014 and having an issue date of May 2, 2016, which is attached hereto as Exhibit A and made a part of this 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:

Walter Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS:

By: Katie Wilson
Printed Name: Katie Wilson
Title: Admin Assistant

CONSULTANT:

By: Inberg-Miller Engineers, Inc.
1120 East "C" Street
Casper WY 82601
Printed Name: Eric T. Crasney
Title: Senior Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. CITY 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	\$1,000,000

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.

CITY OF CASPER - ENGINEERING DIVISION
Lower Eastdale Creek Channel Improvements Project - FEE SCHEDULE
 City of Casper Project No. 15-083
 March 31, 2016

IME Project 18577 - CEP

TASK	PERSONNEL HOURS BY CLASSIFICATION/RATE								Vehicle	SUPPLIES, EXPENSES, AND EQUIPMENT	TASK TOTALS
	PROJECT PRINCIPAL	PROJECT MANAGER	STAFF ENGINEER	SURVEY GPS TECH	ENGINEERING TECHNICIAN III	CADD TECHNICIAN III	PROJECT SUPPORT	LABOR TOTALS			
1. GENERAL ADMINISTRATION	HRS \$	4 \$580	20 \$2,700	20 \$1,700			4 \$240	48 \$5,220			\$5,220
2 TOPO SURVEY	HRS \$		2 \$270	2 \$170	10 \$900		8 \$760	22 \$2,100	\$100	\$450	\$2,650
3. SITE INVESTIGATION	HRS \$			8 \$680		8 \$640		16 \$1,320	\$100	\$1,300	\$2,720
4. COURTHOUSE RESEARCH	HRS \$		1 \$135		20 \$1,800	4 \$320		25 \$2,255		\$100	\$2,355
5 PRELIMINARY DESIGN (50%)	HRS \$		8 \$1,080	32 \$2,720	8 \$720		16 \$1,520	64 \$6,040		\$100	\$6,140
6. PRELIMINARY DESIGN (90%)	HRS \$		8 \$1,080	20 \$1,700	8 \$720		12 \$1,140	48 \$4,640		\$100	\$4,740
7 PROJECT MANUAL	HRS \$		1 \$135	12 \$1,020	\$0			13 \$1,155		\$100	\$1,255
8 FINAL DESIGN	HRS \$		4 \$540	12 \$1,020		4 \$320	8 \$760	28 \$2,640		\$100	\$2,740
9 COST ESTIMATES	HRS \$		2 \$270	8 \$680				10 \$950		\$250	\$1,200
10 MEETINGS WITH OWNER	HRS \$	2 \$290	12 \$1,620	12 \$1,020			1 \$60	27 \$2,990		\$100	\$3,090
11 PERMITTING	HRS \$	1 \$145	4 \$540	32 \$2,720	4 \$360		2 \$120	43 \$3,885			\$3,885
TOTAL HRS		7	62	158	50	16	44	344	\$200	\$2,600	\$35,995
TOTAL \$		\$1,015	\$8,370	\$13,430	\$4,500	\$1,280	\$4,180	\$33,195			

**PROJECT DESIGN
SERVICES TOTAL**

ACKNOWLEDGEMENT OF THIS PRICE
 PROPOSAL dated this 31st day of March, 2016,
 by Eric T. Graney, P.G., Senior Vice President
 for Inberg-Miller Engineers


 Eric T. Graney, P.G., Senior Vice President

SCHEDULE OF FEES & AVAILABLE SERVICES

EFFECTIVE JULY 1, 2014

PERSONNEL

Professional Engineer/Scientist I - VII	\$85.00 to \$145.00 /Hour
Professional Land Surveyor I - III.....	\$115.00 to \$135.00 /Hour
Senior Staff Engineer/Scientist I – III.....	\$100.00 to \$120.00 /Hour
Staff Engineer/Scientist I – III.....	\$75.00 to \$95.00 /Hour
CAD Drafting Technician I - III	\$75.00 to \$95.00 /Hour
2-Person Survey Crew	\$130.00 /Hour
GPS Technician/Party Chief I – III.....	\$85.00 to \$95.00 /Hour
Drilling Manager	\$75.00 /Hour
Project Support	\$80.00 /Hour
Engineering Technician/Survey Technician I – VII	\$55.00 to \$85.00 /Hour
Clerical.....	\$45.00 /Hour

EQUIPMENT

Vehicle.....	\$8.00 /Hour	\$50.00 /Day, *plus \$1.00 /Mile
One-Ton Flat Bed Truck	\$10.00 /Hour	\$60.00 /Day, *plus \$1.50 /Mile
Drill Rig.....		\$2.30 /*Mile
ATV		\$100.00 /Day
UTV.....		\$250.00 /Day
Nuclear Gauge.....	\$10.00 /Hour	\$50.00 /Day
GPS/RTK System.....	\$50.00 /Hour	\$300.00 /Day
Robotic Total Station.....	\$40.00 /Hour	\$200.00 /Day

*** Fuel Surcharge:** Mileage rate is based on fuel prices as of July 2014 (Source: wyominggasprices.com). If fuel prices increase over 15% from July 2014 rates, the percentage of increase will be added to all mileage rates.

EXPENSES

Additional Hard Copies of Bound Reports (Less Than 100 Pages).....	\$35.00 /Copy
Motel, Meals, Prints, Postage, Equipment Rental, Photocopies, and Other Miscellaneous Supplies	Direct Expense, Plus 10%
Subconsultant Services Secured With Client's Approval	Direct Expense, Plus 15%
Communication Expenses	2.5%
All Other Equipment and Materials Not Listed.....	BY QUOTATION

NOTES:

- All field charges begin at the time of departure and terminate at the time of return to the point of origin and/or place of lodging while away from the principal office, less time off for the convenience of the personnel.
- At client's request, or convenience, these hourly rates will be increased by fifty (50) percent to cover direct additional payroll and payroll-related charges for work requested on Holidays.
- All rates apply to travel time, stand-by time, project management, consultation, and report preparation time, unless noted otherwise.
- Inberg-Miller Engineers will prepare an estimated budget for services based upon client's detailed scope of services, if requested. Please be informed that project management and project support costs are a necessary part of any services provided. Final invoiced amounts may vary from estimated amounts depending on variations in scope, time of performance, and/or changes in anticipated conditions. Any items not specifically listed are by quotation.

CIVIL ENGINEERING..... BY QUOTATION

- Highway Design, Street Design, Grading and Drainage Design
- Solid Waste Planning; Landfill, Baler, and Transfer Station Design and Permitting
- Water System Design, Sanitary Sewer Design, Storm Sewer Design
- Irrigation and Drainage Design, Hydrologic and Hydraulic Analysis
- Residential and Commercial Subdivision Design
- Site Design for Commercial Developments and Schools
- Spill Prevention Control and Countermeasure (SPCC) Plans
- Stormwater Pollution Prevention (SWPPP) Plans
- Mine Permitting and Mine Reclamation Design
- Construction Contract Administration and Construction Observation

GEOTECHNICAL ENGINEERING..... BY QUOTATION

FIELD SERVICES

- Subsurface Exploration, Contract Drilling, Direct Push Exploration, Rock Coring
- Drilling and Sampling (Small, Medium and Large Diameter Test Borings)
- Foundation Analysis and Design Recommendations
- Earth Dam & Reservoir Design and Reconnaissance, Slope Stability Analysis
- Explorations for Roadway; Borrow Sources and Aggregate Sources on Highway Construction
- Monitor Well Installation, Development, Purging, Sampling, Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Ground Water Pumping/Drawdown Tests, Permeability/Density of In-Place Soil

LABORATORY SERVICES

- Moisture-Density Relations of Soils, Particle Size Analyses, Soil Index Tests
- Soil Classification, Strength Tests, Volume Change, California Bearing Ratio Test
- Triaxial Shear Strength Tests, Permeability Tests, Corrosivity Tests (Soil)
- Analytical Testing of Soil and Ground Water Samples, Packaging and Handling of Samples
- Mobile Laboratory

CONSTRUCTION MATERIALS TESTING AND OBSERVATION..... BY QUOTATION

FIELD AND LABORATORY SERVICES

- Soils/Aggregates, Portland Cement Concrete and Masonry, Asphalt Concrete
- International Code Council (ICC) Structural Masonry Inspection and Structural Steel, Bolting, and Welding Inspections (S1 & S2 Level)

ENVIRONMENTAL ENGINEERING..... BY QUOTATION

- Solid Waste Disposal Design and Permitting
- Categorical Exclusions, Phase I, II, and III Site Assessments, Extent of Contamination Studies
- Soil and Groundwater Remediation Systems Design and Implementation
- Monitor Well Installation, Development, Purging, Sampling, and Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Geologic Cross-Sections, Contaminant Isoconcentration Maps

LAND SURVEYING..... BY QUOTATION

- PROPERTY SURVEYS: Subdivision Platting and Mapping, Farm/Ranch Surveys, Cadastral Surveys, Boundary Retracement
- ENGINEERING SURVEYS: Topographic Surveys, Highway, Street, and Road Design Surveys, River and Flood Plain Cross-Sections
- UTILITY SURVEYS: Preliminary, Construction, and As-Built Surveys for Cross-Country Pipelines and Power Transmission Lines
- CONSTRUCTION SURVEYS: Highways, Utilities, Bridges
- MISCELLANEOUS: Mine Reclamation Surveys, Water Rights, Mining Claims
- ALTA/ACSM Land Title Detailed Property Surveys

Payment is due upon presentation of invoice, and is past due 30 days from invoice date. A finance charge of one and one-half (1½) percent per month, or the maximum rate allowed by law, will be assessed against the unpaid balance

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.

WHEREAS, the City of Casper desires to secure an engineering firm to provide engineering design services for the Lower Eastdale Creek Channel Improvements Project; and,

WHEREAS, Inberg-Miller Engineers, Inc., is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Inberg-Miller Engineers, Inc., in the amount of Thirty-Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$35,995.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Thirty-Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$35,995.00).

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 12, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P. E., Public Services Director
Cynthia C. Langston, Solid Waste Manager
Jason Knopp, City Engineer 

SUBJECT: Contract for Professional Services with Peak Laboratories
Landfill Gas Collection and Control System, Project No. 12-11CQA

Recommendation:

That Council, by resolution, authorize a contract for professional services with Peak Laboratories (Peak), to perform construction quality assurance (CQA) oversight and project administration during construction of the Landfill Gas Collection and Control System (GCCS) at the closed balefill, in an amount not to exceed \$188,940.55.

Summary:

The closed balefill is located just east of Bryan Stock Trail, north of Metro Road, and north of the North Platte River on approximately 107 acres of land owned by the City of Casper (City). The City purchased approximately 40 acres of the balefill property in 1954 and began landfill operations in 1960. Two additional parcels in the balefill site were purchased in 1968 and 1970. A fourth parcel was given to the City in 1981. The balefill stopped accepting waste and completed closure activities in 2009, which included capping the unlined garbage north of Metro Road and east of Bryan Stock Trail.

In the mid 1990's, volatile organic compounds (VOCs) were found in groundwater wells down-gradient of garbage. The Wyoming Department of Environmental Quality (WDEQ) required the City to drill additional groundwater monitoring wells to assess the extent of contamination from the unlined balefill. In the last several years, VOCs and other inorganic leachate parameters (pollutants from municipal solid waste) were detected that exceed groundwater Maximum Concentration Levels (MCLs) allowed by Wyoming Department of Environmental Quality (WDEQ). Additional wells were installed in 2008 to determine how far downstream of the North Platte River the extent of contamination occurs.

Once the extent of the contamination was determined, an Assessment of Corrective Measures (ACM) was performed to determine the various options for remediation. As an outcome of the ACM study, it was determined that three types of remediation systems should be implemented by the City to remediate groundwater contamination caused by the unlined landfill. The top ranked remediation system, as determined by the ACM, includes construction of an active landfill GCCS at the closed balefill. An active landfill GCCS includes collection of landfill gas in vertical wells and is transferred via piping to a flare where it will be burned. Approximately 100 vertical wells will be

drilled through the garbage over the 107 acres at the closed balefill. The flare will be an enclosed flare located just northeast of the corner of Bryan Stock Trail and Metro Road.

Peak as performed specialized construction oversight for the city in the past, including: the lined Balefill Closure, the expansion of Cells 1 and 2, the expansion of Cells 3 and 4, and the biosolids treatment facility. Peak staff was able to reduce construction costs by several million dollars from the Engineered Construction estimate for the Balefill Closure, and for the expansion of Cells 1 and 2.

Staff recommends awarding Peak a professional services contract to perform CQA oversight for the landfill GCCS.

Funding for this project is from FY16 Balefill Fund Reserves and will be eligible for 100% reimbursement under the State of Wyoming's landfill remediation program.

The Contract for Professional Services and resolution are 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. Peak Laboratories, Inc., P.O. Box 820, Glenrock, Wyoming 82637 ("Contractor").

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

RECITALS

A. The City is undertaking a project to construct a landfill gas collection and control system (GCCS) at the Closed Balefill.

B. The project requires professional services to perform daily construction quality assurance (CQA) oversight and project administration during the construction of the landfill GCCS at the closed Balefill.

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

D. The City desires to retain the 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 professional services in connection with and respecting the project as described in Exhibit A.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of May, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump

sum of One Hundred Eighty-Eight Thousand Nine Hundred Forty Dollars and 55/100 (\$188,940.55) as specified in Exhibit B.

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 the state of Wyoming's Landfill Remediation Program requirements (as specified in Exhibit C), 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:

A handwritten signature in blue ink, appearing to be 'C. J. ...', is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS:

CONTRACTOR
Peak Laboratories, Inc.
P.O. Box 820
Glenrock, Wyoming 82637

By: Brandy Coyle
Printed Name: Brandy Coyle
Title: Admin. Asst. with City of Casper

By: Dan H Hensley
Printed Name: Dan H Hensley
Title: President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
C. Business Automobile Liability	\$1,000,000 Combined Single Limit
C. Professional Liability/Errors & Omissions	\$1,000,000 Per Occurrence \$3,000,000 Aggregate

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

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

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

11.5 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.

EXHIBIT A

**PEAK LABORATORIES, INC,
PROPOSED SCOPE OF WORK
CONSTRUCTION QUALITY ASSURANCE (CQA)
AND CONTRACT ADMINISTRATION
CASPER REGIONAL LANDFILL**

2016 BALEFILL GCCS IMPROVEMENTS PROJECT

February 15, 2016

Ms. Cindie Langston, Director
City of Casper
Solid Waste Division/Casper Regional Landfill
1886 North Station Rd.
Casper, WY. 82609

Re: Casper Balefill Gas Collection and Control System Project

Dear Ms. Langston:

Peak Laboratories, Inc. (PEAK) of Glenrock, Wyoming and Golder Associates Inc. (GOLDER) of Lakewood, Colorado are pleased to present the following proposed scope of work for the above-referenced project. The Peak/Golder team has worked together on numerous projects in Wyoming since 2009 including the Casper Balefill Closure; Casper Regional Landfill expansion projects (Cells 1, 2, 3, and 4); and the Casper Construction and Demolition Cell. Golder also provided design and permitting services for this GCCS improvement project. Both firms have extensive experience with the construction oversight and operation of landfill gas collection and control systems. PEAK will serve as the lead firm for the project with GOLDER serving as Certifying Engineer. Specific personnel assigned to the project are as follows:

CQA TEAM

Bill Hensley, CQA Project Manager/Lead CQA /RPR
GOLDER, PE, CQA Certifying Engineer
John Stein, GSI/NICET Certified CQA Monitor/Alternate RPR
Scott Jackson, GSI Certified CQA Monitor (backup)

Additional personnel are available if required.

TASK ONE: PRE-CONSTRUCTION SERVICES.

Review technical specifications, construction drawings, and other contract documents prepared for the project by GOLDER. Provide review comments to the City of Casper and WDEQ Landfill Remediation Representative based on document review specifically with regard to constructability issues; requests for clarifications and/or additional information regarding the technical specifications, construction drawings and/or CQA manual. Review to be completed prior to Construction Pre-Bid meeting.

Attend construction Pre-Bid meeting. Respond to information and/or clarification requests by prospective bidders concerning administration of CQA program during construction.

City of Casper
Balefill GCCS

PEAK CQA SOW
February 2016

Establish submittal control log. The submittal control log is in MS Excel format and will list all submittals required by the technical specifications. The submittal control log will be utilized by RPR in tracking submittals and can be issued to the Earthwork Contractor and Geosynthetics Installer on request. Lead CQA /Resident Project Representative (RPR) will maintain the submittal control log in coordination with the Contractor during construction. The submittal control log documents; 1) submittal numbers, 2) referenced specification sections, 3) submittal descriptions, 4) received dates, 5) reviewer, 6) submittal review status/action taken determinations and 7) return dates.

Attend the pre-construction meeting. Establish the role, authority, and responsibilities of each organization and individual involved in the project and prepare an organizational chart for the project to clearly indicate lines of responsibility and communication. The CQA project manager will document the meeting by preparing and distributing meeting minutes.

TASK TWO: CONSTRUCTION MANAGEMENT/CONSTRUCTION QUALITY ASSURANCE

In general, PEAK and GOLDER will implement the on-site CQA program as described in the *Contract documents*.

CQA generally includes product verification testing, construction monitoring, construction verification testing, administration of project meetings as related to CQA, and project documentation.

PEAK and GOLDER will mobilize personnel and equipment for performance of the work and demobilize at the completion of the project.

PEAK will prepare and enforce a site specific Health and Safety Plan (HASP) for its employees which will be maintained at the Project Site. Each employee will be thoroughly familiar with the HASP and so signify prior to working at the site. The RPR will serve as the Health and Safety Officer for this project. PEAK will not be responsible for the enforcement of Health and Safety issues for anyone not in its employ, including, but not limited to, contractor's, installer's or City of Casper's employees.

During construction, the CQA Project Manager/RPR will prepare a Daily Summary Report. This report will organize and summarize all construction activities, CQA verification procedures, CQA testing, and QC testing completed during the day.

The Daily Summary Reports will be submitted to the Owner and to the CQA Certifying Engineer on a daily (next day) basis, and a weekly summary will be submitted to the WDEQ Landfill Remediation Representative. Each CQA monitor assigned to the project will also maintain a daily log book of all construction activities for which he is responsible. The original Daily Summary Reports will be compiled and presented in the Construction Certification Report submitted to WDEQ at the conclusion of the project.

PEAK will conduct and document periodic progress meetings during construction. The progress meetings will be scheduled, when possible, to coincide with the beginning of major units of construction. The meeting will be attended by representatives from the City of Casper, the CQA Certifying Engineer, the RPR, and the Superintendents and other representatives from the contractor/installer. Additionally, informal preparatory meetings will be held for each unit of construction and attended by the RPR and the contractor/installer. The objective of these preparatory meetings is to establish a complete understanding of the upcoming unit of construction and of the CQA procedures and testing that will be implemented during construction. To achieve this objective, the RPR will address the following agenda in the preparatory meetings.

- Review product section of the technical specifications and materials needed for the work.
- Review the execution section of the technical specifications.
- Review construction staking and grade control staking needed to complete the work.

- Review test records, and Contractor and Installer's quality control test procedures.
- CQA test procedures.
- Review required submittals.
- Coordination, scheduling, and sequencing of the work.
- Equipment and manpower.

PEAK will assist the Owner with on-site construction management and contract administration that generally includes submittal review and control, maintenance of as-built record drawings, measurement and computation of units of construction for payment purposes, processing progress payments, processing change orders, preparing recommendations for payment, and final contract close-out.

PEAK, in conjunction with the City of Casper and the WDEQ Landfill Remediation Representative, will prepare a punch list of items requiring corrective action as the project nears completion. The CQA organization will verify that all punch list items are corrected prior to contractor(s) demobilization. Any discrepancies will be reported immediately to the City of Casper and the WDEQ Landfill Remediation Representative. During the one year construction warrantee period the CQA organization will provide support to the City of Casper and the WDEQ Landfill Remediation Representative, and to coordinate corrective action needed on warrantee items.

PEAK will prepare any necessary change orders to the contract in consultation with the Design Engineer (when appropriate), the City of Casper, and the WDEQ Landfill Remediation Representative. All change orders will be approved by the City of Casper and the WDEQ Landfill Remediation Representative prior to issuance to contractor. RPR will maintain a detailed list of change orders which will be presented to the City of Casper, the WDEQ Landfill Remediation Representative, and contractor(s) in a finalized form within two days of project completion.

PEAK and GOLDER (as certifying engineer) will certify to the Owner and WDEQ that landfill GCCS construction is in compliance with the contract documents and the design intent. Specific responsibilities of the certifying engineer include; 1) Current Registration as a professional engineer in the state of Wyoming; 2) verification that all CQA procedures are correctly and completely implemented by the CQA Organization; 3) review all CQA documentation for accuracy and completeness; 4) review as-built survey information provided by contractor(s) to verify soil cover thickness requirements have been met prior to placement of subsequent layers; and 5) assist with preparation of the final certification report. CQA certifying engineer will provide stamped certification based on a series of a site visits (minimum of 1 site visit each 6 weeks during construction), weekly review of Summary reports and CQA documentation, weekly project status review with RPR and editing/review of the final certification report.

Data acquisition and initial preparation of the final certification report will be initiated during construction. A preliminary outline of the report will be developed including the introduction, details of the on-site CQA program, construction methods, revisions and modifications made during construction, and a statement of compliance. At project completion, the CQA organization will prepare a set of final record drawings incorporating as-built information provided by the contractor including changes to the design and as-built survey data. The record drawings will be presented in the Construction Certification (CQA) Report.

TASK THREE: LANDFILL GAS COLLECTION AND CONTROL SYSTEM CONSTRUCTION AND AS-BUILT SURVEYS

Delete. Survey will be responsibility of contractor.

City of Casper
Balefill GCCS

PEAK CQA SOW
February 2016

TASK FOUR: FINAL CERTIFICATION REPORT

At the completion of the project, the CQA Certifying Engineer and the CQA Organization will prepare the final certification report. The certification report will consist of information and data generated by the CQA program and will document that landfill construction is in compliance with the contract documents and the design intent. At a minimum, the report will contain the following information.

- Summary of construction methods for each unit of construction completed.
- Summary of the CQA program implemented during construction and specific CQA verification procedures for each unit of construction completed.
- Results of product quality assurance verification testing and construction testing.
- Design modifications and technical revisions to the contract documents.
- CQA geosynthetics repair logs.
- Selected photographs
- Survey information
- Project correspondence.
- Final record drawings.
- Statement of compliance signed and stamped by the Certifying Engineer.

The report will be a submittal to the City of Casper and Wyoming DEQ.

TASK FIVE: POST-PROJECT SUPPORT

The PEAK/GOLDER team will assist the City with post-completion support including preparation of a detailed punch list, oversight of punch list completion, and correspondence with contractors regarding any required warranty work and oversight of the performance of warranty work. PEAK/GOLDER will also prepare and distribute project completion certificates for each contractor.

Deliverables

1. Daily Summary Report(s) will be submitted electronically to the City on a daily basis. Weekly Summary Reports will be submitted electronically to WDEQ and other entities as requested by Owner.
2. All CQA documentation generated during construction will be compiled and presented to the City in a single 3-ring binder at project completion.
3. Six copies of the final certification report will be submitted within 30 days after project completion. NOTE: Project is not complete until all required submittals have been received.

Insurance

SWPW maintains the following current and appropriate insurance coverage(s)

1. Professional Liability.

City of Casper
Balefill GCCS

PEAK CQA SOW
February 2016

2. General Liability
3. Automobile
4. Employers Liability
5. Umbrella Policy
6. Wyoming Workers Compensation Insurance

Copies of current insurance certificates are attached. The City of Casper can be added as an additional insured upon request.

Invoicing and Billing

1. PEAK will invoice monthly including all CQA costs for that calendar month. The invoice will be presented at the beginning of the following calendar month and work with the City to utilize Wyoming Department of Environmental Quality voucher documentation. Payment terms are net 45 days from presentation.
2. CQA labor hours will billed according to the attached CQA budget for Casper Balefill Closure GCCS. CQA labor hours will be tabulated from hours documented on Daily Summary Reports.
3. The attached CQA budget was prepared using the best available information at the time of preparation. Final CQA costs are dependent on the actual construction schedule which is beyond the control of the CQA organization. If the project is completed prior to the assumed completion date, the unused portion of the budget will simply not be invoiced. If the project continues beyond the assumed completion date, a change order will be presented to the City to accommodate the extension and request an increase to the CQA budget.

EXHIBIT B



Casper Regional Landfill

Balefill Gas Collection and Control System (GCCS) - 2016

Budget Proposal for CM/CQA Services

Task 1 Preconstruction Services (pre-bid, pre-con, review)

CM/CQA Project Manager	hour	85.00	32	\$2,720.00
Certifying Engineer	hour	135.00	8	\$1,080.00
			Task 1 Subtotal	\$3,800.00

Task 2 Construction Management/CQA

CM/CQA PM/RPR	hour	85.00	1750	\$148,750.00
Certifying Engineer	hour	135.00	64	\$8,640.00
			Task 2 Subtotal	\$157,390.00

Task 3 Survey

Contractor will perform survey	LS			
			Task 3 Subtotal	\$0.00

Task 4 Final Construction Certification Report

CM/CQA Project Manager	hour	85.00	40	\$3,400.00
Certifying Engineer	hour	135.00	40	\$5,400.00
Cadd Technician	hour	75.00	20	\$1,500.00
Word Processor	hour	50.00	40	\$2,000.00
			Task 4 Subtotal	\$10,300.00

Task 5 Post Project Support and GCCS O&M

not included				
			Task 5 Subtotal	\$0.00

Expenses

Truck	mile	0.54	19200	\$10,368.00
Communications	LS	0.025	157,390	\$3,934.75
Shipping, field supplies	LS	0.020	157,390	\$3,147.80
			Expenses Subtotal	\$17,450.55

Total \$188,940.55

Assumptions and Clarifications:

1. Based on a 192-working days schedule at 10 hours per day per Design Engineer .
2. Mileage based on 192 days @ 100 MPD (Glenrock-Casper-Glenrock + site travel)
3. Communications fee based on 2.5% of labor
- 4 .1 hour per day travel time

EXHIBIT C

ITEMS ELIGIBLE FOR PAYMENT

Customary work plan preparation expenses will be eligible for payment, including:

- Review of existing site information;
- Meeting with Department and operator to discuss the scope of work;
- Preparation of plan documents;
- Preparation of a site Health and Safety Plan (HASP).

Customary investigation expenses that are performed in accordance with a Department approved work plan will be eligible for payment, including:

- Geophysical investigations;
- Utility clearances ("locates");
- Well drilling, construction and development (drilling needs to be invoiced by the foot or hour);
- Surveying;
- Drill rig mobilization and demobilization;
- Preparation of an investigation report;
- Field oversight by a qualified geologist or engineer, as appropriate;
- Field monitoring (including health and safety monitoring during field activities);
- Personal protective equipment (PPE);
- Field supplies;
- Mileage: Passenger cars, 3/4 ton vehicles (and under), shall be paid at the IRS rate in effect at the time of the work; one-ton vehicles shall be paid at a rate of 2.25 times the IRS rate in effect at the time of the work; drill rigs shall be paid at a rate of \$2.50/mile;
- Lodging and meals shall be paid with per diem rates as utilized by the State of Wyoming;
- Payment for the actual cost of communication items such as postage, photocopies, report covers, etc., is preferred; however, a "Communication Fee" no greater than 2.5% of labor charges may be charged for these items if not included in standard billing rates (the fee must be a standard billing practice of the consultant).

Customary sampling and analysis expenses will be eligible for payment, including:

- Labor, equipment, and material costs for the field work to collect samples;
- Conventional bailer sampling methods and equipment, or other methods as approved by the Department;
- Laboratory analytical charges;
- Reporting expenses.

Remediation Project Costs:

- Capping or approved phased reclamation
- Groundwater remediation and monitoring
- Methane mitigation and monitoring
- Other closure related expenses, including engineering, geological, and other professional services

Note: When evaluating which costs are eligible for payment, the amount charged by others conducting similar work will be considered. Invoices must be itemized and detailed. Labor charges must include dates, rates, hours and activities. Project supplies must be listed in detail with clearly itemized quantities and costs. Mobilization and demobilization charges must include details on mileage, hourly, or daily rates and quantities of each. Invoiced travel charges must include dates, destinations, mileage and rates. Drilling/completion costs must be estimated and billed by the hour or foot. Invoices must include rates and actual footage/hours as well as specifics on the materials used. Invoices from subcontractors must include a similar level of detail.

Note: The eligibility of labor and material charges not covered by this list shall be determined through advance consultation with the Department.

ITEMS INELIGIBLE FOR PAYMENT

Chapter 17 Ineligible Expenses:

- Salaries or benefits for employees of the municipal solid waste facility;
- Operational costs of municipal solid waste facilities;
- Costs for any asset that is owned by a private property owner;
- Costs for tap fees, sewer and water fees, and plant investment fees;
- Engineering fees, including design, inspection, and contract administration costs, over ten percent (10%) of projects costs, unless otherwise approved by the Department;
- All non-cash costs except:
 - (A) Land, labor, materials, equipment, and services provided by the applicant, and used for project purposes, valued at reasonable, actual cost;
 - (B) Land, labor, materials, equipment, and services provided to the applicant by others, at no cost to the applicant, used for project purposes and valued at reasonable, actual cost; and
 - (C) Land which is integral to the Municipal Solid Waste Facilities Remediation Program process but not costs for land in excess of current fair market value and/or costs for an amount of land in excess of that needed for project purposes. Land costs not defined in the application will be ineligible for reimbursement.
- Costs for preparation or presentation of applications for any source of funding;
- Costs for transportation, meals, and lodging incurred anywhere away from the site of the project;
- Costs of tools, supplies, and furnishings for capital projects not included in DEQ - approved construction contract documents, including, but not limited to, capital equipment, hammers, tanks, tools, furniture, drapes, blinds, file cabinets, file folders, and survey stakes;
- Legal fees;
- Costs related to issuance of bonds;
- Costs for real property in excess of current fair market value and/or costs for an amount of real property in excess of that needed for project purposes;

- Costs to establish and form special districts or joint powers boards;
- Costs incurred prior to facility being eligible pursuant to Section 3, except costs for architectural and engineering design and those costs incurred pursuant to Section 3(a)(iii)(C) of this Chapter;
- Costs for a contingency or additional work allowance in excess of ten percent (10%) of estimated construction costs;
- Costs for change orders not approved by the Department;
- Lump sum contracts unless approved by the Department; and
- Costs for meals, mileage and incidental expenses in excess of federal per diem rates.

Other Ineligible Expenses:

- Costs to establish and form special districts or joint powers boards;
- Costs to select consultants or contractors;
- Weather delays (short delays may be appropriate with approval from WDEQ);
- Equipment delays;
- Crew change charges;
- General "down time";
- Costs for work **NOT** pre-approved by the Department;
- Repetitive mobilization and/or demobilization charges;
- Contractor work delays due to labor disputes or work stoppages;
- Markup or handling charges will not be paid; all overhead costs associated with negotiating subcontractors, insurance, purchase and storage of materials or supplies, etc., must be included in direct labor rates;
- Any re-drilling of boreholes necessitated by the negligence or fault of the RECIPIENT;
- Any re-drilling of boreholes caused by failure to reach the planned total depth, by careless drilling affecting samples, or for failure in the installation of well materials;
- Resampling required due to sample handling, sample container breakage, missed hold times, etc.;
- Report corrections needed due to deficiencies.

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.

WHEREAS, the City of Casper desires to construct a landfill Gas Collection and Control System (GCCS) at the closed Balefill; and,

WHEREAS, the City of Casper desires to have daily construction quality assurance (CQA) oversight and project administration performed during the construction of the landfill GCCS at the closed Balefill; and,

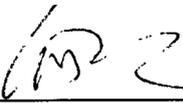
WHEREAS, Peak Laboratories, Inc., is able and willing to provide these services specified as construction oversight and project administration for construction of a landfill GCCS at the closed Balefill, Project Number 12-11CQA.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Peak Laboratories for this service.

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 contract, equal to a total fixed cost amount of One Hundred Eighty-Eight Thousand Nine Hundred Forty and 55/100 Dollars (\$188,940.55).

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 6, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, Public Services Director
Jason Knopp, City Engineer 
Jolene Martinez, Special Projects Coordinator 

SUBJECT: Amendment No. 3 to the Contract for Professional services with Stantec Consulting Services, Inc., for the North Platte River Restoration Phase II Project, Project No. 14-17

Recommendation:

That Council, by resolution, authorize Amendment No. 3 with Stantec Consulting Services, Inc., for additional engineering services for the North Platte River Restoration Phase II Project, No. 14-17, in an amount not to exceed \$5,160, for a total contract price of \$567,823.

Summary:

Stantec Consulting Services, Inc., is currently under contract for design and construction administration services for the North Platte River Restoration Project, Project No. 14-17. The project includes providing design services for the Morad Park, Wyoming Boulevard, Water Treatment Plant, Izaak Walton/Ft. Caspar, and Knife River sites with the intent of improving water quality, stabilizing river banks, removing rip/rap concrete from the banks, removing non-native vegetation, and replanting the riparian zone with native vegetation.

Staff is working to gather funding to construct the Izaak Walton/Ft. Caspar site with the goal of starting construction in 2017. Council authorized staff to submit a grant for \$3.5 million to the Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation Grant Program at their April 19, 2016 meeting. Critical to the FEMA grant application is a benefit cost analysis that must be completed through FEMA's specialized software and attached to the application. For a river restoration project, specialized green infrastructure calculations must also be made. Stantec Consulting Services, Inc., has expertise in the green infrastructure calculations for the FEMA benefit cost analysis and has written numerous successful FEMA grant applications. These services were not included as part of the contract. Their proposal is \$5,160 to assist staff with the FEMA benefit cost analysis and to perform an overall review to help strengthen the entire application. Staff recommends authorization of the contract amendment.

Funding will come from private contributions for river restoration.

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

AMENDMENT NO. 3
TO THE
CONTRACT FOR PROFESSIONAL SERVICES
WITH THE
CITY OF CASPER
FOR THE
NORTH PLATTE RIVER RESTORATION
PROJECT NO. 14-17

The City of Casper, Owner, hereby authorizes Amendment No. 3 to the Contract for Professional Services with Stantec Consulting Services, Inc. for the North Platte River Restoration Phase II Project, No. 14-17, dated February 3, 2014, to extend the amount of compensation to the Engineer by a sum not to exceed Five Thousand One Hundred Sixty Dollars and 00/100 (\$5,160.00). The total amount of compensation for the contract, including this Amendment, shall not exceed Five Hundred Sixty-Seven Thousand Eight Hundred Twenty-Three Dollars and 00/100 (\$567,823.00) without written approval from the Owner.

It is agreed that the increase in the cost ceiling shall be reasonable compensation for performing additional design services, as discussed in a change order request from the Engineer to the Owner dated April 25, 2016, attached hereto and marked as Exhibit "A".

Amendment No. 3, as described herein, is agreed to and accepted by the parties executing below:

For the Owner, the City of Casper,

dated this _____ day of _____, 2016.

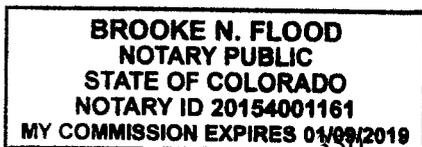
By: _____ Title: **MAYOR**
DANIEL SANDOVAL

Attest: _____ Title: City Clerk
Tracey L. Belser

For the Contractor, Stantec Consulting Services, Inc.

dated this 29 day of April, 2016.

By: John H. Wisen Title: Principal
Attest: Brooke Flood Title: Notary



Scope of Services

**FEMA PDM Grant Assistance -
North Platte River Restoration**



Prepared for:
City of Casper

Prepared by:
Stantec Consulting Ltd.
2950 E. Harmony Rd
Suite 290
Fort Collins, CO 80525

April 25, 2016

1 Background

This scope of work from Stantec Consulting Services Inc. (Stantec) is for FEMA Pre-Disaster Mitigation (PDM) Grant Assistance services related to the North Platte River restoration projects. The scope of work includes assistance with the preparation of the benefit cost analysis (BCA) and review of the overall grant prepared by the City of Casper.

2 Project Tasks

Stantec, will use their expertise in developing PDM applications and completing Benefit Cost Analysis (BCA) for a variety of entities to provide the team members of the Casper, Wyoming staff with direction and analysis needed in developing their FY 2016 PDM application.

- During the development of the application, members of the Stantec team will work directly with the Casper, Wyoming application authors to provide specific guidance on how to write the application including providing tips on what elements should be included in the application and guidance on how to make sure their application is prioritized by the State and FEMA.
- Stantec, will provide guidance and data analysis for the Benefit Cost Analysis (BCA) section of the application. This will include helping the local Casper, Wyoming project team to identify and gather the information needed to create the BCA, as well as, helping run the analysis for the BCA.
- Stantec, will provide a final review of the Casper, Wyoming PDM FY 2016 grant application.

3 Deliverables

Deliverables for the project will consist of the following:

- Various information related to the BCA analysis
- Review markups of the completed PDM FY 2016 application

4 Schedule

The FEMA Grant is due on 06/15/16. Stantec will begin work on the project as soon as a notice to proceed is issued and will complete reviews within 3 working days of receiving drafts from the City of Casper.

5 Cost

FEMA Grant Assistance	\$5,160.00
Total	\$5,160.00

6 Provisions

- Stantec will have open access to information needed to assist the City of Casper on the Grant.
- Project construction is anticipated to take no more than **40** total hours

APPROVAL AS TO FORM

I have reviewed the *Amendment No. 3 to the Contract for Professional Services with Stantec Consulting Services, Inc., for the North Platte River Restoration Project, Project No. 14-17*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: April 28, 2016

A handwritten signature in black ink, appearing to be 'W. Chambers', written over a horizontal line.

William R. Chambers
Deputy City Attorney

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.

WHEREAS, Stantec Consulting Services, Inc., under a contract for professional services dated February 3, 2014, is providing design and construction administration services for the North Platte River Restoration Phase II Project; and,

WHEREAS, the City of Casper desires to submit a grant application to the Federal Emergency Management Agency Pre-Disaster Mitigation Grant Program to request funding for in-river construction of the Izaak Walton/Ft. Caspar site; and,

WHEREAS, additional engineering services outside the original scope of the work are required to complete the benefit cost analysis attachment to the grant application; and,

WHEREAS, the City of Casper desires to extend the scope of work with Stantec Consulting Services, Inc., to provide these additional services; and,

WHEREAS, Stantec Consulting Services, Inc., is able and willing to provide those services as specified in Amendment No. 3.

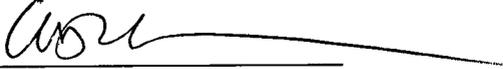
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, Amendment No. 3 to the contract for professional services between the City of Casper and Stantec Consulting Services, Inc., for additional engineering services associated with the North Platte River Restoration Phase II Project, in the amount of Five Thousand One Hundred Sixty Dollars (\$5,160).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions through the project, retaining those amounts prescribed by the Agreement, equal to an additional amount not to exceed Five Thousand One Hundred Sixty Dollars (\$5,160), for a total contract amount of Five Hundred Sixty-Seven Thousand Eight Hundred Twenty-Three Dollars (\$567,823).

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

APPROVED AS TO FORM:

(Stantec Consulting Services, Inc. – Amendment 3 for the North Platte River Restoration Phase II Project)

A handwritten signature in black ink, appearing to be 'ASL', written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 29, 2016

MEMO TO: V. H. McDonald, City Manager 

FROM: Doug Follick, Leisure Services Director 
Carolyn Griffith, Recreation Manager

SUBJECT: Lease Agreement with The Fort Saloon 'N Eatery to Operate Crossroads
Baseball/Softball Complex Concessions

Recommendation:

That Council, by resolution, authorize a Lease Agreement with The Fort Saloon 'N Eatery for operation of the concession building at Crossroads Softball Complex.

Summary:

The Fort Saloon 'N Eatery submitted an acceptable Request for Proposal to operate the Crossroads Complex concession building for 2016. The Request for Proposal to operate Crossroads Concessions was issued March 24, 2016. The Fort Saloon 'N Eatery was the only vendor who submitted a proposal. Concessions at the Crossroads Baseball/Softball Complex was previously leased to Arrowhead Catering.

The Crossroads concessions facility serves softball leagues and tournaments, and occasional baseball tournaments. The term of the lease will be from May 18, 2016 to December 31, 2016, with the option to administratively renew for up to three additional, one year terms. Compensation terms of the lease are a fee of 5% of gross receipts for the first year, and 10% of gross receipts for each year thereafter.

The Lease Agreement and Resolution are prepared for Council's consideration.

LEASE AGREEMENT

THIS LEASE, entered into this ____ day of _____, 2016, between the City of Casper, Wyoming, a Wyoming municipal corporation, referred to as “Lessor,” and The Fort Saloon ‘N Eatery, referred to as “Lessee.”

IN CONSIDERATION of the lease, rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth in this Agreement, the following-described property (the “leased premises”), to wit:

Except as otherwise provided, the Lessor grants the Lessee the right to use the concession building located at the Crossroads Recreation Area, together with the furniture and fixtures therein contained. The upstairs meeting room is specifically excluded, and remains the responsibility of the Lessor. Said lease shall be for the term commencing from the date of execution, and ending December 31, 2016, unless sooner terminated by the mutual agreement of the parties hereto, or otherwise terminated in accordance with this Lease.

THE “LEASED PREMISES” ARE LEASED TO LESSEE “AS IS”, WITHOUT WARRANTY. LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OR MERCHANTABILITY OF THE PROPERTY BEING LEASED TO LESSEE PURSUANT TO THIS AGREEMENT, OR ITS SUITABILITY FOR ITS USE FOR ANY PARTICULAR PURPOSE. BY SIGNING THE LEASE AGREEMENT, LESSEE STATES AND AGREES IT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION.

Lessee agrees that it has examined the leased premises and accepts the same in its present condition.

2. LEASE TERM:

The term of this lease shall commence on May 16, 2016, and unless sooner terminated as provided herein, shall terminate and be of no further force or effect between the parties at midnight on December 31, 2016. However, the Lessee may give written notice of its intent to extend this lease for one (1) to three (3) additional term(s) from May 1st of each year to midnight on December 31st of the same year, by giving the Lessor written notice thereof on or before February 1st of each lease term. Upon receipt of said notice of intent to extend this lease from the Lessee, the

Lessor shall have until April 1st of any such lease term to give Lessee written notice that the Lessor declines such lease extension, in which case this lease shall then terminate, and be of no further force or effect between the parties at midnight on December 31st of the then current lease term.

Assuming the extension of this lease for the full three (3) terms as provided above, this Lease shall finally terminate, and be of no further force or effect between the parties at midnight on December 31, 2020.

3. LEASE FEES:

Lessee shall pay the Lessor a fee of 5% of gross receipts the first year of this Lease Agreement and 10% of gross receipts for each year thereafter from all sales of food and beverages which shall be due and payable to the Lessor on or before the 15th day of each month of this lease. A late fee of an additional 1.5% of the gross receipts (6.5% in total) shall be due the Lessor if the monthly fee payment is not paid to the Lessor by the 15th day of each month of this lease. Lessee's failure to pay Lessor the above described fee on or before the 15th day of any month of this lease shall be considered a default by the Lessee of the terms and conditions of this lease.

4. PURPOSE, SCHEDULE, TOURNAMENTS AND MALT BEVERAGE PERMITS:

4.1 PURPOSE

The leased premises are being leased to Lessee for the sole and only purpose of operating a food and beverage operation from the Crossroads Softball/Baseball Complex. Lessee shall keep the leased premises in good, clean, and sanitary condition, and shall ensure that all food served is of first quality, wholesome and pure. Food and other merchandise on hand shall be stored, handled, and served with due regard for sanitation. Lessee shall employ and supervise a person, or persons, with appropriate experience and qualifications to provide all services appropriate for these facilities.

4.2 SCHEDULE, TOURNAMENTS AND MALT BEVERAGE PERMITS

4.2.1 Lessee agrees to operate the Crossroads Concession on those dates, and at the hours listed in accordance with the schedule to be provided by the Lessor prior to the season. Generally, the Lessee must be available to be open on weekday evenings and on most weekends from mid-May to mid-August. Service for a fall league, which runs from mid-August to mid-October, will be at the option of the Lessee.

4.2.2 If the Lessee desires to close the concession during days or hours specified on the schedule as described, the Lessee must secure a written waiver from the Director of Leisure Services or his designated staff.

4.2.3 Lessee shall provide its request, accompanied by documentation of cause, at least 48 hours in advance of its requested closing.

4.2.4 Lessor reserves the right to require closure of the Lessee's concession at times when there are no regularly scheduled league games at the recreation area.

4.2.5 Lessee retains the right to operate for any tournaments or activities at Crossroads. If Lessee is unable to provide the service for a tournament or activity at Crossroads, the Lessee will not unreasonably withhold permission for another lessee to operate. Other lessees may be allowed in the leased premises but may not operate in the leased building without the express written permission of the Lessee.

4.2.6 The Lessor retains the right to issue malt beverage permits for tournaments.

5. CUSTODIAL SERVICES AND UTILITIES:

5.1 Lessee agrees to provide custodial service in the public restrooms and concession areas. Lessee shall further insure that restrooms are kept open, and in a clean, safe, and sanitary condition during hours of operation.

5.2 Lessor will pay all utilities (water and sewer services, electricity and natural gas) expressly excluding telephone. However, it is expressly understood that it is the obligation of the Lessee to take reasonable care of said leased facility.

6. OBSERVANCE OF LAWS, RULES, AND REGULATIONS:

Lessee shall be solely responsible for compliance with all applicable laws, rules, regulations, and orders of the Federal government, State of Wyoming, Natrona County, and the City of Casper. The Lessee shall also abide by all rules, regulations, and directives prescribed by the Casper Recreation Division and the City of Casper. The Lessee shall obtain all applicable licenses and permits for its operations, and for making repairs, alterations, or improvements.

7. PERMITS, LICENSES, AND TAXES:

Lessee shall comply with all requirements of federal, state, local laws and regulations pertinent to or affecting the handling, sale, and disposal of food, beverage (non-alcoholic), tobacco, and other goods or merchandise served or sold. The Lessee shall at his own expense and cost, procure and keep in force during the entire period of the lease all permits and licenses required by such laws and regulations.

8. INSURANCE AND HOLD HARMLESS AGREEMENT:

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

	LIMITS
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not applicable

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

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

8.4 Lessee agrees to forever indemnify the Lessor, 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 Lessee.

8.5 It is recognized by and between the parties to this Agreement 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 Agreement, or any subsequent terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this Agreement.

8.6 The Lessee 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.

8.7 The Lessee shall indemnify Lessor against all expense, liabilities and claims of any kind including reasonable attorney fees by or on behalf of any person or entity arising out of either: (1) a failure of the Lessee to perform any of the following terms and conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any and all law and any governmental authority or (4) any mechanics lien or security interest filed against the demised premise or material or alteration of said property.

9. ANNUAL OPERATIONS PLAN:

9.1 The Lessee, after execution of this lease shall submit an ANNUAL OPERATIONS PLAN to the Lessor initially within thirty (30) days after the execution of this lease by all parties, and thereafter on or before April 1 of each term of this lease. The plan shall specify the responsible individual organizational contact(s), individual contact number(s), and mailing address(es); along with proposed/known annual activities list of special events, tournaments, etc., and proposed concession food and beverage selections, prices, other offerings, and the hours of operation. In the event the Lessor does not disapprove of the plan within thirty (30) days from the date of submission, the plan shall be considered approved.

9.2 Lessee shall not permit its employees, organizational members, or participants to violate any of the terms and conditions of this lease, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

10. ADVERTISING:

10.1 Lessee shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter on the leased premises, subject to the Lessor's written approval. Lessee shall be included in all Casper Recreation Division advertising for events held at Crossroads Softball Fields, and will inform the Lessor in advance of any activities, events, or promotions that the Lessee is planning.

10.2 The parties agree that all advertising placed on the leased premises is owned by the Lessee and shall remain the property of the Lessee. However, such advertising is subject to removal by the Lessee at the Lessor's request and sole discretion. Lessee agrees to indemnify and hold the Lessor harmless from any and all claims arising from such advertising.

11. SUBLEASE ASSIGNMENT:

Lessee may not assign, sell, or transfer this lease agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the Lessor.

12. NON-DISCRIMINATION:

12.1 The Lessee agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

12.2 There shall be no discrimination or preferential treatment against or toward any individual group by Lessee, and no membership in any organization is necessary to enable the general public to use the lease premises for their intended purpose.

12.3 Breach of this subparagraph regarding non-discrimination may be regarded as a material breach of this lease.

13. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased premises at all times for the purpose of maintenance, public safety, and other general inspections.

14. INVENTORY:

Within thirty (30) days of the execution of this lease by all parties hereto, and on or before May 1 of each term of this lease, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any Lessor owned equipment from the facilities without express written permission from the Leisure Services Department Director or his designee.

15. BUSINESS RECORDS:

15.1 Lessee shall, with respect to all business done by it in the sales of food, beverages, catering, concessions, building rentals, novelties, and related services; keep true and accurate accounts, records, and books; which among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and the gross receipts of said business and an

aggregate amount of sales, services, rentals, orders, and all of Lessee's business expenses upon the leased premises.

15.2 Lessor and its agents shall have the right, at all reasonable times, to inspect and examine such records at the leased premises; including, but not limited to, cash receipts, books, and other data as to confirm gross receipts. Upon request, Lessee shall furnish the Lessor with financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

16. MAINTENANCE:

16.1 Lessee shall, during the time of this lease, or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities; and as necessary to adequately protect and serve spectators, guests, invitees, participants, and the general public. Upon request of the Lessee, and at the sole discretion of the Lessor, the Lessor may provide reasonable maintenance of the lease premises and facilities; as noted in the provisions below. Notice of required maintenance may be made by Lessor, and Lessee will abate the problem within seven (7) days, unless otherwise agreed by Lessor.

16.2 Lessor shall, during the term of this lease, or any renewals thereof, provide major premises, facilities, and equipment repairs to electrical, mechanical, plumbing, heating, ventilation, water, sewer, pump/well, sanitation, natural gas, lighting, general building, and general land area amenities and systems, in-which each single-incident of repair exceeds Fifty Dollars (\$50.00) per occurrence. Lessee shall be responsible for providing all minor maintenance and repairs to the kitchen area facilities, and cooking equipment; in-which each single-incident of repair less than Fifty Dollars (\$50.00). Each party, except in the case of an emergency, shall inform the other, of the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that is (are) being made to the leased premises and facilities.

17. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

17.1 The Lessee, at its sole cost, risk, and expense may construct both temporary and permanent facilities and fixtures for its benefit, and the benefit of its customers. Such facilities and fixtures shall meet all applicable city, county, state, and federal regulations and such other requirements as may be prescribed by the Lessor.

17.2 The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Lessor for approval in accordance with existing codes and or standards, prior to the purchase of materials or construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the later, for what period of time it will remain in use. The Leisure Services Department Director or

his designee shall have the authority to approve or disapprove of such temporary or permanent facilities of fixtures placed upon the leased premises.

17.3 Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures it constructed and which are of a temporary nature, but shall restore premises conditions as they were prior to installation of the removed improvements. Any permanent facility or fixture shall be the property of the Lessor.

17.4 The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Leisure Services Department Director, or his designated representative.

18. UTILITIES:

Lessor shall provide adequate water, sewer, electrical and natural gas utilities, including connections thereof.

19. CAPITAL INVESTMENTS:

All capital improvements to the leased premises, and equipment and fixtures, other than those belonging to the Lessee shall be, and remain the sole and separate property of the Lessor.

20. LEASE TERMINATION:

20.1 Lessee may terminate this Lease Agreement. However, Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date. Lessor may terminate, without declaring a default, by also providing written notice to Lessee Thirty (30) days before INTENDED TERMINATION OR next rental due date. This termination ability is in addition to any other termination provision in this Lease.

20.2 Notwithstanding the above, the Lessee shall not be relieved of liability to the Lessor for damages sustained by the Lessor, by virtue of termination of the Agreement by Lessee, or any breach of the Agreement by the Lessee.

21. DEFAULT AND REIMBURSEMENT OF EVICTION EXPENSES:

21.1 In the event Lessee fails to do, or cause to be done, any of the terms and conditions of this lease, the same shall be considered a default of the entire lease. Lessor shall give Lessee fifteen (15) days' notice in the event of any such default, and Lessee shall have an additional fifteen (15) day period to cure said default. Upon failure to cure said default, Lessor may, at its option, terminate this lease, and

Lessee shall give up the leased property peacefully and in as good as condition as when entered upon. Upon such default and termination, Lessor shall have the right to enter upon the demised premises with or without process of law. In the event any of the rent payments called for herein remain unpaid, and Lessee defaults in payment of the same, then Lessor may terminate the lease, retaining all payments made hereunder as liquidated damages.

21.2 Lessee shall pay and indemnify the Lessor against all legal costs and charges, including attorney's fees in obtaining possession of the leased premises and facilities after a default of Lessee, or after Lessee's default in surrendering the possession, upon the expiration or early termination of the term of this lease, or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall at the expiration of the lease term or any extension thereof, or on termination thereof, surrender the leased premises free of sub tenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon except for temporary facilities or fixtures put in at the expense of the Lessee; subject however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Lessee at the expiration of the lease term, or any renewals thereof, and all property not so removed shall be deemed abandon by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease Agreement. The purchase price shall be the depreciated value of the assets at the time of termination or expiration of the Lease Agreement.

23. DESTRUCTION OF REAL PROPERTY AND FIXED ASSETS:

If the real property and fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

24. TAXES AND ASSESSMENTS:

Lessee agrees to pay to Natrona County Treasurer, on behalf of Lessor, any and all taxes and assessments which may be assigned against the Lessee's personal business and property. Lessor shall pay any taxes, levies, or assessments levied on the buildings, premises, properties, or improvements owned by the Lessor.

25. NOTICES:

All notices required to be given to the Lessor shall be in writing and address to the Leisure Services Director, 200 North David Street, Casper, Wyoming 82601. All notices to be given to Lessee shall be in writing addressed to The Fort Saloon 'N Eatery, 500 West F Street, Casper, Wyoming 82601.

26. WAIVER:

The waiver of any breach in any of the terms and conditions of this Lease shall be limited to the acts or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver of any breach thereof.

27. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, county, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the properties, and its uses, and furnish the Lessor copies of permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001. et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, or dispose of any hazardous wastes as defined in 42 U.S.C. 6093 (5), or hazardous substances as defined in 42 U.S.C. 9601 (14), on the properties, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject properties in accordance with all-applicable laws and regulations. Lessee shall not bring onto the properties any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the properties. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor in writing of: (1) any and all governmental agencies, regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the properties, (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the properties which might subject Lessor, or the properties, to any restrictions on ownership, occupancy, transferability, or use of the properties under local, county, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the properties to determine the presence thereon of any hazardous substance which may have been deposited on the properties by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the properties by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions which arose on the leased property subsequent to Lessee's possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for conditions arising on the leased property which are caused by Lessor.

28. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

29. BINDING EFFECT:

This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

30. NUISANCE:

30.1 The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State grade, and municipal government, and of any and all of their departments and bureaus applicable to said premises for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with said premises during the term.

30.2 Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to the City.

31. WYOMING GOVERNMENTAL CLAIMS ACT:

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

32. NO LIENS:

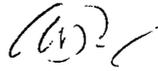
Lessee will allow no liens to be placed upon the leased premises.

33. ENTIRE AGREEMENT:

Except as otherwise provided herein, this Lease Agreement contains the entire agreement between the parties, and no amendment of this lease shall be effective unless reduced to writing, and executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first written.

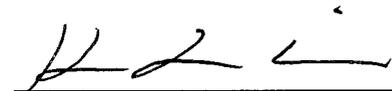
APPROVED AS TO FORM



CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

The Fort Saloon 'N Eatery:



Kevin Ujvary
Owner/Operator

RESOLUTION NO.16-149

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

WHEREAS, the City is the owner of Crossroads Ballfield Complex; and,

WHEREAS, the City desires to provide concessions for the public at this facility; and,

WHEREAS, The Fort Saloon 'N Eatery is willing and able to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement between the City of Casper and The Fort Saloon 'N Eatery for the purpose of operating the concession building at Crossroads Ballfield Complex.

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 11, 2016

MEMO TO: V. H. McDonald, City Manager 

FROM: Kenneth S. King, Fire-EMS Chief
Daniel S. Griswold, Operations Division Chief

SUBJECT: Purchase of Motorola Mobile Radios

Recommendation:

That Council, by minute action, authorize the purchase of two (2) Motorola APX7500 dual-band mobile radios and two (2) Motorola APX6500 mobile radios. The radios are to be purchased from Communication Technologies, Inc. (ComTech), Casper Fire-EMS department's local Motorola provider/servicer, located in Mills, Wyoming. The radios are not to exceed the amount of \$21,314.00.

Summary:

It is necessary the Fire-EMS department continues to use Motorola radios in order to remain consistent with the public safety communications of our organization and for the interoperability with other public safety agencies in our region. This purchase is being made utilizing the State's bid, which local Wyoming governments may purchase through, saving the costs of issuing bids and taking advantage of the larger purchasing/bidding power of the State.

The requested Motorola radios are replacement mobile radios as part of the approved replacement of the on-duty battalion chief's suburban and the Operations Division Chief's pick-up. Mobile radios are the radios that are permanently mounted inside the vehicles, and each vehicle has two mobile radios in order to use and monitor multiple channels during emergency incidents. Motorola will no longer service the current Astro mobile units in the vehicles citing they are obsolete. Fire-EMS staff concludes it is appropriate to budget the cost of updated radios into the project budget.

Funds for this purchase are available through approved Optional One Cent #15 Sales Tax funds for capital light equipment replacement.

May 4, 2016

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Change of dispensing room for CRU, LLC., d.b.a Parkway Plaza Hotel & Conference Centre, Resort License No. 3, 123 West 'E' Street.

Recommendation:

That Council, by minute action, approve the request for a change of dispensing room for CRU, LLC., d.b.a Parkway Plaza Hotel & Conference Centre, located at 123 West 'E' Street in the Old Towne building.

Summary:

The City has received notice that Resort Liquor License No. 3, Parkway Plaza Hotel & Conference Centre, located at 123 West 'E' Street, requests a change of dispensing room to be located in the Old Towne building located on the Parkway Plaza property.

Municipal Code 5.08.300 states if a licensee is engaged in a business operation with convention facilities, the licensee may maintain more than one additional dispensing room. On November 3, 2015, Council approved a third dispensing room located in the Old Towne building located on the Parkway Plaza Property. Parkway Plaza Hotel & Conference Centre would like this dispensing room changed from a 16' x 26' room in the west side of the second floor of the building to a 19' x 18'5" room on the south side of the first floor of the building.

NICOLAYSEN & ASSOCIATES

A PROFESSIONAL CORPORATION OF ATTORNEYS

PETER C. NICOLAYSEN*
PAMALA M. BRONDOS
* ALSO ADMITTED IN CO

P.O. Box 7
140 N. CENTER STREET
CASPER, WYOMING 82602

307-237-1896
FAX: 307-577-8799

petercn@vcn.com

May 3, 2016

VIA HAND DELIVERY

Carla Mills-Laatsch
City of Casper Finance Division
200 N. David
Casper, WY 82601

RE: CRU Casper, LLC, d/b/a **Parkway Plaza Hotel & Conference Centre**
Resort License #3 – Request for Relocation of Dispensing Room

Dear Carla:

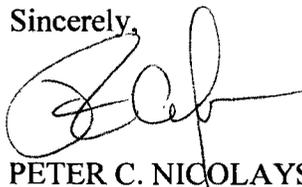
As you know, I represent CRU Casper, LLC, d/b/a Parkway Plaza Hotel & Conference Centre, 123 West "E" Street, Casper, WY 82601.

This letter is my client's written request to the City of Casper to approve the relocation of a dispensing room for the Parkway Plaza's Resort License #3. The relocation would involve moving the dispensing room on the second floor of the Old Towne Building to the first floor of that building. The building is part of the Parkway Plaza Resort property.

The proposed dispensing room is 19' x 18'5" in size and is located near the south side on the first floor of the Old Towne Building. Attached is a floor plan showing the location and dimensions of the proposed dispensing room. Also attached are photos showing the area, and more particularly, the partition made in consultation with the State Liquor Division.

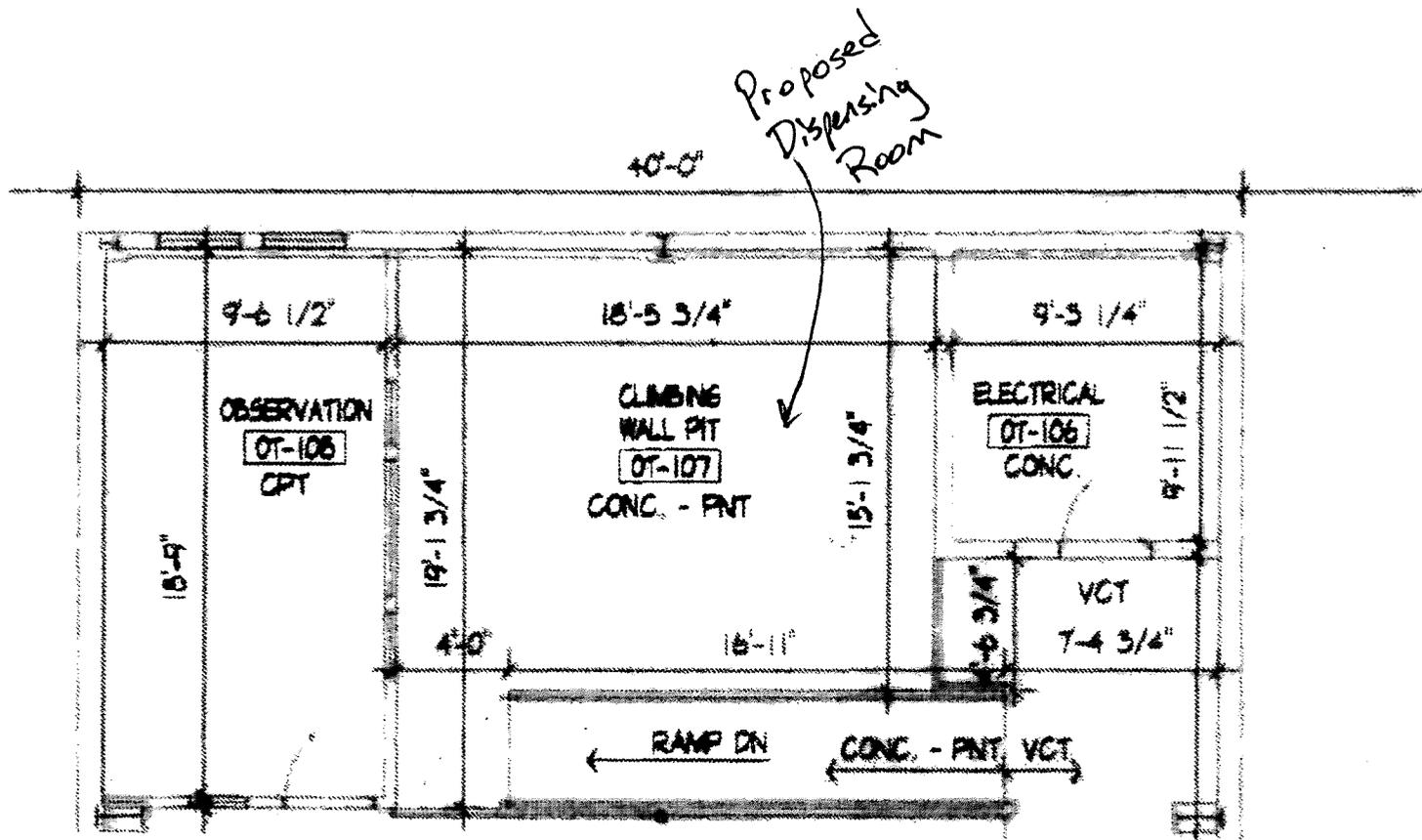
Please also let me know if you have any questions or need anything further.

Sincerely,

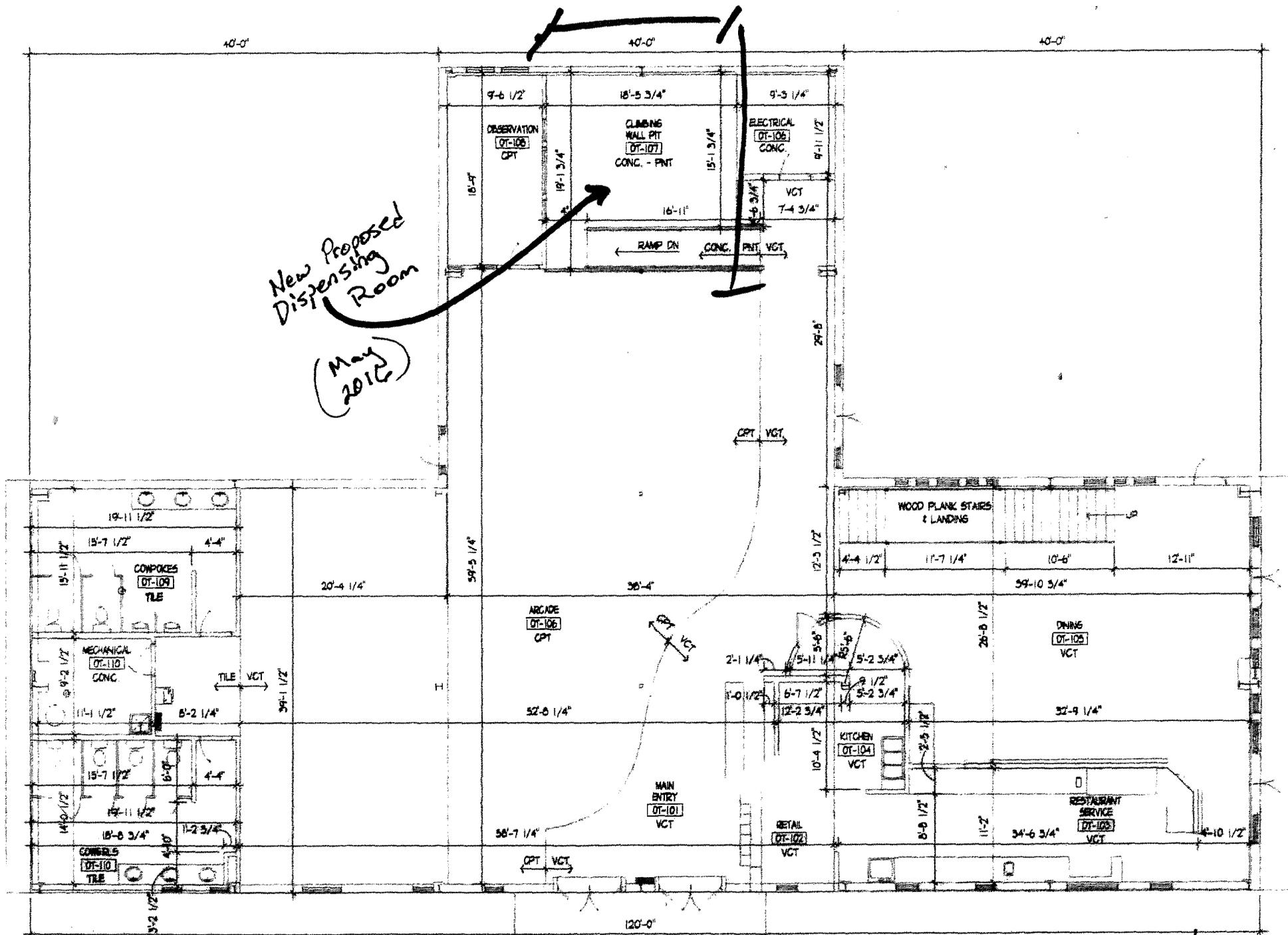


PETER C. NICOLAYSEN

Cc: Client
Enc.



W
 (Detail Sheet)



May 10, 2016

MEMO TO: V.H. McDonald, City Manager 
FROM: Cassia Smith, Budget Administrator 
SUBJECT: Fiscal Year 2016-2017 Summary Proposed Budget

Recommendation:

That Council, by minute action, acknowledges receipt of, and authorizes inclusion of, the Fiscal Year 2016-2017 Summary Requested Budget into the minutes of the May 17, 2016, Regular Council meeting.

Summary:

By Wyoming State Statute 16-4-109(a), a Summary Proposed Budget is to be entered into the minutes and published at least one (1) week before the public hearing date for consideration of the adoption of the Fiscal Year 2016-2017 Budget. To meet this requirement, the attached Summary of the Fiscal Year 2016-2017 Requested Budget is hereby submitted for inclusion in the May 17, 2016, minutes.

On June 21, 2016 a public hearing will be held for presentation of the Fiscal Year 2016- 2017 Budget. W.S.S. 16-4-109(b) further requires that within twenty-four (24) hours of the conclusion of the public hearing the Council shall adopt the budget, which, subject to future amendments, shall be in effect for the next fiscal year. Prior to adoption, the Requested Budget Summary is subject to change, after review by the City Council.

City of Casper
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