

REGULAR COUNCIL MEETING
Tuesday, April 19, 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
122
48

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE APRIL 5, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 16, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. BIATHLON ATHLETES RECOGNITION
6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish May 3, 2016, as the Public Hearing Date for Consideration of:

- a. Community Input toward the City of Casper's Use of Program Year 2016/2017
Community Development Block Grant Funds.

7. PUBLIC HEARING

A. Resolution and Ordinance

1. Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **La Hacienda Addition** Complies with W.S. 15-1-402.

1. Resolution.
2. Third reading Ordinance Approving Annexation, and Zoning of the **La Hacienda Addition.**

8. FIRST READING ORDINANCE

A. Amending Section 12.32.075 of the Casper Municipal Code Pertaining to **Arborist's License Requirements.**

2015 Goals		
Downtown	Infrastructure	Recreation

9. RESOLUTIONS

A. Consent

1. Authorizing a Contract between the **Casper Area Metropolitan Planning Organization and DOWL**, for the **Annual Traffic Counting Services**, in an Amount Not to Exceed \$20,000.
2. Approving an Application for a Grant under Section 5310 and 5339 of the **Fixing America’s Surface Transportation Act** through the **Wyoming Department of Transportation**.
3. Authorizing Changes Pertaining to Certain Operating Procedures of the City of Casper **Highland Cemetery** and Rescinding Resolution 15-10.
4. Authorizing General Service Contract with **Rocky Mountain Power**, in the Amount of \$12,557, for Electrical Service to **Fire Station No. 6**.
5. Authorizing Certificate of Acceptance from the **Wyoming Department of Transportation** for the **Robertson Road Reconstruction Project**.
6. Authorizing Agreement with **Eaton Sales & Service, LLC**, in the Amount of \$400,000, for the **Casper Service Center Fuel Tank Replacements Project**.
7. Accepting a Right-Of-Way Easement from the **Church of the Holy Family**, in the Amount of \$1,170.80, for the **East Casper Zone III Water System Improvements Project**.
8. Accepting a Right-Of-Way Easement from the **Faith Assembly of God Church**, in the Amount of \$1,912.32, for the **East Casper Zone III Water System Improvements Project**.
9. Accepting a Right-Of-Way Easement from **F. Miles Hartung**, in the Amount of \$500, for the **East Casper Zone III Water System Improvements Project**.
10. Accepting a Right-Of-Way Easement from **Galles Stables Partnership**, in the Amount of \$4,520.40, for the **East Casper Zone III Water System Improvements Project**.
11. Accepting a Right-Of-Way Easement from **William S. & Tia Hansuld**, in the Amount of \$3,100.27, for the **East Casper Zone III Water System Improvements Project**.

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

9. RESOLUTIONS (continued)

A. Consent

- 12. Authorizing Agreement with **Hult Construction, Inc.**, in the Amount of \$90,935, for the **Solid Waste Facility 2016 Building Procurements**.
- 13. Authorizing Agreement with **Golder Associates, Inc.**, in the Amount of \$46,609, for the **Balefill Post Closure Environmental Monitoring and Reporting Project**.
- 14. Authorizing Agreement with **Golder Associates, Inc.**, in the Amount of \$29,507, for the **Casper Regional Landfill Environmental Monitoring and Reporting Project**.
- 15. Authorizing a Professional Services Contract with **Golder Associates, Inc.**, in the Amount of \$65,508, for the **Closed Balefill Landfill Gas Collection and Control System Project**.
- 16. Authorizing Agreement with **Terracon Consultants, Inc.**, in the Amount of \$24,065.70, for the **Casper Regional Solid Waste Facility Air Emissions Monitoring and Reporting, and Casper Solid Waste Facility and Service Center Stormwater and Spill Response Management Project**.
- 17. Authorizing Submission of an Application to the **Federal Emergency Management Agency Pre-Disaster Mitigation Grant Program**, in the Amount of \$3,500,000, for the **River Restoration Construction Projects**.
- 18. Authorizing Submission of Application to the **Federal Emergency Management Agency Pre-Disaster Mitigation Grant Program**, in the Amount of \$337,500, for the **Lower Eastdale Creek Channel Improvements Project**.
- 19. Authorizing Submission of Application to the **Federal Emergency Management Agency Hazard Mitigation Grant Program**, in the Amount of \$337,500, for the **Lower Eastdale Creek Channel Improvements Project**.
- 20. Rescinding Resolution No. 14-75, and **Establishing Fees** for Use of the **Casper Ice Arena**.
- 21. Rescinding Resolution Nos. 14-72 and 14-73, and **Establishing Fees** for Use of the **Casper Family Aquatic Center** and the **Outdoor Swimming Pools**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	X
	X	
	X	

9. RESOLUTIONS (continued)

A. Consent

- 22. Authorizing a Lease Agreement with the **State of Wyoming, Department of Administration and Information, Construction Management** for Property Located in the **Downtown Area** to be Used as a **Parking Lot**.
- 23. Recommending a List of **Legislative Issues** Pertinent to the City of Casper for Submittal to the **Spring Wyoming Association of Municipalities Board Meeting**.

10. MINUTE ACTION

A. Consent

- 1. Authorizing the Purchase of One (1) New **Industrial Desiccant Air Dryer** from **Compression Leasing Services Inc.**, Casper, Wyoming, in the Amount of \$7,715.25, to be used in the Fleet Maintenance Division of the Support Services Department.
- 2. Authorizing the Purchase of One (1) New **Industrial Air Compressor** from **Compression Leasing Services Inc.**, Casper, Wyoming, in the Amount of \$12,461.06, to be used in the Fleet Maintenance Division of the Support Services Department.
- 3. Authorizing the Purchase of One (1) New **Skid Steer Edge Paver**, with Options, from **R&D Hydraulics MFG**, Chico, California, in the Amount of \$16,502.95, to be Used in the Streets Division of the Public Services Department.
- 4. Authorizing the Purchase of Three (3) New **Ford Fusion Sedans**, from **Greiner Motor Company**, Casper, Wyoming, in the Amount of \$61,485, to be Used in the Casper Police Department.
- 5. Authorizing the Purchase of Six (6) New **Heavy Duty Pickups** from **Greiner Motor Company**, Casper, Wyoming, in the Amount of \$203,091, to be Used in the Public Services Department.

2015 Goals		
Downtown	Infrastructure	Recreation
X		

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURN INTO EXECUTIVE SESSION - LITIGATION

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, May 3, 2016 – Council Chambers

6:00 p.m. Tuesday, May 17, 2016 – Council Chambers

Work sessions

4:30 p.m. Tuesday, April 26, 2016 – Council Meeting Room

4:30 p.m. Tuesday, May 10, 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
 April 5, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, April 5, 2016. Present: Councilmen Cathey, Heili, Hopkins, Johnson, Miller, Pacheco, Powell, Schlager and Mayor Sandoval.

Mayor Sandoval along with a Boy Scout led the audience in the Pledge of Allegiance.

Moved by Councilman Miller, seconded by Councilman Johnson, to, by minute action, approve the minutes of the March 15, 2016, regular Council meeting, as published in the Casper-Star Tribune on March 23, 2016. Motion passed.

Moved by Councilman Hopkins, seconded by Councilman Miller, to, by minute action, approve the minutes of the March 22, 2016, special Council meeting, as published in the Casper-Star Tribune on March 29, 2016. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Heili, to, by minute action, approve payment of the April 5, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims
 04/05/16

71Construction	Goods	\$2,570.73
A/KVega	Refund	\$13.86
aBouissey	Refund	\$52.30
AClifford	Refund	\$151.75
ADeniz	Refund	\$39.32
AdvHyd	Svc	\$20,979.79
AKloke	Reimb	\$31.85
AMBI	Services	\$990.09
Ameritech	Services	\$28,890.08
AtlanticElectric	Services	\$150.00
ATorres	Refund	\$47.57
AValdez	Refund	\$17.49
AWeber	Refund	\$50.07
AWillis	Refund	\$11.90
Balefill	Services	\$79,577.98
Bancard	Services	\$60.23
BankOfAmerica	Goods	\$315,281.39
BasicSchBeauty	Refund	\$61.00
BErickson	Refund	\$33.38
BGustafson	Refund	\$14.58
BHolt	Refund	\$58.30

Boys&GirlsClubs	Funds	\$18,321.25
BRaver	Services	\$45.00
BrnInjAssocofWy	Funds	\$221.25
Burns&McDonnellEngineering	Services	\$1,957.05
CardinalTrack	Services	\$3,466.80
Caselle	Services	\$75.00
CasperAmateurHockey	Funding	\$5,652.00
CasperPubSafetyComm	Services	\$1,832.05
CasperPubUtilities	Services	\$125.54
CATC	Funding	\$139,977.00
CentralPaint&Body	Services	\$20,177.94
Centurylink	Services	\$3,568.21
CEvans	Reimb	\$41.74
Charter	Services	\$452.95
CHerbert	Refund	\$13.41
CHudson	Refund	\$14.85
CityofCasper	Services	\$23,474.56
CivilEngineeringProfessionals	Projects	\$37,676.53
CKruse	Refund	\$48.07
CollectionCenter	Services	\$1,174.54
CommTech	Goods	\$5,385.92
CrimeSceneInfo	Services	\$86.25
CrmsnDwnAssoc	Funds	\$49.00
CRootJr.	Reimb	\$310.39
CWeekes	Refund	\$54.80
Dell	Goods	\$50,368.38
DeltaDental	Services	\$36,661.97
DeluxeBusinessChecks	Goods	\$246.25
DoubleDWelding	Services	\$2,651.00
DPCIndustries	Goods	\$5,561.67
DRuiz	Services	\$25.00
DvdsnFxdMgmt	Services	\$6,276.61
EngDsgnAssoc	Services	\$4,865.00
EnvironmentalCivilSolutions	Services	\$216.30
ESmith	Refund	\$46.30
FirstData	Services	\$11,606.17
FirstInterstateBank	Services	\$4,325.29
FischerAutoBody	Services	\$1,243.12
FmlyJrnyCtr	Services	\$510.43
GarlickLaw	Services	\$640.00
GlobalPcking	Services	\$52,000.00
GolderAssociates	Services	\$11,270.39
GOSMA	Regist	\$275.00
GPCArchtccts	Services	\$62,562.63
GrizzlyExcavating	Projects	\$54,000.00
GrizzlyExcvtng	Services	\$6,000.00

GSGArchitecture	Services	\$3,025.00
GWilliamsInvst	Services	\$400.00
Hach	Goods	\$192.79
Hein-Bond	Services	\$122,179.25
HewlettPackard	Goods	\$4,263.15
Homax	Goods	\$29,849.22
ILutz	Refund	\$46.57
IMartinez	Refund	\$32.34
ImgngSolutions	Services	\$3,015.00
InbergMillerEngineers	Services	\$10,340.00
ITCElec	Services	\$490.20
JBalen	Refund	\$52.96
JcksTrck	Supp	\$8,050.47
JCruiz	Reimb	\$128.98
JDannels	Refund	\$54.57
JDavey	Refund	\$6.15
JGreenwood	Reimb	\$308.21
JKollmann	Reimb	\$160.78
JMcMurry	Refund	\$23.14
JNelson	Refund	\$173.42
JSchall	Reimb	\$75.00
JStranley	Refund	\$16.89
JTavares	Refund	\$122.77
JTewes	Refund	\$22.82
JTiller	Reimb	\$990.00
JTLGroup	Services	\$102.25
KadrmassLeeJackson	Services	\$2,400.04
KBuchholz	Reimb	\$92.97
KCWY-TV	Services	\$1,722.50
KRoberts	Reimb	\$86.98
KTorok	Refund	\$75.00
KubwaterResources	Goods	\$9,678.03
LaborReady	Services	\$17,061.03
LAnagnostopulos	Refund	\$56.57
LnclnNtlLife	Services	\$279.80
Manpower	Services	\$3,760.36
MBenson	Refund	\$20.39
McMurryReadyMix	Goods	\$136.50
MHanson	Refund	\$42.82
MHunger	Refund	\$31.07
MidlndImp	Parts	\$90,816.00
MMosteller	Reimb	\$100.00
Motorola	Goods	\$7,961.42
MReamer	Refund	\$339.07
Napa	Goods	\$32,102.62
NationalBenefitServices	Services	\$448.70

NatlDevelopmentCouncil	Services	\$833.33
NevesUniforms	Goods	\$2,525.99
NorthParkTransport	Services	\$1,725.44
OfficeStateLands	Services	\$3,434.22
OhlsonLavoie	Services	\$2,477.04
OilCityPrinters	Services	\$10,000.00
OilCityPrntrs	Services	\$164.85
OlsonAutobody	Services	\$5,563.71
OneCallofWy	Services	\$588.00
Paciolan	Services	\$6,058.30
Pepsi	Goods	\$11,674.30
Pntwrks	Services	\$52.87
PoliceDept	Services	\$802.00
PostalPros	Services	\$18,715.02
Pwilloughby	Refund	\$92.30
R Shellenberger	Reimb	\$85.29
RCruz	Refund	\$482.58
ResourceStaff	Services	\$933.08
RockyMtnPower	Services	\$224,581.37
RodBarstadsPnt	Services	\$22,157.54
RSpohn	Refund	\$34.32
RUda	Refund	\$14.48
Saltworx	Supplies	\$56,710.08
SamParsonsUpholstery	Services	\$558.33
SeniorPatientAdvocates	Services	\$450.00
SlfHltCenter	Svc	\$187.15
Smarsh	Services	\$2,701.50
SMontgomery	Refund	\$58.07
SourceGas	Services	\$39,522.43
SParadez	Refund	\$75.00
StantecConsultingSvcsInc	Projects	\$5,455.79
StarTribune	Services	\$285.32
StealthPartnerGroup	Services	\$59,134.22
StellarProgramming	Services	\$10,752.50
SyscoFoodSvcs	Goods	\$17,810.54
Tcolling	Refund	\$45.07
TheSanbornMapCo	Services	\$59,978.16
TMartinovich	Refund	\$51.57
Tweed'sWholesale	Goods	\$626.94
UrgentCare	Services	\$2,912.00
Viewpoint	Services	\$2,700.00
VisionServicePlan	Services	\$1,588.34
WasteWaterTreatment	Funding	\$282,334.10
Waters&SonCosntruction	Services	\$1,202.33
WERCSCcommunications	Services	\$1,527.50
WesternWaterConsult	Services	\$12,771.58

WestPlainsEngineering	Services	\$7,087.50
WilliamsPorterDay	Services	\$100.00
WorthingtonLenhart&Carpenter	Services	\$435.00
WyAssocH&Redev	Seminar	\$100.00
WyLawEnforcementAcademy	Services	\$991.80
WyMachinery	Goods	\$16,752.63
WyMedCenter	Services	\$694.20
WyRetirement	Funding	\$610.83
YouthCrisisCenter	Funding	\$4,990.80
Z Lopez	Reimb	\$1,869.25
ZSzekely	Services	\$275.00
ZVanOrden	Refund	\$21.32
		\$2,282,333.95

Serve Wyoming Executive Director Shelly McAlpin introduced commissioner Dean Welch and staff members Nuriéh Glasgow and Jessica Stanbury to the Council. Ms. McAlpin thanked Council for the opportunity to speak about the National Service Program and for the honor of being recognized for service within Wyoming. She also described the National Service Program and the type of assistance it provides in Wyoming as well as throughout the country. Mayor Sandoval read and presented her with a proclamation for National Service Day.

R.C. Johnson, 450 N. Washington, presented historical information on the gender wage gap. She also asked Council to consider how the community might continue to close this gap.

The following ordinances were considered, on third reading, by consent agenda.

ORDINANCE NO. 3-16
 AN ORDINANCE APPROVING A FINAL PLAT AND A
 SUBDIVISION AGREEMENT FOR THE DEVELOPMENT OF
 THE HERITAGE HILLS ADDITION NO. 4 SUBDIVISION IN
 THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made for the approval of a final plat, and subdivision agreement for the development of the Heritage Hills Addition No. 4 in the City of Casper, Wyoming; and,

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

WHEREAS, this platting requires approval by ordinance following a public hearing; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the plat following a public hearing; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision agreement should be approved.

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

SECTION 1:

The plat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 2:

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

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

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

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 5th day of April, 2016.

ORDINANCE NO. 5-16

AN ORDINANCE AMENDING CERTAIN SECTIONS OF
CHAPTER 15.12 OF THE CASPER MUNICIPAL CODE-
BOARD OF EXAMINERS AND APPEALS, AND
CONTRACTOR LICENSING.

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

Sections:

15.12.070 - License—Classifications- amended,

A. There shall be the following class of licenses, and the holder of each license shall be authorized to do the following:

2. Building Contractor, Class II. To contract for the construction, alteration or repair of ALL RESIDENTIAL and COMMERCIAL STRUCTURES UP TO TWELVE THOUSAND SQUARE FEET.

15.12.090 - License—Experience and examination criteria, amended,

A. The board will license without examination, an applicant for a category of license who holds a valid license issued by another Wyoming entity which has or had at the time the applicant was licensed, requirements for licensure substantially similar to those of this chapter. All tests given by the Wyoming Association of Municipalities for applicant's trade and proof of a passing score will be accepted by the board.

B. The following is the experience criteria and all examinations require seventy-five percent or more for a passing score. Affidavits as described in Section 15.12.020(2) are required if prior experience is claimed.

4. Building Contractor. Affidavits showing qualifications approved by the license board and minimum experience in the category of a general contractor's license being applied for, CLASS I REQUIRES EIGHT YEARS, CLASS II REQUIRES SIX YEARS AND CLASS III REQUIRES FOUR YEARS.

Section 2.

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3:

This ordinance shall be in full force and effect upon passage on three readings and publication.

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

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

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 5th day of April, 2016.

Councilman Cathey presented the two (2) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Council Miller. Motion passed.

Following resolution read:

RESOLUTION NO. 16-82

A RESOLUTION AUTHORIZING CONTRACT WITH AAA LANDSCAPING FOR WEED/GRASS CUTTING AND REMOVAL, AND LITTER/TRASH REMOVAL.

Councilman Johnson presented the foregoing resolution for adoption. Seconded by Councilman Hopkins.

City Manager McDonald provided a brief report.

Linda Bergeron, 2352 S. Coffman, expressed concern about property rights regarding the contracts for weed and litter abatement. Shelley LeClere, City of Casper Code Enforcement Supervisor, addressed Council regarding the existing abatement process and also addressed Ms. Bergeron's concerns. City Attorney Luben also addressed Council to further describe the process and statutes involved. Council briefly discussed the matter and voted on the resolution. Motion passed.

Following resolution read:

RESOLUTION NO. 16-83

A RESOLUTION AUTHORIZING CONTRACT WITH B & B SALES AND SERVICE FOR WEED/GRASS CUTTING AND REMOVAL, AND LITTER/TRASH REMOVAL.

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

Following resolution read:

RESOLUTION NO. 16-84
A RESOLUTION AUTHORIZING CONTRACT WITH GREEN TREE ARBORICULTURE, LLC FOR WEED/GRASS CUTTING AND REMOVAL, AND LITTER/TRASH REMOVAL.

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

Following resolution read:

RESOLUTION NO. 16-85
A RESOLUTION AUTHORIZING CONTRACT WITH HOLESHOT LAWN CARE SERVICE LLC FOR WEED/GRASS CUTTING AND REMOVAL, AND LITTER/TRASH REMOVAL.

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

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-77
A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE.

RESOLUTION NO. 16-78
A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH JERE & AL, LLC FOR OPERATION OF THE 19TH HOLE RESTAURANT AT THE MUNICIPAL GOLF COURSE.

RESOLUTION NO. 16-79
A RESOLUTION ACCEPTING THE REVISED WYOMING ASSOCIATION OF RISK MANAGEMENT PROPERTY INSURANCE JOINT POWERS AGREEMENT.

RESOLUTION NO. 16-80
A RESOLUTION APPROVING THE EXERCISING OF AN OPTION TO PURCHASE ONE 18 PASSENGER BUS FROM DAVEY COACH SALES FOR USE IN THE CITY'S TRANSIT SYSTEM IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS (\$87,283).

RESOLUTION NO. 16-81
A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 31A THROUGH 33A, MESA DEL SOL II TO CREATE MESA DEL SOL II, LOTS 32B AND 33B.

RESOLUTION NO. 16-86

A RESOLUTION AUTHORIZING AN APPLICATION FOR ENCROACHMENT WITH THE CASPER-ALCOVA IRRIGATION DISTRICT FOR A NEW SANITARY SEWER MAIN AS PART OF THE 33 MILE SANITARY SEWER PROJECT.

RESOLUTION NO. 16-87

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT.

RESOLUTION NO. 16-88

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION AND SERVICE COMPANY, INC., FOR THE 2016 CASPER PUBLIC UTILITIES ASPHALT REPAIR PROJECT.

RESOLUTION NO. 16-89

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MINERAL ROYALTIES GRANT FROM THE STATE LOAN AND INVESTMENT BOARD FOR THE "K" STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 16-90

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DANA KEPNER COMPANY OF WYOMING, FOR THE 2016 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

RESOLUTION NO. 16-91

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATERWORKS INDUSTRIES, INC., FOR THE 2016 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

RESOLUTION NO. 16-92

JOINT NATRONA COUNTY, CITY OF CASPER, NATRONA COUNTY SCHOOL DISTRICT BOARD RESOLUTION TO STUDY THE CHALLENGES FACING THE PUBLIC LIBRARY.

Councilman Hopkins presented the foregoing twelve (12) resolutions for adoption. Seconded by Councilman Johnson. Motion passed.

Moved by Councilman Schlager, seconded by Councilman Heili, to, by consent minute action, authorize the purchase of one used Olympia, Millennium 800, ice resurfacers from CMI-Teco, in the amount of \$78,392; authorize the purchase of one used 40 ton articulated dump truck, from Tri-State Truck and Equipment, in the amount of \$388,270; and authorize the purchase of one used John Deere 1600 Turbo Series II, from Stotz Equipment, in the amount of \$45,000, before trade-in allowance. Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 N. Kimball, regarding the Events Center and code enforcement; Dennis Steensland, 533 S. Washington, regarding the weed/litter contracts; Cecil Harris, 1446 Kearney, regarding the Stuckenhoff shooters complex restrooms; Tracy LaMont, 721 E. 12th, regarding use and maintenance of land on Casper mountain; and Woody Giles, 290 E. Magnolia, regarding equal pay and the Events Center.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 12, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, April 19, 2016, in the Council Chambers.

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

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

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

16-03-509 POSTAGE	\$6,096.54	
	\$6,096.54 Subtotal for Dept.	Balefill
16-03-613 POSTAGE	\$103.60	
	\$103.60 Subtotal for Dept.	Casper Events Center
16-03-611 POSTAGE	\$23.12	
	\$23.12 Subtotal for Dept.	City Attorney
16-03-609 POSTAGE	\$10.48	
	\$10.48 Subtotal for Dept.	City Manager
16-03-619 POSTAGE	\$7.39	
	\$7.39 Subtotal for Dept.	Council
16-03-612 POSTAGE	\$43.42	
	\$43.42 Subtotal for Dept.	Engineering
16-03-617 POSTAGE	\$1,128.21	
	\$1,128.21 Subtotal for Dept.	Finance
16-03-614 POSTAGE	\$10.33	
	\$10.33 Subtotal for Dept.	Fire
16-03-618 POSTAGE	\$75.15	
	\$75.15 Subtotal for Dept.	Metro Animal
16-02-932 POSTAGE	\$118.38	
	\$118.38 Subtotal for Dept.	Municipal Court
16-03-626 POSTAGE	\$313.20	
	\$313.20 Subtotal for Dept.	Police
16-03-621 POSTAGE	\$0.58	
	\$0.58 Subtotal for Dept.	Police Grants
16-03-624 POSTAGE	\$4.54	
	\$4.54 Subtotal for Dept.	Recreation
16-03-230 POSTAGE	\$141.31	
	\$141.31 Subtotal for Dept.	Sewer
	\$8,076.25 Subtotal for Vendor	

ACE SANDBLASTING & COATING

1089 GRIT AUGER MAINTENANCE

\$650.00	
\$650.00 Subtotal for Dept.	Waste Water
\$650.00 Subtotal for Vendor	

ADAM HIATT

RIN0026492 TUITION REIMBURSEMENT

\$353.70	
\$353.70 Subtotal for Dept.	Information Services
\$353.70 Subtotal for Vendor	

ALARCON, WOWIE

0026302441 UTILITY REFUND

\$21.64	
\$21.64 Subtotal for Dept.	Water
\$21.64 Subtotal for Vendor	

ALPEN RISK SAFETY ADVISORS, LLC

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

ALPEN RISK SAFETY ADVISORS, LLC

RIN0026489 HOGADON RISK ASSESSMENT

\$10,000.00
\$10,000.00 Subtotal for Dept. Property & Liability Insurance
\$10,000.00 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

80-115947 MAPPING

\$85.00
\$85.00 Subtotal for Dept. Planning
\$85.00 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

15630 CONTAINERS
15630 CONTAINERS
15629 LIDS
102625 SERVICES

\$11,412.36
\$23,638.25
\$1,866.50
\$1,483.20
\$38,400.31 Subtotal for Dept. Refuse Collection
\$38,400.31 Subtotal for Vendor

ANDERSON, JEFF

RIN0026507 UTLITY REFUND

\$53.95
\$53.95 Subtotal for Dept. Water
\$53.95 Subtotal for Vendor

ARMSTRONG, SHARON

0026255999 UTILITY REFUND

\$29.64
\$29.64 Subtotal for Dept. Water
\$29.64 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING

7160 HVAC MAINTENANCE

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

ATLANTIC ELECTRIC, INC.

6318 LUMINAIRES PROJECT
6318 LUMINAIRES PROJECT

\$828.18
\$2,649.12
\$3,477.30 Subtotal for Dept. Traffic
\$3,477.30 Subtotal for Vendor

AUSTIN THARP

RIN0026496 UTILITY RERUND

\$46.30
\$46.30 Subtotal for Dept. Water
\$46.30 Subtotal for Vendor

BACH BUILDERS/DEVELOPERS

RIN0026508 UTILITY REFUND

\$29.21
\$29.21 Subtotal for Dept. Water
\$29.21 Subtotal for Vendor

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

BOYS & GIRLS CLUBS OF CENTRAL WY

3996 FUNDING

\$18,321.25
\$18,321.25 Subtotal for Dept. One Cent #15
\$18,321.25 Subtotal for Vendor

BRANSCOME, RHONDA

0026302442 UTILITY REFUND

\$44.80
\$44.80 Subtotal for Dept. Water
\$44.80 Subtotal for Vendor

BURNELL, STEPHEN

0026302450 UTILITY REFUND

\$38.86
\$38.86 Subtotal for Dept. Water
\$38.86 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-18 SUPPLIES

\$16,664.65
\$16,664.65 Subtotal for Dept. Waste Water
\$16,664.65 Subtotal for Vendor

CAROL LAWRENCE

RIN0026499 UTILITY REFUND

\$60.98
\$60.98 Subtotal for Dept. Water
\$60.98 Subtotal for Vendor

CAROLINA SOFTWARE

60500 SOFTWARE SUPPORT
60627 SOFTWARE SUPPORT

\$250.00
\$450.00
\$700.00 Subtotal for Dept. Balefill
\$700.00 Subtotal for Vendor

CASELLE, INC.

72353 MAINTENANCE

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

CASPAR BUILDING SYSTEMS, INC.

RIN0026495 MIKE SEDAR POOL RECONSTRUCTION

\$331,345.00
\$331,345.00 Subtotal for Dept. Aquatics

RIN0026521 RETAINAGE

\$61,079.65

RIN0026493 RETAINAGE

(\$5,972.90)

\$55,106.75 Subtotal for Dept. Capital Projects

RIN0026493 FIRE STATION #6 CONSTRUCTION

\$59,729.00

\$59,729.00 Subtotal for Dept. Fire

\$446,180.75 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0026478 TOKENS

\$1,790.00

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

CASPER AREA TRANSPORTATION COALITION

RIN0026477 TICKETS

\$1,990.00
\$3,780.00 Subtotal for Dept. CDBG
\$3,780.00 Subtotal for Vendor

CASPER COLLEGE

S068571232 FUNDING

\$77,251.88
\$77,251.88 Subtotal for Dept. One Cent #15
\$77,251.88 Subtotal for Vendor

CASPER DOWNTOWN DEVELOPMENT AUTHORITY

DRAW #3 DOWNTOWN PLAZA DRAW #3

\$57,878.30
\$57,878.30 Subtotal for Dept. City Manager
\$57,878.30 Subtotal for Vendor

CASPER EVENTS CENTER

138402 AWARDS CEREMONY

\$871.89
\$871.89 Subtotal for Dept. Police
\$871.89 Subtotal for Vendor

CASPER HOUSING AUTHORITY

94 HEADSTART EXPENSES

\$2,079.51
\$2,079.51 Subtotal for Dept. Life Steps Campus

95 FUNDING

\$19,776.38
\$19,776.38 Subtotal for Dept. One Cent #15
\$21,855.89 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0026463 SANITATION

\$105.00

RIN0026463 SEWER

\$20.54

\$125.54 Subtotal for Dept. Water Treatment Plant
\$125.54 Subtotal for Vendor

CASPER STAR TRIBUNE - SUBSCRIPTIONS

156-00014143 SUBSCRIPTION

\$260.00
\$260.00 Subtotal for Dept. City Attorney
\$260.00 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

138439 WHOLESALE WATER

\$244,645.16

138471 SYSTEM INVESTMENT FEES

\$9,204.00

\$253,849.16 Subtotal for Dept. Water
\$253,849.16 Subtotal for Vendor

CENTURYLINK

RIN0026509 PHONE USE

\$340.02

RIN0026509 PHONE USE

\$126.74

RIN0026509 PHONE USE

\$37.78

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

CENTURYLINK

	\$504.54	Subtotal for Dept.	Casper Events Center
RIN0026509 PHONE USE	\$33.82		
	\$33.82	Subtotal for Dept.	City Hall
RIN0026509 PHONE USE	\$65.42		
	\$65.42	Subtotal for Dept.	Code Enforcement
RIN0026509 PHONE USE	\$83.82		
RIN0026509 PHONE USE	\$314.49		
RIN0026509 PHONE USE	\$83.82		
RIN0026509 PHONE USE	\$23.35		
RIN0026509 PHONE USE	\$165.15		
RIN0026509 PHONE USE	\$65.10		
RIN0026509 PHONE USE	\$29.70		
RIN0026509 PHONE USE	\$68.32		
RIN0026509 PHONE USE	\$11,052.12		
RIN0026509 PHONE USE	\$61.32		
RIN0026509 PHONE USE	\$65.42		
RIN0026509 PHONE USE	\$326.77		
RIN0026509 PHONE USE	\$202.93		
RIN0026509 PHONE USE	\$37.78		
RIN0026509 PHONE USE	\$61.32		
RIN0026509 PHONE USE	\$490.95		
RIN0026509 PHONE USE	\$61.32		
	\$13,193.68	Subtotal for Dept.	Communications Center
RIN0026509 PHONE USE	\$65.42		
RIN0026509 PHONE USE	\$37.78		
RIN0026509 PHONE USE	\$74.62		
RIN0026509 PHONE USE	\$37.78		
RIN0026509 PHONE USE	\$65.42		
RIN0026509 PHONE USE	\$75.56		
RIN0026509 PHONE USE	\$37.78		
RIN0026509 PHONE USE	\$106.12		
RIN0026509 PHONE USE	\$65.42		
RIN0026509 PHONE USE	\$37.78		
RIN0026509 PHONE USE	\$65.42		
	\$669.10	Subtotal for Dept.	Fire
RIN0026509 PHONE USE	\$37.78		
RIN0026509 PHONE USE	\$63.38		
	\$101.16	Subtotal for Dept.	Fleet Maintenance
RIN0026509 PHONE USE	\$43.61		
	\$43.61	Subtotal for Dept.	Golf Course
RIN0026509 PHONE USE	\$81.69		
RIN0026509 PHONE USE	\$65.42		
	\$147.11	Subtotal for Dept.	Parking
RIN0026509 PHONE USE	\$43.61		
RIN0026509 PHONE USE	\$122.66		
	\$166.27	Subtotal for Dept.	Parks
RIN0026509 PHONE USE	\$38.53		

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

CENTURYLINK

RIN0026509 PHONE USE	\$63.38		
RIN0026509 PHONE USE	\$65.42		
RIN0026509 PHONE USE	\$37.78		
RIN0026509 PHONE USE	\$23.38		
	\$228.49	Subtotal for Dept.	Police
RIN0026509 PHONE USE	\$37.78		
	\$37.78	Subtotal for Dept.	Recreation
RIN0026509 PHONE USE	\$44.66		
RIN0026509 PHONE USE	\$44.66		
RIN0026509 PHONE USE	\$65.42		
	\$154.74	Subtotal for Dept.	Streets
RIN0026509 PHONE USE	\$37.54		
RIN0026509 PHONE USE	\$1,644.96		
	\$1,682.50	Subtotal for Dept.	Waste Water
RIN0026509 PHONE USE	\$195.94		
RIN0026509 PHONE USE	\$37.78		
RIN0026509 PHONE USE	\$91.53		
	\$325.25	Subtotal for Dept.	Water
RIN0026462 PHONE USE	\$42.60		
	\$42.60	Subtotal for Dept.	Water Treatment Plant
	\$17,396.07	Subtotal for Vendor	

CH2M HILL, INC.

381061066 PLANNING SERVICES	\$7,111.84		
	\$7,111.84	Subtotal for Dept.	Waste Water
	\$7,111.84	Subtotal for Vendor	

CHRIS HADLOCK

RIN0026520 TOBACCO COMPLIANCE	\$320.00		
	\$320.00	Subtotal for Dept.	Police Grants
	\$320.00	Subtotal for Vendor	

CITY OF CASPER

137973 ICE TIME	\$2,587.50		
138111 ICE TIME	\$3,180.00		
	\$5,767.50	Subtotal for Dept.	Social Community Services
	\$5,767.50	Subtotal for Vendor	

CITY OF CASPER - BALEFILL

138185 SANITATION	\$15.00		
1339/138586 SANITATION	\$15.00		
	\$30.00	Subtotal for Dept.	Casper Events Center
525/138547 SANITATION	\$18.80		
525/138368 SANITATION	\$16.45		
	\$35.25	Subtotal for Dept.	Hogadon
138159 SANITATION	\$15.00		
247/138265 SANITATION	\$15.00		

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

CITY OF CASPER - BALEFILL

	\$30.00	Subtotal for Dept.	Parks
2772/138381 SANITATION	\$321.48		
2772/138374 SANITATION	\$4,827.37		
2772/138304 SANITATION	\$5,328.86		
2772/138429 SANITATION	\$5,491.48		
2772/138197 SANITATION	\$321.01		
138167 SANITATION	\$5,156.84		
2772/138335 SANITATION	\$6,486.94		
138350 SANITATION	\$5,205.25		
2772/138191 SANITATION	\$5,015.80		
2772/138504 SANITATION	\$5,655.51		
2772/138554 SANITATION	\$5,229.18		
2772/138521 SANITATION	\$52,815.00		
2772/138595 SANITATION	\$5,287.97		
	\$107,142.69	Subtotal for Dept.	Refuse Collection
1276/138495 SANITATION	\$133.01		
1276/138367 SANITATION	\$95.88		
138277 SANITATION	\$5,070.32		
138163 SANITATION	\$1,549.56		
138298 SANITATION	\$137.67		
138183 SANITATION	\$117.97		
	\$7,104.41	Subtotal for Dept.	Waste Water
138192 SANITATION	\$15.00		
	\$15.00	Subtotal for Dept.	Water
	\$114,357.35	Subtotal for Vendor	

CIVIL ENGINEERING PROFESSIONALS, INC.

16-002-01 STORMWATER IMPLEMENTATION	\$1,575.00		
15-46-04 E 21ST ST IMPROVEMENTS	\$6,198.05		
	\$7,773.05	Subtotal for Dept.	Streets
15-46-04 E 21ST ST IMPROVEMENTS	\$4,784.45		
	\$4,784.45	Subtotal for Dept.	Water
	\$12,557.50	Subtotal for Vendor	

CJ CROWE

RIN0026442 CLOTHING ALLOWANCE	\$57.96		
	\$57.96	Subtotal for Dept.	Refuse Collection
	\$57.96	Subtotal for Vendor	

CK MECHANICAL PLUMBING & HEATING, INC.

0000021154 WATER HEATER	\$80.00		
	\$80.00	Subtotal for Dept.	Balefill
	\$80.00	Subtotal for Vendor	

CMI TECO, INC.

3177 SERVICE	\$1,556.03		
3274 SERVICE	\$714.90		

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

CMI TECO, INC.

3365 SERVICE

\$115.00

\$2,385.93 Subtotal for Dept. Refuse Collection

\$2,385.93 Subtotal for Vendor

COLLECTION CENTER INC.

974300000269 COLLECTION FEES

\$153.55

\$153.55 Subtotal for Dept. Code Enforcement

972000000323 COLLECTION FEES

\$263.72

\$263.72 Subtotal for Dept. Refuse Collection

972000000323 COLLECTION FEES

\$200.43

\$200.43 Subtotal for Dept. Sewer

972000000323 COLLECTION FEES

\$590.74

\$590.74 Subtotal for Dept. Water

\$1,208.44 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

76694 REPAIRS

\$195.00

76657 REPAIRS

\$103.00

76658 REPAIRS

\$51.50

\$349.50 Subtotal for Dept. Police

\$349.50 Subtotal for Vendor

COMMUNITY BUILDERS, INC.

2016-533 BOOMER STUDY

\$4,643.00

\$4,643.00 Subtotal for Dept. Council

\$4,643.00 Subtotal for Vendor

CONDELARIO, KYLE

0026302448 UTILITY REFUND

\$42.32

\$42.32 Subtotal for Dept. Water

\$42.32 Subtotal for Vendor

CONTINUOUS ALCOHOL MONITORING OF WY LLC

2016-27 REMOTE BREATH TESTING GRANT

\$285.00

\$285.00 Subtotal for Dept. Muni Court

\$285.00 Subtotal for Vendor

COWBOY CHEMICAL

8209 SOAP

\$455.85

8209 MONTHLY MAINTENANCE

\$49.00

8209 SPRAY UNIT

\$485.00

\$989.85 Subtotal for Dept. Casper Events Center

\$989.85 Subtotal for Vendor

DELL MARKETING LP

XJX1TTFF7 SOFTWARE

\$113.40

\$113.40 Subtotal for Dept. Information Services

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

DELL MARKETING LP

\$113.40 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0026482 DENTAL INSURANCE

\$1,591.25

\$1,591.25 Subtotal for Dept. Health Insurance

\$1,591.25 Subtotal for Vendor

DILLON, DAVID/JENNIFER

0026302447 UTILITY REFUND

\$32.86

\$32.86 Subtotal for Dept. Water

\$32.86 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000057-16 CHEMICALS

\$5,583.76

\$5,583.76 Subtotal for Dept. Water Treatment Plant

\$5,583.76 Subtotal for Vendor

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2016-4 FUNDING

\$103,000.00

\$103,000.00 Subtotal for Dept. Special Reserves

\$103,000.00 Subtotal for Vendor

ELIZABETH BECHER

RIN0026487 DUES REIMBURSEMENT

\$217.00

\$217.00 Subtotal for Dept. Planning

\$217.00 Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

09308 EXTERIOR LIGHTING

\$88.00

09308 EXTERIOR LIGHTING

\$2,352.00

\$2,440.00 Subtotal for Dept. Casper Events Center

\$2,440.00 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1137919 MERCHANT FEES

\$30.63

\$30.63 Subtotal for Dept. Casper Events Center

REMI1137923 MERCHANT FEES

\$5.12

\$5.12 Subtotal for Dept. Engineering

REMI1137912 MERCHANT FEES

\$1,506.87

\$1,506.87 Subtotal for Dept. Finance

REMI1137914 MERCHANT FEES

\$11.47

\$11.47 Subtotal for Dept. Fort Caspar

REML1137916 MERCHANT FEES

\$48.61

\$48.61 Subtotal for Dept. Metro Animal

REMI1130330 MERCHANT FEES

\$169.11

REMI1081565 MERCHANT FEES

\$294.34

REMI1137917 MERCHANT FEES

\$250.73

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

FIRST DATA MERCHANT SVCS CORP.

\$714.18 Subtotal for Dept. Municipal Court
\$2,316.88 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0026483 GIFT CARDS

\$66.00
\$66.00 Subtotal for Dept. Human Resources
\$66.00 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0026481 PETTY CASH - COMM DEVELOPMENT

\$10.97

RIN0026481 PETTY CASH - COMM DEVELOPMENT

\$10.96

\$21.93 Subtotal for Dept. C.A.T.C.

RIN0026481 PETTY CASH - COMM DEVELOPMENT

\$18.88

RIN0026481 PETTY CASH - COMM DEVELOPMENT

\$2.05

RIN0026481 PETTY CASH - COMM DEVELOPMENT

\$8.39

\$29.32 Subtotal for Dept. Code Enforcement

RIN0026481 PETTY CASH - COMM DEVELOPMENT

\$351.00

\$351.00 Subtotal for Dept. Planning

RIN0026532 WITNESS FEES

\$25.00

\$25.00 Subtotal for Dept. Municipal Court

\$427.25 Subtotal for Vendor

GARAGE DOOR DUDES

485694 SERVICE DOORS

\$330.00

\$330.00 Subtotal for Dept. Fleet Maintenance

\$330.00 Subtotal for Vendor

GARY MARSH, INC.

368 COMMISSION FEES

\$795.38

\$795.38 Subtotal for Dept. Golf Course

\$795.38 Subtotal for Vendor

GOOCH, JOHN

RIN0026529 UTILITY REFUND

\$42.69

\$42.69 Subtotal for Dept. Water

\$42.69 Subtotal for Vendor

HARRIS COMPUTER SYSTEMS INC.

XT00112882 SOFTWARE

\$129.00

XT00112882 ENVELOPES

\$165.10

\$294.10 Subtotal for Dept. Finance

\$294.10 Subtotal for Vendor

HEDQUIST CONSTRUCTION

RIN0026524 RETAINAGE

\$20,380.43

\$20,380.43 Subtotal for Dept. Waste Water

\$20,380.43 Subtotal for Vendor

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

HEDQUIST CONSTRUCTION, INC.

RIN0026523 RETAINAGE	(\$20,380.43)	
RIN0026523 SANITARY SEWER REPAIRS	\$406,487.85	
	\$386,107.42	Subtotal for Dept. Waste Water
	\$386,107.42	Subtotal for Vendor

HEIN-BOND, LLC

16-008 MATERIALS RECOVERY FACILITY	\$23,340.00	
	\$23,340.00	Subtotal for Dept. Balefill
	\$23,340.00	Subtotal for Vendor

HEWLETT PACKARD CO.

56946078 COMPUTER EQUIPMENT	\$788.32	
56946005 COMPUTER EQUIPMENT	\$788.32	
	\$1,576.64	Subtotal for Dept. Casper Events Center
56737878 COPIER	\$3,000.00	
56737878 COPIER	\$4,514.16	
	\$7,514.16	Subtotal for Dept. Refuse Collection
	\$9,090.80	Subtotal for Vendor

HOLLY NORTHWAY

RIN0026530 UTILITY REFUND	\$32.18	
	\$32.18	Subtotal for Dept. Water
	\$32.18	Subtotal for Vendor

HOMAX OIL SALES, INC.

0325119-IN OIL	\$460.00	
	\$460.00	Subtotal for Dept. Balefill
0324569-IN OIL	\$3,912.00	
	\$3,912.00	Subtotal for Dept. Fleet Maintenance
CL71234 FUEL	\$3,269.79	
CL71763 FUEL	\$48.39	
	\$3,318.18	Subtotal for Dept. Water
	\$7,690.18	Subtotal for Vendor

INBERG-MILLER ENGINEERS

17466CM01.15 SOIL CLASSIFICATION BRIDGE	\$322.00	
	\$322.00	Subtotal for Dept. Golf Course
	\$322.00	Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

RIN0026510 UPGRADES	\$234,698.55	
RIN0026511 RETAINAGE	\$4,915.09	
RIN0026510 RETAINAGE	(\$4,915.09)	
17839 REPAIRS	\$697.20	
	\$235,395.75	Subtotal for Dept. Waste Water
	\$235,395.75	Subtotal for Vendor

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

JAMES T DAWSON

RIN0026497 UTILITY REFUND

\$29.21
\$29.21 Subtotal for Dept. Water
\$29.21 Subtotal for Vendor

JERRY RAGER

rin0026446 CURB-CUT REFUND

\$30.00
\$30.00 Subtotal for Dept. General Fund Suspense
\$30.00 Subtotal for Vendor

JODY SCHMIDT

RIN0026504 UTILITY REFUND

\$42.48
\$42.48 Subtotal for Dept. Water
\$42.48 Subtotal for Vendor

KNIFE RIVER/JTL

RIN0026465 RETAINAGE

(\$20,288.96)

RIN0026465 COMPOST YARD ADDITION

\$202,889.60

\$182,600.64 Subtotal for Dept. Balefill

14-18-4 RETAINAGE

(\$9,329.86)

(\$9,329.86) Subtotal for Dept. Capital Projects

14-18-4 W YELLOWSTONE & WALNUT

\$52,247.19

129577 WASHED ROCK

\$76.00

14-18-4 W YELLOWSTONE & WALNUT

\$41,051.36

129332 WASHED ROCK

\$81.25

\$93,455.80 Subtotal for Dept. Streets

\$266,726.58 Subtotal for Vendor

LABOR READY CENTRAL, INC.

20776941 TEMPORARY SERVICES

\$228.48

20762651 TEMPORARY SERVICES

\$1,335.18

\$1,563.66 Subtotal for Dept. Casper Events Center

\$1,563.66 Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0026486 RETIREE LIFE

\$279.80

\$279.80 Subtotal for Dept. Health Insurance

\$279.80 Subtotal for Vendor

MANGUS, CHASE

0026302444 UTILITY REFUND

\$32.84

\$32.84 Subtotal for Dept. Water

\$32.84 Subtotal for Vendor

MANPOWER, INC.

29865687 TEMPORARY SERVICES

\$109.76

\$109.76 Subtotal for Dept. Casper Events Center

\$109.76 Subtotal for Vendor

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

MARANDA, TODD

RIN0026531 UTILITY REFUND

\$47.53
\$47.53 Subtotal for Dept. Water
\$47.53 Subtotal for Vendor

MERCER HOUSE, INC.

RIN0026519 METH CONFERENCE SPEAKER FEES

\$2,651.70
\$2,651.70 Subtotal for Dept. Police Grants
\$2,651.70 Subtotal for Vendor

MICHAEL BRATVOLD

RIN0026454 CLOTHING ALLOWANCE

\$25.13
\$25.13 Subtotal for Dept. Balefill
\$25.13 Subtotal for Vendor

MORRISON, JOAN

0026302446 UTILITY REFUND

\$23.37
\$23.37 Subtotal for Dept. Water
\$23.37 Subtotal for Vendor

MOTOROLA SOLUTIONS

78338583 MAINTENANCE AGREEMENT

\$5,688.62
\$5,688.62 Subtotal for Dept. Communications Center
\$5,688.62 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

6143 TECHNICAL ASSISTANCE

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

NATRONA COUNTY - HALL OF JUSTICE EXPENSES

JANUARY 2016 BUILDING RENT
FEBRUARY 2016 BUILDING RENT
MARCH 2016 BUILDING RENT

\$8,172.90
\$9,257.21
\$8,309.86
\$25,739.97 Subtotal for Dept. Police
\$25,739.97 Subtotal for Vendor

NATRONA COUNTY CLERK

RIN0026494 RECORDING FEES

\$390.00
\$390.00 Subtotal for Dept. Planning

RIN0026494 RECORDING FEES

\$18.00
\$18.00 Subtotal for Dept. Streets

RIN0026527 RECORDING FEES

\$66.00
\$66.00 Subtotal for Dept. Planning
\$474.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE44005 UNIFORMS

\$131.85

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

NEVE'S UNIFORMS, INC.

NE44007 UNIFORMS	\$34.95	
NE44044 UNIFORMS	\$54.95	
NE44006 UNIFORMS	\$337.65	
	\$559.40	Subtotal for Dept. Police
	\$559.40	Subtotal for Vendor

NORTH PARK TRANSPORTATION

08750064 FREIGHT	\$114.91	
	\$114.91	Subtotal for Dept. Waste Water
	\$114.91	Subtotal for Vendor

NORTHWEST COMMUNITY ACTION PROGRAMS OF WY INC

ER-033116-200 E WASTE PROCESSING	\$1,448.40	
	\$1,448.40	Subtotal for Dept. Balefill
	\$1,448.40	Subtotal for Vendor

OIL CITY PRINTERS

16-03-237 BUSINESS CARDS	\$392.30	
	\$392.30	Subtotal for Dept. Fire
	\$392.30	Subtotal for Vendor

OLSON AUTOBODY & COLLISION CENTER

5767 REPAIRS	\$1,436.50	
	\$1,436.50	Subtotal for Dept. Fleet Maintenance
	\$1,436.50	Subtotal for Vendor

ONE CALL OF WY.

40977 LOCATE TICKETS	\$359.44	
	\$359.44	Subtotal for Dept. Sewer
40977 LOCATE TICKETS	\$439.31	
	\$439.31	Subtotal for Dept. Water
	\$798.75	Subtotal for Vendor

OUDERKIRK, JOHNNY

0026302451 UTILITY REFUND	\$26.86	
	\$26.86	Subtotal for Dept. Water
	\$26.86	Subtotal for Vendor

PATRICIA MOORE

00616R CLOTHING ALLOWANCE	\$62.99	
	\$62.99	Subtotal for Dept. Police
	\$62.99	Subtotal for Vendor

P-CARD VENDORS

00042359 IN PEDENS INC.	\$31.20	
00042676 SPOKANE HRDWR HRDWR HU	\$1,600.85	
00042479 RICOH USA, INC	\$12.94	
00042540 HAWKINS INC	\$2,852.95	

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042479	RICOH USA, INC	\$12.91		
00042808	ARC SERVICES/TRAINING	\$150.00		
00042808	ARC SERVICES/TRAINING	\$445.00		
00042359	IN PEDENS INC.	\$31.20		
		\$5,137.05	Subtotal for Dept.	Aquatics
00042459	BAILEYS ACE HARDWARE	\$143.90		
00042298	GCR TIRES #751	\$350.25		
00042112	BAILEYS ACE HARDWARE	\$125.02		
00042114	METECH RECYCLING INC	\$6,683.05		
00042446	BAILEYS ACE HARDWARE	\$55.58		
00042523	SAMS CLUB #6425	\$33.22		
00042462	FEDEX 20061279	\$123.50		
00042294	QUALITY OFFICE SOLUTIO	\$29.16		
00042523	SAMS CLUB #6425	\$34.73		
00042546	WM SUPERCENTER #1617	\$6.97		
00042338	GEOTECH ENVIRONMENTAL	\$91.42		
00042319	AGP PROPANE SERVICES	\$133.37		
00041556	IN RECYKLING INDUSTRI	\$4,061.50		
00042031	AIRGAS CENTRAL	\$33.76		
00042341	GCR TIRES #751	\$381.00		
00041566	IN RECYKLING INDUSTRI	\$7,738.08		
00042358	SAFETY KLEEN SYSTEMS B	\$9,524.60		
00042040	AIRGAS CENTRAL	\$23.52		
00042762	FAMOUS DAVE'S BAR-B-QU	\$61.07		
00042308	DELTA 00677372186735	\$349.70		
00042069	WAL-MART #3778	\$18.97		
00042436	WYOMING MACHINERY CO	\$902.09		
00042392	PMI PENTON CONF FEES	\$75.00		
00042018	GCR TIRES #751	\$324.25		
00042069	WAL-MART #3778	\$119.84		
00042423	DECKER AUTO GLASS	\$380.00		
00042662	DIEBOLD SUPPLY	\$555.17		
00042072	SAMS CLUB #6425	\$133.50		
00042088	IN ALLIANCE ELECTRIC,	\$5,889.27		
00042364	GIH GLOBALINDUSTRIALEQ	\$66.95		
00042727	MENARDS CASPER WY	\$89.94		
00042265	CASPER STAR TRIBUNE	\$255.00		
00042252	REXEL 3212	\$62.85		
00042245	REXEL 3212	\$36.28		
00042272	ALBERTSONS STO00000620	\$12.00		
00042649	SOLID WASTE ASSOCIA	\$843.00		
00041827	HONNEN EQUIPMENT 04	\$3.05		
00042196	INTERSTATE PLASTICS	\$647.60		
00042729	NOR NORTHERN TOOL	\$710.24		
00041526	REXEL 3212	\$455.15		
00041977	GC BUILDING SUPPLY INC	\$1,752.69		
00041940	EATON SALES & SERVICE	\$136.07		
00042507	BEARING BELTCHAIN00244	\$95.04		

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042721	NORCO INC	\$240.00	
00042278	QUALITY OFFICE SOLUTIO	\$27.81	
00042705	ALSCO INC.	\$362.85	
00041941	WAL-MART #1617	\$7.54	
00042663	IN AMERICAN EAGLE CL	\$2,150.00	
00041951	AIRGAS CENTRAL	\$440.92	
00042667	CASPER TIRE 0000705	\$40.00	
00042470	SAMS INTERNET	\$139.98	
00042688	WYOMING STEEL AND RECY	\$55.50	
		\$47,011.95	Subtotal for Dept. Balefill
00042672	HERCULES INDUSTRIES CA	\$1,054.44	
		\$1,054.44	Subtotal for Dept. Buildings & Grounds
00042486	BLOEDORN LUMBER CASPER	\$10.48	
00042503	INTERSTATE ALL BATTERY	\$11.94	
00042490	BLOEDORN LUMBER CASPER	\$30.16	
00042494	BLOEDORN LUMBER CASPER	\$16.36	
00042487	BLOEDORN LUMBER CASPER	\$27.43	
00040883	CASPER WINNELSON CO	\$12.63	
00042370	CRUM ELECTRIC SUPPLY C	\$54.99	
00042792	HERCULES INDUSTRIES CA	\$27.31	
00042485	OVERHEAD DOOR CO OF CA	\$45.45	
00042483	CASPER WINNELSON CO	\$31.82	
00042554	NORCO INC	\$81.32	
00042595	NORCO INC	\$508.46	
00042448	MENARDS CASPER WY	\$7.97	
00042967	SHERWIN WILLIAMS 70343	\$28.05	
00042965	BLOEDORN LUMBER CASPER	\$156.09	
00042930	BLOEDORN LUMBER CASPER	\$62.95	
00042705	ALSCO INC.	\$257.00	
00042801	DIAMOND VOGEL PAINT #7	\$91.45	
00042790	BARGREEN WYOMING 25	\$56.55	
00042641	BLOEDORN LUMBER CASPER	\$103.04	
00042833	NORCO INC	\$39.54	
00042892	HERCULES INDUSTRIES - Credit	(\$27.31)	
00042685	MENARDS CASPER WY	\$8.60	
00042297	SAMSLUB #6425 - Credit	(\$17.32)	
00042844	BARGREEN WYOMING 25	\$8.20	
00042400	BLOEDORN LUMBER CASPER	\$20.69	
00042847	BARGREEN WYOMING 25	\$113.50	
00042408	CRESCENT ELECTRIC 103	\$51.14	
00042420	BLOEDORN LUMBER CASPER	\$17.98	
00042612	BLOEDORN LUMBER CASPER	\$19.97	
00042607	BLOEDORN LUMBER CASPER	\$14.88	
00042433	CRESCENT ELECTRIC 103	\$148.74	
00042751	NORCO INC	\$470.97	
00042839	BARGREEN WYOMING 25	\$214.80	
00042766	BLOEDORN LUMBER CASPER	\$9.49	
00042770	IN GREAT PLAINS CLEAN	\$126.41	

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042902	BAILEYS ACE HARDWARE	\$14.56		
00042733	DENNIS SUPPLY COMPANY	\$7.49		
00042771	CASPER WINAIR SUPPLY C	\$71.68		
00042732	BLOEDORN LUMBER CASPER	\$130.05		
00042831	CASPER WINNELSON CO	\$8.44		
00042720	BRIDGER STEEL CASPER	\$65.00		
00042696	BLOEDORN LUMBER CASPER	\$54.39		
		\$3,193.34	Subtotal for Dept.	Buildings And Grounds
00042399	BUS BID MPO 16-01B2 LOCAL MATC	\$95.10		
00042399	CASPER STAR TRIBUNE	\$95.10		
		\$190.20	Subtotal for Dept.	C.A.T.C.
00042128	WAL-MART #3778	\$10.19		
00042202	WAL-MART #1617	\$22.35		
00042781	WM SUPERCENTER #1617	\$26.91		
00042522	FEDEX 775977707018	\$9.75		
00042381	CHARTER COMM	\$143.15		
00042608	WAL-MART #1617	\$122.05		
00042362	ATLAS OFFICE PRODUCTS	\$14.68		
00042202	WAL-MART #1617	\$13.95		
00042608	WAL-MART #1617	\$2.25		
00042611	PIZZA HUT #240	\$84.08		
00042608	WAL-MART #1617	\$12.08		
00042076	LEGEND COMMUNICATIONS	\$9.00		
00042365	CRESCENT ELECTRIC 103	\$447.03		
00042130	ALBERTSONS #2060	\$15.60		
00042681	NATURAL GROCERS	\$8.24		
00042354	WAL-MART #1617	\$35.85		
00042131	ALBERTSONS #2060	\$176.98		
00042299	SQ WYOMING LOCK AND S	\$1,243.95		
00042675	SAMSCLUB #6425	\$349.44		
00042476	HEARTLAND PAPER COMPAN	\$117.04		
00042326	SQ WYOMING LOCK AND S	\$85.00		
00042210	CASPER STAR TRIBUNE	\$1,352.81		
00042221	SAMSCLUB #6425	\$110.90		
00042835	ENTERPRISE RENT-A-CAR	\$108.67		
00042465	HEARTLAND PAPER COMPAN	\$247.80		
00042856	FINANCIAL SERVICES	\$820.65		
00042460	AGP PROPANE SERVICES	\$106.41		
00042237	SAMS CLUB #6425	\$59.63		
00042106	ALBERTSONS #2060	\$34.64		
00042781	WM SUPERCENTER #1617	\$13.78		
00042744	SQ ATLANTIC ELECTRIC,	\$668.61		
00042492	OVERHEAD DOOR CO OF CA	\$110.00		
00042702	EXXONMOBIL 45947843	\$17.00		
00042738	DLX FOR BUSINESS	\$48.59		
00042759	ALBERTSONS STO00000620	\$75.00		
00042409	LONG BLDG. TECHNOLOGIE	\$4,246.00		
00042764	WAL-MART #1617	\$9.36		

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042510	ATLAS OFFICE PRODUCTS	\$54.53		
00042777	ALSCO INC.	\$971.00		
00042020	ALBERTSONS	\$1.41		
00042506	BURBACKS REFRIGERATION	\$255.00		
		\$12,261.36	Subtotal for Dept.	Casper Events Center
00042618	CASPER STAR TRIBUNE	\$99.50		
00041935	JACKS SMALL ENGINES &	\$544.64		
00041812	NOR NORTHERN TOOL - Credit	(\$399.49)		
00042042	DISCOUNT RAMPS.COM	\$616.00		
		\$860.65	Subtotal for Dept.	Cemetery
00042336	ATLAS OFFICE PRODUCTS	\$48.90		
00042756	ATLAS OFFICE PRODUCTS	\$30.79		
		\$79.69	Subtotal for Dept.	City Attorney
00042535	IN ALLURETECH/COFFEYN	\$42.00		
		\$42.00	Subtotal for Dept.	City Hall
00042491	DOMINO'S 6042	\$50.37		
00042683	XEROX CORPORATION/RBO	\$30.42		
00042386	ATLAS OFFICE PRODUCTS	\$164.14		
		\$244.93	Subtotal for Dept.	City Manager
00042293	ATLAS OFFICE PRODUCTS	\$140.42		
00042307	HP SERVICES	\$93.25		
		\$233.67	Subtotal for Dept.	Code Enforcement
00041917	BIG SKY COMMUNICATIONS	\$342.00		
00042445	WARDROBE CLEANERS	\$8.55		
		\$350.55	Subtotal for Dept.	Communications Center
00042796	III BOTTICELLI RISTORA	\$26.15		
00042380	CPU VENTURE TECH NETWO	\$910.00		
00042589	SUBWAY 03116324	\$8.40		
		\$944.55	Subtotal for Dept.	Council
00042014	USPS 57155809430310940	\$8.79		
00042309	ATLAS OFFICE PRODUCTS	\$162.59		
		\$171.38	Subtotal for Dept.	Engineering
00042482	ATLAS OFFICE PRODUCTS	\$115.91		
00042504	ATLAS OFFICE PRODUCTS	\$76.45		
00041851	CASPER STAR TRIBUNE	\$125.20		
		\$317.56	Subtotal for Dept.	Finance
00041764	CASPER COLLEGE - Credit	(\$220.00)		
00042080	NORCO INC	\$2,090.39		
00042615	ROTO ROOTER	\$262.00		
00042356	PAYPAL NVIAAI - Credit	(\$175.00)		
00042371	IN CASPER SAFETY LLC	\$74.05		
00042046	WARDROBE CLEANERS	\$21.00		
00042147	FEDEX 98531704	\$181.64		
00041173	DICK'S SPORTING GOODS	\$79.99		
00042619	THE HOME DEPOT 6001	\$20.94		
00042405	APL ITUNES.COM/BILL	\$10.49		
00042407	WARDROBE CLEANERS	\$12.02		

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042674	IN C & C SUPPLY DBA N	\$1,209.89	
00042418	L N CURTIS & SONS	\$1,484.83	
00042090	WPSG. INC 800-852-6088	\$19.58	
00042374	VZWRLSS IVR VB	\$1,793.74	
00041998	IN JAMES MATLOCK	\$150.50	
00042209	EXXONMOBIL 47626544	\$35.00	
00042567	DTV DIRECTV SERVICE	\$126.00	
00042622	IN JAMES MATLOCK	\$262.75	
00041735	EXXONMOBIL 47626544	\$23.27	
00041878	BestBuyCom782988019047	\$399.99	
00042009	SUTHERLANDS 2219	\$19.79	
00041682	THE UPS STORE 2200	\$208.63	
00041190	DEAN LEWIS ASSOCIATES	\$165.21	
00041179	TARGET 00001644	\$40.06	
00042025	EXXONMOBIL 47626544	\$44.79	
00041936	WESTERN DIVERS LTD	\$42.00	
		\$8,383.55	Subtotal for Dept. Fire
00042907	STOTZ EQUIPMENT	\$232.45	
00042291	DRIVE TRAIN CASPER	\$30.72	
00042177	B & B RUBBER STAMP SHO	\$106.00	
00041750	NAPA	\$13.36	
00042178	SIX ROBBLEES NO 19	\$172.13	
00042889	STOTZ EQUIPMENT - Credit	(\$82.26)	
00042312	CAPITAL BUSINESS SYSTE	\$27.83	
00042337	JACKS TRUCK AND EQUIPMT	\$362.86	
00042334	LARIAT INTERNATIONAL T	\$235.48	
00042332	OSHKOSH CORP MCNEILUS	\$162.75	
00042330	GOODYEAR COMMERCIAL TI	\$316.14	
00041702	WEAR PARTS INC	\$70.50	
00041703	GOODYEAR COMMERCIAL TI	\$450.92	
00042310	GREINER MOTOR COMPANY	\$176.38	
00041744	STOTZ EQUIPMENT	\$607.43	
00042908	FORCE AMERICA DISTRIBU	\$420.53	
00042206	HOSE & RUBBER SUPPLY	\$52.12	
00042918	CMI-TECO	\$324.24	
00042916	STOTZ EQUIPMENT	\$49.16	
00042910	STOTZ EQUIPMENT	\$257.80	
00041750	NAPA	(\$45.99)	
00042295	GREINER MOTOR COMPANY - Credit	(\$36.95)	
00042909	ASAP RADIATOR AND SUPP	\$1,224.47	
00041728	STOTZ EQUIPMENT - Credit	(\$275.64)	
00041811	NAPA	\$13.49	
00041750	NAPA	\$5.13	
00041759	STOTZ EQUIPMENT	\$275.64	
00041809	L N CURTIS & SONS	\$523.01	
00041811	NAPA	\$24.20	
00041811	NAPA	(\$30.76)	
00041811	NAPA	\$7.49	

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00041811 NAPA	\$184.78
00041811 BEARING BELTCHAIN00244	\$870.91
00041811 NAPA	\$110.42
00041811 NAPA	\$29.70
00041811 NAPA	\$320.74
00041811 NAPA	\$42.24
00041750 NAPA	(\$36.06)
00041811 NAPA	\$5.97
00041750 NAPA	(\$65.26)
00041811 NAPA	\$26.99
00041811 NAPA	\$158.35
00041811 NAPA	(\$18.08)
00041811 NAPA	(\$67.99)
00041811 NAPA	(\$67.99)
00041818 L N CURTIS & SONS	\$667.62
00041849 STOTZ EQUIPMENT - Credit	(\$607.43)
00041923 JACKS TRUCK AND EQUIPMENT - Credit	(\$62.50)
00042802 IN PETERSON EQUIPMENT	\$17.70
00042821 STOTZ EQUIPMENT	\$55.73
00042387 WHITES MOUNTAIN	\$12.25
00042830 INLAND TRUCK PARTS # - Credit	(\$48.35)
00041811 NAPA	\$359.00
00042855 STOTZ EQUIPMENT	\$9.45
00041750 NAPA	\$211.49
00042206 HOSE & RUBBER	\$89.82
00041750 NAPA	(\$18.08)
00042207 DRIVE TRAIN CASPER	\$58.79
00042211 GOODYEAR COMMERCIAL TI	\$859.57
00042004 COMPRESSOR PARTS STORE	\$35.54
00042219 DRIVE TRAIN CASPER	\$2,207.00
00042220 GOODYEAR COMMERCIAL TI	\$289.64
00042234 WARNE CHEMICAL	\$2,046.70
00042234 WARNE CHEMICAL AND EQU	\$2,003.00
00042234 WARNE CHEMICAL	\$288.34
00042248 GREINER MOTOR COMPANY	\$57.29
00042246 AMERI-TECH EQUIPMENT C	\$1,010.12
00042863 STOTZ EQUIPMENT - Credit	(\$21.31)
00041750 NAPA	\$50.62
00042853 INLAND TRUCK PARTS # - Credit	(\$10.12)
00042842 MACDONALD EQUIPMENT CO	\$2,670.91
00041750 NAPA	\$7.29
00041750 NAPA	\$20.98
00042271 CMI-TECO	\$49.00
00041750 NAPA	\$7.56
00041750 NAPA	\$3.29
00042267 GREINER MOTOR COMPANY	\$30.47
00041750 BEARING BELTCHAIN00244	\$1,516.31
00042263 AIRGAS CENTRAL	\$64.71

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042261	CMI-TECO	\$271.36
00041750	NAPA	\$243.96
00041750	NAPA	\$20.99
00042887	AUDIES SMALL ENGINE	\$37.50
00042650	NAPA	\$9.77
00042701	CMI-TECO	\$32.66
00042680	EQUIPMENT COMPANY OF T	\$97.98
00042665	GREINER MOTOR COMPANY	\$169.92
00042650	NAPA	\$19.99
00042650	NAPA	(\$18.08)
00042650	NAPA	\$106.51
00042682	WW GRAINGER	\$96.68
00042650	NAPA	\$105.47
00042686	GREINER MOTOR COMPANY	\$104.97
00042469	SPARTANCHASSIS (APA)	\$825.94
00042650	NAPA	(\$107.82)
00042650	NAPA	\$21.99
00042650	NAPA	\$14.98
00042514	DRIVE TRAIN CASPER	\$10.38
00042515	HONNEN EQUIPMENT 04	\$65.75
00042650	NAPA	(\$18.08)
00040724	NOODLES & CO 108	\$21.48
00042376	DRIVE TRAIN CASPER	\$397.72
00042610	INLAND TRUCK PARTS #	\$0.20
00042425	TIRE PROFESSIONALS INC	\$3,393.30
00040764	JACK N GRILL	\$27.81
00040815	RENAISSANCE BROOMFIELD	\$496.52
00040778	GORDON BIRSCH BROOMFI	\$48.00
00042350	DRIVE TRAIN CASPER	\$137.50
00040740	CANTINA GRILL TERMINAL	\$22.91
00042529	CASPER TIRE 0000705	\$130.00
00042176	NAPA	\$1.47
00040695	OUTBACK 5011	\$46.44
00042694	CASPER TIRE 0000705	\$594.00
00042693	WEAR PARTS INC	\$14.25
00042693	WEAR PARTS INC	\$16.00
00042687	STOTZ EQUIPMENT	\$82.26
00040761	RENAISSANCE BROOMFIELD	\$411.60
00042604	DRIVE TRAIN CASPER - Credit	(\$0.30)
00042575	STOTZ EQUIPMENT	\$381.96
00042579	INLAND TRUCK PARTS #	\$77.68
00042585	NORCO INC	\$68.22
00042587	POWER EQUIPMENT CO CAS	\$3,189.27
00042650	NAPA	\$4.99
00042594	AMERI-TECH EQUIPMENT C	\$901.98
00042524	AMERI-TECH EQUIPMENT C	\$907.26
00042603	IN NUTECH SPECIALTIES	\$609.54
00042566	SIX ROBBLEES NO 19 - Credit	(\$112.53)

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042617	GREINER MOTOR COMPANY	\$104.97
00042650	NAPA	\$42.84
00042645	ABLE EQUIPMENT CO	\$1,146.00
00042626	IN PETERSON EQUIPMENT	\$99.86
00042643	WW GRAINGER	\$65.78
00042638	GREINER MOTOR COMPANY	\$14.76
00042650	NAPA	\$237.00
00042650	NAPA	\$81.00
00042709	BEARING BELTCHAIN00244	\$105.32
00042529	CASPER TIRE 0000705	\$130.00
00042650	BEARING BELTCHAIN00244	\$625.08
00042532	STOTZ EQUIPMENT	\$573.00
00042533	DRIVE TRAIN CASPER	\$127.88
00042650	NAPA	\$106.51
00042574	STOTZ EQUIPMENT	\$163.61
00042548	EXPRESS EMPLOYMENT PRO	\$1,446.80
00042650	NAPA	\$62.48
00042553	STOTZ EQUIPMENT	\$65.98
00042556	STOTZ EQUIPMENT	\$409.42
00042558	GREINER MOTOR COMPANY	\$19.47
00042650	NAPA	\$85.68
00042561	STOTZ EQUIPMENT	\$24.20
00042650	NAPA	(\$18.08)
00042528	NORCO INC	\$42.46
00042547	STOTZ EQUIPMENT	\$362.81
00042266	STOTZ EQUIPMENT	\$17.56
00042489	JACKS TRUCK AND EQUPMT	\$164.48
00042497	JACKS TRUCK AND EQUPMT	\$74.83
00042500	GREINER BUICK GMC CADI	\$528.80
00042509	BAILEYS ACE HARDWARE	\$19.15
00042216	COACH & EQIPMENT MFG.	\$70.20
00042251	HENSLEY BATTERY&ELECTR	\$59.02
00042726	DANA SAFETY SUPPLY INC	\$167.60
00042259	STOTZ EQUIPMENT	\$174.84
00042454	GREINER MOTOR COMPANY	\$69.90
00042795	INLAND TRUCK PARTS # - Credit	(\$205.96)
00042302	SPARTANCHASSIS (APA)	\$59.14
00042303	STOTZ EQUIPMENT	\$595.82
00042306	STOTZ EQUIPMENT	\$105.20
00042700	CMI-TECO	\$83.49
00042793	INLAND TRUCK PARTS #	\$48.35
00042258	STOTZ EQUIPMENT	\$283.76
00042397	HOSE & RUBBER SUPPLY	\$47.91
00042342	IN NUTECH SPECIALTIES	\$107.84
00042342	IN NUTECH SPECIALTIES	\$495.00
00042345	GREINER MOTOR COMPANY	\$123.16
00042346	GREINER MOTOR COMPANY - Credit	(\$33.02)
00041458	WYOMING STEEL AND RECY	\$4.50

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00041458	WYOMING STEEL AND RECY	\$4.50	
00042484	PAYPAL SALES8510	\$5.69	
00042388	HONNEN EQUIPMENT 04	\$1,528.04	
00042473	CMI-TECO	\$314.60	
00042406	JACKS TRUCK AND EQUIPMT	\$97.90	
00042431	KELLYS ALIGNMENT AND B	\$43.00	
00042449	WYOMING MACHINERY CO	\$8,685.46	
00042449	WYOMING MACHINERY CO	\$164.24	
00042449	WYOMING MACHINERY CO Purchase	(\$20.99)	
00042449	WYOMING MACHINERY CO	\$176.79	
00042375	HOSE & RUBBER SUPPLY	\$43.61	
00042378	INTERMOUNTAIN COACH LE	\$786.71	
00042441	NAPA	\$11.99	
00042761	INLAND TRUCK PARTS #	\$216.08	
00042769	WYOMING MACHINERY CO	\$147.34	
00042778	GREINER MOTOR COMPANY	\$66.08	
00042778	GREINER	\$55.58	
00042778	GREINER	\$329.11	
00042496	GREINER MOTOR COMPANY	\$465.63	
00042785	JACKS TRUCK AND EQUIPMT	\$1,116.45	
00042475	WW GRAINGER	\$199.79	
00042471	MCMASTER-CARR	\$11.32	
00042347	IN VEHICLE LIGHTING S	\$142.22	
00042789	CMI-TECO	\$550.54	
00042383	DRIVE TRAIN CASPER	\$7.60	
00042441	BEARING BELTCHAIN00244	\$1,079.92	
00042441	NAPA	\$44.99	
00042422	ON SCENE SOLUTIONS LLC	\$207.12	
00042391	DRIVE TRAIN CASPER	\$80.40	
00042401	STOTZ EQUIPMENT - Credit	(\$579.83)	
00042402	DRIVE TRAIN CASPER	\$9.30	
00042466	DRIVE TRAIN CASPER - Credit	(\$30.31)	
00042441	NAPA	\$27.09	
00042637	WAUSAU EQUIPMENT COMPA	\$1,051.55	
00042419	STOTZ EQUIPMENT	\$6.49	
00042430	WHITES MOUNTAIN	\$72.30	
00042434	GREINER MOTOR COMPANY	\$98.26	
00042441	NAPA	\$33.00	
00042441	NAPA	\$34.99	
00042441	NAPA	(\$33.33)	
00042441	NAPA	\$24.07	
00042441	NAPA	\$69.01	
00042404	CASPER TIRE 0000705	\$198.00	
	\$61,808.80	Subtotal for Dept.	Fleet Maintenance
00042315	PAYPAL COLOWYOMUS	\$145.00	
00042340	PAYPAL COLOWYOMUS	\$145.00	
00042718	SQ COWBOY GRAPHICS GO	\$41.76	
00042627	CONTENT DISTRIBUTOR	\$83.54	

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042325 ULINE SHIP SUPPLIES	\$84.24	
00042349 PAYPAL COLOWYOMUS	\$97.00	
00042379 PAYPAL COLOWYOMUS	\$145.00	
	\$741.54	Subtotal for Dept. Fort Caspar
00042555 OU PRESS	\$215.62	
	\$215.62	Subtotal for Dept. Ft Caspr Inventory
00042426 VZWRLSS MY VZ VB P	\$80.02	
00042493 ADVANCED THERMAL SOLUT	\$180.50	
	\$260.52	Subtotal for Dept. Golf Course
00042753 MOUNTAIN SPORTS	\$43.00	
00041509 BUR SURPLUS CENTER	\$104.63	
00042745 WEAR PARTS INC	\$284.77	
00042784 BLAKEMAN PROPANE INC	\$1,225.32	
00042843 SMITHS FOOD #4185	\$25.76	
00042300 NORCO INC	\$181.83	
00042501 AUTOZONE #1293	\$20.47	
00042657 AIRGAS CENTRAL	\$71.45	
	\$1,957.23	Subtotal for Dept. Hogadon
00042111 TRAININGCENTER/HRCERTI	\$239.00	
00042504 ATLAS OFFICE PRODUCTS	\$76.44	
00041828 ATLAS OFFICE PRODUCTS	\$86.82	
	\$402.26	Subtotal for Dept. Human Resources
00042455 SAMSCLUB #6425	\$19.98	
00042582 DOLRTREE 3288 00032888	\$12.00	
00042456 ARC SERVICES/TRAINING	\$86.40	
00042373 FARMER BROS CO	\$90.58	
00042616 SQ PAPA JOHNS	\$301.66	
00042539 ALBERTSONS STO00000620	\$7.47	
00042479 RICOH USA, INC	\$12.91	
00042327 SAMSCLUB #6425	\$86.93	
00042359 IN PEDENS INC.	\$62.40	
	\$680.33	Subtotal for Dept. Ice Arena
00042368 SAMSCLUB #6425	\$65.88	
00041846 MCDONALD'S F12500	\$3.49	
00041902 PILOT 00007591	\$11.98	
00042287 MISAC	\$1,495.00	
	\$1,576.35	Subtotal for Dept. Information Services
00042549 R & R REST STOPS	\$135.00	
	\$135.00	Subtotal for Dept. Life Steps Campus
00042562 VZWRLSS APOCC VISB	\$379.82	
00042651 WESTSIDE ANIMAL HOSPIT	\$305.52	
00042452 PETCO 1456 63514566	\$12.59	
00042557 SPORTSMANS WAREHOUSE 1	\$220.46	
00042817 WESTSIDE ANIMAL HOSPIT	\$146.84	
00042803 NORCO INC	\$161.43	
00042697 COCA COLA BOTTLING CO	\$59.10	
00042824 COMMUNICATION TECHNOLO	\$1,592.40	

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

	\$2,878.16	Subtotal for Dept.	Metro Animal
00042164 TOP OFFICE PRODUCTS IN	\$40.20		
00042715 IN POWDER RIVER SHRED	\$21.00		
00042634 MOUNTAIN STATES LITHOG	\$91.80		
00041219 IN POWDER RIVER SHRED	\$21.00		
	\$174.00	Subtotal for Dept.	Municipal Court
00042642 JOHNSON CONTROLS SS	\$2,500.00		
	\$2,500.00	Subtotal for Dept.	One Cent #15
00042155 CPS DISTRIBUTORS INC C - Credi	(\$226.80)		
00041775 VAN DIEST SUPPLY COMPA	\$536.90		
00042036 MENARDS CASPER WY - Credit	(\$14.80)		
00042333 SUBWAY 03147360	\$52.75		
00041683 71 CONSTRUCTION INC #1	\$556.28		
00041834 71 CONSTRUCTION	\$9.88		
00042199 BLOEDORN LUMBER CASPER	\$32.97		
00041892 71 CONSTRUCTION INC #1	\$3,200.00		
00042058 MENARDS CASPER WY - Credit	(\$0.57)		
00042011 MENARDS CASPER WY	\$73.58		
00041892 71 CONSTRUCTION INC	\$9.92		
00042078 MENARDS CASPER WY	\$15.04		
00042173 CPS DISTRIBUTORS INC C	\$215.46		
00041908 71 CONSTRUCTION INC #1	\$129.92		
00041834 71 CONSTRUCTION INC #1	\$243.80		
00041957 JOHNNY APPLESEED, INC.	\$10,217.54		
	\$15,051.87	Subtotal for Dept.	Parks
00042531 FACEBK 5XSVA9JJH2	\$137.79		
00042016 TOWNSQ MEDIA CASPER	\$1,209.00		
00042593 FACEBK 6XSVA9JJH2	\$1.48		
	\$1,348.27	Subtotal for Dept.	Perpetual Care
00042571 AMBI MAIL AND MARKETIN	\$186.00		
00042552 ATLAS REPRODUCTION	\$9.00		
00042689 CASPER STAR TRIBUNE	\$740.00		
00042750 CASPER STAR TRIBUNE	\$130.45		
00042783 CASPER STAR TRIBUNE	\$33.25		
00042661 RICOH USA, INC	\$222.47		
	\$1,321.17	Subtotal for Dept.	Planning
00042055 HARD ROCK DENVER R	\$45.77		
00040663 NMI NATIONWIDE/ALLIED	\$50.00		
00041993 NOLAND FEED INC.	\$37.60		
00040733 LOAF N JUG #0119 Q81	\$12.45		
00040371 KUM & GO #665	\$17.55		
00041420 LOVELAND CNTRY STR	\$23.87		
00039961 HARDEE'S #3902 QQ87	\$6.47		
00042588 IN OLDE MASTER ORIGIN	\$147.00		
00042550 IN ROTARY CLUB OF CAS	\$217.00		
00042445 WARDROBE CLEANERS	\$5.50		
00042060 HARD ROCK DENVER R	\$64.69		

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00041194	ROCK BOTTOM CENTERRA	\$47.59		
00042012	HARD ROCK DENVER R	\$46.68		
00041359	PF CHANGS #9981	\$68.13		
00041169	SMASHBURGER #1132	\$25.61		
00040245	BROWNELLS INC	\$31.53		
00042481	ROCKY MOUNTAIN DISCOUN	\$125.29		
00041214	BIAGGIS LL	\$44.43		
00041969	SAMSCLUB #6425	\$73.27		
00041266	DELTA 00623371982671	\$778.80		
00041922	FBI NATIONAL ACADEMY A	\$80.00		
00042369	OFFICEMAX/OFFICEDEPOT6	\$247.93		
00042353	ATLAS OFFICE PRODUCTS	\$117.88		
00042393	IN JERRY POST, PSY.D.	\$2,700.00		
00042403	ATLAS OFFICE PRODUCTS	\$51.57		
00042421	WESTERN WYOMING LOCK &	\$52.05		
00042444	QUALITY OFFICE SOLUTIO	\$201.99		
00041537	PP Lori Emmert	\$185.00		
00042478	SAMSCLUB #6425 - Credit	(\$3.72)		
00041104	SQ RALLY POINT TRA	\$750.00		
00042151	PROGRESSIVE BUSIN	\$159.00		
00042351	ATLAS OFFICE PRODUCTS	\$188.35		
00042240	IN POWDER RIVER SHRED	\$105.00		
00040665	EXXONMOBIL 47736855	\$26.00		
00042200	LAUNDRY CARTS	\$280.13		
00042190	EXXONMOBIL 47736855	\$14.60		
		\$7,025.01	Subtotal for Dept.	Police
00042428	CARID.COM - Credit	(\$5.88)		
00042646	GREINER MOTOR COMPANY	\$163.38		
00042087	CARID.COM	\$777.76		
00042655	GREINER MOTOR COMPANY	\$54.46		
		\$989.72	Subtotal for Dept.	Police Equipment
00042360	NAT ORG VICTIM ASSISTA	\$395.00		
00042235	4IMPRINT	\$7,268.58		
00042385	NAT ORG VICTIM ASSISTA	\$395.00		
00042396	PC NAME TAG	\$113.80		
00042276	JERSEY MIKE'S SUBS 400	\$97.94		
		\$8,270.32	Subtotal for Dept.	Police Grants
00041954	URGENT CARE OF CASPER	\$2,395.00		
00041960	SQ ATLANTIC ELECTRIC,	\$2,475.00		
00042214	URGENT CARE OF CASPER	\$876.00		
		\$5,746.00	Subtotal for Dept.	Property & Liability Insurance
00042185	AMERICAN LOCKER SECURI	\$323.25		
00042479	RICOH USA, INC	\$12.91		
00042479	RICOH USA, INC	\$12.91		
00042290	REVDANCE/TENTH HOUSE	\$1,229.68		
00042359	IN PEDENS INC.	\$62.40		
00042028	DOLRTREE 3288 00032888	\$29.00		
00042028	DOLRTREE 3288 00032888	\$4.00		

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042525 DOLRTREE 3288 00032888	\$35.00	
00042519 BAILEYS ACE HARDWARE	\$13.56	
00042438 AMAZON MKTPLACE PMTS	\$101.40	
00042416 AMAZON MKTPLACE PMTS	\$8.76	
00042023 BAILEYS ACE HARDWARE	\$14.24	
00042572 WAL-MART #1617	\$17.35	
00042480 AMAZON MKTPLACE PMTS	\$8.40	
00042317 SAMSCLUB #6425	\$208.63	
00042317 SAMSCLUB #6425	\$36.70	
00042328 NORCO INC	\$29.23	
00042463 AMAZON MKTPLACE PMTS	\$299.25	
00042463 AMAZON MKTPLACE PMTS	\$118.40	
00042359 IN PEDENS INC.	\$31.20	
00042632 SPORTSMITH	\$55.49	
00042359 IN PEDENS INC.	\$93.60	
00042215 THE HOME DEPOT 6001	\$60.61	
00042516 BAILEYS ACE HARDWARE - Credit	(\$14.24)	
	\$2,791.73	Subtotal for Dept. Recreation
00042505 DRIVERCHECK-SERVICECHE	\$420.00	
00042318 DELTA 00677372186746	\$349.70	
00042314 EXPEDIA 1131185202500	\$247.80	
00042668 CPS DISTRIBUTORS INC C	\$90.88	
00042690 WYOMING STEEL AND RECY	\$6,457.50	
00042705 ALSCO INC.	\$198.75	
00041788 SOLID WASTE ASSOCIA	\$257.00	
00042162 BAILEYS ACE HARDWARE	\$133.26	
00042451 SUTHERLANDS 2219	\$196.12	
00042752 MENARDS CASPER WY	\$50.32	
00042762 FAMOUS DAVE'S BAR-B-QU	\$61.07	
00042511 BAILEYS ACE HARDWARE	\$22.99	
00042352 BEARING BELTCHAIN00244	\$770.20	
00042331 SERVICE FEE 1667260813	\$75.00	
00042072 SAMS CLUB #6425	\$364.29	
00042007 BAILEYS ACE HARDWARE	\$44.94	
00042457 SKILLPATH NATIONAL	\$179.00	
	\$9,918.82	Subtotal for Dept. Refuse Collection
00042762 FAMOUS DAVE'S BAR-B-QU	\$61.07	
00042339 SAMS CLUB #6425	\$51.56	
00042253 ALBERTSONS STO00000620	\$9.64	
00042618 CASPER STAR TRIBUNE	\$165.25	
	\$287.52	Subtotal for Dept. Sewer
00042363 VZWRLSS IVR VB	\$120.03	
	\$120.03	Subtotal for Dept. Special Assistance
00042344 AGP PROPANE SERVICES	\$35.77	
00042183 BAILEYS ACE HARDWARE	\$27.97	
00041850 SWARCO REFLEX LLC	\$568.00	
00041848 BAILEYS ACE HARDWARE	\$9.98	
00041836 BAILEYS ACE HARDWARE	\$21.94	

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042281	HOSE & RUBBER SUPPLY	\$442.20	
00042239	PAPA JOHN'S #01393	\$39.96	
00042184	HOWARD SUPPLY COMPANY	\$31.96	
00042633	ALSCO INC.	\$942.50	
00042181	WYOMING STEEL AND RECY	\$13.61	
00041945	CASPER WINLECTRIC CO	\$46.46	
00042146	HOWARD SUPPLY COMPANY - Credit	(\$31.69)	
00042142	BAILEYS ACE HARDWARE	\$23.97	
00042168	CASPER CONTRACTORS SUP	\$1,504.46	
00041399	NEXSTEP INC	\$1,128.00	
00041598	HOWARD SUPPLY COMPANY	\$31.69	
00041996	SQ ATLANTIC ELECTRIC,	\$2,400.00	
00042467	WYOMING STEEL AND RECY - Credi	(\$13.68)	
00042156	AGP PROPANE SERVICES	\$184.10	
00041706	BLOEDORN LUMBER CASPER	\$128.96	
00041410	WYOMING STEEL AND RECY	\$13.68	
00042275	WW GRAINGER	\$11.22	
00041711	CASPER CONTRACTORS SUP	\$291.94	
00041757	HAMPTON INNS - Credit	(\$205.40)	
00042066	71 CONSTRUCTION INC #1	\$527.52	
	\$8,175.12	Subtotal for Dept.	Streets
00042255	WYOMING STEEL AND RECY	\$114.00	
00042343	DALE L PRENTICE CO.	\$2,592.12	
00042329	USPS 57155809430310940	\$8.55	
00042322	TW ENTERPRISES INC	\$74.11	
00042284	DALE L PRENTICE CO.	\$4,776.92	
00042283	WATERWORKS INDUSTRIES	\$230.00	
00042262	TFS FISHER SCI HUS	\$131.56	
00042472	WATERWORKS INDUSTRIES	\$84.39	
00042250	WEAR PARTS INC	\$10.96	
00042166	HACH COMPANY	\$348.89	
00042398	USPS 57155809430310940	\$8.33	
00042280	HAJOCA KEENAN SUPP 25	\$241.97	
00042417	HACH COMPANY	\$209.19	
00042450	TW ENTERPRISES	\$490.25	
00042243	CENTRAL TRUCK AND DIES	\$5.91	
00042233	ENERGY LABORATORIES	\$309.45	
00042618	CASPER STAR TRIBUNE	\$165.50	
00042232	USPS 57155804730311021	\$14.90	
00042230	ENERGY LABORATORIES	\$562.00	
00042227	ENERGY LABORATORIES	\$54.00	
00042212	NORTHROP BOILER WORKS	\$3,138.20	
00042204	ENERGY LABORATORIES	\$562.00	
00042191	BEARING BELTCHAIN00244	\$23.68	
00042174	ATLAS OFFICE PRODUCTS	\$86.78	
00042108	WW GRAINGER	\$95.56	
00041952	ENVIRONMENTAL EXPRESS	\$150.63	
00042440	CRUM ELECTRIC SUPPLY C	\$22.72	

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

	\$14,512.57	Subtotal for Dept.	Waste Water
00042288 ATLAS OFFICE PRODUCTS	\$10.60		
00042372 ENERGY LABORATORIES, I	\$75.00		
00042158 MENARDS CASPER WY	\$8.15		
00042231 NORCO INC	\$110.37		
00042241 SUTHERLANDS 2219	\$21.50		
00042323 MENARDS CASPER WY	\$4.46		
00042228 FASTENAL COMPANY01	\$19.37		
00042321 SUTHERLANDS 2219	\$16.10		
00042296 ACTION GLASS INC	\$53.69		
00042225 SIX ROBBLEES NO 19	\$20.00		
00042289 SUTHERLANDS 2219	\$26.53		
00042268 FASTENAL COMPANY01 - Credit	(\$19.37)		
00042286 SUTHERLANDS 2219	\$17.45		
00041948 WATERWORKS INDUSTRIES	\$95.06		
00042282 MENARDS CASPER WY	\$8.55		
00042313 71 CONSTRUCTION INC #1	\$4,732.30		
00042269 SUTHERLANDS 2219	\$23.95		
00042285 71 CONSTRUCTION INC #1	\$2,241.56		
00042598 ATLAS OFFICE PRODUCTS	\$7.90		
00042203 MENARDS CASPER WY	\$74.81		
00042762 FAMOUS DAVE'S BAR-B-QU	\$61.08		
00042292 CASPER STAR TRIBUNE	\$409.64		
00042205 BEARING BELTCHAIN00244	\$7.99		
00042256 SUTHERLANDS 2219	\$23.28		
00042563 ENERGY LABORATORIES, I	\$75.00		
00042560 SUTHERLANDS 2219	\$8.45		
00042257 CPS DISTRIBUTORS INC C	\$20.84		
00042542 THE HOME DEPOT 6001	\$13.97		
00042260 ENERGY LABORATORIES, I	\$340.00		
00042513 ENERGY LABORATORIES, I	\$50.00		
00042264 MICHAELSFENCE&SUPPLYIN	\$32.00		
00042217 INBERG MILLER ENGINEER	\$420.00		
00042477 ADVANCED HYDRAULIC AND	\$43.20		
	\$9,053.43	Subtotal for Dept.	Water
00042435 WW GRAINGER	\$306.00		
00042277 ENERGY LABORATORIES	\$225.00		
00042274 ENERGY LABORATORIES	\$225.00		
00042213 LONG BLDG. TECHNOLOGIE	\$126.32		
00042411 FERGUSON ENT #3069	\$3.06		
00042458 BIG O TIRE	\$21.19		
00042415 UPS 0000008F045W136	\$10.50		
00042453 ALBERTSONS STO00000604	\$23.52		
00042447 FLEMING SUPPLY	\$11.56		
00042464 ENDRESS+HAUSER INC	\$1,317.41		
00042384 HOSE & RUBBER SUPPLY	\$42.97		
00042226 EUROFINS EATON ANALYTI	\$100.00		
00042394 FERGUSON ENT #3069	\$123.24		

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

P-CARD VENDORS

00042361 CASPER WINNELSON CO	\$19.03	
	\$2,554.80	Subtotal for Dept. Water Treatment Plant
00042096 INTL SOC ARBORICULTURE	\$175.00	
00041770 CPS DISTRIBUTORS INC C	\$16.35	
00042357 BAILEYS ACE HARDWARE	\$27.57	
00042006 BEARING BELTCHAIN00244	\$127.98	
00041839 TRACTOR SUPPLY CO #199	\$8.91	
00042201 MENARDS CASPER WY	\$19.98	
00041267 VAN DIEST SUPPLY COMPA	\$553.56	
00041365 VZWRLSS IVR VB	\$158.71	
00041570 BAILEYS ACE HARDWARE	\$20.18	
00041845 HOSE & RUBBER SUPPLY	\$141.53	
00042139 BAILEYS ACE HARDWARE	\$3.30	
00041985 TRACTOR SUPPLY CO #199	\$4.58	
00042003 TRACTOR SUPPLY CO #199	\$20.42	
	\$1,278.07	Subtotal for Dept. Weed And Pest
	\$242,251.13	Subtotal for Vendor

PEPSI COLA OF CASPER

109740 PRODUCT	\$210.00	
	\$210.00	Subtotal for Dept. Ice Arena
	\$210.00	Subtotal for Vendor

POVERTY RESISTANCE FOOD PANTRY

JB20163001 FUNDING	\$502.00	
17669 FUNDING	\$1,420.00	
	\$1,922.00	Subtotal for Dept. One Cent #15
	\$1,922.00	Subtotal for Vendor

PRICE, CASSANDRA/PAUL

0026302445 UTILITY REFUND	\$12.41	
	\$12.41	Subtotal for Dept. Water
	\$12.41	Subtotal for Vendor

PRINTWORKS

10947 BUSINESS CARDS	\$53.18	
	\$53.18	Subtotal for Dept. Code Enforcement
10890 ENVELOPES	\$119.80	
	\$119.80	Subtotal for Dept. Finance
	\$172.98	Subtotal for Vendor

RESOURCE STAFFING

5664 TEMPORARY SERVICES	\$168.35	
5637 TEMPORARY SERVICES	\$2,140.23	
5637 TEMPORARY SERVICES	\$94.25	
5614 TEMPORARY SERVICES	\$264.63	
5613 TEMPORARY SERVICES	\$108.75	

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

RESOURCE STAFFING

\$2,776.21 Subtotal for Dept. Casper Events Center
\$2,776.21 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0026490 COURT APPOINTED ATTORNEY
RIN0026491 COURT APPOINTED ATTORNEY

\$825.00
\$250.00
\$1,075.00 Subtotal for Dept. Municipal Court
\$1,075.00 Subtotal for Vendor

RICHARD YOUNG

RIN0026480 MILEAGE

\$91.37
\$91.37 Subtotal for Dept. Fort Caspar
\$91.37 Subtotal for Vendor

RIVER WORKS INC.

5 MORAD PARK NORTH PLATTE RIVER

\$63,900.00
\$63,900.00 Subtotal for Dept. Streets
\$63,900.00 Subtotal for Vendor

ROD BARSTAD'S PAINT & AUTO BODY

5260 REPAIRS

\$2,574.95
\$2,574.95 Subtotal for Dept. Fleet Maintenance
\$2,574.95 Subtotal for Vendor

RONNIE OMSBERG

RIN0026501 UTILITY REFUND

\$20.33
\$20.33 Subtotal for Dept. Water
\$20.33 Subtotal for Vendor

SKYLINE RANCHES

RIN0026503 SEWER REVENUE
RIN0026503 SEWER REVENUE

\$753.14
(\$75.31)
\$677.83 Subtotal for Dept. Sewer

RIN0026503 SEWER REVENUE

(\$268.26)
(\$268.26) Subtotal for Dept. Waste Water
\$409.57 Subtotal for Vendor

STACEY BAUGHAN

RIN0026375 CAMP REFUND

\$111.00
\$111.00 Subtotal for Dept. Aquatics

RIN0026375 CAMP REFUND

\$10.00
\$10.00 Subtotal for Dept. Ice Arena

RIN0026375 CAMP REFUND

\$77.00
\$77.00 Subtotal for Dept. Recreation
\$198.00 Subtotal for Vendor

STAR LINE FEEDS

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

STAR LINE FEEDS

238309 PET FOOD

\$337.50
\$337.50 Subtotal for Dept. Metro Animal
\$337.50 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

MARCH 2016 MARCH 2016 SALES TAX

\$8.40

\$8.40 Subtotal for Dept. Aquatics

MARCH 2016 MARCH 2016 SALES TAX

\$6.21

\$6.21 Subtotal for Dept. Balefill

MARCH 2016 MARCH 2016 SALES TAX

\$3,458.14

MARCH 2016 MARCH 2016 SALES TAX

\$942.58

MARCH 2016 MARCH 2016 SALES TAX

\$5,916.34

MARCH 2016 MARCH 2016 SALES TAX

\$4,318.55

MARCH 2016 MARCH 2016 SALES TAX

\$3,881.29

\$18,516.90 Subtotal for Dept. Casper Events Center

MARCH 2016 MARCH 2016 SALES TAX

\$53.32

\$53.32 Subtotal for Dept. Fort Caspar

MARCH 2016 MARCH 2016 SALES TAX

(\$607.62)

(\$607.62) Subtotal for Dept. General Misc Revenue.

MARCH 2016 MARCH 2016 SALES TAX

\$361.82

\$361.82 Subtotal for Dept. Ice Arena

\$18,339.03 Subtotal for Vendor

STETZ, KAYLA

0026255998 UTILITY REFUND

\$58.07

\$58.07 Subtotal for Dept. Water

\$58.07 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

604050272 PRODUCT

\$402.92

\$402.92 Subtotal for Dept. Casper Events Center

\$402.92 Subtotal for Vendor

TABOR, KARL

0026302443 UTILITY REFUND

\$13.74

0026302443 UTILITY REFUND

\$75.00

\$88.74 Subtotal for Dept. Water

\$88.74 Subtotal for Vendor

TAMARA SOAL

RIN0026498 UTILITY REFUND

\$40.52

\$40.52 Subtotal for Dept. Water

\$40.52 Subtotal for Vendor

TRACY MORRIS

RIN0026500 UTILITY REFUND

\$10.00

\$10.00 Subtotal for Dept. Water

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

TRACY MORRIS

\$10.00 Subtotal for Vendor

TRAVIS ANDERSON

RIN0026506 UTILITY REFUND

\$60.59

\$60.59 Subtotal for Dept. Water

\$60.59 Subtotal for Vendor

VISION OPTICAL

RIN0026505 UTILITY REFUND

\$69.45

\$69.45 Subtotal for Dept. Water

\$69.45 Subtotal for Vendor

VISION SVC. PLAN

RIN0026484 BENEFITS PAYABLE

\$1,472.58

RIN0026485 COBRA CONTRIBUTIONS

\$36.98

\$1,509.56 Subtotal for Dept. Health Insurance

\$1,509.56 Subtotal for Vendor

VISITS LLC

3171 CAR WASH

\$5.00

\$5.00 Subtotal for Dept. Code Enforcement

3167 CAR WASH TOKENS

\$193.27

\$193.27 Subtotal for Dept. Police

\$198.27 Subtotal for Vendor

WAITE, MICHAEL

0026302449 UTILITY REFUND

\$7.07

\$7.07 Subtotal for Dept. Water

\$7.07 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0026479 BOOSTER IRRIGATION

\$14.00

\$14.00 Subtotal for Dept. Water Treatment Plant

\$14.00 Subtotal for Vendor

WARING, JENNIFER

0026256000 UTILITY REFUND

\$51.57

\$51.57 Subtotal for Dept. Water

\$51.57 Subtotal for Vendor

WATER TECHNOLOGY GROUP

5360332 LIFT PANEL PARTS

\$535.62

5361139 LIFT PANEL PARTS

\$540.85

\$1,076.47 Subtotal for Dept. Sewer

\$1,076.47 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0026502 SEWER REVENUE

\$3,471.00

Bills and Claims

City of Casper

06-Apr-16 to 19-Apr-16

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0026502 SEWER REVENUE	(\$347.10)		
	\$3,123.90	Subtotal for Dept.	Sewer
RIN0026502 SEWER REVENUE	(\$917.09)		
	(\$917.09)	Subtotal for Dept.	Waste Water
	\$2,206.81	Subtotal for Vendor	

WOLF GANG OF WY

1033 TV PRODUCTION	\$3,833.33		
	\$3,833.33	Subtotal for Dept.	Council
	\$3,833.33	Subtotal for Vendor	

WRIGHT BROTHERS, THE BUILDING COMPANY

16 RETAINAGE	\$70,421.43		
	\$70,421.43	Subtotal for Dept.	Capital Projects
	\$70,421.43	Subtotal for Vendor	

WY. DEPT. OF TRANSPORTATION

0000081430 YELLOWSTONE - DAVID - SPRUCE	\$758.97		
	\$758.97	Subtotal for Dept.	Capital Projects
0000081583 CY AVE & POPLAR ST LANDSCAPING	\$710.17		
	\$710.17	Subtotal for Dept.	Parks
0000081408 BRYAN STOCK TRAIL	\$24,942.07		
	\$24,942.07	Subtotal for Dept.	Streets
RIN0026436 TRAILER IDENTIFICATION NUMBER	\$20.00		
	\$20.00	Subtotal for Dept.	Water
	\$26,431.21	Subtotal for Vendor	

Grand Total **\$2,676,432.42**

Approved By:

On:

April 11, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Assistant City Manager/Community Development Director
Joy Clark, Community Development Technician

SUBJECT: Proposed Uses of Program Year 2016/2017 Community Development Block Grant Funds

Recommendation:

That Council, by minute action, establish May 3, 2016 as the public hearing date to solicit community input toward the City of Casper's use of Program Year 2016/2017 Community Development Block Grant (CDBG) funds.

Summary:

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit community opinion in its submission of an Annual Action Plan outlining its proposed use of CDBG funds. The CDBG allocation for FY2016/2017 is **\$287,280**.

A summary of the proposed projects follows:

- Transportation Programs: **\$35,000** for ridership tokens to low income individuals for The Bus and CATC.
- Housing Rehabilitation Assistance Program: **\$44,931** for assistance to low-moderate income (LMI) homeowners with rehabilitation and emergency repairs.
- LifeSteps Campus Care: **\$82,000** for necessary repairs and capital improvements.
- General Administration Costs: **\$57,312** to provide for salary and benefits for one full-time employee.
- Sidewalk replacements: **\$40,000** to address the needs in Casper for replacement of severely damaged or deteriorated sidewalks in low-income census tracts.
- City Core Revitalization Activities: **\$30,000** for matching façade grants.

This summary has been published in the Casper Star-Tribune, copies have been made available at the City of Casper Community Development Office, Natrona County Public Library, Casper Housing Authority, Community Action Partnership, and Building K at LifeSteps Campus, in the City's public transportation buses, electronically at www.cityofcasperwy.com (Community Development), and presented at a public meetings at King's Corner, 112 S. Beech and Building K at LifeSteps Campus. Comments, if any, will be collected in writing and in person from the partner agencies and public meeting, and printed from email. A fifteen (15) day public comment period commenced on April 14, 2016 and will conclude at 5 PM, April 28, 2016.

The authorizing statute of the CDBG program requires that each activity funded, except for program administration and planning activities, must meet one of three national objectives.

The three national objectives are:

- Benefit to low and moderate income (LMI) persons;
- Aid in the prevention or elimination of slums or blight; and
- Meet a need having a particular urgency (referred to as urgent need).

To ensure the public hearing is meaningful to the citizens, law requires that it be held in the presence of the Mayor and City Council members. The public hearing will be held on May 3, 2016, where a draft of the Program Year 2016/17 Annual Action Plan will be presented, and comments solicited. Any comments received at the public hearing will be used to prepare the final Plan which will be submitted to HUD by the May 15th, 2016 deadline.

April 12, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Determination as to whether the annexation of La Hacienda Addition complies with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes.

Recommendation:

That Council, by resolution, find that the annexation of La Hacienda Addition complies with W.S. §15-1-402.

Summary:

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

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

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

5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming Law.
7. Legal notice specifying the date, time, and place for an April 19, 2016 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune March 15, 2016 and March 22, 2016; and notice was given as provided by Wyoming State Statute §15-1-405.

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

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

La Hacienda Addition



La Hacienda Addition



Surrounding Land Uses:
 Highway Commercial
 Auto Dealerships
 Neighborhood Commercial

Legend

- 300' Notification Zone
- Subject Property
- Buildings
- General Business(C2)
- Central Business(C3)
- Highway Business(C4)
- Office Business(OB)
- Hospital Medical(HM)
- Limited Industrial(M1)

CERTIFICATION OF PETITION FOR ANNEXATION

I, Tracey L. Belser, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the La Hacienda Addition substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

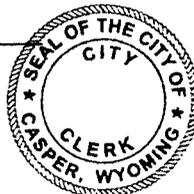
1. The petition is signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property;
2. The petition contains the following detailed information:
 - a. A legal description of the area sought to be annexed;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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation


Tracey L. Belser
City Clerk




Date

La Hacienda Addition

2016 ANNEXATION REPORT

February, 2016

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is a summary and analysis of the cost of providing basic City services to La Hacienda Addition, a 0.471-acre, more or less, parcel, located at 844 East 1st Street, Casper, Wyoming. Said property is currently being proposed for annexation to the City of Casper.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

An application has been received to annex and plat 0.471 acres, more or less, located at the intersection of East 1st Street and South Jefferson Street, to create La Hacienda Addition subdivision. The applicant has applied for C-2 (General Business) zoning for the subdivision. The subject property is surrounded by properties predominately zoned C-2 (General Business), but also OB (Office Business) to the east, and Highway Business (C4) to the west. Land uses in the immediate area include highway commercial properties, auto dealerships, and neighborhood service oriented properties. Access to the subdivision will be via East 1st Street and East Collins Drive. The proposed plat is creating one (1) lot. The future plans for the property are the development of a restaurant.

DEVELOPMENT COSTS

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

STATUTORY REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

POLICE DEPARTMENT:

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

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. For the purpose of this report, it is assumed that the property will be utilized as a single restaurant; therefore, the estimated cost for providing Police Department service to this area is \$610 per year (\$610 x 1 new property/users). Police service will be available immediately upon the completion of the annexation of the area.

FIRE DEPARTMENT:

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

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this

annexation. For the purpose of this report, it is assumed that the property will be utilized as a single restaurant; therefore, the total estimated cost for providing Fire Department service to this area is \$422 per year ($\422×1 new property/users). Fire service will be available immediately upon the completion of the annexation of the area.

STREETS AND TRAFFIC DIVISION:

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

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation. The Streets/Traffic Division will not need to hire additional personnel or purchase additional equipment to service this property. For the purpose of this report, it is assumed that the property will be utilized as a single restaurant; therefore, the total estimated cost for providing Streets/Traffic Division service to this area is \$249 per year ($\249×1 new property/users). Streets/Traffic Division service will be available immediately upon the completion of the annexation of the area.

PUBLIC UTILITIES DIVISION (WATER AND SEWER):

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

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

SANITATION DIVISION:

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

PARKS DIVISION:

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

COMMUNITY DEVELOPMENT DEPARTMENT:

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

The Community Development Department will not need to make any changes that will involve any additional costs as a result of the annexation of the area. The staffing level and current equipment are adequate to absorb the workload. For the purpose of this report, it is assumed that the property will be utilized as a single restaurant; therefore, the total estimated cost to the City for providing Planning, Building/ Code Enforcement service to this area is \$87 per year (\$87 x 1 new property/users). Community Development Department service will be available immediately upon the completion of the annexation of the area.

ENGINEERING DIVISION:

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

Current Engineering Division staff levels and equipment are adequate to absorb the work generated by the Addition. There will be no significant cost increase to the Engineering Division as a result of the annexation of the area. For the purpose of this report, it is assumed that the property will be utilized as a single restaurant; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$57 per year (\$57 x 1 new property/users). Engineering Division service will be available immediately upon the completion of the annexation of the area.

SOURCES OF REVENUE

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

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

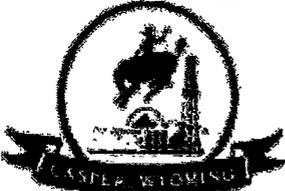
County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property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

CONCLUSION

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

APPENDIX

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



City of Casper Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: ARNOLD CARDENAS
ADDRESS: 2223 OMAHA TRAIL BAR NUNN, WY 82601
TELEPHONE: 307-277-0023 EMAIL: _____

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

PROPOSED NAME OF SUBDIVISION: LA HACIENDA ADDITION
ADDRESS: 844 EAST 1ST STREET
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): PART OF SW 1/4 SW 1/4 SECTION 3, T33N, R79W

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 20,536 SQ FT / 0.471 ACRES

NUMBER OF LOTS AND BLOCKS: 1

PRESENT ZONING: NONE PROPOSED ZONING: C2

PRESENT LAND USE: NONE

PROPOSED LAND USE: LA HACIENDA MEXICAN RESTAURANT

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse).

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

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

SIGNATURE OF PROPERTY OWNER: [Signature]

SIGNATURE OF PROPERTY OWNER: [Signature]

DATE: _____



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

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - \$600 APPLICATION FEE & PROOF OF OWNERSHIP
 - ANNEXATION MAP/PLAT
 - EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

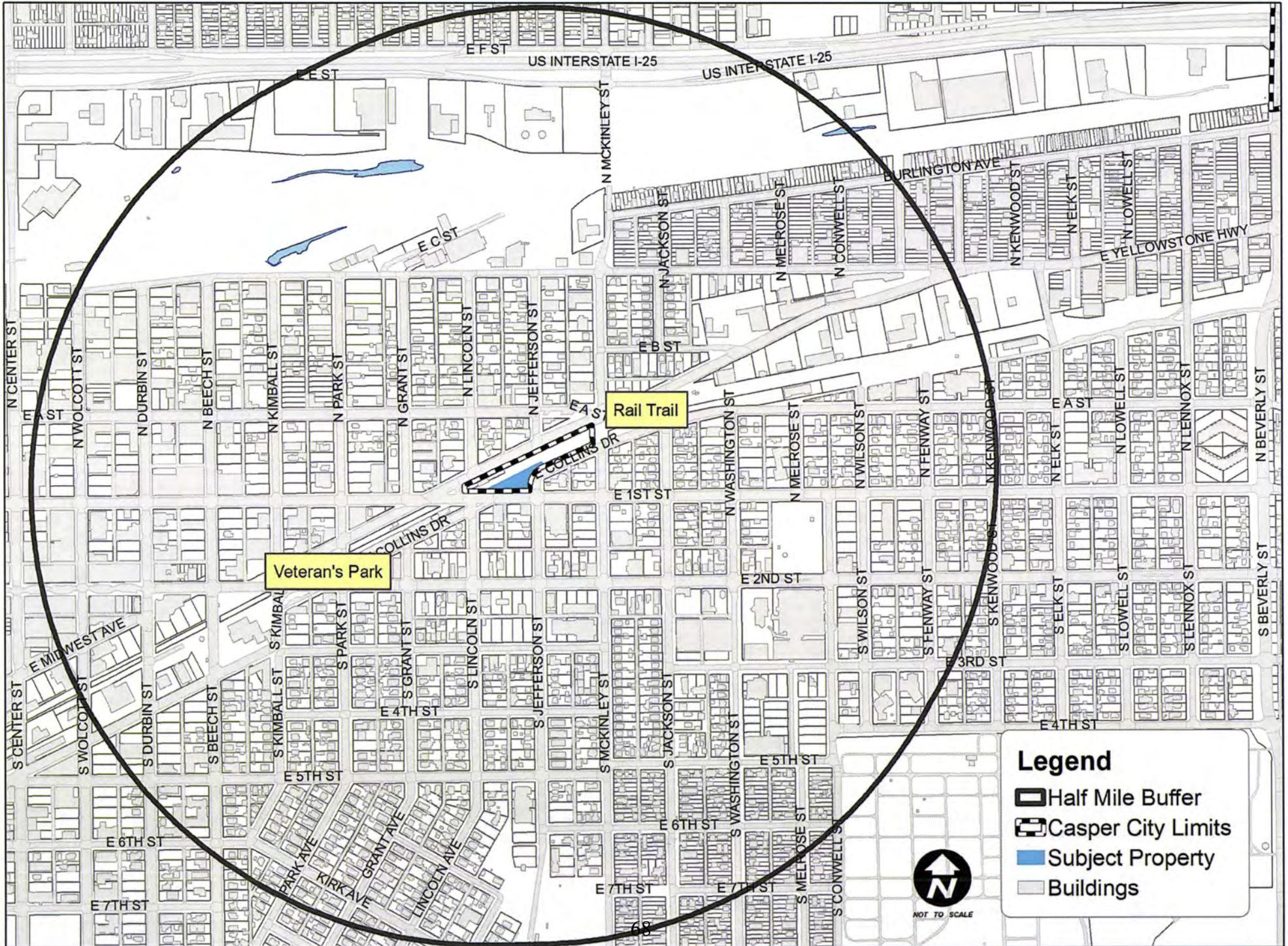
FOR OFFICE USE ONLY:

DATE SUBMITTED:

DEC 18 2015

REC'D BY: _____

La Hacienda Addition



ANNEXATION AND SUBDIVISION PLAT OF
 "La HACIENDA ADDITION"
 TO THE CITY OF CASPER, WYOMING
 A SUBDIVISION OF A PORTION OF THE
 SW1/4SW1/4, SECTION 3
 TOWNSHIP 33 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING

SCALE: 1"=30'

CERTIFICATE OF DEDICATION

Arnold Cardenas and Haydee Cuevas, hereby states that they are the owners and proprietors of the foregoing lands located in and being a portion of the SW1/4SW1/4, Section 3, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of the Parcel being described and a point in the intersection of the northerly right of way line of East First Street with the westerly right of way line of N. Jefferson Street; thence along the southerly line of said Parcel and the northerly right of way line of said East First Street, N.89°55'33"W, 266.99 feet to the westerly corner of said Parcel and a point 25 feet southeasterly and perpendicular to the centerline of the former C & NW Railroad; thence along the northerly line of said Parcel, 25 feet southeasterly, perpendicular and parallel to the centerline of said former C & NW Railroad, N.63°59'11"E., 375.34 feet to the northerly corner of said Parcel; thence along the northeasterly line of said Parcel, S.26°00'50"E., 25.00 feet to a point in and intersection with the northwesterly right of way line of Collins Drive; thence along the southeasterly line of said Parcel and the northwesterly right of way line of said Collins Drive, S.63°59'11"W, 14.11 feet to a point of non-tangent curve, thence continuing along the southeasterly line of said Parcel and the northwesterly right of way line of said Collins Drive on the arc of a non-tangent curve to the left having a radius of 122.32 feet, and through a central angle of 64°31'18", southwesterly, 137.75 feet, and the chord of which bears S.31°43'32"W, and distance of 130.58 feet to a point of non-tangency; thence along the easterly line of said Parcel and the westerly right of way line of said N. Jefferson Street, S.0°08'01"E., 25.24 feet to the Point of Beginning and containing 0.471 acres, more or less.

The annexation of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "La HACIENDA ADDITION" and all streets as shown hereon are hereby or were previously dedicated to the use of the public and easements as shown hereon are hereby reserved to public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits and ditches and drainage.

Arnold Cardenas
 2223 Omaha Trail
 Bar Nunn, Wyoming 82601

Haydee Cuevas
 2223 Omaha Trail
 Bar Nunn, Wyoming 82601

ARNOLD CARDENAS, OWNER

HAYDEE CUEVAS, OWNER

ACKNOWLEDGEMENTS

State of Wyoming)
 County of Natrona) ss

The foregoing instrument was acknowledged before me by Arnold Cardenas, owner this ____ day of _____, 2016.
 Witness my hand and official seal.

My commission expires: _____ Notary Public

State of Wyoming)
 County of Natrona) ss

The foregoing instrument was acknowledged before me by Haydee Cuevas, owner this ____ day of _____, 2016.
 Witness my hand and official seal.

My commission expires: _____ Notary Public

APPROVALS

APPROVED. Community Planning Commission of Casper, Wyoming this ____ day of _____, 2016 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary _____ Commission Chairman _____

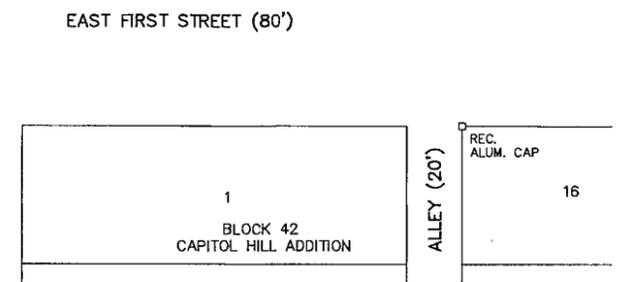
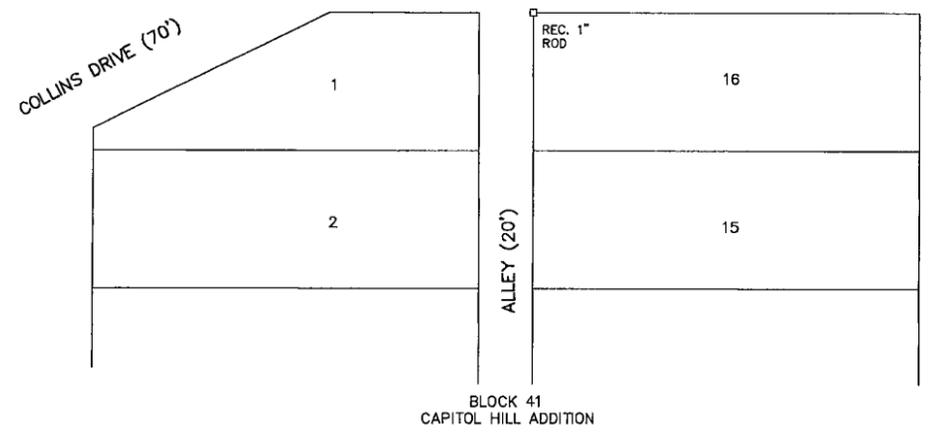
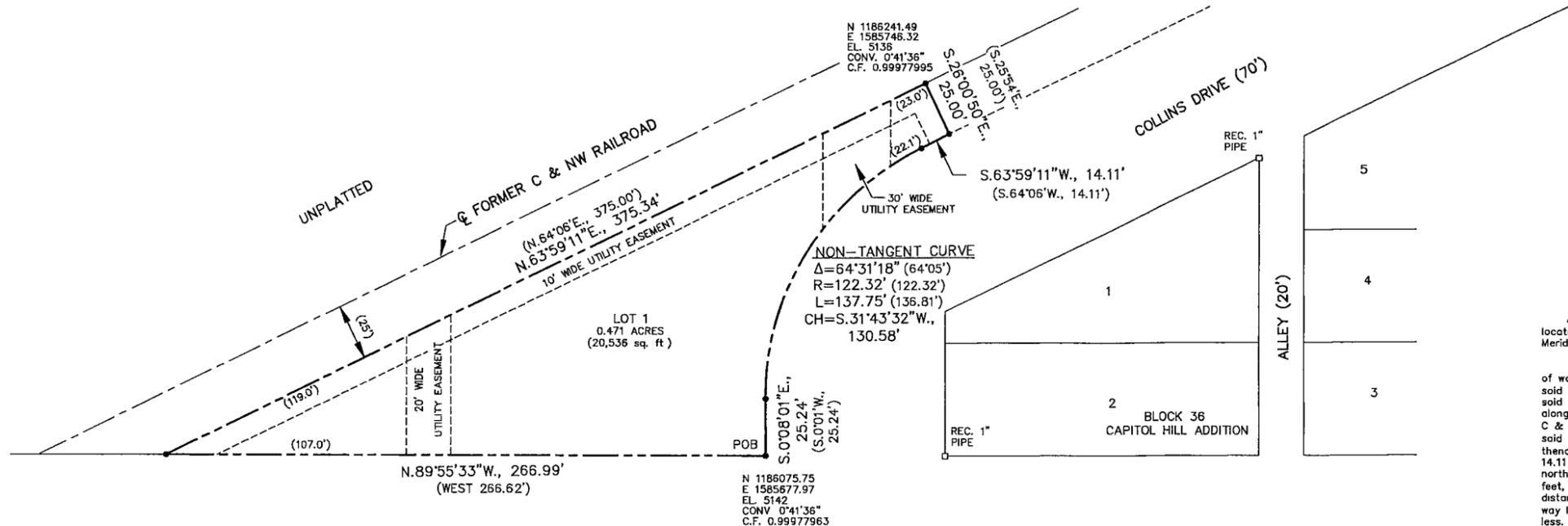
APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. _____ duly passed, adopted and approved on the ____ day of _____, 2016.

Attest: _____ City Clerk _____ Mayor _____

INSPECTED AND APPROVED on the ____ day of _____, 2016.

INSPECTED AND APPROVED on the ____ day of _____, 2016.

City Engineer _____
 City Surveyor _____



CERTIFICATE OF SURVEYOR

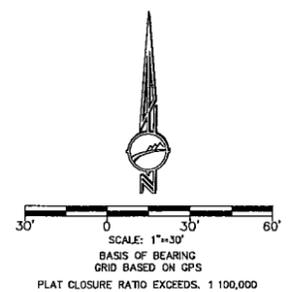
STATE OF WYOMING)
 COUNTY OF NATRONA) ss

I, Steven J. Granger of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the month of December, 2015 and that this map correctly represents said surveys. All corners are well and accurately monumented as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 15092 L.S.

Subscribed in my presence and sworn to before me by Steven J. Granger this ____ day of _____, 2016.

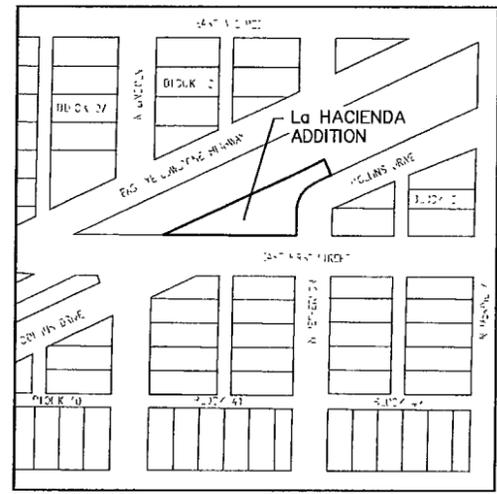
My commission expires: _____ Notary Public



LEGEND

RECOVERED CORNER (AS NOTED)
 SET BRASS CAP
 N.64°32'30"E., 469.86'
 (N.64°32'30"E., 469.86')
 SUBDIVISION BOUNDARY
 EASEMENT

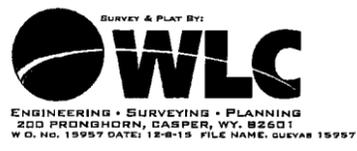
□
 •
 MEASURED RECORD



LOCATION & VICINITY MAP
 NOT TO SCALE

DATUM:
 GROUND DISTANCE - U.S. SURVEY FOOT

COORDINATES REFER TO CITY OF CASPER GIS DATUM, WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD83/88 AND ELEVATIONS REFER TO NAVD88. ELEVATIONS ARE NOT INTENDED FOR BENCH MARK REFERENCES



2015 TAX LEVIES FOR NATRONA COUNTY

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

2015 SPECIAL DISTRICTS:

TAX DISTRICT	MILL LEVY		
0121 CASPER MOUNTAIN FIRE	3.000	0144 POISON SPIDER	\$625.00
0156 DOWNTOWN DEV AUTHORITY	16.00	0146 SKYVIEW / COLMAN	\$200.00 PER LOT
0125 NORTH PLATTE WATER & SEWER	8.000	0149 BRANDT-GOTHBERG	VARIABLES
0122 PIONEER WATER & SEWER	8.000	0160 BLOODY TURNIP	\$180 / \$300
0128 WARDWELL WATER & SEWER	8.000	0182 BROOKHURST	\$120.00
TAXING ENTITIES MILL LEVY		0163 EAST HENRIE ROADWAY	\$264.00
STATE SCHOOL FOUNDATION	12.00	0164 BIG RIVER ESTATES	\$250.00 PER OWNER
SCHOOL DISTRICT #1	32.50	0167 NORTH MOUNTAIN VIEW	\$295.00 PER LOT
CASPER COLLEGE	7.390	0169 MILE HIGH	\$175.00 PER TAP
COUNTY WEED & PEST	1.000		
MUNICIPAL LEVIES	8.000		
COUNTY FIRE PROTECTION	3.000		
CASPER MOUNTAIN FIRE	3.000		
NATRONA COUNTY	12.00		
IMPROVEMENT & SERVICE DISTRICTS	REQUESTED DOLLARS		
0123 PURSEL LANDS	\$100.00 PER LOT		
0124 LAKEVIEW	\$530.00		
0126 WESTLAND PARK	\$200.00		
0127 RED BUTTE	\$225.00		
0130 BURD ROAD	VARIABLES		
0131 RENAUNA	VARIABLES		
0132 SKYLINE RANCHES	VARIABLES		
0136 VISTA WEST/WESTGATE PARK	\$986.00		
0137 WEBB CREEK	\$700.00		
0138 33 MILE ROAD	\$750.00 PER TAP		
0139 SANDY LAKE ESTATES	\$100.00		
0140 SUNLIGHT	\$100.00		
0141 INDIAN SPRINGS	VARIABLES		
0142 THE ASPENS	\$250.00		
0143 PARK EAST RANCHETTES	\$40.00		

UTILITIES

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

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

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

Charter Bob Casados
451 South Durbin Street
Casper, WY 82601

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

**LA HACIENDA ADDITION
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. Arnold Cardenas and Haydee Cuevas, 2223 Omaha Trail, Bar Nunn, Wyoming 82601 (“Owner”).

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex and plat a portion of the SW1/4SW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County Wyoming, to create La Hacienda Addition, comprising 0.471-acres, more or less, located at 844 East 1st Street.
- C. A plat of La Hacienda Addition (“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.

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:

Arnold Cardenas
Haydee Cuevas
2223 Omaha Trail
Bar Nunn, Wyoming 82601

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- i. 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:



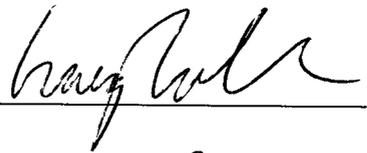
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS:

By: 

Printed Name: Craig Collins

Title: City Planner

OWNER

Arnold Cardenas



Printed Name: ARNOLD CARDENAS

Title: OWNER

WITNESS:

By: 

Printed Name: Craig Collins

Title: City Planner

OWNER

Haydee Cuevas



Printed Name: Haydee Cuevas

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)

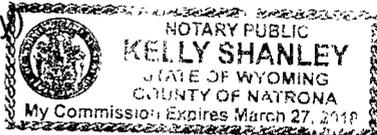
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 16th day of February, 2016 by Arnold Cardenas as the owner of the property known as La Hacienda Addition.

(Seal, if any)



Kelly Shanley
(Signature of notarial officer)

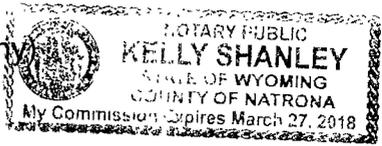
Title (and Rank)

[My Commission Expires: 3/27/18]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 16th day of February, 2016 by Haydee Cuevas as the owner of the property known as La Hacienda Addition.

(Seal, if any)



Kelly Shanley
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: 3/27/18]

ANNEXATION AND SUBDIVISION PLAT OF
 "La HACIENDA ADDITION"
 TO THE CITY OF CASPER, WYOMING
 A SUBDIVISION OF A PORTION OF THE
 SW1/4SW1/4, SECTION 3
 TOWNSHIP 33 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING

SCALE: 1"=30'

CERTIFICATE OF DEDICATION

Arnold Cardenas and Haydee Cuevas, hereby states that they are the owners and proprietors of the foregoing lands located in and being a portion of the SW1/4SW1/4, Section 3, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of the Parcel being described and a point in the intersection of the northerly right of way line of East First Street with the westerly right of way line of N. Jefferson Street; thence along the southerly line of said Parcel and the northerly right of way line of said East First Street, N.89°55'33"W., 266.99 feet to the westerly corner of said Parcel and a point 25 feet southeasterly and perpendicular to the centerline of the former C & NW Railroad; thence along the northwesterly line of said Parcel, 25 feet southeasterly, perpendicular and parallel to the centerline of said former C & NW Railroad, N.63°59'11"E., 375.34 feet to the northerly corner of said Parcel; thence along the northeasterly line of said Parcel, S.26°00'50"E., 25.00 feet to a point in and intersection with the northwesterly right of way line of Collins Drive; thence along the southeasterly line of said Parcel and the northwesterly right of way line of Collins Drive, S.63°59'11"W., 14.11 feet to a point of non-tangent curves; thence continuing along the southeasterly line of said Parcel and the northwesterly right of way line of said Collins Drive on the arc of a non-tangent curve to the left having a radius of 122.32 feet, and through a central angle of 64°31'18", southwestwardly, 137.75 feet, and the chord of which bears S.31°43'32"W., and distance of 130.58 feet to a point of non-tangency; thence along the easterly line of said Parcel and the westerly right of way line of said N. Jefferson Street, S.0°08'01"E., 25.24 feet to the Point of Beginning and containing 0.471 acres, more or less.

The annexation of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "La HACIENDA ADDITION" and all streets as shown hereon are hereby or were previously dedicated to the use of the public and easements as shown hereon are hereby reserved to public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits and ditches and drainage.

Arnold Cardenas
 2223 Omaha Trail
 Bar Nunn, Wyoming 82601

Haydee Cuevas
 2223 Omaha Trail
 Bar Nunn, Wyoming 82601

ARNOLD CARDENAS, OWNER

HAYDEE CUEVAS, OWNER

ACKNOWLEDGEMENTS

State of Wyoming)
 County of Natrona) ss

The foregoing instrument was acknowledged before me by Arnold Cardenas, owner this _____ day of _____, 2016.
 Witness my hand and official seal.

My commission expires: _____ Notary Public

State of Wyoming)
 County of Natrona) ss

The foregoing instrument was acknowledged before me by Haydee Cuevas, owner this _____ day of _____, 2016.
 Witness my hand and official seal.

My commission expires: _____ Notary Public

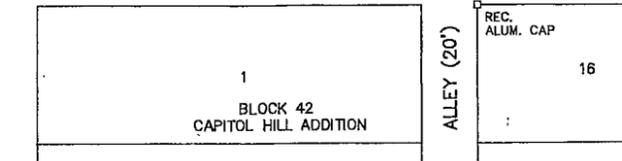
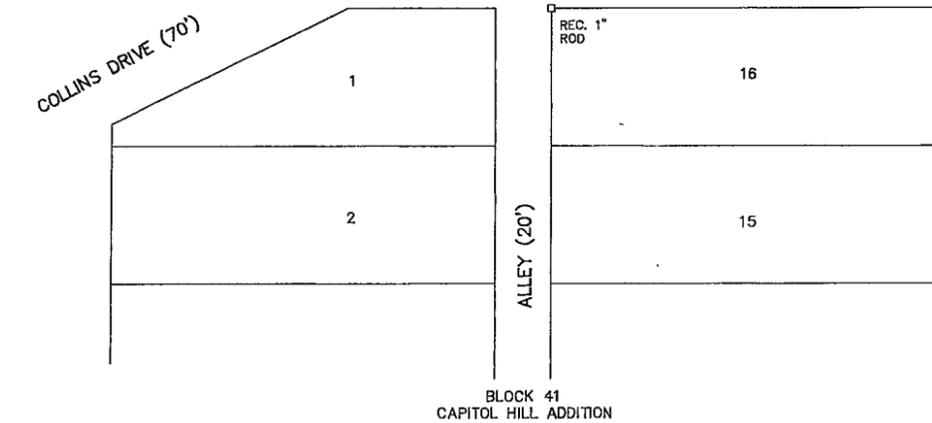
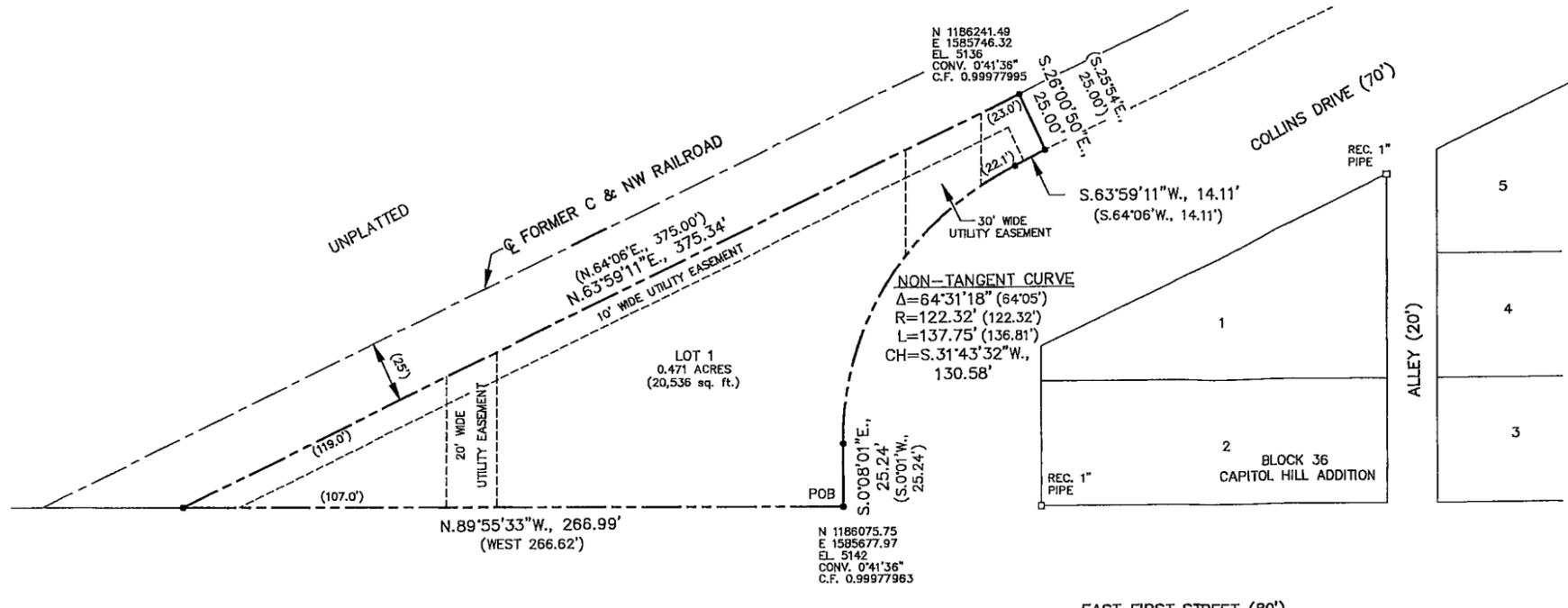
APPROVALS

APPROVED: Community Planning Commission of Casper, Wyoming this _____ day of _____, 2016 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. _____ duly passed, adopted and approved on the _____ day of _____, 2016.

INSPECTED AND APPROVED on the _____ day of _____, 2016.

INSPECTED AND APPROVED on the _____ day of _____, 2016.



CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
 COUNTY OF NATRONA) ss

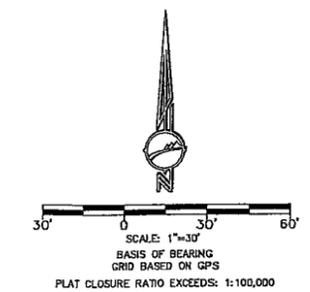
I, Steven J. Granger of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the month of December, 2015 and that this map correctly represents said surveys. All corners are well and accurately monumented as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.



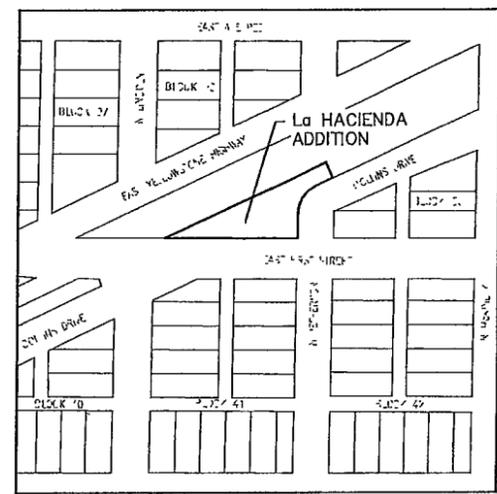
Wyoming Registration No. 15092 L.S.

Subscribed in my presence and sworn to before me by Steven J. Granger this _____ day of _____, 2016.

My commission expires: _____ Notary Public



LEGEND
 RECOVERED CORNER (AS NOTED) SET BRASS CAP
 N.64°32'30"E., 469.86'
 (N.64°32'30"E., 469.86')
 SUBDIVISION BOUNDARY EASEMENT



LOCATION & VICINITY MAP
 NOT TO SCALE

DATUM:
 GROUND DISTANCE - U.S. SURVEY FOOT

COORDINATES REFER TO CITY OF CASPER GIS DATUM, WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD88. ELEVATIONS ARE NOT INTENDED FOR BENCH MARK REFERENCES.



RESOLUTION NO. 16-96

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF 0.471-ACRES, DESCRIBED AS LA HACIENDA ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

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

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the 0.471-acre parcel being eligible for annexation.

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

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

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for an April 19, 2016 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune March 15, 2016 and March 22, 2016; and notice was given as provided by Wyoming State Statute 15-1-405.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

ORDINANCE NO. 2-16

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING LA HACIENDA ADDITION TO THE CITY OF CASPER; AND ALSO APPROVING LA HACIENDA ADDITION SUBDIVISION AGREEMENT

WHEREAS, Arnold Cardenas and Haydee Cuevas have applied to annex, plat and zone, as C-2 (General Business), a 0.471-acre parcel, located in a portion of the SW1/4SW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County Wyoming, to create La Hacienda Addition to the City of Casper; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating La Hacienda Addition, and the zoning of the same as C-2 (General Business), following a public hearing on January 21, 2016.

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

SECTION 1:

The annexation of 0.471-acres to create La Hacienda Addition to the City of Casper is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating La Hacienda Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper, Arnold Cardenas and Haydee Cuevas, is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

La Hacienda Addition is hereby zoned C-2 (General Business).

SECTION 5:

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

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

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

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

APPROVED AS TO FORM:

Walter Street

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

(Annexation, Plat & Zoning Creating La Hacienda Addition)

April 13, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director 
Pete Meyers, Assistant Public Services Director
Dan Coryell, Parks Manager

SUBJECT: Revisions to Ordinance Regarding Arborist Licensure

Recommendation:

That Council, by ordinance, revise section 12.32.075 of the Casper Municipal Code in regards to the licensure of professional arborists.

Summary:

Casper city ordinance 12.32.075 requires all commercial arborists to possess a license that has been issued by the City. The licensure requirement was instituted so that citizens can have a level of confidence that their trees are being cared for by commercial arborists that understand tree care, and that the arborists who are doing this work have appropriate liability insurance. The ordinance requires the arborist to either pass a test or possess an International Society of Arboriculture (ISA) certification. Commercial arborists are also required to possess insurance and to pay an annual \$25 licensure fee.

With thousands of dead trees throughout town, it is reasonable to expect that many currently unlicensed people or firms will soon start to offer tree felling services. The City Parks Division is seeking to amend the ordinance so that the standards for receiving an arborist's license are more clearly defined. For an applicant to receive a city-issued arborist's license, the revised code clarifies that the applicant must either successfully complete a competency test administered by the Parks Division or possess certification from ISA. There is also ambiguity as to whether each individual employee of the arborist company must be licensed; likewise, there is ambiguity as to whether the insurance requirement applies to the individual or to the entire firm. Last but not least, the licenses that are currently issued by the City are issued with a December 31 expiration date, but this expiration timeframe is not clearly stated within the ordinance.

The proposed revisions would:

1. Specify that the license is issued to an individual person (as opposed to the firm). An individual with a city-issued arborist's license must be on site during tree trimming or tree felling operations.
2. Specify that the firm must be insured and establish minimum insurance levels.
3. Require that the license be on display at the job site. The current proposal would be for the firm to display the license on the dashboard of the arborist's vehicle or on a sticker that would be affixed to the outside of the vehicle.

These proposed changes have been shared with local commercial arborists. The feedback received so far has been supportive of the proposed changes.

ORDINANCE NO. 6-16

AN ORDINANCE AMENDING SECTION 12.32.075 OF
THE CASPER MUNICIPAL CODE PERTAINING TO
ARBORIST' S LICENSE REQUIREMENTS.

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

Section 1:

That Section 12.32.075, of Chapter 12.32 - Trees and Shrubs, of the Casper Municipal Code shall be amended to read as follows:

12.32.075 - Commercial arborist—License and insurance requirements—Suspension and revocation—Appeal procedures.

- A. All commercial arborist FIRMS shall ~~be licensed and insured.~~ HAVE AT LEAST ONE (1) EMPLOYEE, OWNER, OR OFFICIAL THAT IS LICENSED. EACH FIRM SHALL HAVE A LICENSED EMPLOYEE, OWNER, OR OFFICIAL ON SITE DURING ANY TREE TRIMMING OR TREE FELLING OPERATION. Any appropriate fees that may be assessed for licensing shall be established by resolution.
- B. Before a commercial arborist license will be granted, the applicant shall:
1. Successfully complete, with a satisfactory score, a competency test administered by the city parks division. ~~Within three years of obtaining a commercial arborist license from the city, a representative from each business shall also secure certification from the International Society of Arboriculture. Proof of such certification shall be filed with the city. Proof of such certification shall be filed with the city.~~ , OR
 2. ~~Maintain a general liability and property damage insurance policy, with a responsible company authorized to do business in the state, in full force and effect, and file copies of such certification in the office of the city clerk.~~ POSSESS A CERTIFIED ARBORIST CERTIFICATION FROM THE INTERNATIONAL SOCIETY OF ARBORICULTURE. PROOF OF SUCH CERTIFICATION SHALL BE FILED WITH THE CITY.
- C. ~~Failure of a commercial arborist to comply with the conditions set forth in this section shall be sufficient grounds for the city manager to revoke such license. In the event of any suspension or revocation, except and unless such license has been caused to be revoked by termination of insurance, the city council shall have the authority to overrule or otherwise modify any order of the city manager with regard to license suspension/revocation. If an appeal of the city managers decision is desired, the appeal shall be filed within ten calendars days from the date of the city manager's decision to suspend or revoke the license. A hearing by the city council on an appeal shall be held within thirty days from the date the appeal is filed with the city clerk.~~ BEFORE A COMMERCIAL ARBORIST LICENSE WILL BE GRANTED, THE APPLICANT SHALL SHOW PROOF THAT THE FIRM HAS A QUALIFYING GENERAL INSURANCE POLICY, WITH A RESPONSIBLE COMPANY, AUTHORIZED TO DO BUSINESS IN THE STATE, IN FULL FORCE AND EFFECT, AND FILE COPIES OF SUCH CERTIFICATION WITH THE CITY PARKS DIVISION. QUALIFYING INSURANCE POLICIES SHALL SHOW A

MINIMUM OF ONE MILLION (\$1,000,000) DOLLARS OF GENERAL LIABILITY COVERAGE PROVIDING FOR BOTH BODILY INJURY AND PROPERTY DAMAGE.

- D. PROOF OF CURRENT LICENSURE SHALL BE DISPLAYED AT THE TREE TRIMMING OR TREE FELLING JOB SITE. RULES FOR APPROPRIATE DISPLAY SHALL BE ISSUED BY THE PARKS MANAGER.
- E. LICENSES SHALL EXPIRE AT MIDNIGHT ON DECEMBER 31 OF THE YEAR IN WHICH THEY ARE ISSUED.
- F. FAILURE OF A COMMERCIAL ARBORIST TO COMPLY WITH THE CONDITIONS SET FORTH IN THIS SECTION SHALL BE SUFFICIENT GROUNDS FOR THE CITY MANAGER TO REVOKE SUCH LICENSE. IN THE EVENT OF ANY SUSPENSION OR REVOCATION, EXCEPT AND UNLESS SUCH LICENSE HAS BEEN CAUSED TO BE REVOKED BY TERMINATION OF INSURANCE, THE CITY COUNCIL SHALL HAVE THE AUTHORITY TO OVERRULE OR OTHERWISE MODIFY ANY ORDER OF THE CITY MANAGER WITH REGARD TO LICENSE SUSPENSION/REVOCATION. IF AN APPEAL OF THE CITY MANAGER'S DECISION IS DESIRED, THE APPEAL SHALL BE FILED WITHIN TEN (10) CALENDAR DAYS FROM THE DATE OF THE CITY MANAGER'S DECISION TO SUSPEND OR REVOKE THE LICENSE. A HEARING BY THE CITY COUNCIL ON AN APPEAL SHALL BE HELD WITHIN THIRTY (30) DAYS FROM THE DATE THE APPEAL IS FILED WITH THE CITY CLERK.

Section 2:

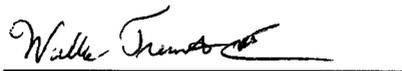
This ordinance shall become in full force and effect upon passage on three readings and publication.

PASSED on first reading this ____ day of _____ 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 11, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Contract for 2016 Traffic Counts

Recommendation:

That Council, by resolution, approve the Metropolitan Planning Organization's (MPO) contract for Professional Services with DOWL (an engineering firm based in Laramie, WY) for annual Traffic Counts in an amount not to exceed \$20,000.

Summary:

In 2015, the MPO held a competitive procurement process for traffic counting services. Three responses were received to the MPO's request for proposals, and the MPO Policy Committee (the governing board of the MPO) selected DOWL to complete annual traffic counts, vehicle speed, and vehicle classifications on collector and arterial streets in the Casper metropolitan area. Staff consulted with Federal Highway Administration and Wyoming Department of Transportation officials to determine whether multiyear agreements for services were authorized under the regulations of those agencies. After receiving confirmation that services could be extended through multiple years as long as the contract was competitively procured, staff opted to engage DOWL for a three year period renewable from year to year. This agreement is for Year 2 of a 3 year contract period from 2015 to 2017 authorized by the MPO and executed by the Casper City Council as the MPO's fiscal agent.

The MPO will be counting 223 different locations throughout the urban area from late April to late May after snow has completely melted but while Natrona County schools are still in session. The data collected is used by staff of each jurisdiction in the MPO as well as consultants and private sector businesses. It is also a required project for the Federal Highway Administration's Highway Performance Monitoring System (HPMS).

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 3rd day of MARCH, 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 DOWL, 1575 North 4th Street Suite 105, Laramie, WY 82072, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, Agent has been appointed by the Policy Committee of the Casper Area Metropolitan Planning Organization 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 multiyear Traffic Counting services, hereinafter referred to as the "Study"; and,

WHEREAS, Agent desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Study; and,

WHEREAS, Consultant represents that it is prepared to provide such services in accordance with the conditions hereinafter provided and all of the duties and obligations imposed by this Agreement.

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

I. SCOPE OF SERVICES.

A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Agent thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this study as required by the Agent to be presented with each request for payment.

B. Subject to the sub-consultant limitations of Part II, paragraph 10 of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Agent, the services as set forth in Exhibit "A" (Scope of Services). Minor adjustments in the emphasis and scope of each task

may be made by mutual written agreement between the Agent and the Consultant upon receiving the approval of the MPO Policy Committee.

II. TIME OF PERFORMANCE:

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

B. The Study shall be completed on or before June 30, 2016.

C. In the event that additional work or force majeure events prevent completion of the services to be performed under this Agreement in the times specified, the Agent, with the written approval of the Owner, may grant a time extension for any or all parts of the work, 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.

D. This contract may be renewed at the sole discretion of the Owner on a yearly basis for fiscal years 2015, 2016, and 2017. This agreement is the second of a three year agreement.

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 Twenty Thousand Dollars (\$20,000.00) and may not exceed Sixty Thousand Dollars (\$60,000.00) over the course of three years. Lump sum rates (\$89.50 per count location) 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.

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

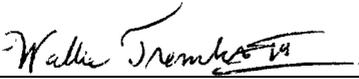
Exhibit F: Certification of Suspension or Debarment

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 Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS:

By: Eric Milliken

Printed name: Eric Milliken

Title: TRAFFIC EIT

DOWL, as Consultant:

By: Lynn Hill

Printed name: LYNN HILL

Title: OFFICE MANAGER

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. IDAX Data Solutions will collect traffic data and will be DOWL's Subconsultant for this study.

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 (\$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 three (3) years after completion of the contract of work*. However, consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the Agent with original certificates and amendatory endorsements 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:

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

24. PUBLICITY:

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Agent, the Wyoming Department of Transportation (WYDOT) and the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of the Agent and WYDOT.

25. SUSPENSION AND DEBARMENT:

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and C.F.R. 44 Part 17, or are on the debarred vendors list at www.epls.gov. Further, the Consultant agrees to notify the Agent by certified mail should it or any of its Agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

No Obligation by the Federal Government.

a. The Agent and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subconsultant who will be subject to its provisions.

27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant who will be subject to the provisions.

28. FEDERAL CHANGES: 49 C.F.R. Part 18

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011) between purchaser and FTA, as they may be amended or promulgated from time to time during

the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:
FTA Circular 4220.1F

Applicability: The incorporation of FTA terms applies to all contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Agent requests which would cause the Agent or Owner to be in violation of the FTA terms and conditions.

30. LOBBYING: 31 U.S.C. 1352, 49 C.F.R. Part 19, and 49 C.F.R. Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

31. 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.

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"
2016 SCOPE OF SERVICES

Tasks 1: Project Management and Initial Meeting

Agent will provide location specifics by April 15, 2016. Upon issuance of these location specifics, Consultant will conduct a pre-count meeting with the Agent to discuss location specifics and traffic control, if necessary. This meeting may be accomplished by conference call. The purpose of this meeting will be to clarify method of counting and duration of counts. Parties will create plans for adjustments to the schedule due to inclement weather. Parties will agree upon final report format based on the needs of the Agent. Agent will provide available current street centerline information to which traffic counts will be tied. Agent will also provide available required count data structure and street centerline data. Consultant will prepare a work plan and timeline for the project team.

Consultant will coordinate the work plan with the Agent, Wyoming Department of Transportation and others, as appropriate. Consultant will provide qualified engineers and/or technicians to accomplish each task; monitor budget and schedule. Consultant will conduct in-house project staff meetings for coordination of staff and work elements. Consultant agrees to provide a project timeline, weekly progress reports and monthly invoices with tasks and effort detailed to show percentage complete.

Deliverable(s): ***Pre-count Meeting***
 Project Timeline
 Weekly progress reports
 Clarification of Final report format

Task 2: Gather Data

Consultant and sub consultant(s) will provide all necessary vehicles, equipment, materials, experience, and labor required to collect traffic data at the two hundred and twenty-three (223) locations throughout the Casper Metropolitan Planning Area. Consultant agrees to collect traffic counts using calibrated traffic data collection equipment for a period of twenty-four (24) hours at each location. Counts will be coordinated with the MPO staff and will be collected in April and May 2016. Counts will be completed no later than May 27, 2016.

Deliverable(s): ***Collect two hundred and twenty-three (223) Traffic Counts (ADT) in the Casper Urbanized Area as indicated by the Metropolitan Planning Organization (MPO) and Wyoming Department of Transportation (WYDOT).***
 Count data in 15 minute intervals for all locations
 Speed and Classification data for 10 locations - TBD

Perform the counts and examine traffic counts under the supervision of the professional staff of the MPO member jurisdiction.

*2016 Cost Estimate: Nineteen Thousand Nine Hundred Fifty-Eight Dollars and Fifty Cents (\$19,958.50) for 223 Volume counts at Eighty-Nine dollars and fifty cents (\$89.50) each
Count data in 15 minute intervals and speed/classification data are provided free of charge*

Task 3: Report and Final Deliverable

Consultant will compile completed counts in one (1) report. Six (6) bound copies and a digital copy of the PDF will be submitted to the MPO. A digital copy of each completed count, in ArcGIS format, either a shape file or geodatabase compatible with the City of Casper's GIS system, will also be submitted along with a PDF of each of the reports listed above. The count data will include city GIS street centerline unique ID number and intersection ID number and the GIS table structure for the required count data. Reviewing the data for accuracy and formatting the data will be ongoing during subsequent traffic counts. Deliverable of the final report will be on or before June 30, 2016.

Deliverable(s): *Digital copy of all counts in shape file or geodatabase
Digital copy of counts in an Excel spreadsheet
Six (6) bound copies of the final report
Digital copy of the final report in PDF format*

2016 Total Costs: *DOWL will complete the tasks outlined in the scope of work, including direct expenses, for a fee not to exceed Nineteen Thousand Nine Hundred Fifty-Eight Dollars and Fifty Cents (\$19,958.50).*

Key Personnel

<i>Eric Milliken</i>	<i>Project Manager</i>
<i>Scott Lee</i>	<i>Data Collection Manager</i>
<i>Jeff Rosenlund</i>	<i>Senior Review and Quality Assurance</i>

AGENT RESPONSIBILITIES

In the event that an in-person meeting needs to be held, the Agent will schedule the meeting.

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, on February 26, 2015, the Casper Area Metropolitan Planning Organization Policy Committee approved the hiring of DOWL to complete the annual traffic counting services; and

WHEREAS, DOWL 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 DOWL to complete annual traffic counting services in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed Nineteen Thousand Nine Hundred Fifty-Eight Dollars and Fifty Cents (\$19,958.50) and which may be renewed annually between 2015 and 2017 for a total amount not to exceed Sixty Thousand Dollars (\$60,000.00).

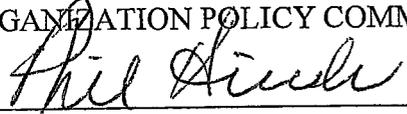
PASSED AND APPROVED THIS 26TH day of February, 2015.

ATTEST:



Liz Becher
Community Development Director

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE



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, DOWL 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 CATPP 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 CATPP 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 CATPP 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 CATPP 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"

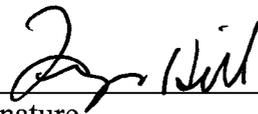
CERTIFICATION OF CONSULTANT

I hereby certify that I am the PARTNER and duly authorized representative of the firm of DOWL; 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.

3/28/14
Date


Signature

LYNN HILL
Printed Name

OFFICE MANAGER
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or his representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Daniel Sandoval
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Wyoming)ss

COUNTY OF ALBANY)ss

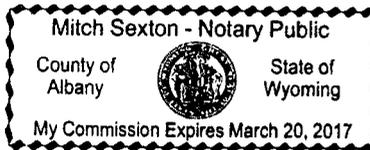
I, LYNN HILL being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]
OFFICE MANAGER
Title

Subscribed in my presence and sworn to before me this 29 day of March, 2016, by:

[Signature]
[Signature]
Notary Public

3/20/17
My Commission Expires





March 30, 2016

Andrew Nelson
City of Casper MPO
200 N David Street, Room 203
Casper, WY 82601

Re: Traffic Counting Services

Mr. Nelson

The Contract for the Traffic Counting Services project states that *"Unless otherwise approved by the agent in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000)"* (Part II. 12. D. 5.). DOWL's professional liability insurance (PLI) deductible is One Hundred Thousand Dollars (\$100,000).

Please sign and return this letter to approve our PLI deductible for this project.

Thank you.

A handwritten signature in cursive script that reads "Lynn Hill".

Lynn Hill, P.E.
Office Manager

By signing below, the Casper MPO approves DOWL's PLI insurance deductible of One Hundred Thousand Dollars (\$100,000) for the Traffic Counting Services project.

x A handwritten signature in cursive script, followed by a horizontal line. Below the line, the date "4/4/16" is written in cursive.

RESOLUTION NO. 16-97

A RESOLUTION AUTHORIZING A CONTRACT FOR THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND DOWL FOR ANNUAL TRAFFIC COUNTING SERVICES.

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee has selected DOWL to complete certain professional services; and,

WHEREAS, as the MPO's fiscal agent, the City of Casper must approve the Professional Services Agreement between DOWL 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 February 26, 2015 for a total not to exceed Twenty Thousand Dollars (\$20,000) per year for FY15, 16, and 17;

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 DOWL on behalf of the Casper Area Metropolitan Planning Organization, in an amount not to exceed Twenty Thousand Dollars (\$20,000) for FY16 traffic counting services.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation:

ATTEST:

Tracey Belser
City Clerk

Daniel Sandoval
Mayor

April 11, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Request to apply for Transit Grant Funds through Metropolitan Planning Organization (MPO)

Recommendation:

That Council, by resolution, authorize City staff to apply for Federal Transit Administration Section 5339 and/or 5310 grant funds through the Wyoming Department of Transportation for the City's transit capital program.

Summary:

The City of Casper is one of two urbanized areas in Wyoming eligible for funding under this grant program. The Wyoming Department of Transportation (WYDOT) is the designated recipient of Section 5310 (Elderly and Disabled Program) and Section 5339 (Bus and Bus Facilities) transit grants and is authorized to award subrecipient grants to other agencies. Each year, the City is eligible to apply for these grants through WYDOT's Office of Local Government Coordination. Previously, the Casper Area Transportation Coalition (CATC) has applied for these grants; however, to maintain fiscal control over capital funds, MPO staff is instead requesting the City of Casper become the recipient starting in FY17.

These are reimbursable grants which are critical for transit's capital program and to maintain a state of good repair as required by the Federal Transit Administration (FTA).

This year, staff wishes to apply for \$136,000 in Federal funds. Receiving this grant would obligate the City to provide a 20% local match totaling \$34,000. This match is currently programmed in the Proposed FY 2017 Budget. The projects for these funds include:

Year	Description	Federal	Local	Total
FY17	Transit Facility Access Control and Surveillance Systems	28,000	7,000	\$35,000
FY17	New Diesel Red Route bus	72,000	18,000	\$90,000
FY17	Repave Transit Parking Lot	36,000	9,000	\$45,000
	Total	\$136,000	\$34,000	\$170,000

The City must be able to demonstrate compliance to FTA security regulations prior to the next Triennial Review (scheduled for summer 2017). The Access Control and Surveillance system was identified as a need during the 2014 Triennial Review, a program review conducted by FTA

every three years to ensure the City's compliance with Federal regulations. This project would install at least two keycard-controlled access points to the Bus Garage located at 1715 East 4th Street. It would also install video surveillance of the Bus Garage and the CATC Administration Office.

As part of the ongoing transit fleet overhaul, staff requests \$90,000 to purchase a new bus for the Red Route, which serves south Casper between 21st Street, Ash Street, and Downtown. While this bus may serve other routes, the Red Route has been identified as a lower ridership route that does not require a larger 25+ passenger bus. The purchase cost difference between the current bus and the proposed bus would result in savings in the range of \$20,000 to \$50,000. While not necessarily more cost efficient to operate, the lower capital cost of the bus represents a more fiscally responsible approach to vehicle acquisition in the context of our current revenue shortfall. This is also a more strategic acquisition that more closely links operational need with capital expense.

The Transit Parking Lot Repavement Project at 1715 East 4th Street has been on the Transportation Improvement Program for several years. Deferred maintenance on the parking lot (specifically the fenced yard where the buses are parked overnight) has reached its limits. Visual inspection of the parking lot indicates significant cracks and seams with crumbling asphalt, particularly near the gate entrance. This project would repave the yard and perform a crack seal on the staff and visitor parking lot in front of the Administrative Office.

A resolution has been prepared for Council's consideration.

RESOLUTION NO. 16-98

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A GRANT UNDER SECTIONS 5310 AND 5339 OF THE FIXING AMERICA'S SURFACE TRANSPORTATION (FAST) ACT THROUGH THE WYOMING DEPARTMENT OF TRANSPORTATION.

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital and operating assistance projects for urbanized area public transportation systems under Sections 5310 and 5339 of Fixing America's Surface Transportation (FAST) Act of 2015; and,

WHEREAS, the Wyoming Department of Transportation has been designated by the Governor to administer Sections 5310 and 5339; and,

WHEREAS, the contract for financial assistance will impose certain obligations upon the City, including provisions for the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a grant application with the Wyoming Department of Transportation to aid the financing of capital and/or operating assistance for projects pursuant to Sections 5310 and 5339 of the Fixing America's Surface Transportation (FAST) Act.

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 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director
Pete Meyers, Assistant Public Services Director
Dan Coryell, Parks Manager
Mike Leyba, Cemetery Supervisor

SUBJECT: Changes Pertaining to the City of Casper's Highland Cemetery

Recommendation:

That Council, by resolution, authorize changes pertaining to the operating procedures of the City of Casper's Highland Cemetery, and rescind Resolution 15-10.

Summary:

The proposed modifications to the operating procedures of the City of Casper's Highland Cemetery will streamline the vocabulary of certain items featured in the resolution and will reflect current shifts in the Wyoming cemetery industry. There will be no additional cost to the City on any of the proposed changes.

The biggest change is that the fee for infant plots has been removed. The majority of cemeteries in Wyoming either do not charge for infant plots or they offer reduced burial costs. This change will help lessen the untimely cost to the families in need of child or infant interments.

The term "deed" has been replaced with the term "certificate," so as to be consistent with State law, as well as to include that the newly installed columbarium niches be issued as "Right of Interment Certificates." The mention of promissory notes and their billing procedure has also been removed as they are no longer used at Highland Cemetery.

A vault for traditional burials is no longer required. Vaults have not proven to be effective in preventing plots from caving. This has been confirmed at Highland Cemetery over time. This additional cost to the customer to bury a loved one is unnecessary and could help reduce funeral expenses. Double depth burials, where one body is buried beneath another, are also being discontinued. Plots sold as double depths prior to 2014 will still be honored.

Recently, the matter of livestock featured in funeral corteges at the cemetery has brought up concerns of damage and liability. This resolution clarifies that livestock at Highland Cemetery is prohibited.

The "Recording Fee" is a clerical fee for certificate transfers and other clerical work. This fee was mistakenly omitted from the current resolution and has been restored. Other changes include columbarium niche requirements, corrections to headstone regulations, as well as clearing up stipulations for the inurnment of cremated remains. All other changes relate to typing errors or clarifications of existing resolution content.

A resolution is prepared for Council's consideration.

RESOLUTION NO. 16-99

A RESOLUTION REGULATING THE OPERATION OF HIGHLAND CEMETERY AND ESTABLISHING FEES, SERVICES AND SALES POLICIES, RULES AND REGULATIONS.

WHEREAS, the City of Casper desires to regulate the operations of the Highland Cemetery and establish fees for services and sales related to these operations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: Fees, services and sales policies, and rules and regulations for the Highland Cemetery are hereby established as follows, effective April 6, 2016.

Section 1.

It shall be unlawful for any person to be buried at any place within the limits of the City of Casper, Wyoming, other than in a lawfully established cemetery.

Section 2 - Definitions.

Glossary of Terms. Terms included and referenced in this resolution:

- *Cemetery* – Unless otherwise specified all sections of this resolution with the word "cemetery" shall apply to all current and future City-owned cemeteries.
- *City Manager* – Whenever the words "City Manager" are used in this resolution it shall be construed to mean the City Manager, or other duly authorized representative.
- *Burial* – The practice of opening a cemetery plot and interring a deceased body, followed by the closing of said plot.
- *Traditional Burial* – A standard burial of a person wherein the body has not been cremated.
- *Double Depth Traditional Burial* – The interment of two (2) traditional burials in a single plot, with the lower of the two remains at no less than seven and one-half (7 1/2) feet in depth.
- *Cremains* – A person's cremated remains (ashes).
- *Cremains Inurnment* – To bury the cremated remains of a person.
- *Cremains Position* – A space within a traditional or cremains plot allocated for an urn or cremains container.
- *Plot* – A piece of land allocated for one traditional burial.
- *Cremains Plot* – A piece of land allocated for the inurnment of cremated remains.
- *Double Depth Traditional Plot* – A piece of land allocated for two traditional full body burials, dug to appropriate depth to house one body on top of another.
- *Lot* – A piece of land comprised of several plots.
- *Block* – A piece of land comprised of several lots.
- *Infant Plot* – A piece of land allocated for the burial of a deceased infant.

- *Columbarium* – An above-ground room, building or structure with niches for urns to be stored.
- *Columbarium Niche* – Allocated space within a columbarium for an urn or container.
- *Mausoleum Space* – A piece of land allocated for the placement of an above ground mausoleum and not for burial.
- *Mausoleum* – A building, especially a large and stately one, primarily housing traditional casket burials.
- *Vault* – A lined and/or sealed outer receptacle that houses the casket.

Section 3 - Operating Hours.

- A. Dates and Times Cemetery Will be Open. The cemetery will be open between 8:00 a.m. and sunset year round. It shall be unlawful for any person to be in the cemetery during any other hours without the permission of the City Manager. Violators will be prosecuted as trespassers.
- B. Cemetery Office Hours. The Cemetery Office shall be open from 10:00 a.m. to 2:00 p.m. Monday through Friday. The Cemetery Office will be closed on all City-observed, legal holidays except Memorial Day.

Section 4.

- A. Duties of the City Manager as to Management of the Cemetery. Duties of the City Manager shall be as follows:

The City Manager shall establish rules and regulations for the management, operation, and maintenance of the cemetery, which rules will be filed in the Office of the City Clerk and at the cemetery office, and which rules and regulations must be approved and adopted by the City Council by resolution action and shall be subject to any limitations and restrictions set forth herein.

The City Manager shall manage, operate, and maintain the cemetery and see that no plot or niche therein is used or occupied in violation of this resolution or any rule or regulation promulgated under this resolution.

The City Manager shall be charged with the duty of collecting all monies due and payable to the City for plots or niches in the cemetery and other monies due and payable by reason of the operation and maintenance of the cemetery.

The City Manager shall be charged with the duty of issuing all burial permits in the cemetery and seeing that graves are open and excavated in the proper plots of ground, keeping a record showing when the plots were sold, to whom sold, the time of sale thereof, the price paid or to be paid therefore, by whom and to whom a permit is issued, or monies received by him under the provisions of this article and such other information as shall be deemed advisable by the City Council.

- B. Right to Replat, Regrade and Use Property. The right to enlarge, reduce, replat and/or change the boundaries or grading of the cemetery or a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives and/or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate or alter or change pipelines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved; as well as the right to use the cemetery property, not sold to right of interment owners, for cemetery purposes, including the interring and preparing for interment of human bodies, or for anything necessary, incidental or convenient thereto. The City reserves itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over plots for the purpose of passage to and from other plots.
- C. No Interment Rights Granted In Roadways. No interment rights are granted to individuals in any road, drive or walk within the cemetery. Roads, drives or walks shall be used as a means of access to or within the cemetery during normal operating hours.

Section 5 - Plot and Niche Sales.

- A. Cemetery Plot Certificate. No cemetery plot certificate for any plot in the cemetery shall be issued and no title for same shall pass until a full purchase price has been paid to the City nor until other expenses and charges payable to the City have been paid, and all such certificates shall be issued by the City Manager under the seal of the City, signed by the Mayor and attested by the City Clerk. Columbarium niches at Highland Cemetery will be issued a Right of Interment Certificate once full purchase price has been paid.

At the time each burial is scheduled, the mortuaries must notify the cemetery office of payment responsibility for the City's charges. Any billing to the mortuary or funeral home is subject to the terms and conditions of the City of Casper billing system. Delinquent notes bear interest at the rate of ten percent (10%) per annum and no further credit shall be extended to the maker of any note which has not been paid within six (6) months from the date of execution.

- B. Infant Burials. The purchase plot price and other fees will be waived for infant burials. Infant plots will only be provided upon receipt of a death certificate.
- C. Purchase Price of Plots. The purchase price of plots in any cemetery shall be:

Adult Traditional Plot (4' x 10')	\$ 600
Columbarium Niche:	\$ 300
Cremains Plot (4' x 4')	\$ 300
Indigent Cremains Plot (4' x 4')	\$ 155
Indigent Traditional Plot (4' x 10')	\$ 340
Infant Plot (3' x 5')	No Fee
Mausoleum Plot (12' x 14')	\$ 1,500

D. Perpetual Care. Those plots which were sold prior to 2012 and the institution of a perpetual care charge will be assessed the perpetual care fee at the time of interment, deed transfer, additional remains interment, or recording of burial information when the recording fee is assessed. The perpetual care fee is included in the price of plots purchased after 2012.

Adult Traditional Plot (4'x10'):	\$150
Infant Plot (3' x 5'):	\$ 70
Cremains Plot (4' x 4'):	\$ 70

E. Change of Address of Plot or Niche Owners. It shall be the duty of the plot or niche owners to notify the City of Casper of any change in its mailing address. Any notice sent to property owner's last address on file in the Cemetery Office shall be considered sufficient and proper legal notification in correspondence matters.

F. Transfer or Assignment must be filed With the City Manager. No transfer or assignment of any plot or niche shall be valid unless filed in writing in the cemetery office. Only plot or niche owners of record shall be recognized by the City Manager. A recording fee of Thirty Five Dollars (\$35.00) (paid by the seller) will be charged for any transfer or assignment. Outstanding fees must be paid prior to any transfers or assignments.

G. Private Space Sale by the City. If, for any reason, it becomes necessary for the plot or niche owner to dispose of his or her interest in any plot or niche, the owner may list with the city to broker said plot or niche. The City will receive twenty-percent (20%) of the sale price for the plot or niche only as compensation for expenses associated with the sale, including advertising, personnel costs, and other costs. The buyer of the plot or niche will be responsible for payment of all costs incurred by the city at the time of the transfer. Listing of plot or niche will be done in the cemetery office. If the perpetual care fee has not been paid on such plot, the fee will be paid by the buyer at the time of transfer.

H. Correction of Errors. The City reserves the right to correct any errors made by it in the description of the location of the plot or niche to which the right of interment is conveyed, either by canceling the sale and substituting in lieu thereof other burial plot(s) or niche(s) of equal value and in a similar location, or in the sole discretion of the City, by refunding the amount of money paid for said right of interment.

Section 6 - Burial Charges.

Prior to grave opening, the purchaser shall pay to the City for complete interment service, with all necessary equipment, as follows:

<i>Adult Traditional</i>	
Burial Fee	\$500
Evening Fee (Charged after 4:00 PM week days)	\$100
Weekend and Holiday Fee	\$450

Double Depth: Bottom/Lower Remains of a double depth burial	\$1000
<i>Columbarium</i>	
Burial Fee	\$50
Evening Fee (Charged after 4:00 PM week days)	\$100
Weekend and Holiday Fee	\$180
<i>Cremains</i>	
Burial Fee	\$200
Evening Fee (Charged after 4:00 PM week days)	\$100
Weekend and Holiday Fee	\$200
Additional Cremains (In Addition to Burial Fee)	\$75
<i>Indigent Cremains</i>	
Burial Fee	\$75
<i>Indigent Traditional</i>	
Burial Fee	\$115
<i>Infant</i>	
Burial Fee	\$120
Evening Fee (Charged after 4:00 PM week days)	\$100
Weekend and Holiday fee	\$300
Recording Fee	\$35

Section 7 - Burial Procedures.

Only the interment of human remains is allowed in the cemetery.

Only persons or firms authorized by the City Manager shall be allowed to open or excavate any plot, for any purpose.

The procedure to be followed before interring human remains in any cemetery shall be as follows:

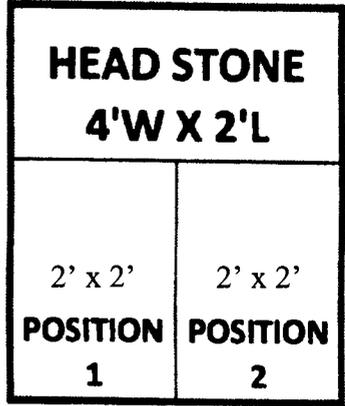
- A. Location of Burial Plot. When instructions regarding the location of a burial plot cannot be obtained or are indefinite, or when, for any reason, the burial plot cannot be opened where specified, the City Manager may, upon his/her discretion, open it in such location on the plot as he/she deems best and proper; and the City shall not be liable for damages resulting from any such change.
- B. Graveside Services. Customers may host formal graveside funeral services for the deceased. Cemetery personnel will prepare for such graveside services by cleaning the grave or columbarium area, providing a burial canopy when appropriate, providing chairs and similar funerary furnishings as appropriate, and similar services. The preparation of

the gravesite for formal services and the provision of related graveside services by Cemetery personnel will require the payment of a Fifty Dollar (\$50.00) graveside service fee.

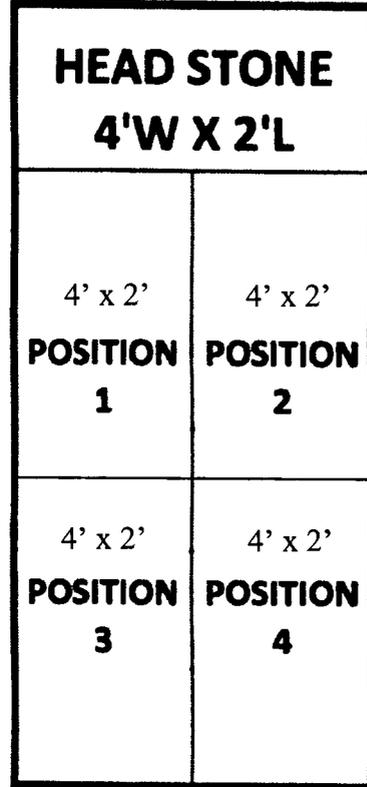
- C. Responsibility and Control. Once in the cemetery, the deceased, the burial container and/or other related equipment are considered under the responsibility and control of the attending funeral director or their assistant until cemetery personnel arrive at the gravesite for the purpose of closing the plot. Until then, the funeral director may perform any service required by them or the family of the deceased as they deem appropriate without liability to the City of Casper, or its employees.
- D. Adult Burial. Traditional adult burial will be in an area four (4) feet wide by ten (10) feet long, and no less than five (5) feet in depth. A traditional infant burial will be in an area three (3) feet wide by five (5) feet long, and from three (3) to four (4) feet in depth. For double traditional burials, the lower of the two remains shall be confined in a double depth certified vault. Double traditional burials will only be allowed if a plot was purchased prior to 2013 and arrangements were made at that time for a double depth burial.
- E. Cremains. No surface scattering of cremains shall be allowed. All cremains must be interred (or enclosed in a container previously approved by Cemetery Management) within a designated and recorded plot or columbarium niche. All disposition of remains are to be recorded with the cemetery office. Individual interred cremains shall be allocated a designated cremains position of no less than two (2) feet by two (2) feet.

No more than four (4) cremains in containers (urns) may be interred in a single traditional adult plot (four (4) feet by ten (10) feet), in addition to one (1) traditional burial beneath the urns, unless otherwise noted or assessed by the City Manager. Urns or urn vaults shall not exceed a cremains position of approximately two (2) feet by two (2) feet. No more than two (2) cremains in containers may be interred in a designated cremains plot (four (4) feet by four (4) feet).

In order to inter cremated remains in the cemetery, either in the ground or in a monument foundation, an interment permit must be obtained from the cemetery office and the applicable fee(s) paid to the cemetery office. The Additional Remains Fee shall be applicable when an additional set of cremains is added to a cremains position within an Adult Traditional plot. The person(s) requesting interment of cremated remains may choose any adequate container for the cremated remains approved by the City Manager. The City shall not be liable for the protection of the cremated remains. In the event that the cremated remains must be relocated for any reason, the City shall not be responsible for any damage to the cremated remains or the container.



*4' x 4' Cremains Plot
and allotted Cremains Positions*



*4' x 10' Adult Traditional Plot
and allotted Cremains Positions
over a casket burial.*

- F. Delays In Interment. The City shall in no way be held responsible for any delay in the interment of a body where a protest to the interment has been made, or where these rules and regulations have not been complied with; and, further, the City reserves the right under such circumstances to either not receive the remains, or to place the remains in a receiving vault until the full rights have been determined. The City shall be under no obligation to recognize any protests of interments unless they are made in writing and filed with the cemetery office.

- G. Permit. The purchaser shall secure from the City Manager a permit showing the provisions of this article have been complied with, the lot and block number in which the plot is to be opened, which permit shall entitle him to the services rendered by the City relative to the opening and closing of the grave, furnishing grass, and lowering device; provided, however, in case of any burial on lands in the cemetery owned by or reserved by Natrona County or any lodge organization, an additional permit must be obtained from the County, lodge, or other organization.

- H. Vital Statistics. The burial certificate, or permit, issued by the registrar, under the provisions of vital statistics of the vital statistics laws of the State, shall be deposited with the City Manager.

- I. Double Traditional Burial Plots. In the case of double traditional burial plots, the lower of the two remains shall be confined in a double depth certified vault.
- J. Removal of Shrubs and Trees. The City, when deemed necessary by the City Manager, in order to provide for an adequate plot opening, may remove shrubs and trees without notification to the adjoining grave owners. Replacement will be at the discretion of the City Manager.
- K. Notice of Burials. It shall be the responsibility of each person or firm to make necessary arrangements for burials at least twenty-four (24) hours prior to such burials. Neither the City nor any of its employees shall in any way be liable for any delay of burial services when twenty-four (24) hour notice is not given. In addition, the person or firm making the arrangements should clear them through the Cemetery Office before final burial details and arrangements are made.

The cemetery, in order to provide sufficient time for the opening of plots or niches, requires that all orders for funerals scheduled for Saturday or the first day of a working week be in the Cemetery Office by Noon (12:00) Friday of the preceding week. Funeral orders brought in after 12:00 Noon on Friday (or the last regular working day) can be scheduled no earlier than Noon (12:00) on Monday of the next work week.

- L. Orders Given by Telephone. The City of Casper shall not be held responsible for any order given by telephone nor for any mistake occurring from the conversation as pertaining to instructions as to the particular plot or niche, size, and location where the interment is desired. Telephone instructions shall be followed immediately by written instructions from the funeral director or family, prior to the making of burial arrangements by the City.
- M. Saturday, Sunday and Holiday Burials. Saturday burials are permitted. No burial shall be permitted on Sunday or other designated legal holiday except with the express, written permission of the City Manager for religious or other reasons, or when certified by the Registrar of Vital Statistics to be necessary because of contagious disease or other extreme emergency for health reasons. All approved Saturday, Sunday and holiday burials must be scheduled to arrive in the cemetery no later than 12:00 noon and are subject to defined fees. (Legal holidays will be defined as per current City Personnel Rules affecting cemetery employees.) Funerals that occur on weekends or City recognized holidays will be subject to a weekend and holiday fee.
- N. Funeral Corteges. It shall be required of all funeral directors that they inform those attending funeral services in any cemetery that, whether or not they are arriving individually or in the funeral cortege, they must abide by all traffic and parking regulations. No automobile shall park on the grass at any time. Livestock in the cemetery is strictly prohibited at Highland Cemetery.

Section 8 - Disinterring Bodies

- A. Disinterment. The removal of the body of any deceased person, or disinterring or opening of the plot of any deceased person buried in the cemetery, shall not be done except under order by the court or removal permit properly executed by the Registrar of Vital Statistics, or under order of the City Council with a removal permit properly executed by the Registrar of Vital Statistics and then only by the City and under the supervision of the City Manager, provided a fee is paid as provided herein, and a disinterment affidavit has been properly completed and filed with the cemetery office. There is no requirement for the removal of cremated remains container of any deceased person except written consent in the form of an affidavit from the owner or legal heir of the plot. The removal of such remains shall only be performed by City staff or persons or firms preapproved by the City Manager. Witnesses to such removal, opening, or disinterment shall not be allowed except where required by law, provided further that such disinterments shall be done in conformity with Wyoming State Law.

- B. Traditional Double Burial Disinterment. In cases of double traditional burials in a single plot, no disinterment will be allowed for the lower of the two remains, unless removal is approved by the City Manager, or ordered by the courts. In the event a court order is issued, disinterment will then only be allowed with a pre-payment for additional costs associated with hiring a contractor, and/or leasing of the appropriate equipment to remove the vault from the deeper trench, in compliance with Occupational Safety and Health Act standards for workers in confined spaces. The cost of this disinterment will be the contractor's cost, plus ten percent (10%).

- C. Services Provided. The services provided in connection with disinterments include removing the remains of the deceased, the casket if any, and the burial receptacle, placing the same on top of the ground, and backfilling the empty burial space in the plot. The party responsible for removal of the disinterred remains from the cemetery grounds must do so forthwith.

- D. Disinterment Liability. The City shall endeavor to exercise the utmost care in carrying out a disinterment but it assumes *no liability* for damage to any casket, burial receptacle, the remains of the deceased, or any other property during the disinterment process.

- E. Disinternment Fees: Fees for disinternment services shall be as follows:

<i>Adult Traditional / Indigent Traditional / Mausoleum</i>	
Disinternment	\$1,000
Reinternment	\$500
 <i>Columbarium</i>	
Disinternment	\$50
Reinternment	\$50

Cremaains / Indigent Cremaains

Disinternment	\$215
Reinternment	\$215

Infant

Disinternment	\$570
Reinternment	\$95

Section 9 - Abandoned and Unoccupied Cemetery Plots or Niches.

- A. Abandoned and Unoccupied Cemetery Plots or Niches. The City of Casper reserves the right to reclaim abandoned and unoccupied cemetery plots or niches where there has been no contact or knowledge of the owners, heirs, or assigns for more than fifty (50) years. These plots or niches shall be declared abandoned by giving notice served by registered mail to such owners, heirs, or assigns. If an address cannot be ascertained, a notice shall be given by publication allowing owners, heirs, or assigns thirty (30) days in which to advise the City Manager of their identity, address, and to provide documentation establishing their legal claim. In such event, the City will not declare the plots or niches abandoned. So long as the plots or niches remain unsold, the owners, heirs, or assigns may reclaim them by identifying themselves and establishing their right to such plots or niches.
- B. Failure to Communicate. Upon failure of the owners, heirs, or assigns to communicate with the City of Casper, the City Council shall, by resolution, declare such plots or niches abandoned. Thereafter, the City may resell such plots or niches but shall place in trust an amount of money equivalent to the original selling price for such plots or niches for payment to the owners, heirs, or assigns. Said trust fund shall be placed in legal investments and the earnings or interest therefrom shall annually be deposited to the City of Casper general fund. The owners, heirs, and assigns shall not be entitled to any interest or earnings of these monies. Money received from the resale of such plots or niches and deposited in such trust fund may be withdrawn by the City Clerk/Treasurer and placed in the general fund if not claimed by the owners, heirs, or assigns within 25 years after being deposited.

Section 10 - Monuments and Mausoleums.

- A. General. No monument shall be placed until all plot and interment fees have been paid, and a completed setting permit has been filed with the cemetery office. Any person desiring to erect a monument or other improvement upon any plot in the cemetery shall do so under the supervision of the city manager and in compliance with such rules and regulations governing the same as may be adopted and in force at the time. The City of Casper reserves the right to move or remove any monument or improvement not in compliance with resolution or supervisory guidelines. All costs associated with the relocation or movement of such improvement(s) may be billed to the owner(s) by the City of Casper.

- B. Completion Bond. Any contractor, person, or firm that sets one (1) or more mausoleums, or more than five (5) vaults, tombs, or any type of memorial or planter per year must be bonded for Ten Thousand Dollars (\$10,000.00) or post a cash bond of equal amount before the City Manager will authorize erection of such. A bond of Three Thousand Dollars (\$3,000.00) or cash bond of Three Thousand Dollars (\$3,000.00) is required for those setting five (5) or fewer memorials, planters, plaques, etc., per year before the City Manager will authorize erection of such. All bonds must be valid for and will be retained for a period of five (5) years for mausoleums and three (3) years for all others.
- C. Memorials. No right of interment owner shall erect or place or cause to be erected or placed, on any plot(s) in the cemetery, a memorial that has not been approved by City Manager.
- D. Monument Placement. All monuments, memorials, mausoleum placements, and other improvements will be permitted and located by cemetery staff. The fee for such permit will be Thirty Dollars (\$30.00) for any raised marker purchased prior to 2015. The fee for such permit for a raised marker that stands up to twenty-four (24) inches in height, measured from the ground to the top of the marker, shall be Fifty Dollars (\$50.00). The fee for such permit for a raised marker that stands taller than twenty-four (24) inches in height will be One Hundred Dollars (\$100.00). The fee for such permit for a flush mounted marker that stands no taller than one half (1/2) inch in height will be waived. The appropriate fee is due prior to the setting of the stone. All monuments or headstones must be in line with surrounding monuments or headstones. Where permitted, footstones must be mounted flush with the ground. Monuments or headstones should be placed so that the name can be read from the nearest road on outline plots and from the alley on all others (this will require some monuments being placed at the foot of the plots in Section E). Areas reserved for mausoleums are Blocks 4, 5, 13, 104, and 106.

Areas requiring flush markers are Blocks 126, 128, 129, 159, 160, the area adjacent to the South Boundary fence next to Blocks 215 through 221, the roadway between Blocks 7, 8, 9, 10, and all of Lot 22, Section E. All other blocks in Highland Cemetery may use upright markers. Any plot in areas of the cemetery originally converted from alleys must have flush markers only. All new areas developed in the cemetery will be designated for either "flush only" or "upright or flush" by the City Manager.

The City Manager is authorized to designate additional "flush only" blocks at any time. In flush marker areas, no upright obstacles (vases, wreathes, plantings, etc.) are allowed at any time other than the one (1) week preceding and two (2) weeks following Memorial Day.

- E. Columbarium Engravings. Engravings will be allowed on columbariums on the 10.5x10.5 inch wide niche panels. Designs are allowed in a 4x9 inch area within the panel only. The uniform fonts as listed on the engraving template are the Vermaco and Mon. Condensed. The last name is to be no taller than 1 inch, the first name no taller than .875 inches, and the dates of birth and death no taller than .75 inches.

- F. Mausoleums. No mausoleum may be erected without first submitting the plans and specifications to the City Manager for written approval. All plans and specifications must conform to the laws of the State of Wyoming as well as all local regulations. Foundations for mausoleums, tombs, or vaults shall be of first class concrete poured to a depth of not less than six (6) inches below the frost line as is designated by the City Manager. Mausoleums, tombs, or vaults shall be constructed only on blocks designated for that purpose by the City Manager. Placement of mausoleums in other areas may be allowed with written permission from the City Manager. The seller from whom the mausoleum is purchased is to guarantee that the stone used is of first quality and free from rust, stains, and natural faults which might cause chips or cracks to appear in the future. Guarantee shall be for a period of five (5) years minimum.
- G. Foundations. Where foundations for markers, monuments, and other like things are installed, they should be constructed with five (5) inches extended on all sides of the base and should contain sufficient base depth (minimum four (4) inches) for the solid support of item installed. Any deviations or exceptions to these requirements must have approval of the City Manager, and must be detailed on the completed permit. Mausoleums or tomb foundations will come under the specifications for such structures.
- H. The Right to Remove. Should any monument, mausoleum, or tomb in the opinion of the City Manager become unsightly, dilapidated, or dangerous to cemetery visitors, the City Manager shall have the right, at the expense of the monument, mausoleum, or tomb owners, either to correct the condition or to remove same. In the event a body is interred on any block so involved, the City Manager, at his discretion, shall have the right after prior notice if such may be practically given, to remove any remains thus interred on the area and to place same in single plots to be chosen by the City Manager for temporary interment until the situation necessitating the removal is corrected, such to be done in conformance with Wyoming Statutes.
- I. Regulations for Cemetery Work. Persons erecting monuments or doing work of any kind in the cemetery will be held responsible for any damage done by them to trees, grass, or any property and shall conform to the following:
1. Before doing work of any kind, it shall be necessary to obtain directions and consent from the City Manager, who shall have complete supervision.
 2. No person shall disturb the sod on any lot or plot or make or remove any plantings except in accordance with the rules and regulations and with the permission of the City Manager.
 3. All work shall be done as rapidly as possible and any rubbish shall be immediately removed by those responsible. No rubbish or materials of any kind shall be scattered or placed upon any other burial space.

4. In the erection of monuments, any necessary posts, ropes, or wires shall be secured in the alleyways. No ropes or wires shall be attached to other monuments or to trees. In unloading monuments, planks shall be used where necessary to protect the grass.
- J. Cemetery Responsibility. The Cemetery will not be responsible under any circumstances for any loss or damage to any marker, monument, mausoleum, vase, or other fixture placed on any burial plot where such loss or damage shall be caused by thieves, vandals, accidents, or any act of God. Further, the City will not be responsible for mistakes made in the placement or engraving of any memorial.
- K. Prohibited Monument Materials. In the best interest and in the protection of plot owners, memorials of concrete, artificial wood, tin, iron, porcelain, glass, clay, composite, plastic or any other man-made material will not be permitted to be erected in any City-owned cemetery.
- L. Agreement. Monument builders and contractors erecting any monuments, markers, memorials, foundations, and other similar things in the cemetery, must agree to do so in conformity with the cemetery requirements and in accordance with the Trade Standard of proper methods of handling and setting same. If any fault which results from any improper setting develops within five (5) years of the date of placement in the cemetery, such fault will be rectified by the builder or contractor without cost to the cemetery.
- M. Corner Markers. Lot corner markers or family plot markers shall be made of monumental stone of the same kind as the monument and placed flush with grade. All such items must be set by an authorized bonded contractor or dealer.
- N. Outside Workmen. All workmen employed by outside contractors or firms are subject to the regulations of the cemetery while working within the cemetery.

Section 11 - Decorations.

- A. Allowed Decorations. No person shall place upon any burial plot anything other than flowers, wreaths, flags, or other temporary decorations and such receptacles except as provided in this section.
- B. Lost Decorations. The City shall not be held liable for lost, misplaced or broken decorations or flower vases or for damage caused by the elements, thieves, vandals, or by causes reasonably beyond its control. The City reserves the right to regulate the method of decorating lots and the right to regulate decoration so that a uniform beauty may be maintained.
- C. Prohibited Articles and Receptacles. Any fragile materials, tin cans, glass jars, ceramic figurines, and pottery, etc., or other temporary container that does not conform to the surroundings, are prohibited. The placing of any box, can, shell, toy, ornament, sign, plant hanger, pole or staff, card, or other similar article upon any grave shall not be

permitted (without permission of the City Manager) to remain on a plot site longer than two (2) weeks due to safety and maintenance concerns. These items are allowed only during Memorial Day, Thanksgiving, Christmas, Easter, or the deceased's birthday, and are limited to two (2) such items per plot at any time. If any of the above articles are placed on a plot not conforming to the above guidelines, or become unsightly or unkept, the cemetery reserves the right to remove them without notice to the owner. Neither the City nor its employees shall be liable in any way for removal of any of the above articles. No concrete, gravel, stone, or brick paths, or artificial walks will be permitted. Copper, brass, aluminum, concrete, marble, fiberglass, redwood, or comparable material will be acceptable for planters and vases. The cemetery reserves the right to regulate the decoration of plots to insure that beauty can be maintained and proper maintenance can take place.

- D. Rubbish Receptacles Provided. The throwing of rubbish anywhere within the cemetery is prohibited.
- E. Erection of Fences, Copings, Hedges, Etc., Prohibited. No person shall erect a fence, coping, corner-post, hedge, or other boundary marker upon any plot, lot, or block.
- F. Potted Plants and Flowers. Potted plants will be allowed to remain as grave decoration as long as they remain in good appearance and as long as they are placed on or near the headstone and do not obstruct the general maintenance of the cemetery. Cut flowers are allowed at all times but must be in acceptable containers and will be removed when they become unsightly. The cemetery assumes no responsibility for the maintenance of private plantings and reserves the right to remove or modify these plantings at any time and for any purpose.
- G. Memorial Day Decorations. All temporary decorations and artificial flowers assembled on the grass or plots shall be picked up starting two weeks after Memorial Day. These flowers and decorations will be stored for two weeks at the Cemetery Garage before being discarded. Cemetery vases and cans sold by local florists and retailers will be allowed for this two week period only. Neither the City nor its employees shall be liable in any way for removal of any of the above articles.
- H. Christmas Decorations. Winter decorations, Christmas wreaths and grave blankets placed on plots within the cemetery may be permitted to remain from December 1 through March 1. Neither the City nor its employees shall be liable in any way for removal of any of the above articles.

Section 12 - Miscellaneous Restrictions.

- A. Improper Assemblages. The City Manager shall have the power to prevent improper assemblages and boisterous and unseemly conduct. The City Manager shall have the power to enforce all ordinances, rules, and regulations pertaining to the cemetery and to exclude from the cemetery any person or persons found in violation thereof. The City

Manager shall have charge of the cemetery grounds and buildings and at all times shall have supervision and control over all persons in the cemetery.

- B. Intoxicating Liquors Prohibited. The bringing of intoxicating liquors into any cemetery is strictly forbidden.
- C. Children Restrictions. Children under fifteen (15) years of age will not be permitted in the cemetery unless accompanied by an adult or unless given prior permission by the City Manager.
- D. Traffic and Safety Regulations. It shall be unlawful for any person to drive at a greater speed than fifteen (15) miles per hour in the cemetery. No heavy trucks or vehicles with heavy loads will be permitted in the cemetery without first obtaining the permission of the City Manager.
- E. Damaging Cemetery Property Prohibited. The penalty for any person who shall injure, deface, or otherwise damage or remove any headstone, urn, monument, tree, shrub, flower, funeral flowers, floral pieces, vase, or other property in any cemetery shall be as provided by any applicable laws.
- F. Notices or Advertisements. No signs, notices or advertisements, other than those created by the City related to cemetery business, shall be permitted within the cemetery grounds.
- G. Noise Restrictions. During funeral services all construction, loud talking, or other activity on cemetery property that might interfere with services is prohibited.
- H. Improprieties. All persons in the cemeteries shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the cemeteries and with respect for other persons and for property within the cemeteries.
- I. Firearms. Except for firearms used in connection with the ceremonies of the military burial, none shall be permitted in the cemetery without special written consent of the City Manager.

Section 13 - Errors, Amendments, Exceptions

- A. Errors. The City Manager shall have the right to correct any errors that may be made by him, or his employees, either in making interments, disinterments and removals, or in the description, transfer, and conveyance of any interment property. This may be done either by directing the canceling of such conveyance and substituting a conveying in lieu thereof other interment property of equal value or by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the City reserves the right to remove and transfer such remains so interred to such other property of equal value and similar locations as may be substituted in lieu thereof. The City Manager shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or where

there has been a failure to comply with the ordinance or these rules and regulations. The City Manager shall be under no duty to recognize any protest of interment unless they are in writing and filed in the Office of the City Manager.

- B. Amendments. The City may choose, and hereby expressly reserves the right to adopt new rules or regulations or to amend, alter and/or repeal any rule, regulation, article, section, paragraph or sentence in these rules and regulations. Such new or amended rules and regulations shall be binding on the right of interment owners of all lots and burial spaces regardless of the date such right of interment owner acquired the right of interment. These rules and regulations, having been adopted by resolution of the City Council, may only be amended by adoption of a subsequent resolution.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City, therefore, reserves the right for the City Manager to, without notice, make exceptions, suspensions or modifications in any of these rules or regulations, when, in his/her judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application or enforcement of these rules and regulations.

BE IT FURTHER RESOLVED: That this resolution shall become effective

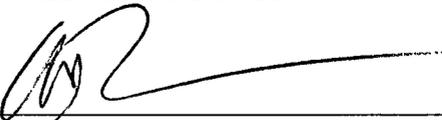
_____.

BE IT FURTHER RESOLVED: That resolution No. 15-10 is hereby rescinded.

PASSED, APPROVED AND ADOPTED this _____ day of _____,

_____.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: General Service Contract with Rocky Mountain Power
Electrical Service for Fire Station No. 6, Project No. 15-06

Recommendation:

That Council, by resolution, authorize a General Service Contract with Rocky Mountain Power to provide electrical service for the new Casper Fire Station No. 6 in the amount of \$12,557.00.

Summary:

Construction is to begin for the new Casper Fire Station No. 6 at 185 Valley Drive. The operation of the new facility requires new electrical service. Rocky Mountain Power has provided a total cost of \$12,557.00 for 120/208-volt, three phase electrical service to the fire station. This cost, and the terms under which power will be supplied, are outlined in the General Service Contract.

Funding will be from Optional One Cent #15 Sales Tax funds allocated to Fire Station No. 6.

The Contract and resolution are prepared for Council's consideration.

(WY (Casper) Apr2014)
Account #:60445507.008
Service ID #:649610605.001
Monthly

Jeri Leach
C/C: 11331
Request #: 6155842
Contract #:

**ROCKY MOUNTAIN POWER
and
CITY OF CASPER
GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)**

This General Service Contract ("Contract"), dated **March 17, 2016**, is between Rocky Mountain Power ("Company"), whose address is **2840 E. Yellowstone Hwy**, and the **City of Casper** ("Customer"), whose address is **200 N. David Street**, for electric service for Customer's **fire station** operation ("Facility") at or near **185 Valley Drive**, Casper, Wyoming.

The Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Wyoming Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide **120/208-volt**, three-phase electrical service to the Customer's Facility.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be **86 kVA** (diversified, based on Customer's submitted load prior to the signing of this Contract). After 60 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 60 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest **\$13,685.00** (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of **\$0.00**, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$12,807.00, and the **balance due is \$12,807.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Paid Costs if additional customers connect to the

Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund twenty percent (20%) of the refundable Customer Paid Costs allocable to the **shared** Improvements for each of four (4) additional customers. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

X **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250** and **waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$12,557.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) **\$215.19** (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. **25** and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Term.** This Contract becomes effective when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults for reasons other than those stated in Section 10. **City of Casper Special Provisions**, c) Availability of Funds (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the five-year term.

6. **Payments.** All bills shall be paid in accordance with the provisions contained in Wyoming State Statute 16-6-602, the City of Casper, and Rocky Mountain Power's Rule 8 policies and procedures. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. PacifiCorp shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund PacifiCorp determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

7. **Customer Obligations.** Customer agrees to:
 - a) Reimburse all expenses to Company including labor and associated expense and fees in obtaining and preparing Rights of Way acceptable to Company, using Company's standard forms. Company will invoice Customer after construction is complete for the Rights of Way expenses, and

b) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Effective. This Contract will expire unless you:

- a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and
- b) Are ready to receive service within 150 days of the Customer signature date below.

9. Special Provisions: None

10. City of Casper Special Provisions:

- a) Ambiguities. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to rights and immunities of the Customer under the Wyoming Governmental Claims Act Shall be construed in the favor of the rights and immunities provide thereunder.
- b) Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Company shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Customer.
- c) Availability of Funds. Each payment obligation of the Customer is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Company, the contract may be terminated by the Customer at the end of the period for which the funds are available. The Customer shall notify the Company at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Customer to terminate this Contract to acquire similar services from another party
- d) Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, or delivery in person.
- e) Sovereign Immunity. The City of Casper 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 of Casper specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- f) 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 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 provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- g) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

- 11. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

- 12. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts executed in and to be wholly performed in Wyoming by persons domiciled in the State of Wyoming. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Wyoming, or state courts of the State of Wyoming, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 13. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

14. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

CITY OF CASPER

By _____
signature
Daniel Sandoval Mayer - City of
NAME (type or print legibly) TITLE
Casper

DATE

Customer's Mailing Address for Executed Contract

Jason Knopp
ATTENTION OF
200 N. David
ADDRESS
Casper, WY 82601
CITY, STATE, ZIP

ROCKY MOUNTAIN POWER

By _____
signature
Robert Collier Ops Mgr
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

2840 E. Yellowstone Hwy
ADDRESS
Casper, WY 82609
CITY, STATE, ZIP

APPROVAL AS TO FORM

I have reviewed the attached *Rocky Mountain Power and City of Casper General Service Contract (1000 KVA or Less)*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: April 5, 2016

A handwritten signature in cursive script, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III
Assistant City Attorney

RESOLUTION NO.16-100

A RESOLUTION AUTHORIZING A GENERAL SERVICE CONTRACT WITH ROCKY MOUNTAIN POWER FOR ELECTRICAL SERVICE FOR THE CASPER FIRE STATION NO. 6.

WHEREAS, the City of Casper is constructing a new Casper Fire Station No. 6; and,

WHEREAS, construction requires new electrical service; and,

WHEREAS, Rocky Mountain Power requires the execution of a General Service Contract to provide electrical service to the site in the amount of Thirteen Thousand Six Hundred Eighty-Five and 00/100 Dollars (\$13,685.00).

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 General Service Contract with Rocky Mountain Power for electrical service for the Casper Fire Station No. 6, more particularly described in said General Service Contract, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Acceptance Certificate to the Cooperative Agreement with Wyoming Department of Transportation for the Robertson Road Project, No. 11-60

Recommendation:

That Council, by resolution, authorize Form LP-3, Acceptance Certificate to the Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for the Robertson Road Project, No. 11-60.

Summary:

The City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation in March 2012 for the reconstruction of Robertson Road from the Green Valley Mobile Home Subdivision to the intersection with Poison Spider Road.

City staff has reviewed the construction and finds it complete and ready for acceptance. WYDOT submitted Form LP-3, Acceptance Certificate, indicating that all work has been completed and the project is ready for acceptance. Form LP-3 requires authorization by the City Council and the signature of the Mayor. A fully executed copy will be returned from WYDOT for the City's records.

A resolution is prepared for Council's consideration.

WYOMING DEPARTMENT OF TRANSPORTATION

Acceptance Certificate

City of Casper

hereby accepts Wyoming Transportation Project ARSC1-4131A01, Casper Streets
(Robertson Road)

this _____ day of _____, 20____, as completed in accordance
with plans and specifications prepared by the Wyoming Department of Transportation.

District Engineer
Wyoming Department of Transportation

Mayor or Chairman

Daniel Sandoval
Print Name
Mayor - City of Casper

RESOLUTION NO.16-101

A RESOLUTION AUTHORIZING FORM LP-3, ACCEPTANCE CERTIFICATE, FROM THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION SERVICES RELATED TO THE ROBERTSON ROAD PROJECT.

WHEREAS, the City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation for the reconstruction of Robertson Road from the Green Valley Mobile Home Subdivision to Poison Spider Road; and,

WHEREAS, the City of Casper desires to accept the completed work for the Robertson Road Project, No. 11-60 State Project ARSCT 0.00 4131A01; and,

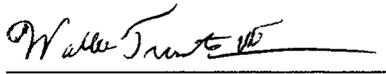
WHEREAS, the Wyoming Department of Transportation has confirmed the completion of the work for the Robertson Road Project, No. 11-60 State Project ARSCT 0.00 4131A01; and,

WHEREAS, the Wyoming Department of Transportation has provided Form LP-3, Acceptance Certificate, for authorization from the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute Form LP-3, Acceptance Certificate to the Wyoming Department of Transportation accepting work as completed for the Robertson Road 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

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Jason Knopp, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Agreement with Eaton Sales & Service, LLC
Casper Service Center Fuel Tank Replacements, Project No. 14-75

Recommendation:

That Council, by resolution, authorize an agreement with Eaton Sales & Service, LLC, for construction of the Casper Service Center Fuel Tank Replacements, Project No. 14-75, for the base bid amount of \$348,238.25. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$51,761.75, for a total project amount of \$400,000.

Summary:

On March 29, 2016, bids were received from three (3) contractors for construction of the Casper Service Center Fuel Tank Replacements Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Eaton Sales & Service, LLC	Casper, Wyoming	\$348,238.25
Fuel Management Solutions, Inc.	Cheyenne, Wyoming	\$391,887.38
C-Bar-K Petroleum Services, LLC	Sheridan, Wyoming	\$437,506.00

The Engineering Office estimate for the project was \$404,422. The bid from Fuel Management Solutions, Inc. was disqualified because the required Bid Form was not submitted and signed with the bid. By state statute, in-state bidders receive a five percent (5%) bid preference. The bid from Eaton Sales & Service, LLC was technically entered as a non-resident bid because the company is not registered with the State of Wyoming and is based in Colorado. However, their bid is more than five percent (5%) below all other bids and is, therefore, recommended for award.

The City of Casper supplies vehicles with unleaded and diesel fuel from its maintenance facility, the Casper Service Center, at 1800 East K Street. The existing underground fuel tanks are approximately 30 years old, located in an area of extremely high groundwater, and have shown signs of fatigue in recent years with one occurrence of a leak alarm being set off.

The new tanks will be Above-ground Storage Tanks (AST's) with new piping and accessories. Plans for the project include a better fleet traffic flow through the facility, new concrete islands at the dispensers for fuel containment, and upgrades to the electrical controls and monitoring system. Construction of the improvements is to be completed by October 28, 2016.

Funding for the project was budgeted in Fiscal Year 2015 from Garage Reserves for improvements other than buildings.

The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Eaton Sales & Service, LLC, 920 East C Street, Casper, WY 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace two diesel and one unleaded fuel storage tanks at the Casper Service Center; and,

WHEREAS, Eaton Sales & Service, LLC, is able and willing to provide those services specified as the City of Casper, Casper Service Center Fuel Tank Replacements, Project 14-75.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Casper Service Center Fuel Tank Replacements, Project 14-75.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, 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 October 14, 2016, and completed and ready for final payment in accordance with Article 14 of the General Conditions by October 28, 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 the 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 One Hundred Dollars (\$100.00) 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 Forty-Eight Thousand Two Hundred Thirty-Eight and 25/100 Dollars (\$348,238.25), 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 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 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 test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional

examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

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 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive, and BS-1)
- 8.4 Addenda No. 1,2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.

- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: Casper Service Center Fuel Tank Replacements – Sheets 1 – 3

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(the rest of this page intentionally left blank)

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

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:

(Casper Service Center Fuel Tank Replacements, Project 14-75)

Walker Street

ATTEST:	CONTRACTOR: <u>Eaton Sales & Service, LLC</u> <u>920 East C Street</u> <u>Casper, WY 82601</u>
---------	---

By: _____ By: _____

Title: _____ Title: _____

ATTEST:	OWNER: CITY OF CASPER, WYOMING A Municipal Corporation
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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
**Casper Service Center Fuel Tank Replacements
Project No. 14-75**

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 **October 14, 2016**, and completed and ready for final payment not later than **October 28, 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 17-7-101, 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>3-15-2014</u>
Addendum No. <u>2</u>	Dated <u>3-17-2016</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

BF-1

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: \$ 348,238.25
TOTAL BASE BID, IN WORDS: Three hundred forty eight thousand, two hundred thirty eight dollars and twenty five cents DOLLARS.

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

Address of Bidder: Eaton Sales & Service
920 E. C St.
Casper, WY 82401

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 March 28, 2016.

Bidder is bidding as a Non-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)

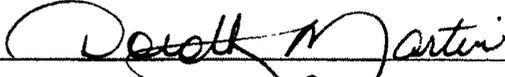
Business Address: _____

Phone Number: _____

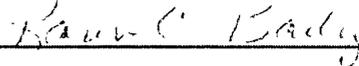
A CORPORATION OR LIMITED LIABILITY COMPANY

By: EATON SALES + SERVICE LLC (seal)
(Corporation's or Limited Liability Company's Name)

COLORADO
(State of Incorporation or Organization)

By:  (seal)
Vice President
(Title)

(Seal) _____

Attest: 

Business Address: 4800 YORK
DENVER CO 80216

Phone Number: 303-296-4800

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 SERVICE CENTER FUEL TANK REPLACEMENTS
 Project No. 14-75

Bid Date: March 29, 2016

COMPANY NAME: Eaton Sales & Service

ADDRESS: 920 East C St., Casper WY 82601

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

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

LF = Linear Feet F&I = Furnish and Install
 CY = Cubic Yard EA = Each

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	3167-	3167-
2	Remove & Decommission Existing Tanks	EA	3	2944-	8832-
3	F&I Foundation Material	CY	100	58.33	5833-
4	F&I Select Backfill	CY	100	38.89	3889-
5	Remove Existing 4'x53' Concrete Raised Islands	EA	2	1138.89	2277.78
6	F&I New 4'x8' Concrete Raised Island Forms	EA	6	974-	5844.00
7	Remove 10" Thick Concrete Driveway Pad (5" Base)	SF	3300	1.61	5313.00
8	F&I Separation/Stabilization Fabric	SF	3300	.28	924.00
9	F&I 10" Thick Concrete Tank Pad (5" Base)	SF	1485	11.62	17,255.70
10	F&I 6" Thick Asphalt Driveway (9" Base)	SF	1815	8.33	15,118.95
11	F&I 6" Diameter Bollards	EA	68	189.61	12,893.48
12	R&R Light Poles & Bases	EA	2	1333.00	2666.66
13	F&I 6,000-Gallon Unleaded Fuel AST*	EA	2	28,340.43	56,680.86
14	F&I 6,000-Gallon Diesel Fuel AST*	EA	2	28,340.43	56,680.86
15	F&I 1,000-Gallon Diesel Exhaust Fluid AST*	EA	1	28,694.52	28,694.52
16	R&R Product Piping & Dispenser Sumps	LS	1	38,000.93	38,000.93
17	R&R 10" Thick Concrete for Islands 4'x53' (5" Base)	SF	225	25.68	5778.00
18	R&R 10" Thick Concrete as Piping Trench Patch (5" Base)	LF	120	13.98	12,477.60
19	R&R 6" Thick Asphalt as Piping Trench Patch (9" Base)	LF	60	40.00	2,400.00
20	F&I Veeder-Root Monitoring System Upgrades	LS	1	18,275.56	18,275.56
21	F&I Electrical & Communications Modifications/Upgrades	LS	1	46,235.55	46,235.55
TOTAL BASE BID					349,238.25

*AST - Above-ground Storage Tank

C exception notes



Eaton Sales & Service, LLC

SALES SERVICE INSTALLATION
Ph: 307-234-4222 Fax: 307-577-1974

EXCEPTIONS TO BID SPECIFICATIONS 14-75

- OK Item #3 Foundation material. Specifications call for 3 inch pit run which is not available in Casper. Substituted (1-3 inch washed rock) which is available locally.
- OK Item #6 & 7. Specifications call for 6000 gallon Con Vault UL2085 tanks. Supplied tanks will be (6000 gallon round Fireguard UL2085 tanks.)

Products are checked and
accepted as a comparable
equal.

Scott K. Baxter

RESOLUTION NO. 16-102

A RESOLUTION AUTHORIZING AN AGREEMENT WITH EATON SALES & SERVICE, LLC, FOR THE CASPER SERVICE CENTER FUEL TANK REPLACEMENTS, PROJECT NO.14-75.

WHEREAS, the City of Casper desires to replace two diesel and one unleaded fuel storage tanks at the Casper Service Center; and,

WHEREAS, Eaton Sales & Service, LLC, is able and willing to provide those services specified as the Casper Service Center Fuel Tank Replacements, Project 14-75; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000.00), 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 Eaton Sales & Service, LLC, for those services, in the amount of Three Hundred Forty-Eight Thousand Two Hundred Thirty-Eight and 25/100 Dollars (\$348,238.25).

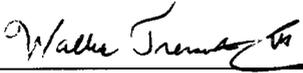
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Forty-Eight Thousand Two Hundred Thirty-Eight and 25/100 Dollars (\$348,238.25), and Fifty-One Thousand Seven Hundred Sixty-One and 75/100 Dollars (\$51,761.75) for a construction contingency account, for a total price of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00), 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:

(Casper Service Center Fuel Tank Replacements, Project 14-75)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
David W. Hill, P.E., Public Utilities Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Easements for East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, accept five (5) 30-foot right-of-way easements from landowners in East Casper in the amount of \$11,203.79, as part of the East Casper Zone III Water System Improvements Project.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

The five right-of-way easements are necessary for the installation of a 16-inch water transmission main across land from Casper Mountain Road to Southeast Wyoming Boulevard, approximately 10,120 linear feet. Easement negotiations continue with four additional property owners and will be presented to Council at a later date. The table below shows the associated compensations determined from assessed land values and approximate acquired land areas.

LANDOWNER	EASEMENT COMPENSATION	ACRES
Church of the Holy Family	\$1,170.80	0.59
Faith Assembly of God Church	\$1,912.32	0.85
F. Miles Hartung	\$ 500.00	0.46
Galles Stables Partnership	\$4,520.40	2.82
William S. Hansuld & Tia Hansuld	\$3,100.27	2.05
TOTAL	\$11,203.79	

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Five easements and resolutions are prepared for Council's consideration.

RIGHT OF WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. The Church of the Holy Family, a Wyoming Corporation- non profit, whose address is 5018 Alcova Route, Box 18, Casper, Wyoming, 82604 (herein referred to as "Grantors"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A" and as depicted on EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantee, at its cost, shall take reasonable safety measures to reduce the risk of damage to property and personal injury on the Easement Property.

4. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

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

6. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2016.

APPROVED AS TO FORM:



GRANTORS: The Church of the Holy Family:

CITY OF CASPER:

Name: Johnny E. Becker
Title: Sr. Warden
Name: _____
Title: _____

By: _____
Name: Daniel Sandoval
Title: Mayor - City of Casper

Attest:

By: _____
Name: Tracey L. Belser
Title: City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 4th day of December, 2015 by Johnny E. Becker as the Sr. Warden of Church of the Holy Family

(Seal, if any)

James F. Jones
(Signature of notarial officer)

[My Commission Expires: Mar 28, 2016]

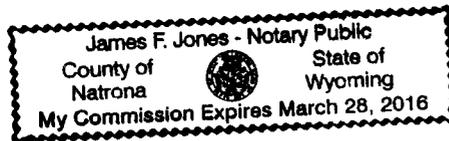


EXHIBIT "A"

Legal Description – Water Line Easement

The Church of the Holy Family

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of the NW¼SE¼ of Section 21, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found aluminum cap located at the southeast corner of a parcel of land deeded to The Church of the Holy Family, A Wyoming Corporation-non profit, as recorded as Instrument No. 354863;

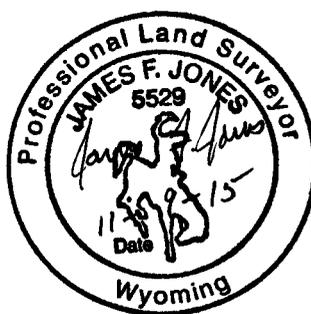
Thence S.89°09'38"W., along the south line of said Church of the Holy Family parcel of land, 15.00 feet to the Point of Beginning of this legal description, said point lies on the south line of said parcel of land;

Thence N.00°44'59"W., along a line that is 15.00 feet west of and parallel with the east line of said parcel of land, 849.96 feet to the Point of Termination of this legal description, said point lies on the north line of said parcel of land, from which a found aluminum cap marking the northeast corner of said parcel of land bears N.89°07'16"E, 15.00 feet .

The above described strip of land contains 0.59 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction easement will be required, being located 30.00 feet west of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



WILLIAM HANSULD

N89° 07' 16"E
15.00'

AC

AC
C-E 1/8 S.21

P.O.T.

15.0'

30.0'

N0° 44' 59"W
849.96'

CHURCH
OF THE
HOLY FAMILY
INST. NO. 354863

MILES HARTUNG
INST. NO. 656778

BRADLEY
BARCLAY
ST. NO. 765060

30.00' PERPETUAL
EASEMENT

30.00' TEMPORARY
CONSTRUCTION EASEMENT

P.O.B.

AC

AC

S89° 09' 38"W
15.00'

MILES HARTUNG INST. NO. 656778

LEGEND



30' PERPETUAL EASEMENT



30' TEMPORARY
CONSTRUCTION EASEMENT



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



170

Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
CHURCH OF THE HOLY FAMILY

NW 1/4 SE 1/4 Sec. 21, T.33N., R.79W.
Natrona County, Wyoming

11/2/2015
W.O. 14-066

M:\Land 2014\Engr_Dwg\14-066 East Z3\Survey Plats\Easements\EASEMENT BASE.dwg, 4/28/2015, Jim

RESOLUTION NO. 16-103

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH THE CHURCH OF THE HOLY FAMILY, FOR THE NEW WATER TRANSMISSION MAIN FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 21,300 linear feet of new 16-inch water transmission main from land north of Southeast Wyoming Boulevard from 4041 Casper Mountain Road to 2288 Kingsbury Drive as part of the East Casper Zone 3 Water System Improvements Project; and,

WHEREAS, approval of right-of-way easement with The Church of the Holy Family will allow approximately 850 feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with The Church of the Holy Family requires compensation in the amount of One Thousand One Hundred Seventy and 80/100 Dollars (\$1,170.80).

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, 850-foot right-of-way easement with The Church of the Holy Family for the East Casper Zone 3 Water System Improvements Project, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
David W. Hill, P.E., Public Utilities Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Easements for East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, accept five (5) 30-foot right-of-way easements from landowners in East Casper in the amount of \$11,203.79, as part of the East Casper Zone III Water System Improvements Project.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

The five right-of-way easements are necessary for the installation of a 16-inch water transmission main across land from Casper Mountain Road to Southeast Wyoming Boulevard, approximately 10,120 linear feet. Easement negotiations continue with four additional property owners and will be presented to Council at a later date. The table below shows the associated compensations determined from assessed land values and approximate acquired land areas.

LANDOWNER	EASEMENT COMPENSATION	ACRES
Church of the Holy Family	\$1,170.80	0.59
Faith Assembly of God Church	\$1,912.32	0.85
F. Miles Hartung	\$ 500.00	0.46
Galles Stables Partnership	\$4,520.40	2.82
William S. Hansuld & Tia Hansuld	\$3,100.27	2.05
TOTAL	\$11,203.79	

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Five easements and resolutions are prepared for Council's consideration.

RIGHT OF WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Faith Assembly of God Church, whose principal offices are located at 4301 Casper Mountain Road, Casper, Wyoming 82601 (herein referred to as "Grantor"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the City of Casper and County of Natrona, Wyoming and legally described on EXHIBIT "A" and as depicted on EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantee, at its cost, shall take reasonable safety measures to reduce the risk of damage to property and personal injury on the Easement Property.

4. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

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

6. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2016.

APPROVED AS TO FORM:



GRANTOR:

GRANTEE:

FAITH ASSEMBLY OF GOD CHURCH:

CITY OF CASPER:

By: [Signature]
Name: CRAIG MELLENDORF
Title: PRESIDENT

By: _____
Name: Daniel Sandoval
Title: Mayor - City of Casper

Attest:

By: _____
Name: Tracey L. Belser
Title: City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

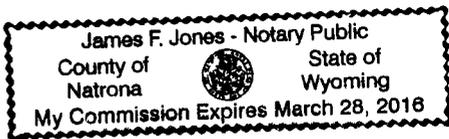
(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 17th day of December, 2015 by Craig Mellendorf as the President of Faith Assembly of God Church.

(Seal, if any)



[Signature]
(Signature of notarial officer)

[My Commission Expires: Mar. 28 2016]

EXHIBIT "A"

Legal Description – Water Line Easement

Faith Assembly of God Church

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of Lot 2 of the Faith Assembly Addition Amended Plat recorded a Instrument No. 751452, and located in the NE¼SE¼ of Section 21, T.33N., R.79W., 6th P.M., City of Casper, Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found brass cap marking the northwest corner of said Faith Assembly Addition, said point being located on the easterly right-of-way line of Casper Mountain Road;

Thence S.10°55'51"E., along the westerly line of Lot 2 of said Faith Assembly Addition and the easterly line of Casper Mountain Road, 15.24 feet to the Point of Beginning of this legal description;

Thence N.89°10'17"E., along the centerline of the strip of land being described herein, and along a line that is 15.00 feet south of and parallel with the north line of said Lot 2, 275.51 feet to an angle point in said centerline;

Thence N.44°10'17"E., continuing along the centerline of the strip of land being described herein, 84.11 feet to an angle point in said centerline;

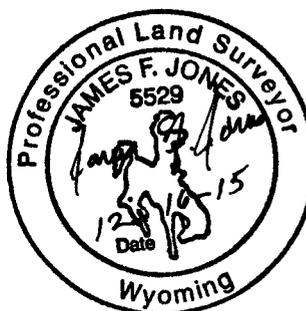
Thence N.89°16'49"E., continuing along the centerline of the strip of land being described herein, and along a line that is 15.00 feet south of and parallel with the north line of said Lot 2 for 305 feet then continuing through said Lot 2, 663.37 feet to an angle point in said centerline, said point lies 15.00 feet west of the east line of said Lot 2;

Thence N.00°40'37"W., continuing along the centerline of the strip of land being described herein, and along a line that is 15.00 feet west of and parallel with the east line of said Lot 2, 214.29 feet to the Point of Termination of this legal description, from which point a found brass cap marking the northeast corner of said Lot 2 bears N.03°17'32"E, 216.71 feet.

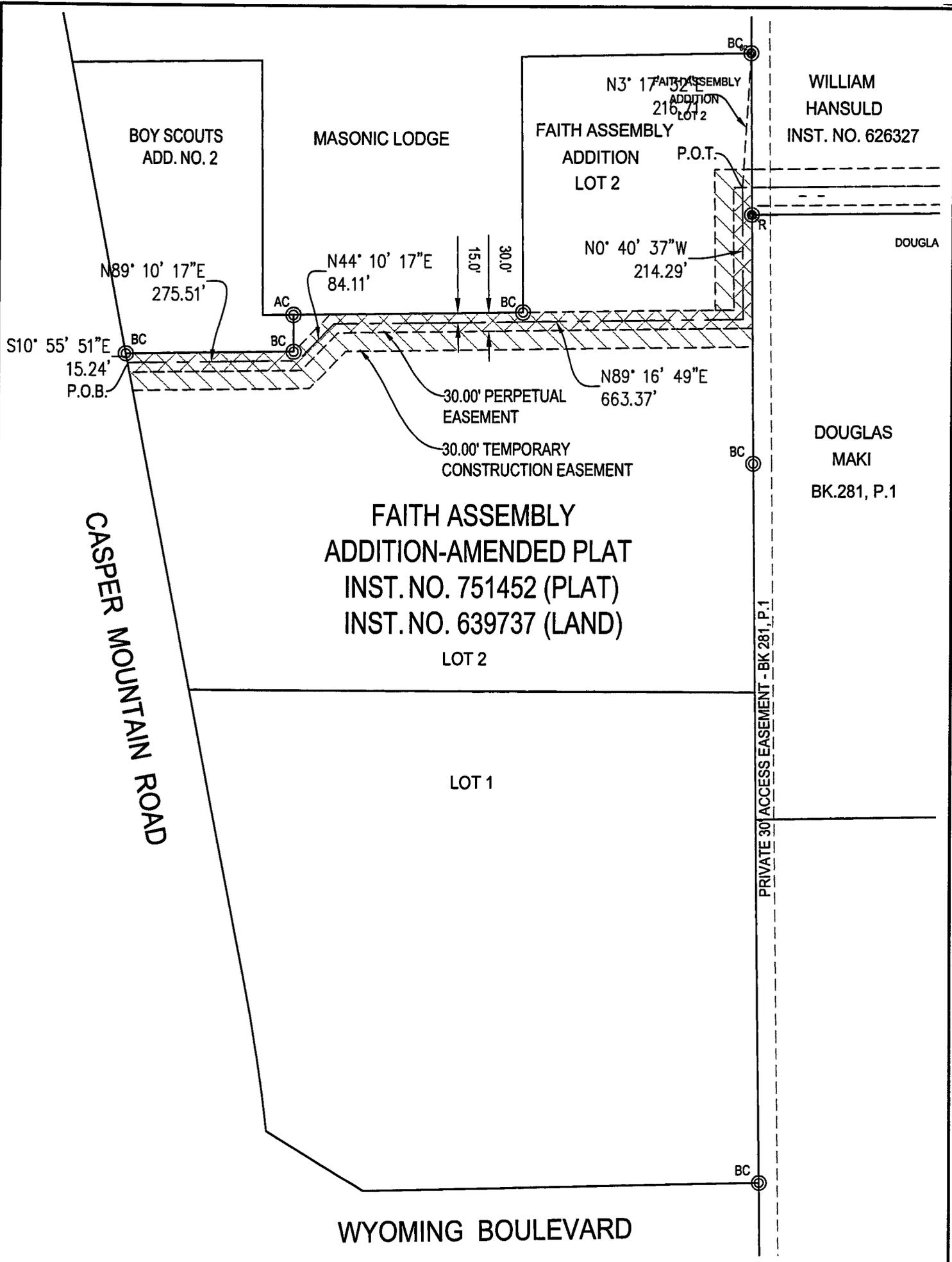
The above described strip of land contains 0.85 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction easement will be required, being located 30.00 feet south of the first 1023 feet of the perpetual easement described above, and 30.00 feet west of the final 214 feet of the perpetual easement as described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



M:\Land 2014\Engr_Dwg\14-066 East Z3\Survey Plots\Easements\EASEMENT BASE.dwg, 4/28/2015, Jim



CASPER MOUNTAIN ROAD

FAITH ASSEMBLY
 ADDITION-AMENDED PLAT
 INST. NO. 751452 (PLAT)
 INST. NO. 639737 (LAND)
 LOT 2

LOT 1

WYOMING BOULEVARD

PRIVATE 30' ACCESS EASEMENT - BK 281, P.1

LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com



Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
FAITH ASSEMBLY OF GOD CHURCH

Lot 2, Faith Assembly Addition
 City of Casper, Wyoming
 10/31/2015
 W.O. 14-066

RESOLUTION NO. 16-104

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH THE FAITH ASSEMBLY OF GOD CHURCH, FOR THE NEW WATER TRANSMISSION MAIN FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 21,300 linear feet of new 16-inch water transmission main from land north of Southeast Wyoming Boulevard from 4041 Casper Mountain Road to 2288 Kingsbury Drive as part of the East Casper Zone 3 Water System Improvements Project; and,

WHEREAS, approval of right-of-way easement with The Faith Assembly of God Church will allow approximately 1,234 feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with The Faith Assembly of God Church requires compensation in the amount of One Thousand Nine Hundred Twelve and 32/100 Dollars (\$1, 912.32).

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, 1,234-foot right-of-way easement with The Faith Assembly of God Church for the East Casper Zone 3 Water System Improvements Project, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
David W. Hill, P.E., Public Utilities Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Easements for East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, accept five (5) 30-foot right-of-way easements from landowners in East Casper in the amount of \$11,203.79, as part of the East Casper Zone III Water System Improvements Project.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

The five right-of-way easements are necessary for the installation of a 16-inch water transmission main across land from Casper Mountain Road to Southeast Wyoming Boulevard, approximately 10,120 linear feet. Easement negotiations continue with four additional property owners and will be presented to Council at a later date. The table below shows the associated compensations determined from assessed land values and approximate acquired land areas.

LANDOWNER	EASEMENT COMPENSATION	ACRES
Church of the Holy Family	\$1,170.80	0.59
Faith Assembly of God Church	\$1,912.32	0.85
F. Miles Hartung	\$ 500.00	0.46
Galles Stables Partnership	\$4,520.40	2.82
William S. Hansuld & Tia Hansuld	\$3,100.27	2.05
TOTAL	\$11,203.79	

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Five easements and resolutions are prepared for Council's consideration.

RIGHT OF WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. F. Miles Hartung, whose address is 4200 SE Wyoming Boulevard, Casper, Wyoming, 82601 (herein referred to as "Grantors"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A" and as depicted on EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantee, at its cost, shall take reasonable safety measures to reduce the risk of damage to property and personal injury on the Easement Property.

4. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

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

6. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2016.

APPROVED AS TO FORM:

Walter Truett

GRANTORS: F. Miles Hartung:

CITY OF CASPER:

Name: F. Miles Hartung
Title: Owner

By: _____
Name: Daniel Sandoval
Title: Mayor - City of Casper

Name: _____
Title: _____

Attest:

By: _____
Name: Tracey L. Belser
Title: City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 7th day of December, 2015 by F. Miles Hartung as the Owner of the subject property and Grantor of this Right of Way Easement.

(Seal, if any)

James F. Jones
(Signature of notarial officer)

[My Commission Expires: Mar 28, 2016]

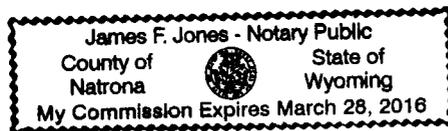


EXHIBIT "A"

Legal Description – Water Line Easement

F. Miles Hartung

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of the NE¼SE¼ of Section 21, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found aluminum cap located at the northwest corner of a parcel of land deeded to F. Miles Hartung as recorded as Instrument No. 697224;

Thence S.00°41'56"E., along the west line of said Hartung parcel, 15.00 feet to the Point of Beginning of this legal description;

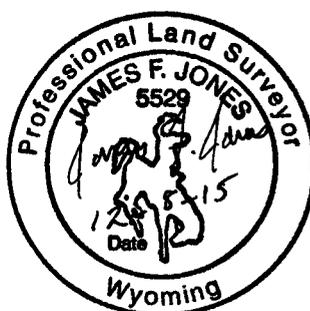
Thence N.89°13'28"E., along a line that is 15.00 feet south of and parallel with the north line of said Hartung parcel, 333.26 feet to an angle point in this legal description;

Thence N.89°09'38"E., continuing along a line that is 15.00 feet south of and parallel with the north line of said Hartung parcel, 333.21 feet to the Point of Termination of this legal description, from which a found aluminum cap marking an interior corner of said Hartung parcel bears N.00°44'59"W, 15.00 feet .

The above described strip of land contains 0.46 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

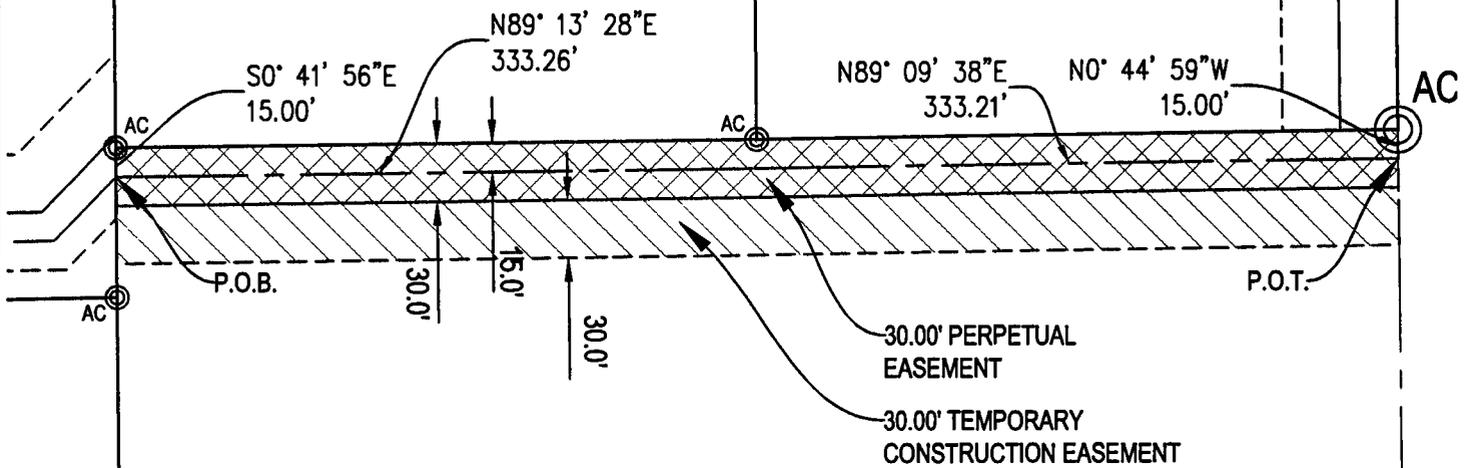
In addition, a 30.00 foot wide temporary construction easement will be required, being located 30.00 feet south of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



BRADLEY
BARCLAY
INST. NO. 765060

CHURCH
OF THE
HOLY FAMILY
INST. NO. 354863



F. MILES HARTUNG
INST. NO. 697224

LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
F. MILES AND L. JEAN HARTUNG

NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21, T.33N., R.79W.
Natrona County, Wyoming

11/2/2015
W.O. 14-066

RESOLUTION NO.16-105

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH F. MILES HARTUNG, FOR THE NEW WATER TRANSMISSION MAIN FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 21,300 linear feet of new 16-inch water transmission main from land north of Southeast Wyoming Boulevard from 4041 Casper Mountain Road to 2288 Kingsbury Drive as part of the East Casper Zone 3 Water System Improvements Project; and,

WHEREAS, approval of right-of-way easement with F. Miles Hartung will allow approximately 666 feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with F. Miles Hartung requires compensation in the amount of Five Hundred and 00/100 Dollars (\$500.00).

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, 666-foot right-of-way easement with F. Miles Hartung for the East Casper Zone 3 Water System Improvements Project, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
David W. Hill, P.E., Public Utilities Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Easements for East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, accept five (5) 30-foot right-of-way easements from landowners in East Casper in the amount of \$11,203.79, as part of the East Casper Zone III Water System Improvements Project.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

The five right-of-way easements are necessary for the installation of a 16-inch water transmission main across land from Casper Mountain Road to Southeast Wyoming Boulevard, approximately 10,120 linear feet. Easement negotiations continue with four additional property owners and will be presented to Council at a later date. The table below shows the associated compensations determined from assessed land values and approximate acquired land areas.

LANDOWNER	EASEMENT COMPENSATION	ACRES
Church of the Holy Family	\$1,170.80	0.59
Faith Assembly of God Church	\$1,912.32	0.85
F. Miles Hartung	\$ 500.00	0.46
Galles Stables Partnership	\$4,520.40	2.82
William S. Hansuld & Tia Hansuld	\$3,100.27	2.05
TOTAL	\$11,203.79	

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Five easements and resolutions are prepared for Council's consideration.

RIGHT OF WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Galles Stables Partnership, whose address is 3332 Allendale Boulevard, Casper, Wyoming, 82601 (herein referred to as "Grantors"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A", and as depicted on EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantee, at its cost, shall take reasonable safety measures to reduce the risk of damage to property and personal injury on the Easement Property.

4. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

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

6. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2016.

APPROVED AS TO FORM:

Walker Tremont

GRANTORS: Galles Stables Partnership: CITY OF CASPER:

Name: Ronald J. Galles
Title: Partner

By: _____
Name: Daniel Sandoval
Title: Mayor - City of Casper

Name: Elizabeth F. Galles
Title: Partner

Attest:

By: _____
Name: Tracey L. Belser
Title: City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

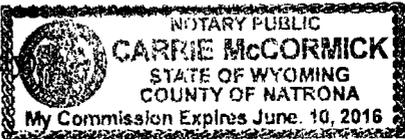
(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 23 day of February, 2016 by Ronald J. Galles as the Partner of Galles Stables Partnership

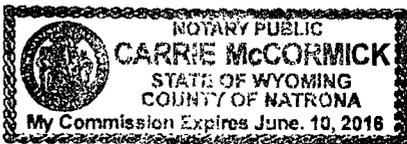
(Seal, if any) 

Cari McCormick
(Signature of notarial officer)

[My Commission Expires: June 10, 2016]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 23 day of February, 2016 by Elizabeth F. Galles as the Partner of Galles Stables Partnership

(Seal, if any) 

Cari McCormick
(Signature of notarial officer)

[My Commission Expires: June 10, 2016]

EXHIBIT "A"

Legal Description – Water Line Easement

Galles Stables Partnership (Inst. No. 606860)

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 22, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found brass cap marking the center $\frac{1}{4}$ corner of said Section 22;

Thence S.37°10'59"W., 702.80 feet to the Point of Beginning of this legal description, being located on the northeasterly line of a 66 foot wide strip of land deeded to Natrona County for Allendale Boulevard as recorded in Instrument No. 374826, said point also being located 15.00 feet south of and perpendicular to the south line of a parcel of land deeded to William Mobley as recorded in Instrument No. 644895;

Thence S.66°18'56"E., along a line that is 15.00 feet south of and parallel with the south line of said Mobley parcel of land, 170.70 feet to an angle point in this centerline description;

Thence N.24°23'01"E., along a line that is 15.00 feet east of and parallel with the east line of said Mobley parcel of land, 673.82 feet to an angle point in this centerline description;

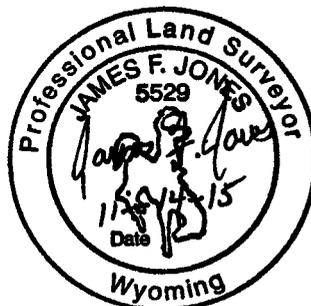
Thence N.88°42'16"E., along a line that is 15.00 feet south of and parallel with the north line of a parcel of land deeded to Galles Stables Partnership as recorded in Instrument No. 606860, said Galles north line being also the north line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 22, 2464.02 feet to an angle point in this centerline description;

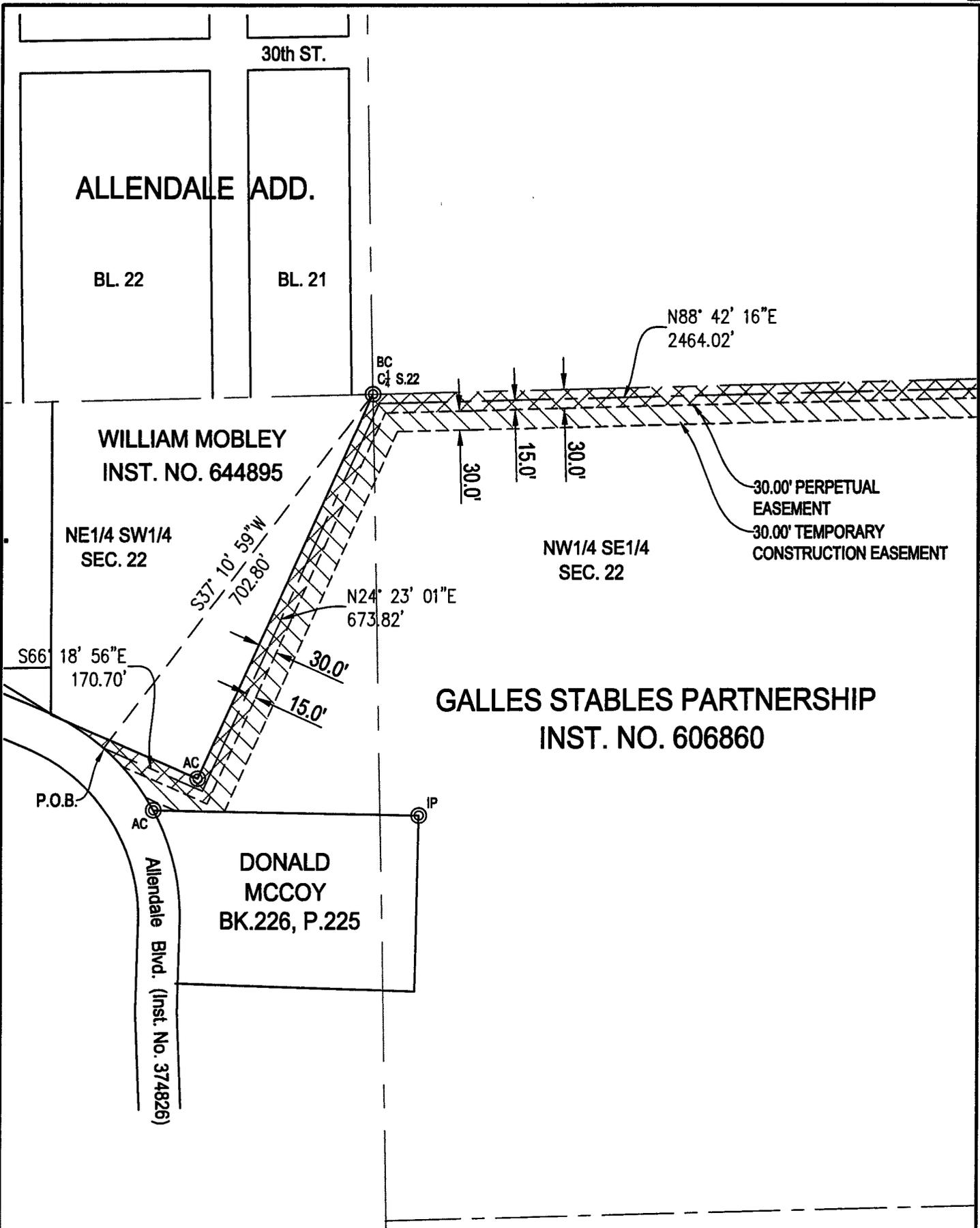
Thence S.00°59'59"E., along a line that is 15.00 feet west of and parallel with the east line of said Galles Stables parcel of land, said east Galles line being also the east line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 22, 787.01 feet to the Point of Termination of this legal description, from which a found bolt marking the S 1/16 corner common to said Section 22 and Section 23 bears S.02°41'01"E, 510.49 feet.

The above described strip of land contains 2.82 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction easement will be required, being located 30.00 feet south of the first 3308.54 feet of the perpetual easement described above, and 30.00 feet west of the final 787.01 feet of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.





LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

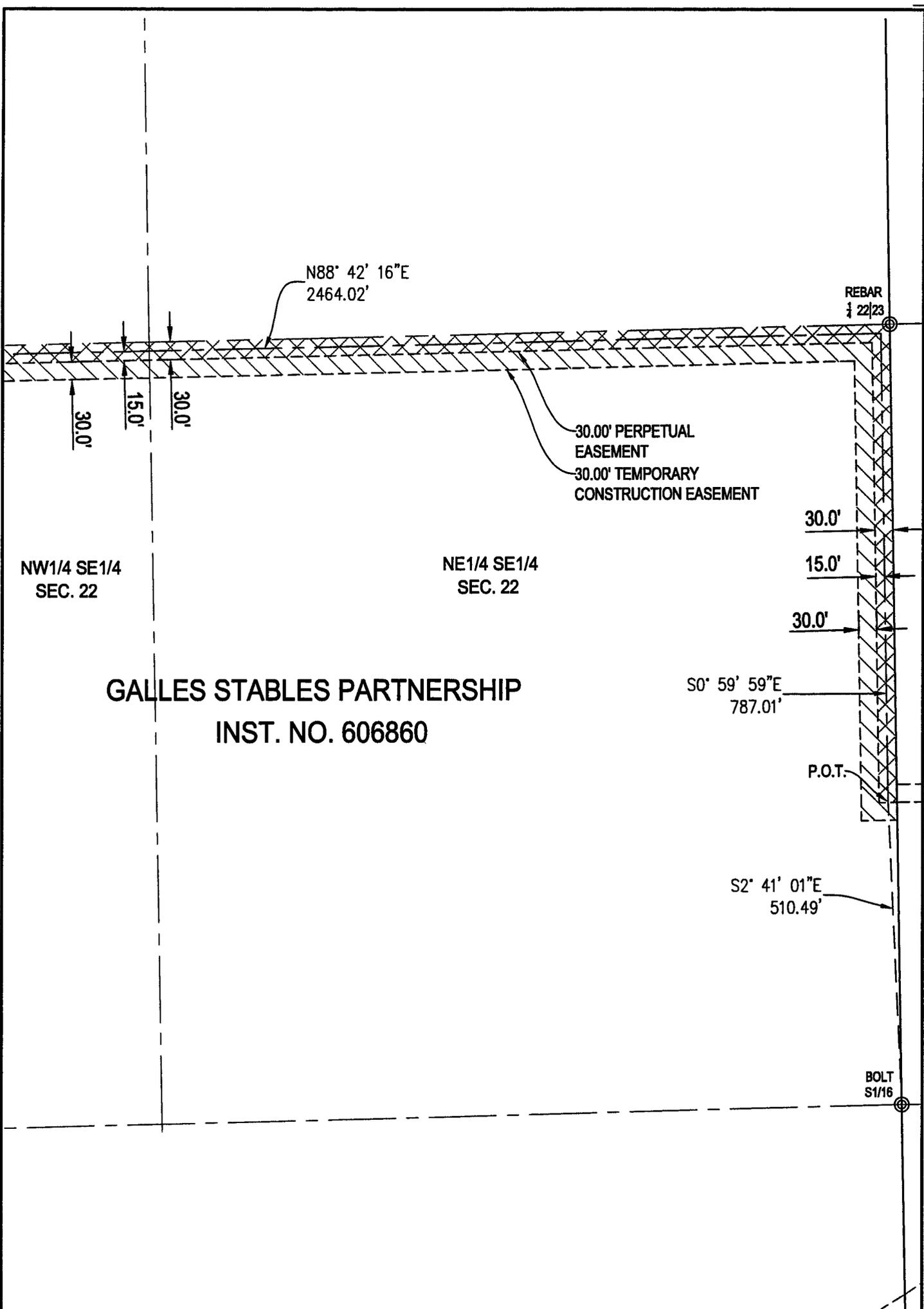


Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
GALLES STABLED

N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 22, T.33N., R.79W.
 Natrona County, Wyoming
 11/11/2015
 W.O. 14-066
 PAGE 1 OF 2

M:\Lond 2014\Engr_Dwg\14-066 East Z3\Survey Plats\Easements\EASEMENT BASE.dwg, 4/28/2015, Jim

M:\Land 2014\Engr_Dwg\14-066 East Z3\Survey Plats\Easements\EASEMENT BASE.dwg, 4/28/2015, jim



**GALLES STABLES PARTNERSHIP
INST. NO. 606860**

LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT

CEPI
Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

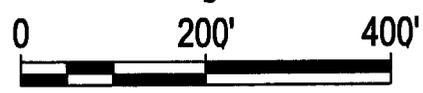


Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
GALLES STABLES
N $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 22, T.33N., R.79W.
Natrona County, Wyoming
11/11/2015
W.O. 14-066
PAGE 2 OF 2

RESOLUTION NO. 16-106

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH GALLES STABLES PARTNERSHIP, FOR THE NEW WATER TRANSMISSION MAIN FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 21,300 linear feet of new 16-inch water transmission main from land north of Southeast Wyoming Boulevard from 4041 Casper Mountain Road to 2288 Kingsbury Drive as part of the East Casper Zone 3 Water System Improvements Project; and,

WHEREAS, approval of right-of-way easement with Galles Stables Partnership will allow approximately 4095 feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with Galles Stables Partnership requires compensation in the amount of Four Thousand Five Hundred Twenty and 40/100 Dollars (\$4,520.40).

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, 4095-foot right-of-way easement with Galles Stables Partnership for the East Casper Zone 3 Water System Improvements Project, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
David W. Hill, P.E., Public Utilities Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Easements for East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, accept five (5) 30-foot right-of-way easements from landowners in East Casper in the amount of \$11,203.79, as part of the East Casper Zone III Water System Improvements Project.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

The five right-of-way easements are necessary for the installation of a 16-inch water transmission main across land from Casper Mountain Road to Southeast Wyoming Boulevard, approximately 10,120 linear feet. Easement negotiations continue with four additional property owners and will be presented to Council at a later date. The table below shows the associated compensations determined from assessed land values and approximate acquired land areas.

LANDOWNER	EASEMENT COMPENSATION	ACRES
Church of the Holy Family	\$1,170.80	0.59
Faith Assembly of God Church	\$1,912.32	0.85
F. Miles Hartung	\$ 500.00	0.46
Galles Stables Partnership	\$4,520.40	2.82
William S. Hansuld & Tia Hansuld	\$3,100.27	2.05
TOTAL	\$11,203.79	

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Five easements and resolutions are prepared for Council's consideration.

RIGHT OF WAY EASEMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. William S. Hansuld and Tia Hansuld, whose address is 680 E. 18th Street, Casper, Wyoming, 82601 (herein referred to as "Grantors"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), three perpetual easements for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBITS "A", "C" and "E", and as depicted on EXHIBITS "B", "D" and "F" attached hereto and hereinafter referred to as the Easement Properties. Grantor also grants the right of access on and along the Easement Properties for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Properties.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Properties to pre-existing conditions, or better.

3. Grantee, at its cost, shall take reasonable safety measures to reduce the risk of damage to property and personal injury on the Easement Properties.

4. Grantor reserves unto itself such rights in the Easement Properties for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Properties to such persons and for such purposes as Grantor may elect.

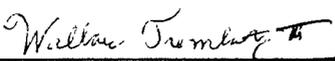
5. Grantee does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Grantee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental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

6. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2016.

APPROVED AS TO FORM:



GRANTORS: William S. Hansuld and Tia Hansuld:

CITY OF CASPER:

Name: William S. Hansuld
Title: _____

Name: Tia Hansuld
Title: _____

By: _____
Name: Daniel Sandoval
Title: Mayor - City of Casper

Attest:

By: _____
Name: Tracey L. Belser
Title: City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

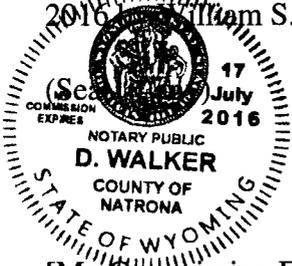
(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 3 day of February, 2016 by William S. Hansuld, Grantor.

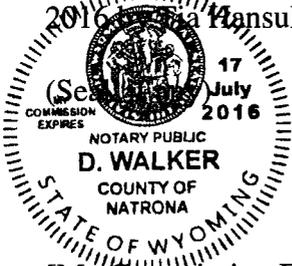


D. Walker
(Signature of notarial officer)

[My Commission Expires: 7-17-16]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 3 day of February, 2016 by Hansuld, Grantor.



D. Walker
(Signature of notarial officer)

[My Commission Expires: 7-17-16]

EXHIBIT "A"

Legal Description – Water Line Easement

William S. and Tia Hansuld (Inst. No. 626327)

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found 5/8-inch rebar located at the southwest corner of a parcel of land deeded to William S. Hansuld and Tia Hansuld as recorded in Instrument No. 626327;

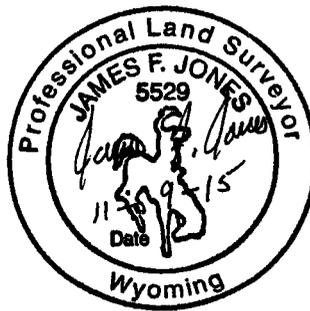
Thence N.00°35'04"W., along the west line of said Hansuld parcel, 15.00 feet to the Point of Beginning of this legal description;

Thence N.89°20'56"E., along a line that is 30.00 feet north of and parallel with the south line of said Hansuld parcel, 350.13 feet to the Point of Termination of this legal description, from which a found 5/8-inch rebar marking the southeast corner of said Hansuld parcel bears S.00°39'04"E, 15.00 feet .

The above described strip of land contains 0.24 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction will be required, being located 30.00 feet north of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



BC- C $\frac{1}{4}$ S.21
SW COR 9 IRON EST.

BC

R

PRIVATE 30' ACCESS EASEMENT - BK 281, P.1

PRIVATE 30' ACCESS EASEMENT - BK 290, P.377

WILLIAM S. &
TIA HANSULD
INST. NO. 626327

PETER
CHOI
BK.290, P.377

FAITH ASSEMBLY
ADDITION
LOT 2

30.00' PERPETUAL
EASEMENT

30.00' TEMPORARY
CONSTRUCTION
EASEMENT

N89° 20' 56"E
350.13'

S0° 39' 04"E
15.00'

P.O.B.

P.O.T.

N0° 35' 04"W
15.00'

BC

R

R

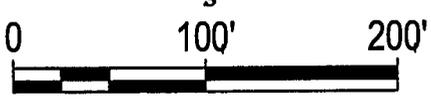
DOUGLAS MAKI BK.281, P.1

LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



195

Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
WILLIAM S. AND TIA HANSULD

W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21, T.33N., R.79W.
Natrona County, Wyoming

11/2/2015
W.O. 14-066

M:\Land 2014\Engr_Dwg\14-066 East Z3\Survey Plats\Easements\EASEMENT BASE.dwg. 4/28/2015, Jim

EXHIBIT "C"

Legal Description – Water Line Easement

William S. and Tia Hansuld (Inst. No. 610182)

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of the S½NE¼ of Section 21, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "D" and more particularly described by metes and bounds as follows:

Commencing at a found aluminum cap marking the C-E1/16 corner of said Section 21;

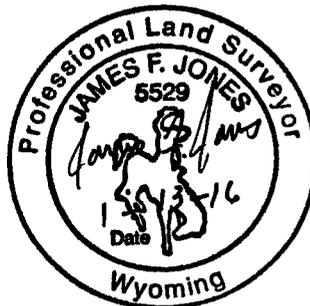
Thence N.64°17'51"W., 33.51 feet to the Point of Beginning of this legal description;

Thence N.89°06'33"E., along a line that is 15.00 feet north of and parallel with the south line of a parcel of land deeded to William S. Hansuld and Tia Hansuld as recorded in Instrument No. 610182, 1361.98 feet to the Point of Termination of this legal description, said point lies on the east line of said Hansuld parcel of land, from which a found brass cap marking the southeast corner of said Hansuld parcel and the east ¼ corner of said Section 21 bears S.00°31'15"E, 15.00 feet .

The above described strip of land contains 0.94 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction easement will be required, being located 30.00 feet north of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



SE1/4NE1/4 SEC. 21

WILLIAM S. & TIA HANSULD
INST. NO. 610182

SW1/4NE1/4 SEC. 21

P.O.B. N64° 17' 51"W
33.51'

30.00' PERPETUAL
EASEMENT
30.00' TEMPORARY
CONSTRUCTION EASEMENT

N89° 06' 33"E
1361.98'

P.O.T. S0° 31' 15"E
15.00'

AC
C-E 1/4 S.21

30.0'
15.0'

OVERHEAD
POWER LINE

BC
1/2 1/2

MILES HARTUNG
INST. NO. 656778

E1/2 NE1/4 NE1/4 SE1/4
SEC. 21

WILLIAM S.
HANSULD
INST. NO. 647044

WILLIAM HANSULD

LEGEND



30' PERPETUAL EASEMENT



30' TEMPORARY
CONSTRUCTION EASEMENT



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



Exhibit "D"
30.00' WIDE WATER LINE EASEMENT

WILLIAM S. HANSULD

S 1/2 NE 1/4 Sec. 21, T.33N., R.79W.
Natrona County, Wyoming

1/13/2016
W.O. 14-066

EXHIBIT "E"

Legal Description – Water Line Easement

William S. and Tia Hansuld (Inst. No. 614231 & 973279)

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of Lot 9, Block 10 of Thorndale Acres Addition to the City of Casper (plat recorded in Book 29 of Deeds, page 272), and in the NW ¼SW ¼ of Section 22, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "F" and more particularly described by metes and bounds as follows:

Commencing at a found brass cap marking the west ¼ corner of said Section 22;

Thence N.00°31'15"W., along the west line of said Lot 9 and along the west line of a parcel of land deeded to William S. Hansuld as recorded in Instrument No. 606411, 15.00 feet to the Point of Beginning of this legal description;

Thence N.88°42'45"E., along a line that is 15.00 feet north of and parallel with the south line of a said Hansuld parcel of land, 49.74 feet to an angle point in this legal description;

Thence S.44°35'41"E., along the centerline of this strip of land, 20.61 feet to a point that lies on the south line of said Lot 9;

Thence S.44°35'41"E., continuing along the centerline of this strip of land, 41.23 feet to an angle point in this legal description;

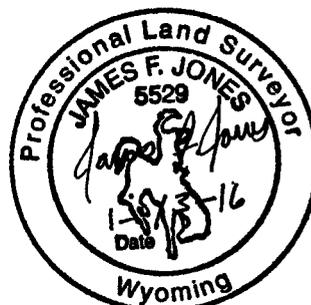
Thence N.88°42'45"E., along a line that is 15.00 feet south of and parallel with the north line of a parcel of land deeded to William S. Hansuld as recorded in Instrument No. 614231, 961.33 feet to a point on the east line of said Hansuld parcel;

Thence N.88°42'45"E., along a line that is 15.00 feet south of and parallel with the north line of a parcel of land deeded to William S. Hansuld and Tia Hansuld as recorded in Instrument No. 973279, 180.01 feet to the Point of Termination of this legal description, said point lies on the east line of said Hansuld parcel of land, from which a found brass cap marking the C-W 1/16 corner of said Section 22 bears N.72°03'33"E, 104.68 feet.

The above described strip of land contains 0.86 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, temporary construction easements will be required, being located 30.00 feet north of the first 49.74 feet of the perpetual easement described above; and 30.00 feet each side of the next 61.84 feet of the perpetual easement described above (excluding land areas occupied by power line guy wires as shown on Exhibit "F"); and 30.00 feet south of the final 1141.34 feet of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



THORNDALE ACRES ADD.

WILLIAM S. AND TIA HANSULD

BL. 10

BL. 11

BL. 12

BL. 13

N88° 42' 45"E
49.74'

S44° 35' 41"E
20.61'

S44° 35' 41"E
41.23'

N88° 42' 45"E
180.01'

N88° 42' 45"E
961.33'

S72° 03' 33"W
104.68'

P.O.T.

BC
C-W 1/4
S.22

P.O.B.

7

8

9

AC

AC

20' ESMT FOR
CASPER RAW
WATER LINE
INST. 512172

TIE:
N0° 31' 15"W
15.00'

30.00' PERPETUAL
EASEMENT, PART A
30.00' TEMPORARY
CONSTRUCTION EASEMENT

WILLIAM
& TIA
HANSULD
INST. NO.
973279

100.0'

WILLIAM HANSULD

WILLIAM HANSULD

MCKINLEY STREET

MCKINLEY STREET

NW1/4SW1/4 SEC. 22

WILLIAM S. HANSULD
INST. NO. 614231

LEGEND



30' PERPETUAL EASEMENT



30' TEMPORARY
CONSTRUCTION EASEMENT



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



199

Exhibit "F"
30.00' WIDE WATER LINE EASEMENT
WILLIAM S. HANSULD
Lot 9, Block 10, Thorndale Acres
NW¹/₄ SW¹/₄ Sec. 22, T.33N., R.79W.
Natrona County, Wyoming
1/13/2016
W.O. 14-066

RESOLUTION NO. 16-107

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH WILLIAM S. HANSULD & TIA HANSULD, FOR THE NEW WATER TRANSMISSION MAIN FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 21,300 linear feet of new 16-inch water transmission main from land north of Southeast Wyoming Boulevard from 4041 Casper Mountain Road to 2288 Kingsbury Drive as part of the East Casper Zone 3 Water System Improvements Project; and,

WHEREAS, approval of right-of-way easement with William S. Hansuld & Tia Hansuld will allow approximately 2972 feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with William S. Hansuld & Tia Hansuld requires compensation in the amount of Three Thousand One Hundred and 27/100 Dollars (\$3,100.27).

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, 2972-foot right-of-way easement with William S. Hansuld & Tia Hansuld for the East Casper Zone 3 Water System Improvements Project, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, Public Services Director
Cynthia Langston, Solid Waste Division Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Procurement Agreement with Hult Construction, Inc.
Solid Waste Facility 2016 Building Procurements, Project No. 15-63.

Recommendation:

That Council, by resolution, authorize a Procurement Agreement with Hult Construction Inc., for the purchase of two (2) different building packages for the Solid Waste Facility 2016 Building Procurements, Project No. 15-63, in the amount of \$90,935.

Summary:

On March 31, 2016, the City of Casper received one (1) bid for the procurement of two different building packages for the Solid Waste Facility 2016 Building Procurements Project. The bid for the purchase follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Hult Construction, Inc.	Casper, WY	\$ 90,935

The Engineer's estimate prepared by the City's Engineering Division was \$125,000.

This project consists of the procurement of two (2) different building packages as summarized below:

- 1) 1 - 30'x70' wood frame building with metal exterior as an extension of the existing Electronic Waste Building. The building will allow for storage of waste items in a manner that will protect them from precipitation and follow best management practices for stormwater quality.
- 2) 1 - 70'x120' steel frame building with metal exterior as a new building site called the Bio-Solids Equipment Storage Building. The building will allow for storage of equipment to protect it from the weather and allow for evaluation and minor repairs.

Procurement and delivery of the building packages is scheduled for completion by July 15, 2016. Funding for both buildings will be from Balefill Reserves allocated in FY16 to New Capital Buildings.

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

PROCUREMENT AGREEMENT
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this ___ day of _____, 2016, between the City of Casper, hereinafter referred to as the "Owner," and Hult Construction, Inc., hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

70'x120' Pre-Fabricated Metal Building
30'x70' Wood Post Frame Building

ARTICLE 2. ENGINEER.

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

ARTICLE 3. POINT OF DELIVERY.

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

1886 North Station Road
Casper, Wyoming 82609

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by July 15, 2016.
- 4.4 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the

Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Ninety Thousand Nine Hundred Thirty-Five Dollars (\$90,935). See Exhibit "A" - Bid Form.

ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
 - 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
 - 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.
- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

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

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" - Bid Form.
- 9.3 Addenda 1, 2
- 9.4 Certificate of Insurance
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).

- 9.7 Pre-Fabricated Metal Building (13121-1 – 13121-4).
- 9.8 Pre-Fabricated Wood Frame Building (13122-1 – 13122-4).
- 9.9 Notice of Award.
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

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

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

APPROVED AS TO FORM:

(Solid Waste Facility 2016 Building Procurements, Project 15-63)

Walter J. ...

DATED this _____ day of _____, 2016.

CONTRACTOR:

WITNESS:

Hult Construction, Inc.
500 Circle Drive
Casper, WY 82601

BY: _____

BY: _____

TITLE: _____

TITLE: _____

OWNER:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

BY: _____

BY: _____

Tracey L. Belser

Daniel Sandoval

TITLE: City Clerk

TITLE: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: Casper Solid Waste Facility 2016 Building Procurement
Project 15-63

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.

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 Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner'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 Procurement Agreement, 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. 1 Dated March 24th 2016

Addendum No. 2 Dated March 25th 2016

B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods 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 or 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 or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: \$ 90,935⁰⁰

TOTAL BASE BID, IN WORDS: Ninety Thousand Nine
Hundred Thirty Five Dollars DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods 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.

7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Josh Owens
Project Manager, Holt Construction
500 Circle Dr., Casper WY 82601
Office

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on March 31st, 2016.

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: Halt Construction Inc. (seal)
(Name)

Wyoming
(State of Incorporation or Organization)

By: Paul A. Halt (seal)
President
(Title)

(Seal)

Attest:
Business Address: 500 Circle Drive

Casper, Wyoming 82601
Phone Number: 307-265-0927

RESOLUTION NO. 16-108

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH HULT CONSTRUCTION, INC., FOR THE SOLID WASTE FACILITY 2016 BUILDING PROCUREMENTS, PROJECT NO. 15-63.

WHEREAS, the City of Casper desires to procure two (2) pre-fabricated building packages to be installed for the Electronic Waste Drop-off Facility and the Bio-Solids Facility at the Casper Regional Balefill for better storage of material and equipment; and,

WHEREAS, Hult Construction, Inc., is able and willing to provide those services specified as the Solid Waste Facility 2016 Building Procurements, Project No. 15-63; and,

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 Hult Construction, Inc., for those services, in the amount of Ninety Thousand Nine Hundred Thirty-Five Dollars (\$90,935).

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 13, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director 
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract for Professional Services with Golder Associates, Inc.
Balefill Post Closure Environmental Monitoring and Reporting, Project No. 16-016.

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Golder Associates, Inc., (Golder), in the amount not to exceed \$46,609, for the Balefill Post Closure Environmental Monitoring and Reporting, Project No. 16-016.

Summary:

The Casper Regional Solid Waste Facility is required to perform water quality and methane emissions monitoring and reporting as part of the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Balefill Closure Permit for the old closed landfill, and to meet the requirements for evaluating the effectiveness of landfill remedies in-place to reduce the environmental impacts to groundwater. Golder has been providing these services annually for the City of Casper since 2014.

Golder will sample the balefill ground water monitoring wells two (2) times per year for both water quality and methane gas concentrations, deliver the samples to a laboratory for analysis, perform statistical data analysis, and prepare annual reports in accordance with WDEQ regulations. The Scope of Work for this agreement includes quality assurance/quality control review of laboratory analysis results, statistical analysis, and preparation of the semi-annual and annual reports for monitoring of water wells and methane gas emissions. The agreement also provides for monitoring methane and water levels in designated wells and collecting all operating data from the newly constructed landfill gas system. Golder will prepare and submit the reports to WDEQ/SHWD for their review and comment, and to the City.

Monitoring at the Casper Regional Solid Waste Facility has been taking place since 1983. Data collected during this time frame has been compiled and submitted to the WDEQ/SHWD after each sampling event and in an annual report at the end of each year. The old landfill was closed in 2009, and post-closure groundwater and methane monitoring are required for a minimum of thirty (30) years, to the year 2039. Staff recommends awarding the 2016 environmental monitoring of the old closed landfill work to Golder due to their knowledge of the site and associated permits.

Funding for this project will be from FY16 Balefill Fund Reserves.

The Agreement 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 the _____ 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. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 (“Contractor”).

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

RECITALS

A. The City is undertaking a certain activities necessary to meet requirements of the Wyoming Department of Environmental Quality (WDEQ) for ground water and methane monitoring and reporting, for the City of Casper Closed Balefill, Project 16-016.

B. The project requires professional services for the post closure and remediation analyses and reporting.

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 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 29th 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 Forty-Six Thousand Six Hundred Nine Dollars (\$46,609) as described 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 requirements, 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.

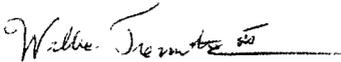
6. EXTENT OF CONTRACT:

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
Clerk

Daniel Sandoval
Mayor

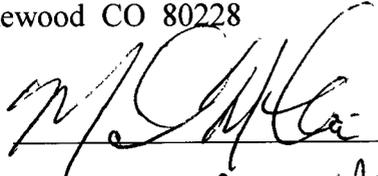
CONTRACTOR
Golder Associates, Inc.
44 Union Boulevard, Suite 300
Lakewood CO 80228

WITNESS:

By: _____

Printed Name: _____

Title: _____

By:  _____

Printed Name: MARK McCLAIN

Title: PRINCIPAL

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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
D. Professional Liability/Errors & Omissions	\$1,000,000 Per Occurrence \$3,000,000

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.

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.

11.5 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.



February 3, 2016

Proposal No. 1649538

Ms. Cindie Langston
 Public Services Department
 City of Casper
 200 N. David
 Casper, WY 82601

**RE: PROPOSAL FOR CLOSED BALEFILL ENVIRONMENTAL MONITORING & REPORTING,
 2016, CASPER BALEFILL, CASPER, WYOMING**

Dear Ms. Langston:

As recently requested by the City of Casper (City), Golder Associates Inc. and Peak GeoSolutions (Golder Team) have prepared this proposal to respond to your request for proposal for the subject project. Please find attached an Excel spreadsheet (Table 1) providing the 2016 annual costs for the proposed scope of services as outlined below.

1.0 SCOPE OF SERVICES

The Golder Team will perform the following professional services regarding the project:

1. General Requirements

- A. The project location is the closed Balefill at the City of Casper Regional Solid Waste Management Facility.
- B. The Golder Team shall provide two copies of all documents and work products in an electronic format compatible with the owner's software, and two bound hardcopies to the City. Maps and drawings shall be in AutoCAD format. Text shall be in Microsoft Word and/or Microsoft Excel. The Golder Team will provide up to three additional hardcopies of the reports to third parties as requested by the City. Reports for WDEQ or other third parties shall be bound or left unbound, as appropriate or requested by the City. The Golder Team will coordinate all AutoCAD drawings provided in electronic format to be compatible with the City's software.
- C. The Golder Team will perform sample bottle ordering, sampling, and sample delivery on a semi-annual basis in accordance with a schedule approved by WDEQ and incorporated into the Facility Operating Permit, and provide the necessary documentation to the City within two weeks of the sampling event.
- D. The Golder Team will comply with the analysis and reporting requirements of the Wyoming Department of Environmental Quality Solid and Hazardous Waste Division (WDEQ/SHWD) for groundwater and methane monitoring for landfills and provisions of the WDEQ Permit for the Balefill.
- E. The Golder Team will perform sample collection for groundwater and methane monitoring as required by WDEQ/SHWD regulations and provide the analytical results to the City, as well as analyze the results and include them in the permit required reports.

\\publicservices\engineering\cal2016\16-016_closed_balefill_env_monitoring\exhibit a - golder balefill monitoring 2016.docx

Golder Associates Inc.
 44 Union Boulevard, Suite 300
 Lakewood, CO 80228 USA

Tel (303) 980-0540 Fax (303) 985-2080 www.golder.com



Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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2. Semi-annual Groundwater Quality Reporting

- A. Laboratory analysis will be performed under a separate contract. The Golder Team will provide quality control (QC) review of laboratory reports for samples in accordance with the Balefill post-closure requirements identified in the Balefill Facility Permit and the WDEQ/SHWD Solid Waste Rules and Regulations. The schedule for services shall comply with the Groundwater and Methane Environmental Monitoring plan approved by WDEQ, as it may be amended from time to time.
- B. The Golder Team will perform data reduction and statistical analyses for groundwater wells sampled, and submit the results to WDEQ in semi-annual letter reports within 44 days from receipt of final data from the contract laboratory, and in accordance with the City's Balefill Operating Permit and WDEQ/SHWD Guideline Number 14. The sampling analyses shall be summarized in the annual report as required under this Agreement.
- C. The Golder Team will provide the semi-annual letter reports to include the contract laboratory reports and field documents from the Golder Team. The March and September semi-annual statistical analysis reports for the Balefill will include a brief description of the interwell statistical methods used, any statistically significant trends, and any identified statistically significant increases above baseline. The reports will present the inorganic results and any volatile organic compound detections for each event. The analytical lab reports and statistical limit charts will also be presented in the reports. The electronic data deliverable (EDD) will be provided on CD with each submittal. A brief summary of these items will also be presented in the annual report for the Balefill.
- D. The Golder Team will provide personnel to sample groundwater monitoring wells, as required by provisions of the WDEQ permit for the Balefill. Other monitoring wells may be added to the list and wells may be excluded from sampling at the City's discretion for the same cost per well, as defined in Table 1 – Annual Cost Estimate.
- E. Upon receipt of the analytical data, the Golder Team will use qualified personnel, to perform the QC and statistical analyses tasks described in items 2A, 2B and 2C above.

3. Quarterly Water Level and Methane Monitoring Reporting

- A. The Golder Team will collect quarterly methane and water level data, and shall provide the results to the City. The Golder Team will provide QC review and prepare reports of the results for the WDEQ/SHWD and the City.
- B. The Golder Team will provide a portable explosimeter and personnel to perform methane monitoring and collect groundwater levels from monitoring wells.
- C. When The Golder Team performs methane monitoring and collects groundwater levels as previously described, the Golder Team will arrange for separate QC review and report the results to the WDEQ and the City within 30 days of the event.

4. Semi-annual Final Cover Inspection and Reporting

- A. To obtain information about erosion and settlement that may compromise the final cover system of the Balefill, the Golder Team will perform visual semi-annual inspections of the final cover. The results of the semi-annual inspections will be included in the annual WDEQ/SHWD report. If the final cover inspections for the facility identify problems which require maintenance or repair, these problems and associated remedies will be reported within two hours of discovery to the City and will be discussed in the annual WDEQ/SHWD report.

5. Annual Maintenance of Monitoring Wells and Pumps
 - A. Periodic maintenance of monitoring wells and sampling pumps is required to extend the life of the monitoring wells and to continue providing representative groundwater samples. The monitoring well network will be evaluated periodically to verify that the monitoring wells are functioning properly. The Golder Team will report any problems to the City in writing within one week of discovery.
 - B. Annually, approximately 20% of the existing monitoring wells will be scheduled for maintenance on a rotational basis so that in approximately a five-year period all monitoring wells will have maintenance performed. This maintenance will consist of removing the pump and tubing, replacing the pump's bladder and tubing, if necessary, and checking that the connections are tight. If necessary, The Golder Team will remove silt from the bottom of the well, re-develop the well by manual surging, and pump the well with an electric submersible pump. The well cap and lock will be replaced if necessary, the pump components reconditioned or replaced, the well identification number re-etched and re-tagged if necessary, and the pump components reassembled.
6. Collection of Gas and Control System Operating Data
 - A. The Golder Team will collect the pertinent data to provide a cursory overview on the operations of the Gas Collection and Control System (GCCS). This will include operating parameters such as average system flows and major gas concentrations, and include other primary operating parameters for the flare, including efficiency, down time, and a summary of other permit parameters as required by WDEQ.
7. Meetings
 - A. The Golder Team will coordinate and attend one meeting at the Casper Regional Solid Waste Facility with City and WDEQ/SHWD personnel to review the required content and format for the annual WDEQ/SHDW report.
 - B. Additional meetings will be attended at the request of the City, and the Golder Team will be compensated as described in Table 1.
8. Annual WDEQ/SHWD Reporting
 - A. The Golder Team will prepare an annual report summarizing the groundwater quality, methane monitoring data, GCCS operating data, water level data, and statistical analysis of groundwater data for submittal to WDEQ/SHWD. The report will present and discuss the data collected from January through December for each year for Items 1, 2, 3, 4, 5, and 6 listed above.
 - B. The annual WDEQ/SHWD report will include a summary of sampling work done during the year, an outline of activities required by regulation or by the City, an analysis of the data and a list of activities recommended for the following year related to the environmental monitoring systems, the Assessment of Corrective Measures (ACM), and the GCCS.
 - C. The annual WDEQ/SHWD report shall also include all elements of an annual lifetime permit report that are applicable to a closed landfill and any topics requested by the City as predetermined in the December meeting.
 - D. The Golder Team will provide one electronic report via e-mail to the City for review and comment. The Golder Team shall schedule a minimum of three weeks' time for City review and comment. Final reports shall be provided to the City as described in Item 1 above, by the last business day in March following the end of the reporting period.
 - E. The Golder Team will summarize the semi-annual statistics results in the annual WDEQ/SHWD report.

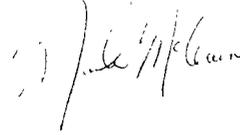
We sincerely appreciate this opportunity to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

Sincerely,

GOLDER ASSOCIATES INC.



Matt Somogyi
Project Manager



Mark McClain, PE
Principal and Practice Leader

Attachments: Table 1 – Annual Cost Estimate-Calendar Year 2016

MS/MEM/ap

Exhibit B -- Annual Cost Estimate -- Calendar Year 2016
Environmental Monitoring and Reporting for Casper Balefill
City of Casper ; Golder Associates, Inc. (Golder) & Peak GeoSolutions
Apr-16

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL	ANNUAL TOTAL
Task 1: Semi-Annual QA/QC Letter Report and Statistical Analysis Letter Report						
Golder Project Manager 1 hr/event x 2 event	2	HR	\$ 190 00	1 00	\$ 380 00	
Golder Project Hydrogeologist 30 hr/event x 2 event	60	HR	\$ 115 00	1 00	\$ 6,900 00	
Golder Clencal 2 hr/event x 2 event	4	HR	\$ 65 00	1 00	\$ 260 00	
Office Service Fee (5% of Golder Labor)					\$ 377 00	
Subtotal						\$ 7,917
Task 1A: Semi-Annual GW Levels, and GW Sampling at 13 GW MWs						
Peak GeoSolutions Project Manager	6	HR	\$ 140 00	1 00	\$ 840 00	
Peak GeoSolutions Staff Engineer	100	HR	\$ 85 00	1 00	\$ 8,500 00	
Peak GeoSolutions Mileage	50	MI	\$ 0 54	1 00	\$ 27 00	
Sample Shipping Paid by Client	0	LS	\$ 1,000 00	1 00	\$ -	
Subtotal						\$ 9,367
Task 2: Quarterly Water Levels (not included in Task 1A) and Methane Monitoring at 20 Methane Wells and Reporting						
Golder Project Manager 2 hr/event x 4 event	8	HR	\$ 190 00	1 00	\$ 1,520 00	
Golder Project Hydrogeologist 4 hr/event x 4 event	16	HR	\$ 115 00	1 00	\$ 1,840 00	
Peak GeoSolutions Project Manager	6	HR	\$ 140 00	1 00	\$ 840 00	
Peak GeoSolutions Staff Engineer	56	HR	\$ 85 00	1 00	\$ 4,760 00	
Equipment (Gas meter) 4 events (Provided by Client)	0	LS	\$ 325 00	1 00	\$ -	
Peak GeoSolutions Mileage	100	MI	\$ 0 54	1 00	\$ 54 00	
Office Service Fee (2.5% of Golder Labor)					\$ 84 00	
Subtotal						\$ 9,098
Task 3: Semi-Annual Final Cover Inspection and Reporting						
Golder Project Manager 1 hr/event x 2 event	2	HR	\$ 190 00	1 00	\$ 380 00	
Peak GeoSolutions Project Manager 2 hr/event x 2 event	4	HR	\$ 140 00	1 00	\$ 560 00	
Peak GeoSolutions Staff Engineer 6 hr/event x 2 event	12	HR	\$ 85 00	1 00	\$ 1,020 00	
Peak GeoSolutions Mileage 25 mi/event x 2 event	50	MI	\$ 0 54	1 00	\$ 27 00	
Office Service Fee (2.5% of Golder Labor)					\$ 9 50	
Subtotal						\$ 1,997
Task 4: Annual Maintenance of 3 Groundwater Monitoring Wells and Pumps (does not include methane wells)						
Peak GeoSolutions Project Managers	4	HR	\$ 140 00	1 00	\$ 560 00	
Peak GeoSolutions Staff Engineer	12	HR	\$ 85 00	1 00	\$ 1,020 00	
Subtotal						\$ 1,569
Task 5: Meetings						
Golder 3 Annual Meetings (See estimated cost / meeting table below)	1	EA	\$ 820 00	1 00	\$ 820 00	
Subtotal						\$ 820
Task 6: Annual WDEQ/SHWD Report						
Golder Project Manager	10	HR	\$ 190 00	1 00	\$ 1,900 00	
Golder Project Hydrogeologist	60	HR	\$ 115 00	1 00	\$ 6,900 00	
Golder Drafting	4	HR	\$ 90 00	1 00	\$ 360 00	
Golder Clencal	2	HR	\$ 65 00	1 00	\$ 130 00	
Office Service Fees (2.5% of Golder Labor)					\$ 232 25	
Subtotal						\$ 9,522
Task 7: Collection of GCCS Data for Annual Report						
Golder Project Manager	8	HR	\$ 190 00	1 00	\$ 1,520 00	
Golder Senior Engineer	20	HR	\$ 150 00	1 00	\$ 3,000 00	
Golder Staff Engineer	20	HR	\$ 90 00	1 00	\$ 1,800 00	
Subtotal						\$ 6,320
TOTAL (in 2016 dollars)					\$ 46,609	\$ 46,609
Estimated Cost Per Meeting (input to Task 5 above)						
Golder Project Manager - preparation time	1 00	HR	\$ 190 00	1 00	\$ 190 00	
Golder Project Manager (by phone) - meeting time	2 00	HR	\$ 190 00	1 00	\$ 380 00	
Golder Project Hydrogeologist (by phone) - meeting time	2 00	HR	\$ 115 00	1 00	\$ 230 00	
Cost / Meeting						\$ 800

Notes

- Costs are based on the quantity of units shown. If additional units are added by the Owner (e.g., more wells added), the costs will increase.
- Annual sampling costs based on dedicated pumps. Owner to provide all sampling equipment, supplies, containers, ice, lab analysis & waste disposal.
- Costs for field activities based on work hours between 8 am and 5 pm, Monday - Friday, excluding holidays.
- Costs for Task 4 assume Owner will provide all well and pump replacement parts.
- Costs are in 2016 dollars. If services extend beyond 2016, unit rates shall increase by 3% per year.

RESOLUTION NO.16-109

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR THE CLOSED BALEFILL POST CLOSURE ENVIRONMENTAL MONITORING AND REPORTING.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) issued a closure permit for the City of Casper closed balefill on November 18, 2008; and,

WHEREAS, the closure permit requires the City of Casper to monitor the ground water quality and methane emissions related to the closed balefill; and,

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Golder Associates, Inc., to provide monitoring and reporting for the City of Casper closed balefill; and,

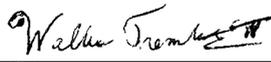
WHEREAS, Golder Associates, Inc., is able and willing to provide those services, specified as Closed Balefill Environmental Monitoring and Reporting, Project No. 16-016.

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 Golder Associates, Inc., to provide professional consulting services for the Closed Balefill Environmental Monitoring and Reporting, Project No. 16-016, for the City of Casper Closed Balefill.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, with funds from the Balefill Cost Center in the amount of Forty-Six Thousand Six Hundred Nine Dollars (\$46,609.00).

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 13, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract for Professional Services with Golder Associates, Inc.
Casper Regional Landfill Environmental Monitoring and Reporting,
Project No. 16-017.

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Golder Associates, Inc., (Golder,) in the amount not to exceed \$29,507, for the Casper Regional Landfill Environmental Monitoring and Reporting, Project No. 16-017.

Summary:

The Casper Regional Solid Waste Facility is required to perform water and leachate quality and methane emissions monitoring and reporting under its Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Casper Regional Landfill Permit #10.071.

Under this permit, the City of Casper is required to perform the following:

- Annually sample groundwater for seven (7) groundwater wells.
- Annually sample leachate from landfill cell #1, 2, 3 and 4 leachate control system.
- Quarterly collect water level measurements for six (6) wells.
- Quarterly collect methane level measurements for six (6) wells.
- Annual groundwater monitoring reporting including volume calculations related to air space used for burying waste where aerial photography and/or surveying is used.

City staff performs the work associated with the first four bullets listed above.

Golder has completed the Annual Reporting for the Casper Regional Landfill Monitoring and Reporting since 2014. Golder has been instrumental in performing negotiations with WDEQ/SHWD staff to reduce the City's monitoring costs. In addition, Golder has provided leachate management consultation to City staff since the lined landfill opened in 2009. Staff recommends awarding Golder a contract related to environmental monitoring for the Casper Regional Landfill Permit #10.071.

The Scope of Work for this agreement includes quality assurance/quality control review of laboratory analysis results, statistical analysis, and preparation of annual reports for monitoring of groundwater wells and landfill leachate, and methane gas emissions. The agreement also provides for reporting water levels in designated wells, updating annual air space used, and funding needed to construct the next lined landfill cell.

Funding will be provided from FY16 Balefill Fund Reserves.

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 _____ 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. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 (“Contractor”).

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

RECITALS

A. The City is undertaking certain activities necessary to meet requirements of the Wyoming Department of Environmental Quality (WDEQ) for ground water and leachate quality, and methane emissions and annual permit reporting for the Casper Regional Landfill (CRL), Project No. 16-017.

B. The project requires professional services for the ground water, landfill gas, and leachate analysis and reporting, and annual permit reporting.

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 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 29th 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 Twenty-Nine Thousand Five Hundred Seven Dollars (\$29,507) as described 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 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
Clerk

Daniel Sandoval
Mayor

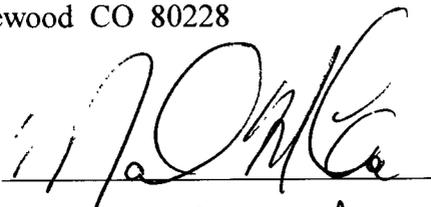
CONTRACTOR
Golder Associates, Inc.
44 Union Boulevard, Suite 300
Lakewood CO 80228

WITNESS:

By: _____

Printed Name: _____

Title: _____

By: 

Printed Name: MARK MCELWAIN

Title: PRINCIPAL

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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
D. Professional Liability/Errors & Omissions	\$1,000,000 Per Occurrence \$3,000,000

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.

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.

11.5 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.



February 3, 2016

Proposal No. P1649539

Ms. Cindie Langston
Public Services Department
City of Casper
200 N. David
Casper, WY 82601

RE: PROPOSAL FOR CRL ENVIRONMENTAL MONITORING & REPORTING, CASPER REGIONAL LANDFILL, 2016, CASPER, WYOMING

Dear Ms. Langston:

As recently requested by the City of Casper (City), Golder Associates Inc. (Golder) and Peak GeoSolutions (Golder Team) have prepared this proposal to respond to your request for proposal for the subject project. Please find below the Golder Team's proposed scope of services and our proposed 2016 costs in the attached Excel spreadsheet (Table 1).

1.0 SCOPE OF SERVICES:

The Golder Team will provide the following professional services regarding the project:

1. General Requirements

- A. The project location is the Casper Regional Landfill.
- B. The Golder Team will provide two copies of documents and work products in electronic format compatible with the City's software, and two bound hard copies to the City. Maps and drawings will be in AutoCAD format. Text will be in Microsoft Word and/or Microsoft Excel. The Golder Team will provide up to three additional hard copies of the reports to third parties as requested by the City. Reports for WDEQ or other third parties will be bound or left unbound as appropriate or requested by the City. The Golder Team will coordinate AutoCAD drawings to be compatible with the City's software.
- C. The Golder Team will comply with the analysis and reporting requirements of the Wyoming Department of Environmental Quality Solid and Hazardous Waste Division (WDEQ/SHWD) for groundwater, leachate, and methane monitoring for landfills and reporting provisions of the WDEQ Permit for the Casper Regional Landfill.
- D. The City's personnel will perform sample bottle ordering, sampling, and sample delivery, in accordance with a schedule approved by the WDEQ and incorporated into the Facility Operating Permit. City personnel will provide the necessary documentation to the Golder Team within two weeks of the sampling event.
- E. The City's personnel will perform water level measurements and sample collection for groundwater, leachate, and methane monitoring as required by the regulations and provide the analytical results to the Golder Team to be analyzed and included in the permit required reports.

2. Annual Ground Water and Leachate Quality Reporting

- A. Laboratory analyses will be performed under separate agreement. The Golder Team will provide quality control (QC) review of laboratory reports in accordance with the

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Golder Associates Inc.
44 Union Boulevard, Suite 300
Lakewood, CO 80228 USA

Tel: (303) 980-0540 Fax (303) 985-2080 www.golder.com



Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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requirements of the Casper Regional Landfill permit and the WDEQ/SHWD Solid Waste Rules and Regulations. The schedule for services will comply with the Environmental Monitoring Plan (EMP) approved by WDEQ that includes quarterly water level measurements and methane monitoring and annual groundwater and leachate sampling, as it may be amended from time to time.

- B. The Golder Team will perform annual data reduction and statistical analyses for groundwater wells. Additionally, a quality control review of the analytical data from the landfill leachate cells sampled. Upon completion of the data review and statistical analysis, the Golder Team will submit the results to WDEQ within 44 days from receipt of final data from the contract laboratory and in accordance with the Casper Regional Landfill Operating Permit and WDEQ/SHWD Guideline Number 14. The sampling analyses will be summarized in the annual report, required under this Agreement.
 - C. The Golder Team will provide quality control (QC) review of reports generated from the sampling events including reports from the contract laboratory and field documents from the sampling teams.
 - D. If requested by the City, the Golder Team will provide personnel to sample groundwater monitoring wells as required by provisions of the WDEQ Permit for the Casper Regional Landfill. Other monitoring wells may be added to the list and wells may be excluded from sampling at the City's discretion for the same cost per well as provided in Table 1. The City will provide the Golder Team two weeks prior notice for this service.
 - E. When the Golder Team samples groundwater monitoring wells as described in the preceding paragraph, the Golder Team will perform the QC and analyses tasks described in Items A, B, and C above, and have the QC analyses performed by qualified personnel other than the sampling team members.
3. Quarterly Water Level and Methane Emissions Reporting
- A. The City's personnel will collect quarterly methane and water level data, and will provide the results to the Golder Team. The Golder Team will provide QC review and prepare quarterly letter reports of the results for WDEQ/SHWD and the City. If methane results indicate a methane level above WDEQ/SHWD's action level of 25% of the lower explosion limit, the Golder Team will provide this information to the City and WDEQ/SHWD within 24 hours as required by WDEQ/SHWD rules and regulations.
 - B. If requested by the City, the Golder Team will provide a portable explosive gas meter and personnel to perform methane monitoring and collect groundwater levels from monitoring wells. The City will provide the Golder Team two weeks prior notice for this service.
 - C. When the Golder Team performs methane monitoring and collects groundwater levels as previously described, the Golder Team will arrange for separate QC review and report the results to the WDEQ and the City within 30 days of the event.
4. Annual Maintenance of Monitoring Wells and Pumps
- A. Periodic maintenance of monitoring wells and sampling pumps is required to extend the life of the monitoring wells and to continue providing representative groundwater samples. The monitoring well network will be evaluated periodically to verify that the monitoring wells are functioning properly. Since the City is currently planning on having their personnel perform the groundwater and methane monitoring, the City will report any problems with the monitoring wells to the Golder Team that will be addressed during the scheduled maintenance.
 - B. Annually, approximately 20% of the existing monitoring wells will be scheduled for maintenance on a rotational basis so in approximately a five-year period all

monitoring wells will have maintenance performed. This maintenance will consist of removing the pump and tubing, replacing the pump's bladder and tubing if necessary, and checking that the connections are tight. If necessary, the Golder Team will remove silt from the bottom of the well, re-develop the well by manual surging, and pump the well with an electric submersible pump. The well cap and lock will be replaced if necessary, the pump components reconditioned or replaced, well identification tags replaced or re-etched, and the pump components reassembled.

5. Meetings

- A. Meetings will coincide with the meetings associated with the 2016 Closed Balefill meetings scheduled with the City.
- B. Additional meetings will be attended at the request of the City and compensated as described in Table 1.

6. Annual Reporting

A. Annual WDEQ/SHWD Reporting

- 1. The Golder Team will prepare an annual report summarizing the groundwater and leachate quality, methane monitoring data, water level data, and statistical analysis for submittal to WDEQ/SHWD. The report will present and discuss the data collected from January through December for each year, for enumerated items in Items 1, 2, 3, and 4 above.
- 2. The annual WDEQ/SHWD report will also include a summary of sampling work done during the year, and outline of activities required by regulation, an analysis of the data, and a list of activities recommended for the following year related to the environmental monitoring system and leachate management.
- 3. Waste volume change for the previous calendar year for the Casper Regional Landfill will be calculated, by comparison of topographic survey provided by the City for the current year and the previous year, and reported in relation to quantities of waste received and sand removed, respectively, from Casper Regional Solid Waste Facility records. In addition, remaining capacity (in cubic yards) and estimated life (in years) will be calculated using permitted capacity as described in the Casper Regional Landfill permit. Remaining capacity and estimated life will be included in the annual report by the Golder Team. Golder will also work with the city to change from a calendar year reporting to a fiscal year reporting in relation to permitted air space used and remaining capacity.
- 4. Any annual report requirements of WDEQ/SHWD's lifetime permits will be included in the annual report and any topics specified by the City as agreed to during the designated December 2016 meeting.
- 5. The Golder Team will provide one electronic copy of the draft report via e-mail to the City for review and comment. The Golder Team will schedule a minimum of three weeks' time for City's review and comment. The draft report will be provided to the City as described in Section I, Item 1 – General Requirements, by the required lifetime permit deadline.
- 6. The Golder Team will conduct an annual statistical analysis of the groundwater sampling results of the reporting period and include the annual statistical analysis in the annual report.

- B. Annual WDEQ/Air Quality Division (AQD) reporting will be provided under separate contract.

7. Monthly Review of Leachate Management Controls and Weekly Leachate Collection System Data

- A. The Golder Team will contact City staff monthly to obtain weekly leachate collection system data, and will consult with City staff about any unusual activities, maintenance, or system problems associated with the leachate pumps, leachate generation, leachate piping system, etc.
- B. Monthly meetings between Golder Team and City staff will be held no later than the first Monday of the following month.
- C. Leachate data, including weekly inspections, maintenance activities, and leachate generation, will be described and included in the annual report.
- D. Analysis of leachate generation and analytical results will be included in the annual report.

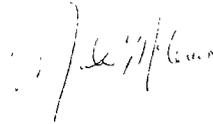
We sincerely appreciate this opportunity to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

Sincerely,

GOLDER ASSOCIATES INC.



Matt Somogyi
Project Manager



Mark McClain, PE
Principal and Practice Leader

Attachments: Table 1 – Annual Cost Estimate-Calendar Year 2016

MS/MEM/ap

Exhibit B - Table 1 - Annual Cost Estimate – Calendar Year 2016
Environmental Monitoring and Reporting for Casper Regional Landfill
Golder Associates, Inc (Golder) & Peak GeoSolutions
April 2016

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL	ANNUAL TOTAL
Task 1: QA/QC Letter Report and Statistical Analysis Letter Report for 7 MWs for June Event						
Golder Project Manager 2 hr/event x 1 event	2	HR	\$ 190 00	1 00	\$ 380 00	
Golder Project Hydrogeologist 30 hr/event x 1 event	30	HR	\$ 115 00	1 00	\$ 3,450 00	
Golder Clencal 2 hr/event x 1 event	2	HR	\$ 65 00	1 00	\$ 130 00	
Miscellaneous Expenses	1	LS	\$ 195 00	1 00	\$ 195 00	
Office Service Fees (5% of Golder Labor)					\$ 207 75	
Subtotal						\$ 4,363
Task 2: Quarterly Water Level and Methane Concentrations Reporting (Based on 7 MWs for 4 Events)						
Golder Project Manager 2 hr/event x 4 event	8	HR	\$ 190 00	1 00	\$ 1,520 00	
Golder Project Hydrogeologist 2 hr/event x 4 event	8	HR	\$ 115 00	1 00	\$ 920 00	
Golder Clencal 1 hr/event x 4 event	4	HR	\$ 65 00	1 00	\$ 260 00	
*Miscellaneous Field Equip (e.g., portable explosive gas meter, water level meter)	0	LS	\$ 155.00	1.00	\$ -	
*Peak GeoSolutions Project Manager (monitoring services at owner's request):	4	HR	\$ 140.00	1.00	\$ 560.00	
*Peak GeoSolutions Staff Engineer (monitoring services at owners request)	20	HR	\$ 85.00	1.00	\$ 1,700.00	
*Peak GeoSolutions Mileage (monitoring services at owners request)	50	MI	\$ 0.54	1.00	\$ 27.00	
Office Service Fees (5% of Golder Labor)					\$ 135 00	
Reporting Subtotal						\$ 2,835
*Quarterly Methane and Water Level Monitoring at Owner's Request Subtotal						\$ 2,287
*Per-event Monitoring at Owner's Request Subtotal						\$ 572
Task 2A: Annual GW Sampling at Owner's Request (Based on 7 MWs for 1 Event)						
*Golder Project Manager	1	HR	\$ 190.00	1 00	\$ 190 00	
*Golder Project Hydrogeologist: 1 hr/event	1	HR	\$ 115.00	1 00	\$ 115 00	
*Peak GeoSolutions Project Manager	4	HR	\$ 140.00	1 00	\$ 560 00	
*Peak GeoSolutions Staff Engineer	12	HR	\$ 85.00	1.00	\$ 1,020.00	
*Peak GeoSolutions Mileage	50	MILE	\$ 0.54	1.00	\$ 27.00	
*Annual Groundwater Sampling at Owner's Request Subtotal						\$ 1,912
*Cost per well for sampling (monitoring services at owner's request)						\$ 478
Task 3: Annual Maintenance of Groundwater Monitoring Wells and Pumps						
Peak GeoSolutions Project Manager	2	HR	\$ 150 00	1 00	\$ 300 00	
Peak GeoSolutions Staff Engineer	8	HR	\$ 85 00	1 00	\$ 680 00	
Peak GeoSolutions Mileage	50	MI	\$ 0 54	1 00	\$ 27 00	
Subtotal						\$ 1,007
Task 4: Meetings						
Golder 3 Annual Meetings (by phone) See estimated cost/meeting table below	3 0	EA	\$ 800 00	1 00	\$ 2,400 00	
Subtotal						\$ 2,400
Task 5: Annual WDEQ/SHWD Report						
Golder Project Manager	2	HR	\$ 190 00	1 00	\$ 380 00	
Golder Project Hydrogeologist	70	HR	\$ 115 00	1 00	\$ 8,050 00	
Golder Senior Project Engineer (ACAD)	12	HR	\$ 125 00	1 00	\$ 1,500 00	
Golder Clencal	2	HR	\$ 65 00	1 00	\$ 130 00	
Office Service Fees (5% of Golder Labor)					\$ 503 00	
Subtotal						\$ 10,563
Task 6: Manage Leachate (2.5 hours/month consulting w/city staff)						
Golder Project Manager	6	HR	\$ 190 00	1 00	\$ 1,140 00	
Golder Project Engineer	24	HR	\$ 125 00	1 00	\$ 3,000 00	
Subtotal						\$ 4,140
Reporting, MW Maintenance, Meetings and Leachate Management (in 2016 dollars)					\$ 25,308	\$ 25,308
Monitoring Services at Owner's Request (in 2016 dollars)					\$ 4,199	\$ 4,199
TOTAL (in 2016 dollars):					\$ 29,507	\$ 29,507
Estimated Cost Per Meeting (Input to Task 4 above)						
Golder Project Manager - preparation time	1 00	HR	\$ 190 00	1 00	\$ 190 00	
Golder Project Manager (by phone) - meeting time	2 00	HR	\$ 190 00	1 00	\$ 380 00	
Golder Project Hydrogeologist (by phone) - meeting time	2 00	HR	\$ 115 00	1 00	\$ 230 00	
Cost / Meeting						\$ 800

Notes

- Annual sampling costs based on dedicated pumps. Owner to provide all sampling equipment, supplies, containers, ice, lab analysis & waste disposal
- Costs for field activities based on work hours between 8 am and 5 pm, Monday - Friday, excluding holidays
- Costs for Task 3 assume Owner will provide all well and pump replacement parts (if necessary)
- Costs are in 2016 dollars. If services extend beyond 2016, unit rates shall increase by 3% per year
- Equipment rental charges, if applicable, are not included in this estimate and will be covered directly by the City
- Costs are per event or per well for optional monitoring services requested by client

RESOLUTION NO.16-110

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR ENVIRONMENTAL MONITORING AND REPORTING, FOR THE CASPER REGIONAL LANDFILL.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) issued an operating permit for the City of Casper Regional Landfill on March 22, 2012; and,

WHEREAS, the operating permit requires the City of Casper to monitor the ground water quality and air emissions related to the new lined regional landfill and provide annual reporting; and,

WHEREAS, the City of Casper desires to enter into a contract for professional services with Golder Associates, Inc., to provide monitoring and reporting for the Casper Regional Landfill; and,

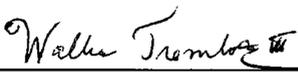
WHEREAS, Golder Associates, Inc., is able and willing to provide those services, specified as Casper Regional Landfill Environmental Monitoring and Reporting, Project No. 16-017.

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 Golder Associates, Inc., to provide professional consulting services for Casper Regional Landfill Environmental Monitoring and Reporting, Project No. 16-017, for the City of Casper's regional lined landfill.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments for the 2016 calendar year reporting period as set forth in said Agreement with funds from the Balfill Cost Center not to exceed the sum of Twenty-Nine Thousand Five Hundred Seven Dollars (\$29,507).

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

March 30, 2016

TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director 
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Professional Services Agreement with Golder Associates
Bid and Construction Support and Startup for Landfill Gas Collection and Control
System- Project No. 12-11.

Recommendation:

That Council, by resolution, authorize a professional services contact with Golder Associates, Inc., (Golder), in the amount not to exceed \$65,508, for bidding, construction support, and startup of a Landfill Gas Collection and Control System (GCCS) associated with the closed balefill, Project No. 12-11.

Summary:

The old closed balefill is located just east of Bryan Stock Trail, north of Metro Road, and north of the North Platte River in Natrona County, Wyoming, on approximately 106 acres of land owned by the City of Casper. In the mid-1990s, volatile organic compounds (VOCs) were found in groundwater wells down-gradient of garbage. The Wyoming Department of Environmental Quality (WDEQ) required the City of Casper to drill additional wells to assess the extent of contamination from the unlined balefill, and by the late 1990s, WDEQ required the City to initiate activities to move to a lined landfill operation, and close the unlined balefill. In March 2004, City staff solicited proposals from firms knowledgeable about the process of closing landfills and assessing the nature and extent of contamination resulting from unlined leaking landfills. Golder was contracted to design the landfill closure cap and prepare a landfill closure permit for WDEQ approval.

The City stopped accepting wastes at the unlined balefill in March 2009, and immediately initiated closure activities including capping the unlined garbage north of Metro Road and east of Bryan Stock Trail Road. As the unlined balefill was being capped, methane gas, which is a major component of landfill gas, was detected at WDEQ action levels in groundwater wells near Metro Animal Control's building in August, September, and October, 2009. The elevated methane levels were caused by placement of the impermeable cover over the unlined balefill because the methane could no longer vent vertically to the atmosphere.

The action level for methane gas is 25% or more of the lower explosion level (LEL). A 100% LEL measurement for methane gas means an explosion of the methane gas would occur with an introduced ignition source (aka a spark). Two groundwater wells reached a 30% LEL in August, September, and October, 2009. In 2010, a Landfill Gas Remediation Plan prepared by Golder was submitted to WDEQ as required. The plan was approved by WDEQ, and included installation of landfill gas probes at the perimeter of the closed balefill, and installation of an active landfill gas collection and remediation system. The perimeter landfill gas probes were drilled in November of 2011. Based on air sampling and groundwater studies performed by Golder at the closed balefill, installation of an active gas collection and remediation system will eliminate off-site migration of

methane gas, and is expected to reduce groundwater contamination resulting from VOCs contained in landfill gas.

In early 2012, City staff solicited proposals from firms knowledgeable about the design of landfill gas collection and control systems (GCCS). Golder designed numerous landfill GCCS systems throughout the United States, and had excellent references. In addition, Golder's staff has an excellent working relationship with WDEQ staff and had been instrumental in negotiation with WDEQ to reduce the City's costs of compliance without compromising the City's environmental stewardship. Staff recommended awarding Golder a contract to design a landfill GCCS system associated with the old closed balefill on April, 17, 2012.

In 2014, Golder completed construction drawings and bid support for the landfill GCCS system, and the City received several construction bids in early 2015. Because a landfill remediation agreement was not signed by the State of Wyoming to provide funding for the construction of the landfill GCCS, the bids were rejected. A landfill remediation agreement was signed and approved by both the City of Casper and WDEQ on October 20, 2015.

Staff recommends awarding Golder a professional services contract to rebid the project now that the City has entered into the landfill remediation program. The professional services contract includes revising the bid documents due to new language requirements as outlined in the landfill remediation agreement with WYDEQ, and providing bid support to the City for the rebidding of the project. Tasks for construction support to assist with the construction administration and assistance for startup of the gas system are also included.

The total cost for the contract is \$65,508, with funding from FY16 Balefill Fund Reserves. The State of Wyoming's landfill remediation program will provide 100% reimbursement for the project costs.

The Agreement 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. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 (“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 for the preparation of a construction bid package, construction support, and start of the landfill GCCS.

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 following services in connection with and respecting the project:

Task 1 – Revise Bid Package.

Revisions to the bid package will reflect the following:

- New dates, times, and personnel as appropriate;
- Include surveying as a part of the construction bid;
- Inclusion of information from addenda from last year’s procurement. Portions of the addenda, as appropriate, will be included in the bid documents, while other information will be provided as an addendum that will go out with the revised bid package.
- Inclusion of Golder Watch specifications;

- Inclusion of Wyoming Department of Environmental Quality (WDEQ) requirements for reimbursement of costs; and
- Any other changes to ensure a coherent and up-to-date bid package.

Task 2 – Provide Assistance During Bidding.

Assistance provided to the city of Casper during bidding will include the following work:

- Assistance with advertisements;
- Responding to technical questions from bidders, providing written responses, and issuing addenda;
- Assist the City in conducting a pre-bid meeting; and
- Assist the City in reviewing bids.

Task 3 – Assistance During Construction.

Golder’s involvement will be limited to an engineering role - reviewing contractor submittals, reviewing contractor requests for information (RFIs), and providing interpretations of drawings and specifications when requested by the construction team. Golder will not provide full-time contract administration services or construction quality assurance (CQA) under this project. Golder’s anticipated level of involvement shall include:

- Review contractor material submittals and shop drawings for compliance with contract documents and summarize submittal review comments and recommendations;
- Respond in writing to contractor RFIs as requested;
- Attend pre-construction kick-off meeting;
- Review contract change orders as requested by the City;
- Review “as-built” or “red-line” drawings and documents maintained by the construction contractor and CQA Engineer.

Task 4 – GCCS Start-up Assistance.

Proper start-up of the GCCS requires careful monitoring and balancing of both the landfill gas (LFG) well field and the operational settings for the LFG flare. The overall operating goal is to attain equilibrium between the applied vacuum and extraction rate and the localized LFG generation rate of each well. LFG extraction flows are increased gradually during start-up to reduce outward LFG migration, while avoiding overshooting the equilibrium LFG flow rate. These GCCS start-up procedures are intended to minimize air infiltration, which inhibits anaerobic methanogenesis and causes a continuous negative feedback loop in the LFG extraction rate.

Golder will tailor the GCCS start-up procedure specifically to the City’s primary operating objectives. Golder shall also observe and train City operators while implementing the four-week start-up period. Before start-up, Golder will request an agreement with the flare vendor to operate at minimum LFG heat rate during start-up. Golder understands that wells may be allowed to vent during the period between well installation and connection to the new flare station. Golder shall request that the wells be closed approximately five days in advance of GCCS start-up to allow monitoring of accumulated methane pressure as an indicator of well integrity and localized hydraulic

conductivity. Golder's proposed GCCS start-up schedule will include (but is not limited to) the following:

■ **Week 1 – Days 1 to 2**

Golder will be available to open wells and assist the flare vendor during flare and blower shake-down and start-up.

■ **Week 1 – Day 3**

Once the flare operation is stabilized at the minimum flow rate, Golder will collect a full set of monitoring data from all LFG extraction wells and perimeter probes. Additional gas sampling ports will be installed as needed.

All well data will be analyzed using Golder's Anaerobic Index (AI) and trend graphs will be prepared for the perimeter probes of regulatory concern.

A list of instructions for well adjustments and flare flow and vacuum targets will be prepared and transmitted to the City of Casper.

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 Sixty-Five Thousand Five Hundred and Eight Dollars (\$65,508) as specified in Exhibit A.

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 B), 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:

Walker Trust

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
Golder Associates
44 Union Boulevard, Suite 300
Lakewood, CO 80228

By: _____

By: Mark McLaughlin

Printed Name: _____

Printed Name: Mark McLaughlin

Title: _____

Title: Principal

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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.

Table 1: Estimated Costs for Casper Balefill GCCS Re-Bid and Construction and Start-up Support

	Hourly Rate	Total Hours	Total Cost	Task 1	Task 2	Task 3	Task 4
				Revise Bid Documents	Assistance During Bidding	Assistance During Construction	Start-up Assistance
<i>PERSONNEL</i>				Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours
PROFESSIONAL PERSONNEL							
Project Director	\$180.00	49	\$8,820	10	15	14	10
Senior Engineer	\$158.00	97	\$15,326	0	0	33	64
Senior Project Scientist/Engineer	\$135.00	75	\$10,125	40	35	0	0
Project Engineer	\$110.00	200	\$22,000	0	0	52	148
Staff Scientist/Engineer	\$95.00	4	\$380	0	4	0	0
TOTAL ESTIMATED ENGINEERING COST		425	\$56,651	\$7,200	\$7,805	\$13,454	\$28,192
SUPPORT PERSONNEL							
CAD/GIS	\$85.00	0	\$0	0	0	0	0
Clerical/Word Processing	\$70.00	23	\$1,610	12	10	0	1
TOTAL ESTIMATED SUPPORT COST		23	\$1,610	\$840	\$700	\$0	\$70
DIRECT JOB COSTS							
			Total Cost	Cost	Cost	Cost	Cost
Per Diem (\$51/day) and Hotel (allow \$89/day)			\$3,360	\$0	\$280	\$560	\$2,520
Office supplies, mailing (2.5% of labor)**			\$1,457	\$201	\$213	\$336	\$707
Estimate of 4500 miles, <3/4 ton truck, @ \$ 0.54/mile			\$2,430	\$0	\$297	\$594	\$1,539
TOTAL ESTIMATED DIRECT COST			\$7,247	\$201	\$790	\$1,490	\$4,766
TOTAL ESTIMATED PROJECT COST			\$65,508	\$8,241	\$9,295	\$14,944	\$33,028

NOTE: ALL COST MUST MEET THE LANDFILL REMEDIATION PROGRAM ELIGIBILITY REQUIREMENTS

** THE COMMUNICATIONS FEE IS A STANDARD BILLING PRACTICE OF GOLDER ASSOCIATES INC.

EXHIBIT B

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. 16-111

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, FOR BID SUPPORT, RELATED ENGINEERING SERVICES, AND SYSTEM START UP FOR THE CONSTRUCTION OF A LANDFILL GAS COLLECTION AND CONTROL SYSTEM.

WHEREAS, the City of Casper desires to award a professional services contract with Golder Associates, Inc., for providing final plans and specification packaging, bidding, construction support, and system start up associated with the design of the Closed Balefill's Landfill Gas Collection and Control System (GCCS), Project No. 12-11; and,

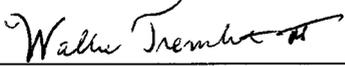
WHEREAS, Golder Associates, Inc., is ready, willing and able to provide these professional services.

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, the Contract for Professional Services with Golder Associates, Inc., for the services more specifically delineated in the Professional Services Agreement.

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 Sixty-Five Thousand Five Hundred Eight Dollars (\$65,508).

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 13, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract with Terracon Consultants, Inc.
Casper Solid Waste Facility Air Emissions Monitoring and Reporting, and
Casper Solid Waste Facility and Casper Service Center Stormwater and
Spill Response Management, Project No. 16-018.

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Terracon Consultants, Inc., (Terracon), in the amount of \$24,065.70, for the Casper Regional Solid Waste Facility Air Emissions Monitoring and Reporting, and Casper Solid Waste Facility and Casper Service Center Stormwater and Spill Response Management, Project No. 16-018.

Summary:

The Casper Regional Solid Waste Facility is required to perform air emissions monitoring and reporting under its Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) Casper Regional Solid Waste Facility Permit #3-2-183. Under this permit, the City of Casper is required to perform the following:

- Semi-annual visual air emissions monitoring and reporting;
- Report of annual Non-Methane Organic Compound (NMOC) emissions calculations;
- Report of annual air emissions inventory;
- Report of annual compliance certification to satisfy permit condition (C1)(a) of the Air Quality Operating Permit;
- Enter air reports into WDEQ/AQD IMPACT software system;
- Report Minor Source Emission Inventory as required by State Wide Inventory Surveys;
and
- Report of Green House Gases.

In addition, Casper Regional Solid Waste Facility and the Casper Service Center each hold an Industrial Stormwater Permit and associated Spill Prevention plans under its WDEQ Water Quality Division General Stormwater Permit. Under these industrial storm water permits, the City of Casper is required to annually review all storm water and spill prevention controls, update plans and perform annual staff training.

Terracon has performed both air and storm water consulting for the City since 2014, and continues to provide quality service. Terracon has experienced environmental air and storm water personnel available to perform the required monitoring and reporting.

For the Air Emissions Monitoring and Reporting, the scope of work for this agreement includes on-site inspections of air emissions, gathering operation data from City staff, running air modeling programs to calculate various air emission quantities, and preparation of annual reports. For the Solid Waste Facility and Casper Service Center Stormwater and Spill Response Management, the scope of work includes on-site inspections; corrective action and Best-Management-Practice (BMP) forms; along with consultation with City staff. In an effort to meet the requirements of the regulations for the Solid Waste Facility air permit, and Casper Solid Waste Facility and Casper Service Center Stormwater and Spill Response Management, City staff recommends an agreement with Terracon.

Funding will be provided from FY16 Balefill Fund Reserves.

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. Terracon Consultants, Inc., 1505 Old Happy Jack Road, Cheyenne, Wyoming, 82001("Contractor").

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

RECITALS

A. The City is undertaking certain activities necessary to meet requirements of the Wyoming Department of Environmental Quality (WDEQ) Title V Air Permit #3-2-183 for air emissions reporting for the Casper Solid Waste Facility and certain activities necessary to meet requirements of the WDEQ Water Quality Division Industrial Storm water Permits for the Casper Regional Solid Waste Facility and Casper Service Center, Project No. 16-018.

B. The project requires professional services for the preparation of the annual air emissions report for calendar year 2016 and for entering them into the WDEQ's Air Quality Division's IMPACT software, including Green House Gas reporting and semi-annual air emission inspections.

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 professional services in connection with and respecting the project as provided in Exhibit A.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of March, 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 Twenty-Four Thousand Sixty-Five and 70/100 Dollars (\$24,065.70).

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.

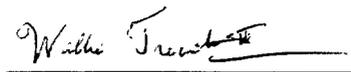
6. EXTENT OF CONTRACT:

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

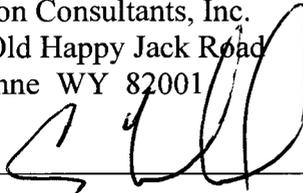
Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
Terracon Consultants, Inc.
1505 Old Happy Jack Road
Cheyenne WY 82001

By: Natalie Norris
Printed Name: NATALIE NORRIS
Title: CSR / Admin ASST III

By: 
Printed Name: CLAY MUIRHEAD
Title: PRINCIPAL

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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 Combined single unit

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.

**Exhibit A – Terracon Scope of Work
2016 CRL Title V Air Inspections and Reporting; and
SWPPP and SPCCP Semi-Annual Inspections and Reporting**

1. SCOPE OF SERVICES:

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

A. General Requirements

1. The project location is the Casper Regional Solid Waste Facility.
2. Consultant shall provide two copies of documents and work products in electronic format compatible with Owner's software, and two bound hard copies to Owner. Maps and drawings shall be in AutoCAD and pdf. Text shall be in Microsoft Word and/or Microsoft Excel. Consultant shall provide copies of the reports to third parties as requested by Owner, up to three additional hard copies. Reports for WDEQ or other third parties shall be bound or left unbound as appropriate or requested by the Owner. Consultant shall coordinate AutoCAD drawings to be compatible with the Owner's software.
3. Consultant shall comply with the analysis and reporting requirements of Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) for air emissions and inventory for landfills, and provisions of the WDEQ/AQD Title V Air Permit No. 3-2-183 for the Casper Regional Solid Waste Management Facility, including the Transfer Station, the old closed Balefill, and the Casper Regional Landfill.
4. Consultant shall provide a table listing all data required from the Owner to prepare the annual 2016 report by December 1, 2016. Owner will provide required data to Consultant by January 10, 2017.
5. Complete all items shown on Exhibit "B", which is attached hereto and made part of this agreement.

B. Semi-Annual Visible Emission Monitoring and Reporting

1. Consultant shall perform semi-annual WDEQ/AQD visible emission monitoring reporting at the Baler Building located within the Transfer Station. The visible emission reporting shall be performed for the north and south municipal solid waste baler (MSWB) baghouse exhausts, in general accordance with permit conditions F7, F12 and G4 of WDEQ/AQD Operating Permit No. 3-2-183, issued in 2013. The semi-annual field monitoring periods extend from January 1 to June 30, and from July 1 to December 31 each year.
2. The Semi-Annual Visible Emission inspections at the site shall be conducted by facility staff and the information emailed to Consultant.

3. At the end of each semi-annual monitoring period, Consultant shall submit two copies of a letter report to the Owner and WDEQ/AQD describing the results of the two visible emission monitoring events for that period. The semi-annual letter reports shall be submitted to the WDEQ/AQD by July 31 for the previous January 1 to June 30 period, and by January 31 for the previous July 1 to December 31 period.

C. Meetings

Meetings shall be performed via conference call, whenever possible, and only one on-site meeting shall be budgeted.

D. Annual WDEQ/AQD Permit Reporting

1. Consultant shall perform annual non-methane organic compounds [NMOC] emissions calculations as required by WDEQ/AQD Title V Air Permit No. 3-2-183 for the Casper Solid Waste Management Facility, including the Transfer Station, the old closed Balefill and the new Casper Regional Landfill. Consultant shall prepare five separate and distinct annual reports as required by WDEQ/AQD Permit No. 3-2-183. The reports include:

- a. Report of annual Non-Methane Organic Compound (NMOC) emissions calculations;
- b. Report of annual air emissions inventory;
- c. Report of annual compliance certification to satisfy permit condition (C1) (a) of the Air Quality Operating Permit; and
- d. Report of Green House Gases.
- e. Minor Source Emission Inventory as required by State-Wide Inventory Surveys

2. Consultant shall provide draft copies to Owner by the third week in January, following the reporting period. Consultant shall submit the three reports to WDEQ/AQD, no later than January 30 of the year following the reporting period.

3. Three bound copies shall be made for the final of each of the three reports. One bound copy shall be hand delivered to the local WDEQ/AQD, one copy shall be mailed to the Cheyenne WDEQ/AQD, and one copy shall be mailed to the United States Environmental Protection Agency (USEPA) Region 8 in Denver, Colorado.

4. Final report copies shall be provided to the Owner as described in Section I. A, General Requirements, by the last business day in January following the end of the reporting period.

E. Semi-Annual Inspections of Storm Water Controls, SWPPP and SPCCP

1. SWPPP Site Inspections: Consultant shall conduct semi-annual site inspections of storm water controls and SWPPP record keeping forms maintained by facility personnel at the Casper Service Center and the entire Casper Solid Waste Facility. Consultant's semi-annual site inspections shall be completed in the months of May and October each year, weather permitting. Following each semi-annual site inspection, Consultant shall complete the SWPPP Semi-Annual Inspection, Corrective Action and BMP Review Forms for each facility. Facility personnel shall be responsible for completing the SWPPP Annual Employee Training Forms and the Annual List of Significant Spills and Chronic Leaks Forms.

2. SPCCP Site Inspections: Consultant shall conduct semi-annual site inspections of the SPCCP controls and record keeping forms maintained by facility personnel at the Casper Service Center, Casper Transfer Station, Casper Special Waste Facility, Casper Baler Building, and Casper Landfill Equipment Storage Building. Consultant's semi-annual SPCCP site inspections shall be completed concurrent with the semi-annual SWPPP site inspections. Following each semi-annual SPCCP site inspection, Consultant shall prepare a letter report with findings and recommendations of the SPCCP inspections.

3. Consultant shall provide to the City the completed SWPPP Semi-Annual Inspection, Corrective Action and BMP Review Forms (considered the semi-annual SWPPP report), and the completed SPCCP semi-annual letter report within 30 days following the semi-annual site inspections. The documents shall be provided to City as described in Section I. A. General Requirements.

4. Consultant shall update the SWPPPS and SPCCPs as directed by the City staff. Updated SWPPPs and SPCCPs shall be provided to City by November 30, 2016.

Exhibit B -- Annual Cost Estimate -- Calendar Year 2016
Terracon Consultants, Inc.
Air Emissions Reporting for Casper Regional Solid Waste Facility
Semi-Annual SWPPP and SPCCP Inspections and Reporting for CRSWF and CSC
City of Casper Project No. 16-018
March 2016

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTI-PLIER	SUBTOTAL	ANNUAL TOTAL
Task 1: Semi-Annual Visible Emission Monitoring & Report to WDEQ AQD						
Project Manager Letter reports 2 hour/event(2 events)	4 00	HR	\$ 145 00	1 00	\$ 580 00	
Subtotal						\$ 580 00
Task 2: Meeting (one meeting at Owner's facility)						
Project Manager - preparation time	2 00	Hour	\$ 145 00	1 00	\$ 290 00	
Project Manager - meeting time	2 00	Hour	\$ 145 00	1 00	\$ 290 00	
Senior Air Quality Professional (by phone)	2 00	Hour	\$ 125 00	1 00	\$ 250 00	
Project Manager - Travel time	6 00	Hour	\$ 145 00	1 00	\$ 870 00	
Mileage - Project Manager	360 00	Mi	\$ 0 54	1 00	\$ 194 40	
Subtotal						\$ 1,894 40
Task 3: Annual NMOC Emissions Calculations & Report						
Project Manager	4 00	HR	\$ 145 00	1 00	\$ 580 00	
Senior Air Quality Professional	16 00	HR	\$ 125 00	1 00	\$ 2,000 00	
Clencal	1 00	HR	\$ 60 00	1 00	\$ 60 00	
Copying & Shipping	1 00	LS	\$ 50 00	1 15	\$ 57 50	
Subtotal						\$ 2,697 50
Task 4: Annual Air Emmissions Inventory due to Casper						
Project Manager	4 00	HR	\$ 145 00	1 00	\$ 580 00	
Senior Air Quality Professional	16 00	HR	\$ 125 00	1 00	\$ 2,000 00	
Clencal	1 00	HR	\$ 60 00	1 00	\$ 60 00	
Copying & Shipping	1 00	LS	\$ 50 00	1 15	\$ 57 50	
Subtotal						\$ 2,697 50
Task 5: Annual Compliance Certification due to Casper						
Project Manager	2 00	HR	\$ 145 00	1 00	\$ 290 00	
Senior Air Quality Professional	4 00	HR	\$ 125 00	1 00	\$ 500 00	
Clencal	3 00	HR	\$ 60 00	1 00	\$ 180 00	
Copying & Shipping	1 00	LS	\$ 50 00	1 00	\$ 50 00	
Subtotal						\$ 1,020 00
Task 6: Annual Green House Gases (GHG) Report						
Project Manager	1 00	HR	\$ 145 00	1 00	\$ 145 00	
Senior Air Quality Professional	6 00	HR	\$ 125 00	1 00	\$ 750 00	
Clencal	1 00	HR	\$ 60 00	1 00	\$ 60 00	
Copying & Shipping	0 00	LS	\$ 50 00	1 15	\$ -	
Subtotal						\$ 955 00
Task 7: Minor Source State Wide Inventory Reporting if Required by WDEQ AQD						
Project Manager	3 00	HR	\$ 145 00	1 00	\$ 435 00	
Senior Air Quality Professional	4 00	HR	\$ 125 00	1 00	\$ 500 00	
Clencal	2 00	HR	\$ 60 00	1 00	\$ 120 00	
Copying & Shipping	1 00	LS	\$ 50 00	1 15	\$ 57 50	
Subtotal						\$ 1,112 50
Task 8. WDEQ/AQD IMPACT System Entry and Electronic Reporting						
Project Manager	4 00	HR	\$ 145 00	1 00	\$ 580 00	
Senior Air Quality Professional	4 00	HR	\$ 125 00	1 00	\$ 500 00	
Staff Engineer	8 00	HR	\$ 105 00	1 00	\$ 840 00	
Subtotal						\$ 1,920 00
AIR EMISSIONS REPORTING TOTAL					\$ 12,876 90	\$ 12,876 90
Task 9: Semi-Annual Inspections and Reporting of Storm Water Controls, SWPPPs and SPCCPs						
Update SWPPP's and SPCCP's as Necessary						
Casper Regional Solid Waste Facility and Central Service Center						
Project Manager Travel - 2 semi-annual site inspections 6 hours/tnp	12 00	HR	\$ 145 00	1 00	\$ 1,740 00	
Project Manager Time on site 2 semi-annual site inspections 2 sites, 3 hrs/site	12 00	HR	\$ 145 00	1 00	\$ 1,740 00	
Mileage 2 semi-annual site inspections (360 m/inspection)	720 00	Miles	\$ 0 54	1 00	\$ 388 80	
Project Manager - 2 semi-annual reports, 2 sites 4 hr/site/semi-annual penod	16 00	HR	\$ 145 00	1 00	\$ 2,320 00	
Allowance to revise Casper Solid Waste Facility SWPPP and SPCCPs if necessary				1 00	\$ 5,000 00	
Subtotal						\$ 11,188 80
CONTRACT TOTAL					\$ 24,065 70	\$ 24,065 70

RESOLUTION NO. 16-112

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TERRACON, INC., FOR AIR EMISSIONS MONITORING AND REPORTING FOR THE CASPER REGIONAL SOLID WASTE FACILITY, AND STORMWATER MANAGEMENT SERVICES FOR THE CASPER REGIONAL SOLID WASTE FACILITY AND CASPER SERVICE CENTER.

WHEREAS, the Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) issued the Casper Regional Solid Waste Facility's Title V Air Permit in 2014, permit number 3-2-183; and,

WHEREAS, the air permit requires the City of Casper to monitor the air emissions related to the Casper Transfer Station operations, old Closed Balefill, and the Casper Regional Landfill and provide annual reporting; and,

WHEREAS, the WDEQ Water Quality Division issued the Casper Regional Solid Waste Facility and Casper Service Center Industrial Stormwater Permits in 2012; and,

WHEREAS, the industrial storm water permits require the City of Casper to monitor storm water and spill prevention controls, and annually review and update plans for the Casper Solid Waste Facility and Casper Service Center; and,

WHEREAS, the City of Casper desires to enter into a contract for professional services with Terracon, Inc., to provide air emissions monitoring and reporting and storm water consulting for the Casper Regional Solid Waste Facility, and provide storm water consulting services for the Casper Service Center; and,

WHEREAS, Terracon, Inc., is able and willing to provide those services, specified as Casper Solid Waste Facility Air Emissions Monitoring and Reporting and Stormwater Management, Project No. 16-018.

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 Terracon, Inc., to provide professional consulting services for Casper Solid Waste Facility Air Emissions Monitoring and Reporting and Stormwater Services, Project No. 16-018.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments for the 2016 calendar year reporting period, as set forth in said Agreement, with funds from the Balefill Cost Center not to exceed the sum of Twenty-Four Thousand Sixty-Five Dollars and 70/100 (\$24,065.70).

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

APPROVED AS TO FORM:
(Terracon, Inc., - Air Emissions Reporting and Monitoring – 16-018)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 30, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director 
Jason Knopp, City Engineer 
Jolene Martinez, Special Projects Coordinator 

SUBJECT: Federal Emergency Management Agency Pre-Disaster Mitigation Grant Application

Recommendation:

That Council, by resolution, authorize submission of an application to the Federal Emergency Management Agency Pre-Disaster Mitigation Grant program, in the amount of \$3,500,000, to be used to fund river restoration construction projects.

Summary:

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The cost estimate for riverbank and in-river construction for seven sites is estimated at over \$16 million.

Staff has identified funding available from the Federal Emergency Management Agency Pre-Disaster Mitigation Grant Program (FEMA). This grant program invests in mitigation activities that are sustainable and reduce overall risks to people and structures from future hazard events. Stream restoration is specifically named as a climate resilient mitigation activity that qualifies for funding within this grant program. Staff has determined that \$3,500,000 is the amount that can be requested for the Ft. Caspar/Izaak Walton stretch of river restoration construction. A 25% match is required and can be met with a combination of Optional One Cent #14 Sales Tax allocation for the Platte River Revival and Wyoming Wildlife and Natural Resource Trust grant funds. No additional funds are needed.

Casper has a valuable and unique asset in the North Platte River, and river restoration is a transformational investment in Casper's infrastructure and future. Improved water quality; protected drinking water infrastructure; improved aquatic and riparian habitat through Casper's core; and stabilized, improved banks are some of the river restoration outcomes. These will improve both river bank aesthetics and quality of life, and they may provide economic development opportunities such as increased tourism.

A resolution for Council's consideration has been prepared.

RESOLUTION NO.16-113

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY PRE-DISASTER MITIGATION GRANT PROGRAM

WHEREAS, the City of Casper has identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, a restored river will improve water quality, provide stabilized riverbanks to protect drinking water infrastructure, improve aquatic and riparian habitat; and,

WHEREAS, the City of Casper recognizes the need for this project and accepts the impacts of this project; and,

WHEREAS, the Federal Emergency Management Agency Pre-Disaster Mitigation Grant is designed to assist communities with implementing a sustained pre-disaster natural hazard mitigation program to reduce overall risks to the population and structures from future hazard events; and,

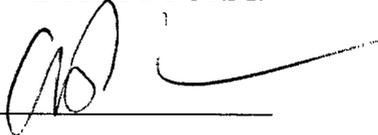
WHEREAS, the Pre-Disaster Mitigation Grant can provide up to \$3,500,000; and,

WHEREAS, the 25% match of \$1,200,000 can be met by a combination of 1%#14 funding budgeted for river restoration and Wyoming Wildlife and Natural Resource Trust grant funds and no additional funds are needed.

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 application to the Federal Emergency Management Agency for a Pre-Disaster Mitigation grant in the amount of \$3,500,000 for the river restoration 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

April 4, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
Jason Knopp, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Federal Emergency Management Agency (FEMA) Grant Applications

Recommendation:

That Council, by resolution, authorize submission of applications to the FEMA Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) program, in the amount of \$337,500, to be used to fund a channel improvement project.

Summary:

The 2013 Stormwater Management Master Plan recommended and ranked various stormwater improvements projects. The Lower Eastdale Creek Channel Improvements project outlined in the master plan includes installation of culverts and widening of the natural channel in order to reduce flooding of nearby public and private properties. The cost estimate for construction of the project is \$450,000.

Staff has identified funding available from FEMA in two separate forms, the Hazard Mitigation Grant Program (HMGP), and the Pre-Disaster Mitigation (PDM) program. Both programs invest in mitigation activities that are sustainable and reduce overall risks to people and structures from hazard events. The City is eligible to apply for grant funds in both programs in hopes that at least one application will receive approval. Approval of both applications would not be necessary and the City would withdraw its additional application should one be approved. Staff has determined that \$337,500 is the amount that can be requested for the project, and that a 25% match (\$112,500) is required and can be met with currently budgeted Optional One Cent #15 Sales Tax allocation for the Lower Eastdale Creek Channel Improvements Project. No additional funds are needed.

The 2013 Stormwater Management Master Plan is proving to be a valuable guide in flood mitigation and necessary upgrades to the City of Casper storm sewer system. The Lower Eastdale Creek Channel Improvements Project is a high-ranking project from that plan and also qualifies for this specialized FEMA grant funding to support this type of project.

A resolution for each grant application has been prepared for Council's consideration.

RESOLUTION NO. 16-114

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY PRE-DISASTER MITIGATION GRANT PROGRAM

WHEREAS, the City of Casper has identified the need to reduce flooding in Lower Eastdale Creek as recommended in the 2013 Stormwater Management Master Plan and has established a project called the Lower Eastdale Creek Channel Improvements; and,

WHEREAS, the reduced flooding will help protect both public and private property along the drainage channel; and,

WHEREAS, the City of Casper recognizes the need for this project and accepts the impacts of this project; and,

WHEREAS, the Federal Emergency Management Agency Pre-Disaster Mitigation Grant is designed to assist communities with implementing a sustained pre-disaster natural hazard mitigation program to reduce overall risks to the population and structures from future hazard events; and,

WHEREAS, the Pre-Disaster Mitigation Grant can provide up to \$337,500; and,

WHEREAS, the 25% match of \$112,500 can be met by currently budgeted 1%#14 funds and no additional funds are needed.

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 application to the Federal Emergency Management Agency for a Pre-Disaster Mitigation grant in the amount of \$337,500 for the channel improvements 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

April 4, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
Jason Knopp, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Federal Emergency Management Agency (FEMA) Grant Applications

Recommendation:

That Council, by resolution, authorize submission of applications to the FEMA Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) program, in the amount of \$337,500, to be used to fund a channel improvement project.

Summary:

The 2013 Stormwater Management Master Plan recommended and ranked various stormwater improvements projects. The Lower Eastdale Creek Channel Improvements project outlined in the master plan includes installation of culverts and widening of the natural channel in order to reduce flooding of nearby public and private properties. The cost estimate for construction of the project is \$450,000.

Staff has identified funding available from FEMA in two separate forms, the Hazard Mitigation Grant Program (HMGP), and the Pre-Disaster Mitigation (PDM) program. Both programs invest in mitigation activities that are sustainable and reduce overall risks to people and structures from hazard events. The City is eligible to apply for grant funds in both programs in hopes that at least one application will receive approval. Approval of both applications would not be necessary and the City would withdraw its additional application should one be approved. Staff has determined that \$337,500 is the amount that can be requested for the project, and that a 25% match (\$112,500) is required and can be met with currently budgeted Optional One Cent #15 Sales Tax allocation for the Lower Eastdale Creek Channel Improvements Project. No additional funds are needed.

The 2013 Stormwater Management Master Plan is proving to be a valuable guide in flood mitigation and necessary upgrades to the City of Casper storm sewer system. The Lower Eastdale Creek Channel Improvements Project is a high-ranking project from that plan and also qualifies for this specialized FEMA grant funding to support this type of project.

A resolution for each grant application has been prepared for Council's consideration.

RESOLUTION NO. 16-115

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM

WHEREAS, the City of Casper has identified the need to reduce flooding in Lower Eastdale Creek as recommended in the 2013 Stormwater Management Master Plan and has established a project called the Lower Eastdale Creek Channel Improvements; and,

WHEREAS, the reduced flooding will help protect both public and private property along the drainage channel; and,

WHEREAS, the City of Casper recognizes the need for this project and accepts the impacts of this project; and,

WHEREAS, the Federal Emergency Management Agency Hazard Mitigation Grant is designed to assist communities with natural hazard mitigation to reduce overall risks to the population and structures from future hazard events; and,

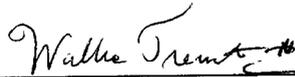
WHEREAS, the Hazard Mitigation Grant can provide up to \$337,500; and,

WHEREAS, the 25% match of \$112,500 can be met by currently budgeted 14 funds and no additional funds are needed.

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 application to the Federal Emergency Management Agency for a Hazard Mitigation grant in the amount of \$337,500 for the channel improvements 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

March 14, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Doug Follick, Leisure Services Director 

SUBJECT: Casper Ice Arena Fees

Recommendation:

That Council, by resolution, rescind Resolution No. 14-75 and establish fees for the use of the Casper Ice Arena.

Summary:

Due to an increase in processing fees at the ice arena, staff recommends increasing the User Group rental rate by 3.3%. This increase to \$124 per hour (\$62 per hour non-prime rate) will recover the cost of fees associated with the recently implemented software used by the Recreation Division. User Group fees were last increased in 2013.

1. User Groups - for organized hockey, figure skating or curling groups with appropriate insurance coverage. Skate rental included. Ice maintenance time requested during scheduled events or individual games will be charged to the User Group as ice time used.

	<u>Current Fee</u>	<u>Recommended Fee</u>
A. Exclusive Group Time	\$ 120/hour	\$ 124/hour
B. Ice Preparation Time for Curling	\$ 60/hour	\$ 62/hour
C. Weekdays Labor Day to Memorial Day, Opening until 1:30pm	\$ 60/hour	\$ 62/hour

2. Staff recommends increasing the Birthday Party fee to offset the rising cost of food. On average, the Ice Arena hosts nearly 100 birthday parties annually. Birthday parties include admission, skate rental, reserved table, food and party supplies. The following are Birthday Party fees:

	<u>Current Fee</u>	<u>Recommended Fee</u>
A. 10 people or less	\$ 95	\$ 110
B. Each additional person after 10	\$ 10/person	\$ 11/person

3. Staff recommends increasing the Private Birthday Party Skybox rental to \$25.00 per party.

	<u>Current Fee</u>	<u>Recommended Fee</u>
Private Birthday Party Skybox	\$15 per party	\$25 per party

Staff is not recommending other fee increases at this time as the Ice Arena will not be available from mid-March 2017 until early fall due to the ice making system replacement.

This recommendation has been approved by the Leisure Services Advisory Board at its March 10, 2016 meeting. A resolution is prepared for Council's consideration.

RESOLUTION NO.16-116

A RESOLUTION RESCINDING RESOLUTION NO. 14-75,
AND ESTABLISHING FEES FOR USE OF THE CASPER ICE
ARENA.

WHEREAS, the Casper City Council has established a policy that individuals, groups or organizations who desire the use of various recreational facilities shall bear a portion of the costs of servicing, maintaining and improving these facilities; and,

WHEREAS, it is necessary to review these fees, and revise if necessary, on a regular basis.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of the Casper Ice Arena, effective April 28, 2016.

1. Public Skating Sessions

- A. Daily Admission - \$4.50, child under 5 years free when accompanied by a paid admission. Punch pass with minimum purchase of 10 admissions - \$4 per punch (good for 12 months from date of purchase).
- B. Skate Rental - \$2.50, child under 5 years free when accompanied by a paid admission.
- C. Walker/Trainer Rental - \$3

2. Facility Passes - includes skate rental and valid for 12 months from date of purchase

- A. Adult (Ages 19 and over) \$85
- B. Youth (Ages 13-18) \$65
- C. Child (Ages 12 and Under) \$50
- D. Group/Corporate Pass Discount – For legally recognized businesses or organizations:
 - *Group – 20 or more passes purchased at one time 15% discount
 - *Corporate – 20 or more passes committed to in advance 15% discount
 - (Employees must produce proof of employment)
- E. Multi-Facility Pass – Annual passes allowing access to more than one facility in the Recreation Division (no other discounts apply to these discounted prices):
- F. Ice Arena/Recreation Center Annual Pass (All other combinations of multi-facility passes are addressed within the Casper Family Aquatic Center Resolution)
Adult - \$135; Youth - \$100; Child - \$75

3. Specialized Skating Sessions

- A. Adult Drop-In Hockey Admission -
- a. Daily Drop-In \$8 per session
 - b. Punch Pass (minimum purchase of 10) \$7 per session
- B. Special Dedicated Skating Sessions (such as Freestyle, Stick & Puck, etc.) –
- a. Daily Drop-In \$6 per session
 - b. Skater’s Punch Pass (minimum purchase of 10) \$5 per session
 - c. ½ Season Skater’s Pass \$425
 - d. Full Season Skater’s Pass \$750
- C. Exceptions - Private coaches are required to either provide the Daily Drop-In fee, Punch Pass or Coaches Pass prior to taking the ice.
- a. ½ Season Coach’s Pass \$212.50
 - b. Full Season Coach’s Pass \$375
 - c. Private coaches are required to pay 10% of gross revenues payable per terms defined in agreement. Private coaches must sign a hold harmless and indemnification form provided by the City of Casper.
- D. Group Instruction - \$15 per instructor, 30 minutes for groups of 8 or more during sessions when ample space is available.

4. Skating Classes

Registration fees will be established for classes to recover the direct costs of the instructor and any supplies needed, plus \$20 for ice time for any participant with a current Ice Arena Pass at the time of registration. An additional \$5 will be added to the class fee for those participants without an Ice Arena Pass at the time of registration.

5. Ice Rentals

- A. User Groups - for organized hockey, figure skating or curling groups with appropriate insurance coverage. Skate rental included. Ice maintenance time requested during scheduled events or individual games will be charged to the User Group as ice time used.
- a. Exclusive Group Time \$124 per hour
 - b. Ice Preparation Time for Curling \$62 per hour
 - c. Weekdays Labor Day to Memorial Day, opening to 1:30pm \$62 per hour

B. Schools - for recognized public or private schools, Monday through Friday before 3:00 p.m., skate rental included

- a. Basic Rate \$2 per student, per hour
(Minimum of 6)
- b. Instructor \$15 per instructor, 30 minutes

C. Other Groups (for exclusive use, skate rental included)

- a. Under 100 \$145 – October through March
\$135 – April through September
- b. 100 – 149 \$180 – October through March
\$170 – April through September
- c. 150 – 199 \$225 – October through March
\$215 – April through September
- d. 200 or more \$270 – October through March
\$260 – April through September

6. Miscellaneous Services

A. Skate Services

- a. Sharpening (next day or later) \$6.50
Skates Sharpening for Skates Requiring
Blade Removal \$8.50
- b. Sharpening (same day) \$8.50
Skates Sharpening for Skates Requiring
Blade Removal \$10.50
- c. Blade Profiling \$12
- d. Skate Repairs \$12 per hour (\$12 minimum charge)
- e. Skate Riveting \$6 plus \$1 per rivet replaced

B. Lockers

- a. Per Use \$.25
- b. Annual Rental \$60

C. Birthday Parties - includes admission, skate rental, reserved table, food and party supplies

- a. 10 people or less \$110
- b. 11 people or more \$110
Each Additional Person \$11
- c. Use of Meeting Room (Optional) \$25

D. Meeting Room Rental \$25 per hour (Maximum \$150/day)

Ice Arena user groups will be permitted to utilize the Ice Arena Meeting Room at no charge, provided usage is reserved at least three days in advance and the usage will not conflict with other Ice Arena opportunities for usage. All other room rental policies of the Casper Recreation Division will apply.

7. Special Rates

The Leisure Services Director, or authorized designee, may authorize reductions in fees for special promotions, unique situations or emergencies, if such reductions would be in the best interest of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution No. 14-75 is hereby rescinded.

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

March 14, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Doug Follick, Leisure Services Director 

SUBJECT: Casper Family Aquatic Center and Outdoor Pool Fees

Recommendation:

That Council, by resolution, rescind Resolution Nos. 14-72 and 14-73 and establishing fees for the use of the Casper Family Aquatic Center and the Outdoor Pools.

Summary:

Staff reviews fees and charges for aquatics facilities annually and makes recommended changes, if necessary, in February. If possible, incremental increases in pass fees are made in even numbered years and single daily admission increases are suggested during odd numbered years. Making relatively small adjustments in this manner has prevented the need to suggest significantly larger fee escalations to align with increases being realized in normal operating expenses such as utility fees and personnel costs.

Aquatics Center - Staff is recommending an increase of \$10 to all annual and 6 month Aquatic passes. The punch pass should be increased by \$.50/punch to match other punch card values/practices. Based on last year's data, an additional \$11,000 in pass revenue will be generated as a result of implementing suggested changes in pass prices.

Outdoor Pools - Staff is recommending an increase of \$.50 for daily admission to Paradise Valley and Mike Sedar aquatics facilities bringing a daily admission price to \$5. Based on 2015 data from Paradise Valley Pool, staff is estimating an increase in revenues of \$9,750 resulting from this suggested change in daily admission fees for Paradise Valley Pool and Mike Sedar Aquatics facility.

Staff is recommending that passes for the Casper Family Aquatic Center and the Outdoor Pools be combined into one Aquatics pass that would be valid at all City operated swimming facilities. A 3 month Aquatics Pass would be good for admission to both the Casper Family Aquatic Center and any outdoor aquatics facility. Three month Aquatics Center prices are \$80 for adults, \$65 for youth ages 13-18, and \$50 for children 5-12 years old. Outdoor pool passes were most recently available for \$55, \$50, and \$45 respectively. Staff has estimated \$4,500 additional revenue will be generated from this change based on past participation data.

The suggested fee changes reflect a 5.7% reduction in the subsidy associated with aquatics operations based on FY15 figures. The impact of these recommendations to the public for suggested fees are as follows:

1. Aquatics Annual & 6 Month Pass Options	<u>Current Fee</u>	<u>Proposed Fee</u>
A. Adult (Ages 19 and Over)	\$220/yr.	\$230/ yr.
B. Youth (Ages 13-18)	\$170/ yr.	\$180/ yr.
C. Child (Ages 5-12)	\$120/ yr.	\$130/yr.
D. Adult (Ages 19 and Over)	\$135/6 mo.	\$145/6 mo.
E. Youth (Ages 13-18)	\$105/6 mo.	\$115/6 mo.
F. Child (Ages 5-12)	\$75/6 mo.	\$85/6 mo.

Notes: Children aged 4 years and under are free. There is no proposed increase in the price of 3 month Casper Family Aquatics Center passes.

2. Multi-Facility Pass Options

Aquatics Pass / Recreation Center Pass

	<u>Current Fee</u>	<u>Proposed</u>	<u>Current Fee</u>	<u>Proposed</u>
A. Adult (Ages 19 and Over)	\$255/yr.	\$270/yr.	\$160/6 mo.	\$170/6 mo.
B. Youth (Ages 13-18)	\$190/yr.	\$205/yr.	\$120/6 mo.	\$135/6 mo.
C. Child (Ages 5-12)	\$135/yr.	\$145/yr.	\$ 75/6 mo.	\$95/6 mo.

Aquatics Pass / Ice Arena Pass

	<u>Current Fee</u>	<u>Proposed Fee</u>
A. Adult (Ages 19 and Over)	\$260/yr.	\$265/yr.
B. Youth (Ages 13-18)	\$205/yr.	\$210/yr.
C. Child (Ages 5-12)	\$150/yr.	\$155/yr.

All Recreation Facility Pass

	<u>Current Fee</u>	<u>Proposed Fee</u>
A. Adult (Ages 19 and Over)	\$325/yr.	\$340/yr.
B. Youth (Ages 13-18)	\$250/yr.	\$260/yr.
C. Child (Ages 5-12)	\$185/yr.	\$190/yr.

3. Daily Admission Fees	<u>Current Fee</u>	<u>Proposed Fee</u>
A. Aquatics Center Punch Passes	\$5	\$5.50
B. Paradise Valley and Mike Sedar Pools	\$4.50	\$5

4. Facility Rentals

Casper Family Aquatic Center Party Room - Include the \$35/hour rate charged for Sunday parties in the Resolution. The existing rate of \$50 for 1 ½ hours remains for Saturday parties.

This recommendation has been approved by the Leisure Services Advisory Board at its March 10, 2016 meeting. A resolution is prepared for Council's consideration.

RESOLUTION NO.16-117

A RESOLUTION RESCINDING RESOLUTION NOS. 14-72 AND 14-73, AND ESTABLISHING FEES FOR THE USE OF THE CASPER FAMILY AQUATIC CENTER AND THE OUTDOOR SWIMMING POOLS.

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various recreational facilities shall bear a portion of the costs of servicing, maintaining, and improving these facilities; and,

WHEREAS, it is necessary to review these fees, and revise if necessary, on a regular basis.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of the Casper Family Aquatic Center and the Outdoor Swimming Pools, effective April 28, 2016.

1. Facility Pass (Good for 3, 6, or 12 months from date of purchase)
 - A. Adult (Ages 19 and Over)
\$230- Annual; \$145- 6 months; \$80- 3 months
 - B. Youth (Ages 13-18)
\$180- Annual; \$115- 6 months; \$65- 3 months
 - C. Child (Ages 5-12)
\$130- Annual; \$85- 6 months; \$50- 3 months
 - D. Group/Corporate Discount for legally recognized businesses or organizations:
 - Group - 20 or more passes purchased at one time. 15% Discount
 - Corporate - 20 or more passes committed to in advance. 15% Discount
(Employees must produce proof of employment)
2. Multi-Facility Pass - Annual passes allowing access to more than one facility in the Recreation Division (no other discounts apply to these discounted prices):
 - A. Aquatic Center/Recreation Center Pass
Adult - \$270; Youth - \$205; Child - \$145
6 Month Pass Option (from date of purchase): Adult - \$170; Youth - \$135; Child - \$95

- B. Aquatic Center/Ice Arena Pass
Adult - \$265; Youth - \$210; Child - \$155
- C. All-Complex Pass (Aquatic Center, Recreation Center, Ice Arena)
Adult - \$340; Youth - \$260; Child - \$190
- D. There will be a \$5 replacement fee for any facility pass which is lost but still valid.

3. Daily Admission

- A. Casper Family Aquatic Center
 - a. \$6 – Children under 5 years free (maximum of 2 children per adult), when accompanied by a paid admission.
 - b. Punch pass with minimum purchase of 10 admissions - \$5.50 per punch.
- B. Outdoor Swimming Pools
 - a. \$3.50 – Marion Kreiner and Washington Pools
 - b. \$5 – Mike Sedar and Paradise Valley Pools

4. Facility Rentals

Casper Family Aquatic Center

- A. Party Room – Capacity of 25 people \$50 for one and one half hours or
\$35 for one hour (option on Sundays only).
Swimmer admission is not included.
- B. Conference Room \$20 per hour (Maximum of \$135 per day) –
Does not include swimming pool access.
- C. Entire Facility \$375 (Maximum of three hours)
- D. Schools (for recognized public or
private schools, Monday-Friday
before 3:00 p.m.)
 - Basic Rate \$2.75 per student per hour (minimum of six)
 - Adapted Physical Education \$20 per hour (for up to 10 swimmers) –
for Leisure Pool without play features

- | | |
|----------------------|---|
| E. Therapy Providers | Regular admission fees apply to all clients and providers (maximum of 3 clients per therapy provider for non-exclusive use of the aquatic facility). Therapy providers must sign a hold harmless and indemnification form provided by the City of Casper. |
| F. Personnel Fee | \$15 per hour per staff member (required if a conference room rental occurs when the facility is not normally open, or if additional staff is required for set up. |

Outdoor Pool Private Rentals

Basic Rates (all pools, maximum three hours)
 Up to 60 people, 3 lifeguards - \$75/hour
 61-90 people, 4 lifeguards - \$90/hour
 91-120 people, 5 lifeguards - \$105/hour
 121 and more people, 6+ lifeguards - \$120/hour

Additional Rates
 Wading Pool, 1 extra lifeguard - \$20/hour
 PV Waterslide, 2 extra lifeguards - \$35/hour

*A \$5 administrative fee will be assessed for revisions to already processed permits.

5. Exceptions

A. Commercial Activities

- Private Instruction - 10% of gross revenues: Instructor must sign a hold harmless and indemnification form provided by the City of Casper.
- Facility Rental - \$10/day in addition to rental fee

B. City of Casper activities - fee waived.

C. Groups providing resources, financial or in-kind, to the City of Casper - fees waived or negotiated.

6. Lockers

\$.25 per use or annual rental fee: \$50 full size locker; \$40 half size locker

7. Classes

Registration fees will be established for classes to recover the direct costs of the instructor and any supplies needed, plus 35% of the direct costs for administrative overhead for any participant with a current Aquatic Center Pass at the time of registration. An additional \$10 will be added to the class fee for those participants without an Aquatic Center Pass at the time of registration.

8. Daily Fitness Class Fee

\$7 drop-in registration for any aquatic fitness class offered (includes Aquatic Center Pass privileges for that day). Punch pass with minimum purchase of 10 classes - \$6.50/punch (good for 12 months from date of purchase).

9. Special Rates

The Leisure Services Director or authorized designee may authorize reductions in fees for special promotions, unique situations or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution Nos. 14-72 and 14-73 are hereby rescinded.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 15, 2016

MEMO TO: V.H. McDonald City Manager

FROM: Liz Becher, Assistant City Manager / Community Development Director *LB*

SUBJECT: A Resolution Authorizing a Lease Agreement with the State of Wyoming, Department of Administration and Information, Construction Management for Property Located in the Downtown Area to be used as a parking lot

Recommendation:

That Council, by resolution, authorizes the lease agreement with the State of Wyoming, Department of Administration and Information, Construction Management for property located in the downtown area to be used as a parking lot.

Summary:

On April 20, 2016, the State of Wyoming intends to close on the property previously owned by the Goodstein Trust and generally located along Collins Drive between Midwest Avenue and David Street. The attached lease allows the City to continue leasing the property for community use as additional parking for events such as the monthly art walks, summer and holiday parades, Troopers events, sporting events at the high school, and many others. The lease will be for a term of one year and one month, commencing on April 20, 2016 and terminating on May 20, 2017. The rent payment will be One Dollar (\$1.00) per year, payable each July. All parking requests for the lot will be coordinated through the Community Development Office.

The Lease Agreement and Resolution are attached for Council's consideration.

**LEASE AGREEMENT BETWEEN
STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION, CONSTRUCTION
MANAGEMENT AND
THE CITY OF CASPER**

1. **Parties.** This Lease is made between City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David, Casper, Wyoming 82601 [Lessee], and the State of Wyoming, Department of Administration and Information, Construction Management [Lessor], a governmental body of the State of Wyoming, whose address is 700 West 21st Street, Cheyenne, Wyoming 82002. In consideration of the mutual covenants contained herein, the parties agree as follows:

A. Lessor's business address for the purpose of notification under the terms of this Lease is:

Department of Administration and Information
Construction Management
700 West 21st Street
Cheyenne, WY 82002

B. Lessee's business address for the purpose of notification under the terms of this Lease is:

City of Casper, Wyoming
Attn: City Manager
200 N. David
Casper, Wyoming 82601

With a copy to:
City of Casper, Wyoming
Attn: City Attorney's Office
200 N. David
Casper, Wyoming 82601

C. In the event that the addresses listed above change, the party whose address has changed will notify the other party to the Lease in writing within seven (7) days.

2. **Purpose of Lease.**

A. Lessor is the sole owner of the Premises described below, and desires to lease the Premises to a suitable lessee for business purposes.

B. Lessee desires to lease the Premises for conducting business. The Premises will be occupied by the City of Casper, Wyoming, a Municipal Corporation. The leased Premises are leased to Lessee for use by Lessee for public and economic development purposes, including its use for the parking of motor vehicles. Lessee shall have the right to: landscape the leased Premises, and to install fixtures and improvements on and under the leased Premises at its sole cost.

C. The parties desire to enter into an agreement [Lease] defining their rights, duties, and liabilities relating to the lease of the Premises.

D. For consideration, Lessor leases to Lessee the land [Premises] located in the County of, Natrona, State of Wyoming, and more particularly described as follows: See Exhibit A, 2 pages.

3. **Term of Lease.** Lessor leases to the Lessee the above Premises for a term of one (1) year and one (1) month, commencing on April 20, 2016 and terminating on May 20, 2017 or sooner as provided herein. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Lessee, and has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, and, if required by Wyo. Stat. § 9-2-1016(b)(iv)(D), approved by the Governor or his designee. The effective date of this Lease shall be the date of the last signature, and the Lease shall commence on the date of the last signature or on the date specified in the Term of Lease provision, whichever is later. This Lease may be extended under the same terms and conditions by mutual written agreement of the parties to this Lease.
4. **Rent Payment.** The rent to be paid under this Lease by Lessee to Lessor shall be ONE DOLLAR (\$1.00) per year. The annual rental amount will be paid each July. No payment shall be made under this Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.
5. **Responsibilities of Lessor.**
 - A. **Quiet Enjoyment.** Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Lessee pays the rent, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.
 - B. **Taxes.** Lessor is tax exempt.
6. **Responsibilities of Lessee.**
 - A. **Access to Premises.** Lessee shall permit Lessor or its agents to enter the portion of the Premises occupied by Lessee at all reasonable hours, after providing written notice five (5) days in advance, to inspect the Premises provided that Lessee's use of the Premises shall not be unreasonably impaired.
 - B. **Non-assignment.** Neither Lessee nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others without an approved agreement with the Lessor.
 - C. **Surrender of Possession.** Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Lessor free of subtenants, including improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair.
 - D. **Utilities.** Lessee shall pay if any, all costs for electric services, gas services sewer and water services.
 - E. **Nuisances.** Lessee shall keep the property clear of all nuisances, including, but not limited to weeds, litter and garbage.
 - F. **Snow Rcmoval.** Lessee shall provide snow removal.
7. **Special Provisions.**
 - A. **Alterations, Additions, and Improvements.**
 - (i) Lessee may, with the Lessor's prior written approval and at Lessee's own expense, at any time during the lease term, make alterations, additions, or improvements in and to the

Premises. No structural or substantial portion of the Premises shall be demolished or removed by Lessee without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not lessen the value of the Premises.

- (ii) All alterations, additions, and improvements on or in the Premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

B. Condition of Premises.

- (i) **Lessee:** Lessee has examined and knows the condition of the Premises to be leased.
- (ii) **Lessor:** Lessor agrees to provide the leased Premises in an "as is" condition.

C. Destruction of Premises.

- (i) **Substantial Destruction.** If the Premises shall be damaged by fire or other casualty which shall, in the opinion of the Lessee, make the Premises substantially unusable, the obligation to pay rent shall cease until the Premises are substantially usable by Lessee.
 - (a) **Repair.** Lessee and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List". The list shall contain the following:
 - (1) Damages to be repaired by either Lessor or Lessee;
 - (2) Damages that will not be repaired; and
 - (3) The dates by which either Lessor or Lessee shall complete repairs.
 - (b) **Failure to Repair.** If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Lessee and Lessor, this Lease may be terminated by either party.
- (ii) **Partial Destruction.** In the event of partial destruction of the Premises, Lessee shall be entitled to a proportionate reduction of rent while repairs are being made. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Lessee.
 - (a) **Repair.** Lessee and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List". The list shall contain the following:
 - (1) Damages to be repaired by either Lessor or Lessee;
 - (2) Damages that will not be repaired; and
 - (3) The dates by which Lessor or Lessee shall complete repairs.
 - (b) **Failure to Repair.** If the repairs, as specified in the Substantial/Partial Destruction and Repair List are not completed within the time specified, or as

otherwise mutually agreed upon by Lessee and Lessor, this Lease may be terminated by either party.

- D. Easements, Contracts, or Encumbrances.** The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the Premises.
- E. Insurance.**
- (i) Lessee: During the term of this Lease and for any further time that Lessee shall hold the leased Premises, Lessee shall obtain and maintain, at its expense, insurance through the Wyoming Association of Risk Managers (WARM) pool pursuant to Wyo. Stat. § 1-42-201, on the Premises, including all buildings, improvements, equipment and personal property on the Premises, and all alterations, additions, and improvements to the Premises, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire.
 - (ii) Lessor: To the extent allowable under the Governmental Claims Act, the Lessor shall be self-insured for liability through the State Self Insurance Program (SSIP).
- F. Repairs.**
- (i) Lessee shall keep in good repair all grounds of the leased Premises.
 - (ii) Lessee, at own expense, shall repair any damage or injuries caused by Lessee, its customers, members, invitees, agents or employees, but not including normal wear and tear.
- G. Successors and Assigns.** This Lease and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assignees, agents and employees of both parties.
- H. Time is of the Essence.** Time is of the essence in all provisions of this Lease.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.
- B. Nondiscrimination.** The Lessor and Lessee shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with this Lease.
- C. Applicable Law/Venue.** The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.
- D. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party. The Lessor shall not use this Lease, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Lessee.
- E. Entirety of Lease.** This Lease, consisting of six (6) pages and Exhibit A, consisting of two (2) pages, constitute the entire agreement between the parties and supersedes all prior negotiations,

representations or contracts, either written or oral. This Lease cannot be changed except by a written instrument subsequently executed by the parties.

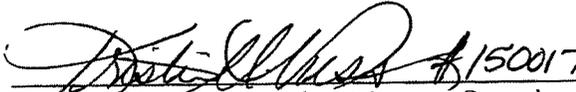
- F. Indemnification.** The Lessee shall release, indemnify, and hold harmless the State, the Lessor, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of Lessee's performance or failure to perform under this Lease.
- G. Notice.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above. Every notice shall be deemed to have been given three (3) days after being deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.
- H. Sovereign and Governmental Immunity.** The State of Wyoming does not waive sovereign immunity by entering into this Lease, and specifically retains immunity and all defenses available to it as sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. The Lessee does not waive any right(s) it may have under the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 et. seq., and the Lessee specifically reserves the right to assert any and all rights, immunities, and defenses it may have thereunder.
- I. Termination.** This Lease may be terminated immediately for cause if the Lessee fails to perform in accordance with the terms of this Lease. In addition to any other event provided for herein whereby this Lease may be terminated, either party may terminate this agreement upon fifteen (15) days written notice of termination.
- J. 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 Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.
- K. Unlawful or Ultrahazardous Activity.** Neither Lessor or Lessee shall use nor occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Lessee agrees to use the leased Premises in full compliance with all state and federal laws, rules and regulations, and with all City ordinances.
- L. Lease Modification.** Lessor and Lessee agree that any modification of this Lease's language without the express approval of the Wyoming Attorney General's office renders this Lease null and void.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** IN WITNESS THEREOF, the parties to this Lease through their duly authorized representative have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease. This Lease is not binding on either party until approved by the Purchasing Section, Department of Administration & Information, and the Governor of the State of Wyoming, if required by law.

The effective date of this Lease is the date of the signature last affixed to this page.

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

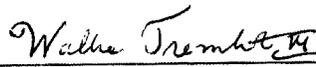


Kristin M. Nuss, Senior Assistant Attorney General

04-15-16

Date

CITY ATTORNEY'S OFFICE: APPROVAL AS TO FORM



Wallace Trembath III, Assistant City Attorney

04-15-16

Date

LESSOR:

State of Wyoming, Department of Administration & Information, Construction Management

Mel Muldrow, Administrator

Date

LESSEE:

City of Casper

Daniel Sandoval, Mayor

Date

Lessee's Tax Identification:

ATTEST:

Tracey L. Belser, City Clerk

Date

EXHIBIT "A"

Commitment No.: 4523-2594056

The Land referred to in this Commitment is described as follows:

PARCEL 1

A PARCEL LOCATED IN AND BEING A PORTION OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND A POINT IN THE INTERSECTION OF THE SOUTHERLY LINE OF WEST MIDWEST AVENUE WITH THE WESTERLY LINE OF THE PROPOSED EXTENSION OF SOUTH DAVID STREET, IN SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 9; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY LINE OF SAID PROPOSED EXTENSION OF SOUTH DAVID STREET, S.0°02'01"E., 231.80 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL AND A POINT IN AND INTERSECTION WITH THE NORTHERLY LINE OF BLOCK 1, C & NW TRAIL ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED NOVEMBER 27, 2001 AS INSTRUMENT NO. 682443; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID BLOCK 1, C & NW TRAIL ADDITION S.63°38'05"W., 235.02 FEET TO A POINT; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID BLOCK 1, C & NW TRAIL ADDITION, S.66°46'59"W., 96.99 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL, THE NORTHWESTERLY CORNER OF SAID BLOCK 1, C & NW TRAIL ADDITION AND A POINT IN AND INTERSECTION WITH THE EASTERLY LINE OF SOUTH ASH STREET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL AND THE EASTERLY LINE OF SAID SOUTH ASH STREET, N.0°09'36"W., 228.04 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL AND A POINT IN THE INTERSECTION OF SAID EASTERLY LINE OF SOUTH ASH STREET WITH THE SOUTHERLY LINE OF SAID WEST MIDWEST AVENUE; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID WEST MIDWEST AVENUE, N.64°00'30"E., 333.99 FEET TO THE POINT OF BEGINNING

PARCEL 2

A PARCEL LOCATED IN AND BEING A PORTION OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL AND A POINT IN THE INTERSECTION OF THE NORTHERLY LINE OF WEST COLLINS AVENUE WITH THE EASTERLY LINE OF SOUTH ASH STREET, IN SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 9; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF SAID PARCEL AND THE EASTERLY LINE OF SAID SOUTH ASH STREET, N.0°09'13"W., 246.44 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL AND THE SOUTHWESTERLY CORNER OF BLOCK 1, C & NW ADDITION, TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED NOVEMBER 27, 2001 AS INSTRUMENT NO. 682443; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID BLOCK 1, C & NW TRAIL ADDITION, N.69°16'30"E., 11.90 FEET TO A POINT OF CURVE; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID BLOCK 1, C & NW TRAIL ADDITION, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1006.73 FEET AND THROUGH A CENTRAL ANGLE OF 5°46'34", NORTHEASTERLY, 101.49 FEET, AND THE CHORD OF WHICH BEARS N.66°40'51"E., 101.45 FEET TO A POINT OF TANGENCY; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID BLOCK 1, C & NW TRAIL ADDITION, N.63°49'53"E., 217.76 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL AND A POINT IN AND INTERSECTION WITH THE WESTERLY LINE OF THE PROPOSED EXTENSION OF SOUTH DAVID STREET; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY LINE OF SAID PROPOSED EXTENSION OF SOUTH DAVID STREET, S.0°02'01"E., 143.05 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, PARALLEL TO THE NORTHERLY LINE OF SAID WEST COLLINS AVENUE, S.63°58'15"W., 195.78 FEET TO A POINT; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S.26°01'15"E., 87.79 FEET TO A POINT IN AND INTERSECTION WITH THE NORTHERLY LINE OF SAID WEST COLLINS AVENUE; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID WEST COLLINS AVENUE, S.63°58'15"W., 180.02 FEET TO THE POINT OF BEGINNING

PARCEL 3

A PARCEL LOCATED IN AND BEING A PORTION OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED AND A POINT IN THE NORTHERLY LINE OF WEST COLLINS STREET AND FROM WHICH POINT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID WEST COLLINS STREET WITH THE EASTERLY LINE OF SOUTH ASH STREET, BOTH IN THE CITY OF CASPER, WYOMING, BEARS S.64°02'W., 180.02 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF SAID PARCEL AND LEAVING SAID NORTHERLY LINE OF WEST COLLINS STREET AND ALSO ALONG THE WESTERLY LINE OF THAT CERTAIN TRACT IDENTIFIED AS THE O.L. WALKER TRACT, N.25°57'30"W., 87.79 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL AND ALSO THE NORTHWESTERLY CORNER OF SAID O.L. WALKER TRACT; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND O.L. WALKER TRACT AND PARALLEL TO THE NORTHERLY LINE OF SAID WEST COLLINS STREET, N.64°02'E., 196.27 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL AND A POINT IN AND INTERSECTION WITH THE WESTERLY LINE OF PROPOSED DAVID STREET EXTENSION; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY LINE OF SAID PROPOSED DAVID STREET EXTENSION, S.0°00'03"W., 97.62 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL AND A POINT IN AND INTERSECTION WITH THE NORTHERLY LINE OF SAID WEST COLLINS STREET; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID WEST COLLINS STREET, S.64°02'W., 153.53 FEET TO THE POINT OF BEGINNING

RESOLUTION NO. 16-118

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION AND INFORMATION, CONSTRUCTION MANAGEMENT FOR PROPERTY LOCATED IN THE DOWNTOWN AREA TO BE USED AS A PARKING LOT

WHEREAS, the State of Wyoming, Department of Administration and Information, Construction Management, whose address is 700 West 21st Street, Cheyenne, Wyoming 82002 (hereinafter referred to as the "Lessor") and the City of Casper, 200 North David Street, Casper, Wyoming (hereinafter referred to as the "City") desire to enter into a lease agreement for land in the downtown area; and,

WHEREAS, the Lessor owns land that the City wishes to utilize for additional parking for special events downtown; and,

WHEREAS, the attached lease agreement provides for the lease of said land by the City from Lessor.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest a resolution authorizing a lease agreement with the State of Wyoming, Department of Administration and Information, Construction Management for property described within said lease.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 8, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Assistant City Manager / Community Development Director

SUBJECT: Recommending a List of Legislative Issues Pertinent to the City for Spring WAM Board meeting

Recommendation:

That Council, by resolution, recommends the following list of legislative issues pertinent to the City of Casper for submittal to the Spring Wyoming Association of Municipalities (WAM) Board meeting.

Summary:

City staff discussed the following list of ideas with Council at the April 12, 2016 work session, and is recommending that they be presented on behalf of the City of Casper at WAM's Board meeting in late April.

- A review of the State's limitations placed on the allocation of Bar and Grill licenses issued to municipalities
 - Partner with the Wyoming State Liquor Association on legislative changes that will improve the economic opportunities for municipalities to encourage new business developments desiring a bar and grill license.
- Unemployment changes
 - Since 2012, the cities of Casper, Gillette, and Cheyenne have brought to the attention of the Department of Workforce Services, issues concerning how local government employers are reimbursed through the unemployment program.
- The amendment of the Property Lien statute related to the abatement of dangerous buildings
 - Wyoming State Statutes should be amended to give cities a super-priority lien which can be filed against the property by the County Assessor.
- Amendments to the Wyoming Public Records Act, specific to Body Worn Cameras
 - Staff research has indicated that other state statutes indicate that a Body Worn Camera recording is confidential and exempt from public records requirements under certain circumstances; providing exceptions; requiring a law enforcement agency to retain body camera recordings for at least a specified period; providing for retroactive application; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc. WAM should research and recommend language.
- The development of a Skier's Liability Code
 - Ski area liability in Wyoming is only covered by The Wyoming Recreational Act leaving Wyoming as one of the very few states that does not have a specific statute formalizing the doctrine of inherent risk and assumption of the risk,

specific to skiing. The National Ski Area Association is pursuing new legislation to create a specific Wyoming Ski Area Safety Act.

- Development of statute language for the use of Drone employment by law enforcement
 - Despite their proven effectiveness, concerns about privacy threaten to overshadow the benefits this technology promises to bring to public safety. From enhanced officer safety through the exposure of unseen dangers, to finding those most vulnerable who may have wandered away from their caregivers, to enhancements in crime scene processing and documentation, the potential benefits are irrefutable. However, privacy concerns are an issue that must be dealt with effectively if a law enforcement agency expects the public to support the use of drones by their police.
- The ongoing support for the Wyoming Business Council's economic development funding initiatives – grant and loan programs
 - Encourage WAM to endorse the Wyoming Business Council programs during the legislative sessions
- The establishment of a Vertical Local Assessment District
 - A Vertical Local Assessment District (VLAD) would allow a developer to cover some portion of development costs using the LAD system and the developer would then transfer the proportionate share of the assessment to the owner as the properties are sold. This process would encourage infill development; be applicable to sidewalk and utility costs, and some fire suppression equipment; lower project risk; and promote the redevelopment of blighted areas.
- The creation of a Capital Facilities One-Cent Match Program
 - WAM support of enabling legislation which would allow the Wyoming Business Council to provide match funds to local governments which pass a One Cent Capital Facilities Tax for specific projects.

A Resolution has been prepared for Council's consideration.

RESOLUTION NO.16-119

A RESOLUTION AUTHORIZING A LIST OF LEGISLATIVE ISSUES PERTINENT TO THE CITY OF CASPER FOR SUBMITTAL TO THE SPRING 2016 WYOMING ASSOCIATION OF MUNICIPALITIES BOARD MEETING

WHEREAS, The Wyoming Association of Municipalities' (WAM) mission is to advocate for cities' and towns' common interests; and,

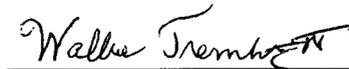
WHEREAS, WAM's goals include providing aggressive advocacy of state and federal legislation beneficial to Wyoming municipalities and active opposition to legislation detrimental to municipal interest, building effective leadership in municipalities through education and services, and facilitating and/or managing cooperative programs and specialized service to municipalities; and,

WHEREAS, the City of Casper has prepared a list of legislative issues pertinent to the local community for formal submittal to the WAM Board of Directors at their April Board meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest a resolution authorizing a list of legislative issues pertinent to the City of Casper for submittal to the Spring 2016 Wyoming Association of Municipalities Board meeting.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

April 13, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Tracey Belser, Assistant City Manager 
Jason C. Shellabarger, Fleet Maintenance Manager
SUBJECT: Authorize Purchase of one (1) New Industrial Desiccant Air Dryer

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new industrial desiccant air dryer from Compression Leasing Services Inc., Casper, Wyoming, to be used in the Fleet Maintenance Division of the Support Services Department, in the amount of \$7,715.25.

Summary:

Quotes were requested for one (1) new industrial desiccant air dryer to replace the aged refrigerant dryer that is required to remove moisture from the facilities pressured air system. Removing moisture from the pressurized air system prevents internal damage to the air operated vehicle lifts and air tools utilized in the repair portion of the facility. The current refrigerant air dryer is 28 years old and has reached the end of its useful life, switching this unit to a desiccant dryer will reduce the maintenance on this portion of the pressurized air system and will remove moisture more efficiently than a refrigerant air dryer. On April 5, 2016, quotes were received from Compression Leasing, Superior Industrial, and Napa Auto Parts. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Total</u>
(1) Zeks Eclipse ZC1160	Compression Leasing	\$7,715.25	\$7,715.25
(1) Champion 370CFM	Superior Industrial	\$8,775.00	\$8,775.00
(1) Chicago Pneumatic CPAD	Napa	\$9,032.00	\$9,032.00

The recommended purchase of the Zeks Eclipse ZC1160 meets all of the required specifications. This desiccant dryer will replace the Fleet Maintenance Facility's current refrigerant air dryer. All quotes received were local.

This purchase is funded by the Fleet Maintenance Division's Reserves. This purchase is budgeted in FY 2016 for light equipment replacement.

April 7, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Tracey Belser, Assistant City Manager *TB*
Jason C. Shellabarger, Fleet Maintenance Manager
SUBJECT: Authorize Purchase of one (1) New Industrial Air Compressor

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new industrial air compressor from Compression Leasing Services Inc., Casper, Wyoming, to be used in the Fleet Maintenance Division of the Support Services Department, in the amount of \$12,461.06.

Summary:

Quotes were requested for one (1) new industrial air compressor to replace one of two compressor units that supply the Fleet Maintenance Facility with pressurized air. The pressurized air system is used to operate vehicle lifts and air tools used throughout the Fleet Maintenance Facility. The air compressors that serve the Fleet Facility are 28 years old and have reached the end of their useful life. On April 5, 2016, quotes were received from Compression Leasing, Superior Industrial, and Napa Auto Parts. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Total</u>
(1) Sullivan Palettek 40DG	Compression Leasing	\$12,461.06	\$12,461.06
(1) Quincy QGD40	Compression Leasing	\$15,741.85	\$15,741.85
(1) Champion L29	Superior Industrial	\$18,155.08	\$18,155.08
(1) Chicago Pneumatic CPC40	Napa	\$18,118.00	\$18,118.00

The recommended purchase of the Sullivan Palettek meets all of the required specifications. This compressor will replace one of two compressors that supply the Fleet Maintenance Facility with pressurized air.

This purchase will be funded by the Fleet Maintenance Division's Reserves. This purchase is budgeted in FY 2016 for light equipment replacement.

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Assistant City Manager 
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize the purchase of one (1) new Skid Steer Edge Paver

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new skid steer edge paver, with options, from R&D Hydraulics MFG, Chico, California, to be used in the Streets Division of the Public Services Department, in the amount of \$16,502.00.

Summary:

This piece of equipment will be to help out on long curb cuts and to eliminate the need for the large paver on smaller patches. When curb or curbside is removed, eighteen to twenty-four inches of asphalt is typically removed as well. The Streets Division currently has to fill these long and narrow sections of asphalt with shovels and hand tools. This work is very repetitive and physically demanding. This piece of equipment will help injury prevention and provide a more efficient process.

Quotes were requested for one (1) new skid steer edge paver. On March 1, 2016, quotes were received from R&D Hydraulics MFG, Spartan Equipment, and Hitek Equipment INC. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Total</u>
RD Trench Paver	R&D Hydraulics	\$16,502.00	\$16,502.00
MG7 Asphalt Paver	Spartan Equipment	\$50,000.00	\$50,000.00
Pavijet MG7	Hitek Equipment	\$51,126.00	\$51,126.00

The recommended purchase of the RD Trench Paver meets all of the necessary specifications. The difference in the pricing is due to Spartan and Hitek only offering units with side shifting capabilities, the R&D unit is a stationary unit maneuvered by the machine it is attached to. Quotes for new equipment were requested for this purchase due to the lack of availability of used equipment that met the required specifications. No local vendors submitted a quote.

Funding for this purchase will come from FY 2016 Optional One Cent #15 Sales Tax.

April 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Assistant City Manager 
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of Three (3) Mid-Size Sedans

Recommendation:

That Council, by minute action, authorize the purchase of three (3) new Ford Fusion Sedans, from Greiner Motor Company, Casper, Wyoming, to be used in the Casper Police Department in the amount of \$61,485.00, before trade-in allowance.

Summary:

Bids for three (3) new Mid or Full Size Sedans were received on March 25, 2016 to replace three vehicles in the Police Department that are due for scheduled replacement. Two bids were supplied by local and statewide vendors. The bids are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Base Cost</u>	<u>Estimated Trade-in Value</u>	<u>Estimated Total Cost</u>
(3) 2017 Ford Fusions	Greiner	\$61,485.00	\$5,800.00	\$55,685.00
(3) 2016 Ford Taurus's	Fremont	\$71,523.54	\$10,700.00	\$60,823.54

This purchase will replace three vehicles in the Police Department that are due for scheduled replacement. Funding for this purchase will come from FY 2016 Optional One Cent #15 Sales Tax.

April 13, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Tracey Belser, Assistant City Manager *JB*
Jason C. Shellabarger, Fleet Maintenance Manager
SUBJECT: Authorize Purchase of Six (6) New Heavy Duty Pickups by the State Bid Process

Recommendation:

That Council, by minute action, authorize the purchase of Six (6) new heavy duty pickups by the state bid process from Greiner Motor Company, Casper, Wyoming to be utilized in the Public Services Department. The amount of this purchase is \$203,091.00 with options, before trade-in allowances.

Summary:

Wyoming State Statute allows local Wyoming government to purchase specific vehicles by utilizing the State bid process. Taking advantage of this process reduces the cost of vehicles purchased. This year, we are requesting to purchase six (6) new Ford heavy duty pickups with options for replacements. These vehicles being replaced have reached the replacement criteria set by the Fleet Division and are scheduled replacements for FY 2016.

<u>Bid Item</u>	<u>Division</u>	<u>Vendor</u>	<u>Base Cost</u>	<u>Estimated Trade-In Value</u>	<u>Estimated Total Cost</u>
(1) 2016 Ford F-350 4x4 regular cab & chassis	Parks	Greiner	\$37,259.00	\$1,000.00	\$36,259.00
(1) 2016 Ford F-350 4x4 extended cab & chassis	Streets	Greiner	\$32,349.00	\$2,185.00	\$30,164.00
(1) 2016 Ford F-350 4x4 extended cab & chassis	Streets	Greiner	\$32,349.00	\$2,185.00	\$30,164.00
(1) 2016 Ford F-350 4x4 extended cab & chassis	Water Distribution	Greiner	\$40,829.00	\$2,750.00	\$38,079.00
(1) 2016 Ford F-250 4x4 regular cab pickup	Water Distribution	Greiner	\$28,728.00	\$3,675.00	\$25,053.00

(1) 2016 Ford F-250 4x4 crew cab pickup	Solid Waste	Greiner	\$31,577.00	\$6,575.00	\$25,002.00
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These purchases will be replacements for multiple divisions of the Public Services Department.

Funding for these purchases will come from FY 2016 Optional One Cent #15 Sales Tax, as well as the reserves of the Solid Waste Division, and Public Utilities Division.