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Motion to Allow Council Sponsorship of the League of Women
Voters to Use Council Chambers as a Public Forum during
Current Election Season.

Memorandum & Correspondence. 484

REGULAR COUNCIL MEETING

Tuesday, June 17, 2014

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. Smoking is Not Permitted.
- IV. Use of Cellular Telephones is Not Permitted, and Such Telephones Shall Be Turned Off or Otherwise Silenced During the Council Meeting.
- V. The Hearing Impaired Are Encouraged to Contact the City Manager's Office No Later Than 12:00 Noon on the Monday Preceding the Council Meeting, if Assistance is Required.
- VI. Wheelchair Bound Members of the Public Are Encouraged to Contact the City Manager's Office No Later than 12:00 Noon on the Monday Preceding the Council Meeting, if Additional Handicapped Parking is Required.
- VII. Speaking to the City Council (These Guidelines Are Also Posted at the Podium in the Council Chambers)
 - Clearly State Your Name and Address.
 - Please Keep Your Remarks Pertinent to the Issue Being Considered by the City Council.
 - Please Limit the Time of Your Presentation to Five Minutes or Less.
 - Please Do Not Repeat the Same Statements that Were Made by a Previous Speaker.
 - Please Speak to the City Council as You Would Like to Be Spoken To.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE JUNE 3, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 13, 2014

4. CONSIDERATION OF BILLS AND CLAIMS

5. ESTABLISH DATES OF PUBLIC HEARING

A. Consent

1. Establish July 1, 2014 as the Public Hearing Date for Consideration of:

- a. Consideration of a Vacation and Replat a Portion of Lot 9, all of Lots 10 & 11, and a Portion of Lot 12, Block 119, and a Portion of a Vacated alley within Block 119, Sheridan Heights Addition, and Platting Portions of the SE1/4SW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming to Create **Sheridan Heights Addition No. 3**; and Rezoning of the Same From M-1 (Limited Industrial) and C-2 (General Business) to Entirely M-1 (Limited Industrial), Generally Located South of the Intersection of **East C & North Melrose Streets**.
- b. Consideration of a Vacation and Replat of Lots 10 & 11 and a Portion of Talon Drive, **Mountain Plaza Addition No. 6 to Create Wolf Creek Eight**, Generally located off Talon Drive South and West of Mountain Plaza Assisted Living; and a Rezoning of Proposed Lots 17 and 18, Wolf Creek Eight Addition, From PUD (Planned Unit Development) and R-4 (High Density Residential) to Entirely R-4 (High Density Residential).
- c. Consideration of a Vacation and Replat of Tract A, Wolf Creek Eight and Lots 2, 3 & 4 and West 37th Street, Mountain Plaza Addition No. 5; and an Annexation and Plat of a Portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6th P.M., Natrona County Wyoming, to Create the **Wolf Creek Nine**, Generally Located Southwest of Talon Drive and Aspen Place; and Zoning Said Property from Natrona County Zoning Classification C (Commercial) and City Zoning Classifications (PUD) Planned Unit Development, OB (Office Business), and C-2 (General Business) to Entirely R-2 (One Unit Residential).
- d. Consideration of a **Vacation and Replat** of Tracts A, B, & C, Heritage Hills Addition No. 2 to Create **Heritage Hills Addition No. 3**, Generally Located Southeast of the Current South Beverly Street Terminus.

5. ESTABLISH DATES OF PUBLIC HEARING (cont'd)

A. Consent

1. Establish July 1, 2014 as the Public Hearing Date for Consideration of:
 - e. Consideration of an Ordinance **Amending Section 17.94.100** of the Casper Municipal Code Pertaining to Parking Regulations in the **Old Yellowstone District and South Poplar Street Corridor** (OYDSPC) Form-Based Code.
2. Establish August 19, 2014 as Public Hearing Date for the Consideration of:
 - a. Annexation **Compliance with Title 15**, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Wolf Creek Nine Addition** Complies with W.S. 15-1-402.
 1. Resolution.
 2. Third reading Ordinance Approving Annexation, and Zoning of Wolf Creek Nine Addition.

6. PUBLIC HEARINGS

A. Resolutions

1. Consideration of Fiscal Year 2013-**2014 Budget Adjustments**.
2. Consideration of **Adoption of Fiscal Year 2014-2015 Budget**.

7. THIRD READING ORDINANCES

A. Consent

1. **Adoption of 2014 National Electrical Code**.
2. Zone Change of Lot 5, **The Heights Addition No. 2**, and 64.28-acre Portion of SE1/4SW1/4, Section 8, T33N, R78W, 6th P.M., Natrona County, Wyoming, Located South of East Second Street at the Terminus of **Venture Way**, From PUD (Planned Unit Development) to AG (Urban Agriculture).

8. FIRST READING ORDINANCES

A. Consent

1. Approve **Amending Certain Sections of Title 16** of the Casper Municipal Code Pertaining to **Digital Plat Data Submission Standards**.
2. Approve **Amending Certain Sections of Title 13 and 16** of the Casper Municipal Code Pertaining to **Digital As-Built Submission Standards**.

9. RESOLUTIONS

A. Authorizing a **Sublease Agreement** Draft with **Amoco Reuse Agreement Joint Powers Board** for Real Property located in the Amoco Platte River Commons.

1. Richie Bratton
2. Scott Sissman
3. LeAnn Miller
4. Renee Penton-Jones
5. Katie Adrians

B. Authorizing an Amendment to the Contract for Professional Services with **Stantec Consulting Services**, in the Amount of \$124,000, for Additional Design Services for the **North Platte River Restoration Project**.

C. Authorizing Contract for Professional Services with **Golder Associates**, in the Amount of \$240,000, for the **Phytoremediation System Project**.

D. Consent

1. Authorizing the **Release of Local Assessment District Liens** Filed Against Properties for which the Assessed Balance has been Paid in Full.
2. Authorizing Submission of a **Grant Application** to the Wyoming State Historic Preservation Office, in the Amount of \$4,000, to Complete Survey Forms and the Wyoming Historic Architecture Forms for the **Old Yellowstone and Downtown Areas of Casper**.
3. Rescinding Resolution No. 12-133, and **Establishing Fees** for Use of the **Hogadon Ski Area**.
4. Authorizing Contract for Professional Services with **Trihydro Corporation**, in the Amount of \$78,003, for Testing Services Related to the **2014 McKinley Street Improvements Project**.
5. Authorizing Agreement with **Treto Construction, LLC**, in the Amount of \$129,045, for the **Balefill Compost Yard Building Floor Project**.

9. RESOLUTIONS (cont'd)

6. Authorizing Agreement with **CR Concrete & Excavation, Inc.**, in the Amount of \$170,000, for the **Hogadon Reservoir Membrane Replacement Project**.
7. Authorizing Agreement with **Modern Electric Co.**, in the Amount of \$122,000, for the **2nd Street and Sam's Club Intersection Improvements Project**.
8. Authorizing Agreement with **Treto Construction, LLC**, in the Amount of \$638,450, for the **Zone 1 Concrete Replacement Project** for the Removal and Replacement of Damaged Concrete in Various Areas of Town.
9. Authorizing Agreement with **Ramshorn Construction, Inc.**, in the Amount of \$729,425, for the **McKinley Street Improvements Project**.
10. Authorizing Agreement with **71 Construction, Inc.**, in the Amount of \$282,294.71, for the **2014 Sanitary Sewer Improvements Project**.
11. Authorizing Agreement with **Knife River**, in the Amount of \$1,420,000, for the **Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project**.
12. Authorizing Agreement with **71 Construction, Inc.**, in the total Amount of \$168,290.71, and a Deduct Change Order No. 1 for a Decrease of \$26,075, for a Revised Total of \$142,215.71, for the **MacKensie Dog Park Paving And Pathway Project**.
13. Authorizing Change Order No. 2 with **High Country Construction** in the Amount of \$151,031, for the **Biosolids Composting and Unlined C&D Cell Project**.
14. Approving a Vacation and Replat of Lot 41A of Mesa Addition No. 5, Lot 41A & Meadowlark Hills Lot 44A, Block 6 Addition, to Create **Mesa Addition No. 9**, Generally Located South of **CY Avenue on Central Drive**.
15. Authorizing Contract with **National Development Council**, in an Amount not to Exceed \$10,000, for Provisions of **Economic Development and Urban Redevelopment Consulting Services**.
16. Approving the Sub-Area Plan for Lot 10, **Park Ridge Medical Campus No. 2 Addition** Located at **650 Granite Peak Drive**.

9. RESOLUTIONS (cont'd)

17. Authorizing a **Contract** for Professional Services with **Community Action Partnership** of Natrona County in an Amount not to Exceed \$291,166.
18. Authorizing a Contract for Professional Services with **Intermountain Coach Leasing, Inc.**, to Purchase a 30 Passenger **Replacement Bus** to be Used by the Casper Area Transportation Coalition (CATC), a Wyoming Non-Profit Corporation, in an Amount not to Exceed \$105,940.
19. Authorizing a **Lease with first Right of Refusal** of City-Owned Property Located at Lot 40, Block 1, in the City of Casper, Natrona County, Wyoming, as per Plat Recorded February 7, 1899, in Book E of Deeds, Page 151; to Casper Downtown Development Authority, for Economic Development Purposes Pursuant to W.S. § 15-1-112(b)(i)(D), Located at **234 South David Street**, Casper, Wyoming 82601.
20. Authorizing Fiscal Year 2014-2015 Contract with the **Casper Area Transportation Coalition**, in an Amount Not to Exceed \$35,000, for the Provision of Subsidized Fares to **Low-Income residents**.
21. Authorize 2014-2015 Contract with the **Youth Crisis Center**, in an Amount not to Exceed \$60,000, for **Provision of Human Services**.
22. Authorize a Contract for Professional Services with **Superior Structures**, to Perform Services Related to Housing and Community Development Programs, at a Rate of \$34 per Hour and not to exceed 147 Hours for **Fiscal Year 2014-2015**.
23. Authorizing a Contract for Professional Services with **Installed Sales Solutions for Siding Replacement**, 139 Columbine Street, in an Amount not to Exceed \$26,496.
24. Authorizing the **Filing of Applications** with the Federal Transit Administration for **Federal Transportation Assistance** Authorized by 49 U.S.C. Chapter 53, Title 23 United States Code, and Other Federal Statutes Administered by the Federal Transit Administration.
25. Authorizing the Change of **Channel 03** from Education and Governmental (EG) Access to **Public, Educational, and Governmental (PEG) Access Programming**.
26. Authorizing the Proposed Project Applications and Joint Resolution for the **2014 County Consensus Funding** to be Submitted to the State Loan and Investment Board, on behalf of all the local government entities in Natrona County.

9. RESOLUTIONS (cont'd)

27. Authorizing an Agreement with **Architectural Doors and Hardware**, in an Amount not to Exceed \$120,000, for the Replacement of Various Door and Hardware and Closers at the **Casper Events Center**.

10. MINUTE ACTION

A. Consent.

1. Authorizing **Andreen Hunt Construction** to Work Extended Hours during Construction of **Gosfield Village #4 Addition**.
2. **Reject Bid** Received for the **1st Street Improvements Project, No. 14-06**.
3. Motion to Allow Council Sponsorship of the **League of Women Voters** to **Use Council Chambers** as a Public Forum during Current Election Season.

11. COMMUNICATIONS

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

13. ADJOURNMENT

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
June 3, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, June 3, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer.

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Schlager, to, by minute action, approve the minutes of the May 15 2014, special Council meeting, as published in the Casper-Star Tribune on May 23, 2014. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Schlager, to, by minute action, approve the minutes of the May 20 2014, regular Council meeting, as published in the Casper-Star Tribune on May 30, 2014. Passed.

Moved by Councilman Schlager, seconded by Councilman Bertoglio, to, by minute action, approve the minutes of the May 27 2014, special Council meeting, as published in the Casper-Star Tribune on June 2, 2014. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by minute action, approve payment of the June 3, 2014, bills and claims, as audited by City Manager Patterson. Passed.

Bills & Claims
06/03/14

71 Construction	Goods	\$6,225.45
A Boyle	Reimb	\$1,224.00
A Eakins	Refund	\$42.38
A Edwards	Refund	\$49.16
A Jones	Refund	\$7.82
A Krahn	Reimb	\$120.74
A Lantis	Reimb	\$90.28
A Manford	Refund	\$53.07
A Morgan	Refund	\$51.83
A Ragland	Refund	\$150.00
Adecco	Services	\$715.60
AdvancedTrafficProducts	Goods	\$121,582.00
AltitudeRecycling	Goods	\$86,025.20
AMBI	Services	\$799.66
AmericanEagleCleaning	Services	\$2,150.00
AmericanLinen	Services	\$199.95
Amerigas	Goods	\$68.19
ArrowheadHeating	Services	\$180.00

AsbestosTechnicalServices	Services	\$3,600.00
AtlanticElec	Services	\$1,437.50
B Hopkins	Refund	\$40.80
B Stewart	Refund	\$7.81
B Wnuk	Reimb	\$366.00
BankOfAmerica	Goods	\$291,572.91
BarDSigns	Goods	\$715.00
Bentz'sTownPump	Goods	\$448.50
Brenntag	Goods	\$28,234.06
BulldogHotShot	Refund	\$38.91
Burns/McDonnellEngineering	Services	\$17,096.09
C Nettles	Refund	\$52.32
CarolinaSoftware	Services	\$600.00
CasperTin	Goods	\$6,510.00
Centurylink	Services	\$3,216.42
ChamberofCommerce	Goods	\$371.00
Charter	Services	\$450.00
CivilEngineeringProf	Projects	\$13,035.70
CMITeco	Goods	\$222,853.00
Coban	Services	\$9,225.00
CollectionCenter	Services	\$1,513.57
CommTech	Goods	\$3,093.00
ComputerPros	Goods	\$112.70
D Bower	Refund	\$52.47
D Coulter	Refund	\$14.49
D Dewald	Refund	\$59.64
D Griswold	Reimb	\$1,634.11
D Roe	Refund	\$30.00
DavidsonFixedIncome	Services	\$6,515.60
Dell	Goods	\$2,315.15
DomsonBGService	Goods	\$1,122.76
DoubleDWelding	Services	\$1,710.00
EMBGolfCarts	Goods	\$248.99
EnvironmentalCivilSolutions	Services	\$19,970.53
FirstData	Services	\$1,817.85
FirstInterstateBank	Services	\$13,109.31
FischerAutoBody	Services	\$1,557.00
GeorgeTSanders	Supp	\$74.52
GolderAsoc	Services	\$3,960.00
Granicus	Services	\$725.00
GreensSewer	Services	\$245.00
Greiner	Goods	\$173,739.00
GroundEngineering	Services	\$8,115.00
H Schmill	Refund	\$9.22
HarrisComputer	Services	\$600.00
HewlettPackard	Goods	\$1,192.91

HighCountryConstruction	Projects	\$418,329.69
HilstonAppraisals	Services	\$750.00
Hitek	Services	\$2,778.40
Homax	Goods	\$136,580.93
HusseySeating	Goods	\$41,355.00
Installation&Svc	Projects	\$21,783.18
InternationalColiseums	Projects	\$36,727.47
IrrigationTech	Services	\$1,600.00
ISC	Services	\$17,360.00
J Chambers	Services	\$130.00
J Henderson	Reimb	\$1,224.00
J Jolovich	Refund	\$2,992.00
J Levin	Reimb	\$444.00
J McCoy	Refund	\$150.00
J Moore	Reimb	\$1,224.00
J Morales	Refund	\$750.00
J Nickerson	Reimb	\$94.00
J Parks	Reimb	\$155.40
J Quintana	Refund	\$42.21
J Tremel	Reimb	\$141.00
JKCEngineering	Services	\$2,295.00
JohnsonControls	Services	\$537.50
Joshua'sStorehouse	Funding	\$274,800.00
K Bain	Refund	\$26.38
K Gibson	Refund	\$54.76
K Goebel	Refund	\$37.43
L Johansson	Refund	\$150.00
L Smith	Refund	\$58.67
L Stilwell	Refund	\$49.65
L Wise	Refund	\$50.14
LaborReady	Services	\$6,116.88
LarmarAdvertising	Services	\$1,350.00
LongBuildingTech	Services	\$3,747.58
M Carothers	Reimb	\$37.74
M Holte	Refund	\$46.72
M Lord	Refund	\$15.00
M McDaniels	Reimb	\$79.08
M Walker	Refund	\$58.67
Manpower	Services	\$3,249.05
McMurryReadyMix	Goods	\$1,106.25
Melco	Services	\$2,814.00
Microsoft	Services	\$1,935.50
Motorola	Goods	\$5,029.97
MunicipalCodeCorp	Goods	\$734.51
Napa	Goods	\$129.41
NCSD	Goods	\$2,929.54

NicolaysenMuseum	Funding	\$357.42
PeakGeosolutions	Services	\$3,120.00
Pepsi	Goods	\$698.50
PhippsConst	Projects	\$107,500.00
PlatteRiverCrossing	Funding	\$52,330.00
R Dangel	Refund	\$12.97
R Hieb	Reimb	\$47.00
R Young	Reimb	\$171.19
ResourceStaff	Services	\$2,103.87
RockyMtnPower	Services	\$85,168.96
S Bullock	Reimb	\$40.00
S Coursen	Refund	\$47.15
S Jenkins	Reimb	\$47.00
S Low	Reimb	\$199.80
S Mathews	Refund	\$14.97
S Mayo	Refund	\$51.12
S Nelson	Reimb	\$85.33
S Nunn	Reimb	\$36.00
S Schell	Reimb	\$298.00
SamParsonsUpholstery	Services	\$331.66
SkylineRanches	Services	\$379.99
Smarsh	Services	\$1,925.00
SourceGas	Services	\$38,166.06
StantecConsult	Projects	\$49,565.72
StarTribune	Services	\$328.90
StellarProgramming	Services	\$880.00
Stotz	Goods	\$5,175.80
SuperiorStructures	Goods	\$12,173.15
Sysco	Goods	\$7,656.69
T Cutrell	Reimb	\$1,548.00
T Johnson	Refund	\$34.06
TurnkeyServices	Services	\$5,733.68
UPS	Services	\$33.75
UrgentCare	Services	\$2,401.00
UtilityBillSolutions	Services	\$2,287.61
V Fowler	Refund	\$20.22
Verizon	Services	\$2,662.43
VisionServicePlan	Services	\$1,095.23
W Pate	Refund	\$75.62
WalterCementConstruction	Services	\$2,500.00
WERCSCcommunications	Services	\$1,015.00
WestlandPark	Services	\$2,354.67
WorthingtonLenhart&Carpenter	Services	\$57,751.60
WrightBrothers	Projects	\$25,880.40
WyAssocMunicipalities	Services	\$1,510.00
Y Reyna	Refund	\$51.83

YouthCrisisCenter	Funding	\$5,055.92
Z Winter	Reimb	\$94.00
		\$2,536,212.15

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

ORDINANCE NO. 10-14
AN ORDINANCE TO CREATE CASPER MUNICIPAL
CODE 15.40.085

WHEREAS, the Casper Fire Department finds an increasing number of nuisance fire alarms within the City of Casper.

WHEREAS, the Casper Fire Department wishes to create a Casper Municipal Code to allow penalties for multiple nuisance fire alarms.

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

Section 1:

Section 15.40.085 of the Casper Municipal Code is hereby created to read as follows:

A. 15.40.085 Nuisance Fire Alarms

1. Time periods.

For the purpose of determining the time periods imposed by this section, nuisance fire alarms, as defined by the International Fire Code 2012 ed., shall be dated from the day of their occurrence.

2. Registered Systems.

Alarm systems registered with the City of Casper Finance Department shall be defined as registered systems.

3. First Response.

Casper Fire-EMS response to a premises with a registered system at which no other nuisance alarms have occurred within the same calendar year shall be referred to as a "first response." No penalty or administrative sanction shall be imposed by any first response. However, non-registered systems are subject to penalties in Article 4 upon first response and all subsequent responses.

4. Third and Subsequent Response—Civil Penalty.

When three (3) or more nuisance alarms have occurred at any premises in any calendar year, the owner shall have committed the infraction of a "repetitive nuisance alarm." The civil penalty for a third and succeeding nuisance alarm in any calendar year shall be \$100.00 per occurrence, in addition to any fees imposed pursuant to Chapter 15.40.110 of this code. Any nuisance alarm which results from a failure to take required corrective action to prevent such recurrence after notice thereof by the Community Risk Reduction Division and/or any nonpayment of any nuisance alarm penalty may result in the

Community Risk Reduction Division providing written notice ordering the disconnection of such alarm until the required corrective action or payment of penalty has been made; provided, however, that no disconnection shall be ordered on any premises required by law to have an alarm system in operation.

5. Notice of Violation.

a. Responsibility for Issuance. The Community Risk Reduction Division shall be responsible for the issuance of written notices of infraction to the owner following the second and each succeeding nuisance alarm in any calendar month. The Community Risk Reduction Division shall notify the City Finance Department of the amount of the penalties to be collected. It shall be the responsibility of the Finance Department to collect such penalties.

b. Waive Imposition. In the event the Community Risk Reduction Division determines that the nuisance alarm(s) occurred as a direct result of an interruption of electrical power, telephone system malfunction, an alarm equipment malfunction, or other causes beyond the control of the owner, the Community Risk Reduction Division may waive imposition of the applicable nuisance alarm penalty or administrative sanction.

Section 2:

This ordinance shall become effective upon passage on third reading and publication.

PASSED on 1st reading the 6th day of May, 2014.

PASSED on 2nd reading the 20th day of May, 2014.

PASSED, APPROVED AND ADOPTED on the third and final reading the 3rd day of June, 2014.

ORDINANCE NO. 7-14

AN ORDINANCE APPROVING A ZONE CHANGE FROM R-4 (HIGH DENSITY RESIDENTIAL) TO ED (EDUCATIONAL DISTRICT) FOR VARIOUS LOTS LOCATED WITHIN THE NATRONA COUNTY HIGH SCHOOL CAMPUS.

WHEREAS, an application has been made to rezone Lot 6, Block 83; Lots 7-14, Block 84; Lots 1-12, Block 92; and Lots 1-3 & 13-15, Block 93, Casper Addition from zoning classification R-4 (High Density Residential) to ED (Educational District); and,

WHEREAS, after a public hearing on March 25, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

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

SECTION 1:

Lot 6, Block 83; Lots 7-14, Block 84; Lots 1-12, Block 92; and Lots 1-3 & 13-15, Block 93, Casper Addition, all located within the Natrona County High School Campus, are hereby rezoned from zoning classification R-4 (High Density Residential) to ED (Educational District).

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 6th day of May, 2014.

PASSED on 2nd reading the 20th day of May, 2014.

PASSED, APPROVED AND ADOPTED on the third and final reading the 3rd day of June, 2014.

ORDINANCE NO. 8-14

AN ORDINANCE APPROVING THE JTL INDUSTRIAL PARK SUBDIVISION AGREEMENT AND THE FINAL PLAT OF JTL INDUSTRIAL PARK, COMPRISING 3.611 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of JTL Industrial Park, creating two (2) lots (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within the NW1/4SE1/4 & NE1/4SW1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, 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, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing held March 25, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

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

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

SECTION 1:

The Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the JTL Industrial Park Subdivision Agreement.

SECTION 2:

The final plat of the JTL Industrial Park is hereby approved under terms and conditions of the JTL Industrial Park Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 6th day of May, 2014.

PASSED on 2nd reading the 20th day of May, 2014.

PASSED, APPROVED AND ADOPTED on the third and final reading the 3rd day of June, 2014.

ORDINANCE NO. 9-14

AN ORDINANCE APPROVING THE BME INVESTMENTS ADDITION NO. 1 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF BME INVESTMENTS ADDITION NO. 1, COMPRISING 1.060-ACRES, MORE OR LESS.

WHEREAS, application has been made for final plat approval of the BME Investments Addition No. 1, creating a single lot (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within a portion of the NE1/4SE1/4 of Section 3, T3 3N, R79W, 6t" P.M., Natrona County, 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, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing held March 25, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

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

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

SECTION 1:

The Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the BME Investments Addition No. 1 Subdivision Agreement.

SECTION 2:

The final plat of the BME Investments Addition No. I is hereby approved under terms and conditions of the BME Investments Addition No. 1 Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 6th day of May, 2014.

PASSED on 2nd reading the 20th day of May, 2014.

PASSED, APPROVED AND ADOPTED on the third and final reading the 3rd day of June, 2014.

ORDINANCE NO. 11-14
AN ORDINANCE AMENDING SECTION 5.08.025 OF
THE CASPER MUNICIPAL CODE, PERTAINING TO
ISSUANCE OF SATELLITE WINERY PERMITS.

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

Section 1:

Section 5.08.025 of the Casper Municipal Code shall be amended to read as follows:

5.08.025 Microbrewery and winery permits—Authorized—Conditions—Dual permits and licenses—Fees – SATELLITE WINERY PERMITS.

- A. Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), the city council may issue:
 1. A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off -premises personal consumption;
 2. A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on -premises and limited off -premises personal consumption.
 3. SATELLITE WINERY PERMITS, SUBJECT TO THE TERMS AND CONDITIONS OF SECTION 5.08.140, AUTHORIZING A WINERY PERMIT HOLDER TO SELL ITS MANUFACTURED WINE AT THE NUMBER OF SATELLITE LOCATIONS AS SPECIFIED BY W.S. 12-4-412(d), AS IT MAY, FROM TIME TO TIME BE AMENDED, FROM ITS LICENSED MANUFACTURING SITE UNDER THE ORIGINAL PERMIT. SATELLITE WINERY PERMITS WILL BE ISSUED ON

APPLICATION TO THE CITY CLERK FOR EACH LOCATION FOLLOWING APPROVAL OF THE CITY COUNCIL AFTER A PUBLIC HEARING FOR CONSIDERATION OF THE PERMIT APPLICATION. SATELLITE WINERY PERMITS SHALL BE SUBJECT TO THE APPLICABLE TERMS AND CONDITIONS OF THIS CHAPTER.

4. EVERY APPLICANT FOR A SATELLITE WINERY PERMIT SHALL FILE WITH THE CITY CLERK, AT THE TIME OF APPLICATION FOR THE INTIAL PERMIT, AND ANY SUBSEQUENT PERMIT OR RENEWAL THEREOF, AN AFFIDAVIT IN A FORM APPROVED BY THE CITY CLERK ATTESTING THAT THE APPLICANT DOES NOT HAVE MORE THAN THE NUMBER OF SATELLITE LOCATIONS WITHIN THE STATE OF WYOMING AS SPECIFIED BY W.S. 12-4-412(d), AS IT MAY, FROM TIME TO TIME BE AMENDED.
5. NO SATELLITE WINERY PERMIT SHALL BE ELIGIBLE FOR RENEWAL IN THE EVENT THE APPLICANT THEREOF HAS MORE THAN THE NUMBER OF SATELLITE LOCATIONS WITHIN THE STATE OF WYOMING AS SPECIFIED BY W.S. 12-4-412(d), AS IT MAY, FROM TIME TO TIME BE AMENDED.

B. The city council:

8. Shall assess a fee of not less than three hundred dollars nor more than five hundred dollars payable annually in advance for each microbrewery or winery permit; SHALL ASSESS A FEE OF ONE HUNDRED DOLLARS (\$100.00) ANNUALLY FOR UP TO THREE SATELLITE WINERY PERMITS ISSUED WITHIN THE CITY OF CASPER TO THE SAME APPLICANT. When dual ownership of a microbrewery or winery permit and a liquor license exists, no additional fee shall be assessed other than the retail, restaurant or resort license fee.

Section 2:

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

PASSED on 1st reading the 6th day of May, 2014.

PASSED on 2nd reading the 20th day of May, 2014.

PASSED, APPROVED AND ADOPTED on the third and final reading the 3rd day of June, 2014.

Councilman Hopkins presented the five (5) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Council Powell. Moved by Councilman Bertoglio, seconded by Councilman Sandoval, to amend the motion to remove off the table Ordinance No. 11-14. Passed. A vote on the original motion resulted in all ayes, except Councilmen Goodenough and Sandoval voted nay on Ordinance No. 10-14. Passed.

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

ORDINANCE NO. 12-14
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTER 15.28 OF THE CASPER MUNICIPAL
CODE, AND ADOPTING THE 2014 EDITION OF THE
NATIONAL ELECTRICAL CODE.

ORDINANCE NO. 13-14
AN ORDINANCE APPROVING A ZONE CHANGE OF
LOT 5, THE HEIGHTS ADDITION NO. 2, AND A
64.36-ACRE PORTION OF SE1/4SW1/4, SECTION 8,
T33N, R78W, 6TH P.M., NATRONA COUNTY
WYOMING, FROM PUD (PLANNED UNIT
DEVELOPMENT) TO AG (URBAN AGRICULTURE)
TO REMOVE SAID PROPERTY FROM THE
MCMURRY BUSINESS PARK PUD (PLANNED
UNIT DEVELOPMENT).

Councilman Bertoglio presented the foregoing ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Sandoval. Councilman Goodenough voted nay on Ordinance No. 12-14. Passed.

Following resolution read:

RESOLUTION NO. 14-144
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH ICE BUILDERS, INC., FOR THE CASPER
EVENTS CENTER REFRIGERATED ICE FLOOR,
PROJECT NO. 14-28.

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Bertoglio. City Manager Patterson provided a brief report. Councilmen Goodenough and Sandoval voted nay. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-136
A RESOLUTION AUTHORIZING A
TRANSPORTATION ALTERNATIVES PROGRAM
AGREEMENT WITH THE WYOMING DEPARTMENT
OF TRANSPORTATION FOR THE ROBERTSON
ROAD PATHWAY EXTENSION PROJECT.

RESOLUTION NO. 14-137
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH 4 DIMENSIONAL LIGHTING, LLC, FOR
THE CASPER RECREATION CENTER LIGHTING
RETROFIT PROJECT.

RESOLUTION NO. 14-138
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH 71 CONSTRUCTION FOR THE GOODSTEIN
PARK PROJECT.

RESOLUTION NO. 14-139
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH INSTALLATION & SERVICE COMPANY,
INC., FOR THE BLACKMORE ROAD
IMPROVEMENTS, PROJECT 14-03.

RESOLUTION NO. 14-140
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH 71 CONSTRUCTION FOR THE 15TH STREET
& SAGE PARK STORM SEWER REPLACEMENT
PROJECT, NO. 14-24.

RESOLUTION NO. 14-141
A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES CONTRACT BETWEEN THE CITY OF
CASPER AND THE WYOMING MEDICAL CENTER.

RESOLUTION NO. 14-142
A RESOLUTION AUTHORIZING A
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF CASPER AND THE
CITIES OF SHERIDAN, CHEYENNE LARAMIE,
AND RIVERTON, TO PROVIDE MUTUAL LAW
ENFORCEMENT AID AND ASSISTANCE UPON
REQUEST.

RESOLUTION NO. 14-143
A RESOLUTION AUTHORIZING RELEASE OF A
REAL ESTATE MORTGAGE GRANTED TO THE CITY
OF CASPER BY TRIFECTION, LLC.

Councilman Schlager presented the foregoing eight (8) resolutions for adoption. Seconded by Councilman Hopkins. Mayor Meyer voted nay on Resolution No. 14-137 and Councilman Sandoval abstained from voting on Resolution No. 14-141. Passed.

Moved by Councilman Schlager, seconded by Councilman Bertoglio, to, by consent minute action, authorize the purchase of one new Ford Explorer Interceptor from Fremont Motor Company-Lander, Lander, Wyoming, in the amount of \$29,309.80; authorize the purchase of two new Mack Front Load Sanitation Trucks, from CMI-TECO of Mills, Wyoming, in the amount of \$543,830.; and authorize the purchase of one truck mounted asphalt pothole patcher from Ameri-Tech Equipment Co., Evansville, Wyoming, in the amount of \$53,520. Councilman

Hedquist abstained from voting on all three minute action items. Passed.

Individuals addressing the Council were: Deborah Cheatham, 120 East 15th Street, regarding voting and the role of Council; Pat Sweeney, 123 West “E” Street, regarding the new seats at the Casper Events Center; Frank Barella, 2737 Hanway Avenue, regarding safe bicycling; and Gabriel Phillips, 142 South Center Street, regarding safe bicycling.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 10, 2014, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 17, 2014, in the Council Chambers.

Moved by Councilman Hopkins, seconded by Councilman Schlager, to, by minute action adjourn. Passed.

The meeting was adjourned at 7:10 p.m.

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

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

14-05-156 POSTAGE	\$10.20	
14-05-421 POSTAGE	\$7.72	
	\$17.92	Subtotal for Dept. Balefill
14-05-424 POSTAGE	\$45.22	
	\$45.22	Subtotal for Dept. Casper Events Center
14-05-420 POSTAGE	\$11.02	
	\$11.02	Subtotal for Dept. City Attorney
14-05-422 POSTAGE	\$8.17	
	\$8.17	Subtotal for Dept. City Manager
14-03-220 POSTAGE	\$5.80	
14-05-423 POSTAGE	\$21.16	
14-02-420 POSTAGE	\$69.88	
	\$96.84	Subtotal for Dept. Engineering
14-05-425 POSTAGE	\$275.34	
	\$275.34	Subtotal for Dept. Finance
14-05-426 POSTAGE	\$16.67	
	\$16.67	Subtotal for Dept. Fire
14-05-432 POSTAGE	\$11.93	
	\$11.93	Subtotal for Dept. Health Insurance
14-05-162 POSTAGE	\$163.04	
	\$163.04	Subtotal for Dept. Ice Arena
14-04-561 POSTAGE	\$46.68	
	\$46.68	Subtotal for Dept. Municipal Court
14-05-436 POSTAGE	\$254.79	
14-05-170 POSTAGE	\$210.93	
	\$465.72	Subtotal for Dept. Police
14-05-434 POSTAGE	\$2.88	
	\$2.88	Subtotal for Dept. Property & Liability Insurance
14-04-579 POSTAGE	\$25.36	
14-05-433 POSTAGE	\$19.08	
	\$44.44	Subtotal for Dept. Recreation
14-05-169 POSTAGE	\$14.08	
14-05-435 POSTAGE	\$3.99	
	\$18.07	Subtotal for Dept. Refuse Collection
	\$1,223.94	Subtotal for Vendor

AAKER SIGNS & DESIGNS

14-1845 SHEET OF MAGNETIC MATERIAL	\$60.50	
	\$60.50	Subtotal for Dept. Police
	\$60.50	Subtotal for Vendor

ADBAY.COM

RIN0023857 FACADE GRANT - COKE BUILDING	\$10,000.00	
	\$10,000.00	Subtotal for Dept. CDBG
6354 CASPER COMMUNITY BRANDING PROJ	\$425.00	
	\$425.00	Subtotal for Dept. Council
	\$10,425.00	Subtotal for Vendor

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

ALLIANCE ELECTRIC LLC.

3681 HOOK UP A/C MIKE LANSING FIELD

\$734.94

\$734.94 Subtotal for Dept. Capital Projects

\$734.94 Subtotal for Vendor

AMERICAN CIVIL CONSTRUCTORS, INC

2033944.04 GOLF COURSE IRRIGATION IMPROVE

\$33,450.00

\$33,450.00 Subtotal for Dept. Golf Course

\$33,450.00 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC

3952 PRESSURE WASH

\$562.50

3928 PRESSURE WASH

\$625.00

\$1,187.50 Subtotal for Dept. Balefill

3951 PRESSURE WASH

\$300.00

\$300.00 Subtotal for Dept. Refuse Collection

\$1,487.50 Subtotal for Vendor

AMERIGAS - CASPER

801743685 PROPANE

\$134.38

3028820623 PROPANE

\$1,355.37

\$1,489.75 Subtotal for Dept. Balefill

55183565 PROPANE

\$12.28

54743773 PROPANE

\$33.62

\$45.90 Subtotal for Dept. Casper Events Center

\$1,535.65 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

12831 REPLACEMENT COMM. CONTAINERS

\$15,605.40

12831 NEW COMM. CONTAINERS

\$7,873.20

\$23,478.60 Subtotal for Dept. Refuse Collection

\$23,478.60 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

5204 2013-14 LUMINAIRE SERVICES

\$925.00

5203 2013-14 LUMINAIRE SERVICES

\$1,482.78

5202 2013-14 LUMINAIRE SERVICES

\$352.63

\$2,760.41 Subtotal for Dept. Traffic

\$2,760.41 Subtotal for Vendor

B&W CRANE SERVICE

008646 FORT CASPER STATUE

\$2,750.00

\$2,750.00 Subtotal for Dept. Parks

\$2,750.00 Subtotal for Vendor

BALD EAGLE LIFTS

3 HOGADON YELLOW CHAIRLIFT DRIVE

\$10,000.00

4 HOGADON YELLOW CHAIRLIFT DRIVE

\$28,000.00

\$38,000.00 Subtotal for Dept. Hogadon

\$38,000.00 Subtotal for Vendor

BLOW, BRIAN

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

0022247552 DEPOSIT/CREDIT REFUND

\$55.74

\$55.74 Subtotal for Dept. Water

\$55.74 Subtotal for Vendor

BOB HOPKINS

RIN0023861 TRAVEL EXPENSES

\$195.00

\$195.00 Subtotal for Dept. Council

\$195.00 Subtotal for Vendor

BRAD WNUK

RIN0023865 TRAVEL EXPENSES

\$47.00

\$47.00 Subtotal for Dept. Police

RIN0023897 TRAVEL EXPENSES

\$84.00

\$84.00 Subtotal for Dept. Police

\$131.00 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI417916 AMMONIUM

\$13,594.60

\$13,594.60 Subtotal for Dept. Water Treatment Plant

\$13,594.60 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78385-2 WWTP CENTRIFUGE INSTALLATION

\$8,223.48

\$8,223.48 Subtotal for Dept. Waste Water

\$8,223.48 Subtotal for Vendor

CAROLINA SOFTWARE

54645 NEW WASTE WIZARD CONSOLE

\$11,214.51

\$11,214.51 Subtotal for Dept. Balefill

\$11,214.51 Subtotal for Vendor

CASELLE, INC.

58014 CONTRACT/MAINTENANCE SUPPORT

\$125.00

\$125.00 Subtotal for Dept. Finance

\$125.00 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

RIN0023871 JUL/AUG SERV AWARD/CASPER CASH

\$929.00

\$929.00 Subtotal for Dept. Human Resources

\$929.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0023806 APRIL 14 CITY EXPENSES THE BUS

\$22,044.00

RIN0023810 APR 14 CITY CATC WEEKEND EXP

\$2,526.00

RIN0023809 APRIL 14 CITY EXPENSES CATC

\$31,245.00

RIN0023808 APR 14 CITY BUS WEEKEND EXPENS

\$7,900.00

RIN0023807 APRIL 14 FTA THE BUS EXPENSES

\$27,573.00

RIN0023811 APRIL 14 FTA CATC EXPENSES

\$35,511.00

\$126,799.00 Subtotal for Dept. C.A.T.C.

RIN0023855 CATC TOKENS FINAL FOR FY

\$5,085.00

RIN0023854 CATC TICKETS - FINAL FOR FY

\$340.00

\$5,425.00 Subtotal for Dept. CDBG

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

\$132,224.00 Subtotal for Vendor

CASPER ELECTRIC, INC.

RIN0023840	RETAIN PAY POPLAR/MID/KING	(\$5,010.00)	
		(\$5,010.00)	Subtotal for Dept. Capital Projects
RIN0023850	CASPER SERVICE CENTER GENERATO	\$23,470.48	
		\$23,470.48	Subtotal for Dept. Garage
RIN0023840	POPLAR AND MIDWEST AVE/KING BL	\$50,100.00	
		\$50,100.00	Subtotal for Dept. Traffic
		\$68,560.48	Subtotal for Vendor

CASSIE TRENKLE

RIN0023828	REFUND FOR CAMP	\$937.00	
		\$937.00	Subtotal for Dept. Recreation
		\$937.00	Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

113985	MAY14 SYSTEM INVESTMENT FEES	\$46,806.00	
113983	MAY14 WHOLESALE WATER	\$340,318.34	
		\$387,124.34	Subtotal for Dept. Water
		\$387,124.34	Subtotal for Vendor

CENTURYLINK

RIN0023790	PHONE USE	\$73.78	
RIN0023844	PHONE USE	\$73.54	
RIN0023791	PHONE USE	\$37.01	
RIN0023789	PHONE USE	\$110.31	
		\$294.64	Subtotal for Dept. Balefill
RIN0023836	PHONE USE	\$252.52	
RIN0023834	PHONE USE	\$666.18	
RIN0023834	PHONE USE	\$74.02	
		\$992.72	Subtotal for Dept. Casper Events Center
RIN0023836	PHONE USE	\$66.16	
		\$66.16	Subtotal for Dept. City Hall
RIN0023875	PHONE USE	\$130.28	
		\$130.28	Subtotal for Dept. Code Enforcement
RIN0023803	PHONE USE	\$433.10	
RIN0023834	PHONE USE	\$2,001.32	
RIN0023836	PHONE USE	\$225.28	
RIN0023836	PHONE USE	\$166.92	
RIN0023836	PHONE USE	\$122.16	
RIN0023836	PHONE USE	\$122.16	
RIN0023836	PHONE USE	\$129.64	
RIN0023836	PHONE USE	\$598.61	
RIN0023836	PHONE USE	\$74.02	
RIN0023836	PHONE USE	\$166.92	
RIN0023834	PHONE USE	\$74.02	
RIN0023836	PHONE USE	\$122.16	
RIN0023803	PHONE USE	\$18,484.45	
RIN0023836	PHONE USE	\$46.52	
		\$22,767.28	Subtotal for Dept. Communications Center

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

AP00013206061418 PHONE USE

AP00005706061418 PHONE USE

\$1,741.42

\$3,240.96

\$4,982.38 Subtotal for Dept. Finance

RIN0023834 PHONE USE

\$74.02

RIN0023834 PHONE USE

\$74.02

RIN0023834 PHONE USE

\$74.02

RIN0023836 PHONE USE

\$130.28

RIN0023834 PHONE USE

\$148.04

RIN0023875 PHONE USE

\$130.28

RIN0023836 PHONE USE

\$130.28

RIN0023836 PHONE USE

\$148.60

RIN0023875 PHONE USE

\$130.28

RIN0023834 PHONE USE

\$74.02

\$1,113.84 Subtotal for Dept. Fire

RIN0023834 PHONE USE

\$74.02

RIN0023836 PHONE USE

\$126.20

\$200.22 Subtotal for Dept. Garage

RIN0023875 PHONE USE

\$85.64

\$85.64 Subtotal for Dept. Golf Course

RIN0023834 PHONE USE

\$74.02

\$74.02 Subtotal for Dept. Human Resources

RIN0023834 PHONE USE

\$158.22

RIN0023836 PHONE USE

\$130.28

\$288.50 Subtotal for Dept. Parking

RIN0023836 PHONE USE

\$244.28

RIN0023875 PHONE USE

\$83.62

\$327.90 Subtotal for Dept. Parks

RIN0023836 PHONE USE

\$75.52

RIN0023836 PHONE USE

\$45.06

RIN0023834 PHONE USE

\$74.02

RIN0023836 PHONE USE

\$130.28

RIN0023836 PHONE USE

\$126.20

\$451.08 Subtotal for Dept. Police

RIN0023834 PHONE USE

\$74.02

\$74.02 Subtotal for Dept. Recreation

RIN0023836 PHONE USE

\$85.70

RIN0023836 PHONE USE

\$130.28

RIN0023836 PHONE USE

\$67.24

RIN0023836 PHONE USE

\$85.70

RIN0023836 PHONE USE

\$85.70

RIN0023836 PHONE USE

\$85.70

RIN0023836 PHONE USE

\$99.70

RIN0023836 PHONE USE

\$75.52

RIN0023803 PHONE USE

\$73.54

RIN0023836 PHONE USE

\$85.70

RIN0023836 PHONE USE

\$85.70

\$960.48 Subtotal for Dept. Traffic

RIN0023836 PHONE USE

\$3,267.07

RIN0023834 PHONE USE

\$73.54

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

RIN0023834 PHONE USE
 RIN0023875 PHONE USE
 RIN0023834 PHONE USE

\$3,340.61 Subtotal for Dept. Waste Water
 \$174.78
 \$390.24
 \$74.02
\$639.04 Subtotal for Dept. Water
\$36,788.81 Subtotal for Vendor

CHAD CHEEVER

RIN0023843 CLOTHING ALLOWANCE

\$100.00
\$100.00 Subtotal for Dept. Refuse Collection
\$100.00 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

14-016-03 SAN SEWER LINCOLN SCHOOL

\$299.85
\$299.85 Subtotal for Dept. Sewer

13-015-03 EAST 2ND ST AND SAM'S CLUB

\$6,282.65
\$6,282.65 Subtotal for Dept. Traffic
\$6,582.50 Subtotal for Vendor

CK MECHANICAL PLUMBING & HEATING, INC.

000006650 EQUIPMENT REPAIR

\$120.00
\$120.00 Subtotal for Dept. Communications Center
\$120.00 Subtotal for Vendor

CLOUSE, SARAH

0022247550 DEPOSIT/CREDIT REFUND

\$11.06
\$11.06 Subtotal for Dept. Water
\$11.06 Subtotal for Vendor

CMI TECO, INC.

0059001-IN WARRANTY FOR TRUCKS

0059001-IN MACK TRUCKS WITH MCNEILUS 40YD

\$8,110.00
 \$117,243.00
\$125,353.00 Subtotal for Dept. Refuse Collection
\$125,353.00 Subtotal for Vendor

CNIC HEALTH SOLUTIONS, INC.

RIN0023868 STOP LOSS FEES

RIN0023868 ADMIN. FEES

\$53,189.34
 \$20,275.79
\$73,465.13 Subtotal for Dept. Health Insurance
\$73,465.13 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

68876 REPAIRS

69459 REPAIRS

68585 REPAIRS

69468 REPAIRS

69634 REPAIRS

69718 REPAIR

68388 REPAIRS

69672 RADIO EARPIECES

68512 REPAIRS

\$51.00
 \$98.00
 \$49.00
 \$49.00
 \$47.00
 \$196.00
 \$70.18
 \$252.07
 \$49.00
\$861.25 Subtotal for Dept. Police

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

68394 FLEET EQUIPMENT

\$1,556.00
\$1,556.00 Subtotal for Dept. Police Dept
\$2,417.25 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV099681 SUPPLIES

\$49.95
\$49.95 Subtotal for Dept. Communications Center

INV099779 APC 750VA 10 OUT BACK-UPS ES

\$119.00
\$119.00 Subtotal for Dept. Finance

INV099766 USB CABLE

\$14.99
\$14.99 Subtotal for Dept. Police
\$183.94 Subtotal for Vendor

COMTRONIX, INC.

AP00004906061418 ALARM MONITORING

\$55.00
\$55.00 Subtotal for Dept. Aquatics

AP00004906061418 ALARM MONITORING

\$26.00

AP00004906061418 ALARM MONITORING

\$26.00

AP00004906061418 ALARM MONITORING

\$40.95

AP00004906061418 ALARM MONITORING

\$52.00

\$144.95 Subtotal for Dept. Balefill

AP00004906061418 ALARM MONITORING

\$26.00

AP00004906061418 ALARM MONITORING

\$26.00

\$52.00 Subtotal for Dept. Casper Events Center

AP00004906061418 ALARM MONITORING

\$26.00

AP00004906061418 ALARM MONITORING

\$26.00

AP00004906061418 ALARM MONITORING

\$26.00

\$78.00 Subtotal for Dept. City Hall

AP00004906061418 ALARM MONITORING

\$26.00

\$26.00 Subtotal for Dept. City Manager

AP00004906061418 ALARM MONITORING

\$26.00

\$26.00 Subtotal for Dept. Finance

AP00004906061418 ALARM MONITORING

\$91.95

\$91.95 Subtotal for Dept. Fort Caspar

AP00004906061418 ALARM MONITORING

\$26.00

\$26.00 Subtotal for Dept. Garage

AP00004906061418 ALARM MONITORING

\$36.00

\$36.00 Subtotal for Dept. Ice Arena

AP00004906061418 ALARM MONITORING

\$36.00

\$36.00 Subtotal for Dept. Metro Animal

AP00004906061418 ALARM MONITORING

\$39.95

\$39.95 Subtotal for Dept. Police

AP00004906061418 ALARM MONITORING

\$36.00

\$36.00 Subtotal for Dept. Recreation

42416 PHONE LINE FOR C-CARD MACH.

\$110.00
\$110.00 Subtotal for Dept. Refuse Collection
\$757.85 Subtotal for Vendor

CRAWFORD LAW OFFICE, PC

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

14/CITY/1 COURT APPOINTED ATTY

\$150.00
\$150.00 Subtotal for Dept. Municipal Court
\$150.00 Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-027 CRIMESTOPPERS

\$86.25
\$86.25 Subtotal for Dept. Police
\$86.25 Subtotal for Vendor

DARRIN CROWELL

RIN0023863 TRAVEL EXPENSES
RIN0023864 TRAVEL EXPENSES
RIN0023862 TRAVEL EXPENSES

\$60.00
\$60.00
\$77.00
\$197.00 Subtotal for Dept. Police
\$197.00 Subtotal for Vendor

DAVE LODEN CONSTRUCTION

RIN0023832 NICOLAYSEN SVS CALL ROOF REPR

\$327.00
\$327.00 Subtotal for Dept. Buildings And Grounds

RIN0023831 CITY SVS BUILDING-SVS CALL-ROO

\$218.00
\$218.00 Subtotal for Dept. Garage
\$545.00 Subtotal for Vendor

DELANEE PAUL

RIN0023874 REFUND

\$972.00
\$972.00 Subtotal for Dept. Recreation
\$972.00 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0023867 EMPLOYEE'S DENTAL 6/1-30/14
RIN0023885 EMPLOYEE DENTAL CLAIMS/158

\$1,449.60
\$26,377.33
\$27,826.93 Subtotal for Dept. Health Insurance
\$27,826.93 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

2769 INSTALL 4in & 8in LEG BASES

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

DOWNTOWN DEVELOPMENT AUTHORITY

RIN0023888 LABOR TO PULL SIGNS TO PAINT

\$2,258.92
\$2,258.92 Subtotal for Dept. Parking
\$2,258.92 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000167-14 SODIUM HYPO

\$5,670.23
\$5,670.23 Subtotal for Dept. Water Treatment Plant
\$5,670.23 Subtotal for Vendor

EMERGENCY MEDICAL PHYSICIANS

8378331 INVESTIGATION

\$240.00
\$240.00 Subtotal for Dept. Police
\$240.00 Subtotal for Vendor

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

ENVIRONMENTAL & CIVIL SOLUTIONS

2401 2013 MISC WATER PH I
2281 2013 MISC WATER PH I

\$185.40
\$1,296.05
\$1,481.45 Subtotal for Dept. Water
\$1,481.45 Subtotal for Vendor

FARMER, KAREN

0022247554 DEPOSIT/CREDIT REFUND

\$52.32
\$52.32 Subtotal for Dept. Water
\$52.32 Subtotal for Vendor

FEDERAL EXPRESS

2-662-17663 POSTAGE

\$37.02
\$37.02 Subtotal for Dept. Fire
\$37.02 Subtotal for Vendor

FEHR & PEERS

93640 LONG RANGE TRANSPORTATION PLAN
93640 LONG RANGE TRANSPORTATION PLAN

\$1,347.21
\$12,818.99
\$14,166.20 Subtotal for Dept. Metropolitan Planning
\$14,166.20 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI961651 APRIL 2014 CREDIT CARD FEES

\$82.20
\$82.20 Subtotal for Dept. Hogadon
\$82.20 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0023833 TRAVEL & TRAINING

\$55.00
\$55.00 Subtotal for Dept. City Attorney

RIN0023815 NIGHT DROP BAGS

\$20.00
\$20.00 Subtotal for Dept. Golf Course
\$75.00 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0023845 PETTY CASH
RIN0023845 PETTY CASH
RIN0023845 PETTY CASH
RIN0023845 PETTY CASH

\$0.21
\$120.00
\$22.31
\$45.00
\$187.52 Subtotal for Dept. Police

RIN0023859 PETTY CASH

\$3.76
\$3.76 Subtotal for Dept. Parks

RIN0023860 PETTY CASH

\$626.48
\$626.48 Subtotal for Dept. Municipal Court

RIN0023853 PETTY CASH

\$66.25
\$66.25 Subtotal for Dept. Aquatics

RIN0023853 PETTY CASH

\$9.88

RIN0023853 PETTY CASH

\$20.71

\$30.59 Subtotal for Dept. Recreation

RIN0023892 PETTY CASH

\$5.00

RIN0023892 PETTY CASH

\$0.40

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

RIN0023892 PETTY CASH

\$49.44
\$54.84 Subtotal for Dept. Casper Events Center
\$969.44 Subtotal for Vendor

GARY MARSH, INC.

351 GREEN & CART FEES - MAY 2014

\$19,489.73
\$19,489.73 Subtotal for Dept. Golf Course
\$19,489.73 Subtotal for Vendor

GBS BENEFITS, INC.

297510 CONSULTING 7/1/2013-7/1/2014

\$1,000.00
\$1,000.00 Subtotal for Dept. Health Insurance
\$1,000.00 Subtotal for Vendor

GOLDER ASSOCIATES

383181 ENGINEERING SERVICES
374414 LANDFILL GAS COLLECTION & CONT
384788 LANDFILL GAS COLLECTION & CONT
383182 BALEFILL POST CLOSURE MON/REPO
383180 ASSESSMENT OF CORRECTIVE MEASU

\$1,006.31
\$16,797.95
\$8,048.45
\$160.13
\$10,390.25
\$36,403.09 Subtotal for Dept. Balefill
\$36,403.09 Subtotal for Vendor

GRAHAM, TAMMY

0022247542 DEPOSIT/CREDIT REFUND

\$48.90
\$48.90 Subtotal for Dept. Water
\$48.90 Subtotal for Vendor

GRB CONSTRUCTION

RIN0023876 DOOR REPLACEMENT

\$1,325.00
\$1,325.00 Subtotal for Dept. Life Steps Campus
\$1,325.00 Subtotal for Vendor

GREENOUGH, BEAU

0022247553 DEPOSIT/CREDIT REFUND

\$58.18
\$58.18 Subtotal for Dept. Water
\$58.18 Subtotal for Vendor

GROUND ENGINEERING CONSULTANTS, INC.

147508A-1 TESTING MATERIALS TALON DR

147508.C-1 MATERIAL TESTNG GOLF COURSE MT

\$360.00
\$360.00 Subtotal for Dept. Engineering
\$988.50
\$988.50 Subtotal for Dept. Golf Course
\$1,348.50 Subtotal for Vendor

GSG ARCHITECTURE

17567A FIRE STATION 2 REPLACEMENT DES

17553A AMEND #1 LINE ITEM
17553A DESIGN OF SOLID WASTE SANITATI

\$4,457.50
\$4,457.50 Subtotal for Dept. Fire
\$3,136.13
\$1,802.62
\$4,938.75 Subtotal for Dept. Refuse Collection
\$9,396.25 Subtotal for Vendor

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

HAIDS PLUMBING & HEATING 3107 SEWER WORK

\$268.60
\$268.60 Subtotal for Dept. Sewer
\$268.60 Subtotal for Vendor

HDR ENGINEERING, INC.

00412302-H ON-GOING STUDIES, TASKS AND

\$2,814.23
\$2,814.23 Subtotal for Dept. Water
\$2,814.23 Subtotal for Vendor

HEDQUIST CONSTRUCTION

RIN0023890 RETAIN PAY FOR ALL AMERICAN

\$4,310.85
\$4,310.85 Subtotal for Dept. Capital Projects

RIN0023849 RETAIN PAY ZONE 11/111

\$300.67
\$300.67 Subtotal for Dept. Water
\$4,611.52 Subtotal for Vendor

HEDQUIST CONSTRUCTION, INC.

RIN0023889 RETAINAGE PAYMENT ALL AMERICAN

(\$4,310.85)
(\$4,310.85) Subtotal for Dept. Capital Projects

RIN0023889 ALL AMERICAN CENTER - WATER, S

\$180,840.00
\$180,840.00 Subtotal for Dept. City Council

RIN0023848 ZONE 11/111 WATER SYS IMP

\$20,853.52

RIN0023848 ZONE 11/111 WATER SYS IMP

(\$300.67)

RIN0023848 ZONE 11/111 WATER SYS IMP

\$20,770.28

\$41,323.13 Subtotal for Dept. Water
\$217,852.28 Subtotal for Vendor

HEPP, MATTIE/DIRKS BREE

0022247545 DEPOSIT/CREDIT REFUND

\$29.56
\$29.56 Subtotal for Dept. Water
\$29.56 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC.

PA212.26 ASPHALT SALES

\$10,444.80

PA212.39 ASPHALT SALES

\$14,460.16

\$24,904.96 Subtotal for Dept. Streets
\$24,904.96 Subtotal for Vendor

HITEK COMMUNICATIONS

691 RUN WIRE FOR DATA

\$175.00
\$175.00 Subtotal for Dept. Recreation
\$175.00 Subtotal for Vendor

HOMAX OIL SALES, INC.

0241015-IN FUEL

\$29,074.64
\$29,074.64 Subtotal for Dept. Balefill

0241495-IN FUEL

\$332.91

0241900-IN R&O 68 (PAIL)

\$46.35

0241495-IN FUEL

\$30,571.50

0242129-IN MOTOR OIL, EMISSIONS COMPATIBL

\$4,854.00

0241642-IN FUEL

\$36,407.00

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

0242129-IN HYDRAULIC OIL, POWER TRAN III

\$4,045.00

\$76,256.76 Subtotal for Dept. Garage

CL55134 FUEL

\$5,043.51

CL55135 FUEL

\$1,493.08

\$6,536.59 Subtotal for Dept. Water

\$111,867.99 Subtotal for Vendor

HOPE CHURCH

RIN0023895 REFUND PARK RESERVATION

\$150.00

\$150.00 Subtotal for Dept. Recreation

\$150.00 Subtotal for Vendor

HORNER CONSTRUCTION

RIN0023873 SIC REFUND 633 EAST A

\$285.00

\$285.00 Subtotal for Dept. Sewer

RIN0023873 SIC REFUND 633 EAST A

\$500.00

\$500.00 Subtotal for Dept. Waste Water

RIN0023873 SIC REFUND 633 EAST A

\$670.00

RIN0023873 SIC REFUND 633 EAST A

\$600.00

\$1,270.00 Subtotal for Dept. Water

\$2,055.00 Subtotal for Vendor

INBERG-MILLER ENGINEERS

17163CS04 LICENSE AGMT W/BOATRIGHT

\$293.15

\$293.15 Subtotal for Dept. Planning

\$293.15 Subtotal for Vendor

INFORMATION SYSTEMS CONSULTING, INC.

SIN006330 VOICE MAIL CREATED X 2

\$118.96

\$118.96 Subtotal for Dept. Police

\$118.96 Subtotal for Vendor

JEFFREY BULLARD

RIN0023788 TUITION AND BOOKS REIMBURSED

\$2,013.90

\$2,013.90 Subtotal for Dept. Police

\$2,013.90 Subtotal for Vendor

JESSICA MOORE

RIN0023812 DEPOSIT BALANCE REFUND

\$15.00

\$15.00 Subtotal for Dept. Recreation

\$15.00 Subtotal for Vendor

JOHN NAQUIN

0000001 MAPLE FRAME WITH PHOTO

\$180.00

\$180.00 Subtotal for Dept. Refuse Collection

\$180.00 Subtotal for Vendor

JOSEPH NICKERSON

RIN0023774 REIMBURSE TUITION AND BOOKS

\$2,500.00

\$2,500.00 Subtotal for Dept. Police

\$2,500.00 Subtotal for Vendor

JOSH ELLIOTT

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

RIN0023797 TUTION-PARAMEDIC PROGRAM

\$1,224.00
\$1,224.00 Subtotal for Dept. Fire
\$1,224.00 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

100277 PARK IMPROVEMENT - STATUE
100276 PARK IMPROVEMENT

\$2,181.50
\$674.72
\$2,856.22 Subtotal for Dept. Parks
\$403.00
\$403.00 Subtotal for Dept. Streets
\$3,259.22 Subtotal for Vendor

100075 CONCRETE FLOW FILL

KCWY-TV

11845-2 NOW OPEN, MID-SEASON ADVERTISI

\$522.75
\$522.75 Subtotal for Dept. Golf Course
\$522.75 Subtotal for Vendor

KEATING, TRACIE

0022247555 DEPOSIT/CREDIT REFUND

\$64.84
\$64.84 Subtotal for Dept. Water
\$64.84 Subtotal for Vendor

KING, NANCY

0022247546 DEPOSIT/CREDIT REFUND

\$53.07
\$53.07 Subtotal for Dept. Water
\$53.07 Subtotal for Vendor

KIWANIS CLUB

RIN0023801 QUARTERLY MEMEBERSHIP DUES

\$175.00
\$175.00 Subtotal for Dept. Finance
\$175.00 Subtotal for Vendor

LABOR READY CENTRAL, INC.

18381568 LABOR
18411461 MAINTENANCE PERSONNEL
18381567 MAINTENANCE PERSONNEL
18391849 MAINTENANCE PERSONNEL

\$89.39
\$1,532.40
\$255.40
\$510.80
\$2,387.99 Subtotal for Dept. Casper Events Center
\$2,387.99 Subtotal for Vendor

LEE WOLLEN

RIN0023792 CLOTHING ALLOWANCE

\$75.00
\$75.00 Subtotal for Dept. Refuse Collection
\$75.00 Subtotal for Vendor

LINA

RIN0023880 LIFE INSUR PREM/RETIRES&EMPLO

\$290.54
\$290.54 Subtotal for Dept. Health Insurance

RIN0023872 MAY/JUNE PREM - EMPL 4912

\$39.62
\$39.62 Subtotal for Dept. Water
\$330.16 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

JC120225	RETAIN RELEASE VMS/CARD ACCESS	\$14,937.73		
		\$14,937.73	Subtotal for Dept.	Balefill
JC120225	RETAIN RELEASE	\$12,462.27		
		\$12,462.27	Subtotal for Dept.	Capital Projects
JC120225	WTP PORTION OF SECURITY UPGRAD	\$3,048.30		
		\$3,048.30	Subtotal for Dept.	Water Treatment Plant
		\$30,448.30	Subtotal for Vendor	
MASTERCARD				
RIN0023830	FTA TRAINING	\$455.16		
RIN0023830	FTA TRAINING	\$455.17		
		\$910.33	Subtotal for Dept.	C.A.T.C.
RIN0023805	MEALS	\$27.51		
RIN0023804	TRAVEL EXPENSE	\$145.26		
		\$172.77	Subtotal for Dept.	City Manager
RIN0023804	MEETING EXPENSE	\$142.86		
		\$142.86	Subtotal for Dept.	Council
		\$1,225.96	Subtotal for Vendor	
MCCARTHY PROPERTIES				
RIN0023856	FACADE GRANT-COUNTY ANNEX	\$10,000.00		
		\$10,000.00	Subtotal for Dept.	CDBG
		\$10,000.00	Subtotal for Vendor	
MICHELLE BAHE				
RIN0023851	TRAVEL EXPENSES	\$61.00		
		\$61.00	Subtotal for Dept.	Fort Caspar
		\$61.00	Subtotal for Vendor	
MILLS POLICE DEPT.				
RIN0023814	SHARE OF SEIZURE	\$102.67		
		\$102.67	Subtotal for Dept.	Police Grants
		\$102.67	Subtotal for Vendor	
MOUNTAIN VIEW REGIONAL HOSPITAL				
MH0000863860	INV 14-025225	\$1,151.00		
		\$1,151.00	Subtotal for Dept.	Police
		\$1,151.00	Subtotal for Vendor	
NATIONAL BENEFIT SERVICES				
455979	FSA PLAN ADMIN FEES - MAY	\$421.85		
		\$421.85	Subtotal for Dept.	Health Insurance
		\$421.85	Subtotal for Vendor	
NATL. DEVELOPMENT COUNCIL				
4775	TECHNICAL ASSISTANCE	\$833.33		
		\$833.33	Subtotal for Dept.	Council
		\$833.33	Subtotal for Vendor	
NATRONA COUNTY - SHERIFFS' OFFICE				
RIN0023813	SHARE OF SEIZURE	\$102.67		
		\$102.67	Subtotal for Dept.	Police Grants

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

\$102.67 Subtotal for Vendor

NATRONA COUNTY CLERK

972821 RECORDING

\$519.00

\$519.00 Subtotal for Dept. Planning

\$519.00 Subtotal for Vendor

NATRONA COUNTY CONSERVATION DISTRICT

209 ANNUAL FUNDING AGREEMENT

\$20,000.00

\$20,000.00 Subtotal for Dept. Waste Water

\$5,000.00

\$5,000.00 Subtotal for Dept. Water

\$25,000.00 Subtotal for Vendor

NATRONA COUNTY HIGH SCHOOL

RIN0023878 JROTC MILITARY BALL - MAYOR

\$55.00

\$55.00 Subtotal for Dept. Council

\$55.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

LN-294973 UNIFORMS

\$214.80

NE30268 UNIFORMS

\$27.95

LN-296476 UNIFORMS

\$158.95

LN-296357 UNIFORMS

\$129.00

NE30560 UNIFORMS

\$179.70

NE30375 UNIFORMS

\$194.85

NE30573 UNIFORMS

\$109.90

\$1,015.15 Subtotal for Dept. Police

\$1,015.15 Subtotal for Vendor

NEWCOM TECHNOLOGIES

45579 NEWCOM AFFINITY MODULE

\$1,000.00

\$1,000.00 Subtotal for Dept. Cemetery

\$1,000.00 Subtotal for Vendor

NICOLE CARLSON

RIN0023870 TUITION REIMB/SPRING 2014

\$1,269.85

\$1,269.85 Subtotal for Dept. Human Resources

\$1,269.85 Subtotal for Vendor

ONE CALL OF WY.

35289 MAY14 LOCATE TICKETS

\$347.96

\$347.96 Subtotal for Dept. Sewer

35289 MAY14 LOCATE TICKETS

\$425.29

\$425.29 Subtotal for Dept. Water

\$773.25 Subtotal for Vendor

OVERHEAD DOOR CO., INC.

175440 EQUIP. BLDG. DOOR REPAIR

\$112.50

\$112.50 Subtotal for Dept. Balefill

\$112.50 Subtotal for Vendor

PACIOLAN, INC.

Bills and Claims

City of Casper

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0000064566 APRIL 2014 E-VENUE

\$3,272.20

\$3,272.20 Subtotal for Dept. Casper Events Center

\$3,272.20 Subtotal for Vendor

PARK STREET LAW OFFICE

11970 LEGAL FEES

\$7,823.23

\$7,823.23 Subtotal for Dept. Council

\$7,823.23 Subtotal for Vendor

P-CARD VENDORS

00012989 SAMS CLUB #6425 - Purchase	\$61.73	
00013003 BLIMPIE SUBS & SALAQPS - Purch	\$119.96	
00013055 BAILEYS ACE HARDWARE - Purchas	\$46.47	
00012989 SAMS CLUB #6425 - Purchase	\$21.00	
00012991 SAMS CLUB #6425 - Purchase	\$1,547.10	
00012991 SAMS CLUB #6425 - Purchase	\$205.51	
00013002 OREILLY AUTO 00027466 - Purch	\$44.23	
00013003 BLIMPIE SUBS & SALAQPS - Purch	\$40.00	
	\$2,086.00	Subtotal for Dept. Aquatics
00012838 BAILEYS ACE HARDWARE - Purchas	\$20.18	
00012985 CASPER FIRE EXTINGUISH - Purch	\$42.65	
00012836 ENERGY LABORATORIES - Purchase	\$2,512.00	
00012777 HOMAX OIL SALES INC - Purchase	\$552.95	
00013028 SQ RODOLPH BROTHERS - Purchas	\$185.70	
00012452 CLAIM ADJ/HOMAX OIL SALES - Cr	(\$85.93)	
00013098 BAILEYS ACE HARDWARE - Purchas	\$96.60	
00012702 SQ ATLANTIC ELECTRIC, - Purch	\$70.00	
00012569 OREILLY AUTO 00027466 - Purch	\$9.99	
00012997 GREINER MOTOR COMPANY - MIRROR	\$315.57	
00012568 MENARDS 3243 CASPER - Credit	(\$149.55)	
00012761 DANA KEPNER CO. - Purchase	\$167.04	
00012755 QUALITY OFFICE SOLUTIO - Purch	\$38.95	
00012951 MENARDS CASPER - Purchase	\$129.21	
00012957 METECH, INC. - Purchase	\$2,212.34	
00012566 SHERWIN WILLIAMS #3439 - Purch	\$254.82	
00012007 AMERIGAS propane - Purchas	\$480.02	
00013085 SAFETY KLEEN CORP - Purchase	\$5,388.12	
00012814 SAMSCLUB #6425 - Purchase	\$45.57	
00012860 QUALITY OFFICE SOLUTIO - Purch	\$99.57	
00013034 AMERI-TECH EQUIPMENT C - Purch	\$318.04	
00012041 SQ ATLANTIC ELECTRIC, - Purch	\$70.00	
00011981 SPORTSMANS WAREHOUSE 1 - Credi	(\$8.30)	
00013110 HOODS EQUIPMENT AND SP - Purch	\$335.98	
00012827 HONNEN EQUIPMENT #04 - DOZER R	\$5,833.00	
	\$18,934.52	Subtotal for Dept. Balefill
00012169 CRUM ELECTRIC SUPPLY C - Purch	\$4.72	
00012313 BAILEYS ACE HARDWARE - Purchas	\$9.98	
00011989 CASPER WINNELSON CO - Purchase	\$33.60	
00012085 BAILEYS ACE HARDWARE - Purchas	\$0.92	
00012112 LEES GLASS - Purchase	\$39.45	
00012135 BLOEDORN LUMBER CASPER - Purch	\$33.20	

Bills and Claims

City of Casper

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00011922	NORCO INC - Purchase	\$46.87
00011937	DENNIS SUPPLY COMPAN - Purchas	\$39.14
00012157	CASPER WINNELSON CO - Purchase	\$18.61
00012979	BLOEDORN LUMBER CASPER - Purch	\$18.88
00011864	BLOEDORN LUMBER CASPER - Purch	\$19.37
00012333	WYOMING OFFICE PRODUCT - Purch	\$260.00
00013057	SHERWIN WILLIAMS #3439 - Purch	\$114.57
00011983	CASPER WINNELSON CO - Purchase	\$105.00
00012744	MENARDS CASPER - Purchase	\$149.99
00012726	DIAMOND VOGEL PAINT #7 - Purch	\$21.22
00011895	BAILEYS ACE HARDWARE - Purchas	\$2.29
00011948	SUTHERLANDS 2219 - Purchase	\$1.94
00011943	NORCO INC - Purchase	\$142.62
00012267	DALCO INDUSTRIES INC - Purchas	\$179.00
00012248	CASPER WINNELSON CO - Purchase	\$97.76
00012171	SAMSCLUB #6425 - Purchase	\$36.94
00011846	CRESCENT ELECTRIC 103 - Purcha	\$20.50
00012292	CASPER WINNELSON CO - Purchase	\$46.72
00011919	LONG BLDG. TECHNOLOGIE - Purch	\$405.00
00012018	HOSE & RUBBER SUPPLY - Purchas	\$23.06
00011976	LONG BLDG. TECHNOLOGIE - Purch	\$270.00
00011992	NORCO INC - Purchase	\$36.18
00013022	BLOEDORN LUMBER CASPER - Purch	\$21.57
00012061	SAMSCLUB #6425 - Purchase	\$121.48
00011894	WEAR PARTS INC - Purchase	\$43.04
00012075	CASPER WINNELSON CO - Purchase	\$36.87
00013068	CASPER WINNELSON CO - Purchase	\$37.47
00013056	BLOEDORN LUMBER CASPER - Purch	\$21.04
00013037	BLOEDORN LUMBER CASPER - Purch	\$4.76
00011891	BARGREEN WYOMING 25 - Purchase	\$52.35
00011884	BLOEDORN LUMBER CASPER - Purch	\$16.07
00012245	SUTHERLANDS 2219 - Purchase	\$3.29
00012365	WW GRAINGER - Purchase	\$118.71
00012223	WW GRAINGER - Purchase	\$149.04
00012944	SUTHERLANDS 2219 - Purchase	\$5.99
00012870	THE HOME DEPOT 6001 - Purchase	\$97.20
00012862	NORCO INC - Purchase	\$69.66
00012854	HOSE & RUBBER SUPPLY - Credit	(\$5.87)
00012774	BAILEYS ACE HARDWARE - Purchas	\$0.76
00012823	SUTHERLANDS 2219 - Purchase	\$5.58
00013091	CASPER WINNELSON CO - Purchase	\$43.87
00012906	CASPER WINNELSON CO - Purchase	\$36.74
00013100	PRAIRIE PELLA WY LLC - Purchas	\$34.65
00012913	SUTHERLANDS 2219 - Purchase	\$89.99
00012878	HOSE & RUBBER SUPPLY - Purchas	\$5.59
00012945	DIAMOND VOGEL PAINT #7 - Purch	\$1,073.80
00012946	BLOEDORN LUMBER CASPER - Purch	\$81.76
00012969	WEAR PARTS INC - Purchase	\$12.84
00012953	DIAMOND VOGEL PAINT #7 - Purch	\$1,073.80
00012960	THE HOME DEPOT 6001 - Purchase	\$64.80

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

00012962 DENNIS SUPPLY COMPAN - Purchas	\$48.57	
00012895 CASPER WINNELSON CO - Purchase	\$293.97	
00012582 XPEDX - Credit	(\$150.81)	
00012199 BAILEYS ACE HARDWARE - Purchas	\$9.98	
00011961 CASPER WINNELSON CO - Purchase	\$6.54	
00012873 BAILEYS ACE HARDWARE - Purchas	\$6.08	
00012125 FERGUSON ENT #3069 - Purchase	\$17.89	
00012231 BAILEYS ACE HARDWARE - Credit	(\$2.00)	
00012055 WW GRAINGER - Purchase	\$145.35	
00012184 SUTHERLANDS 2219 - Purchase	\$50.65	
00012042 CASPER WINNELSON CO - Purchase	\$30.13	
00012036 BLOEDORN LUMBER CASPER - Purch	\$11.08	
00012889 NORCO INC - Purchase	\$34.16	
00012197 BLOEDORN LUMBER CASPER - Purch	\$2.24	
00012066 HD SUPPLY UTILITIES, L - Purch	\$48.00	
00012200 BLOEDORN LUMBER CASPER - Purch	\$7.36	
00012207 SHERWIN WILLIAMS #3439 - Purch	\$153.45	
00012211 BLOEDORN LUMBER CASPER - Credi	(\$4.16)	
00012145 BLOEDORN LUMBER CASPER - Purch	\$35.60	
00012867 SAMSClub #6425 - Purchase	\$302.34	
00012933 SAMSClub #6425 - Purchase	\$24.88	
00012925 DENNIS SUPPLY COMPAN - Purchas	\$103.41	
00012924 NORCO INC - Purchase	\$938.80	
00012191 CASPER WINNELSON CO - Purchase	\$11.41	
	\$7,619.30	Subtotal for Dept. Buildings And Grounds
00013094 CASPER STAR TRIBUNE - Purchase	\$338.68	
00013094 CASPER STAR TRIBUNE - Purchase	\$84.67	
	\$423.35	Subtotal for Dept. C.A.T.C.
00012807 PIONEER REVERE 8008771 - Purch	\$568.00	
00011933 HERCULES INDUSTRIES CA - Purch	\$1,527.31	
00013016 BLOEDORN LUMBER CASPER - Purch	\$422.42	
00012776 PIONEER REVERE 8008771 - Purch	\$429.00	
	\$2,946.73	Subtotal for Dept. Capital Projects
00012856 WILD BUNCH VP LLC, - Purchase	\$150.00	
00013031 HI-TECH FX LLC - Purchase	\$621.30	
00013097 ALBERTSONS - Purchase	\$6.99	
	\$778.29	Subtotal for Dept. Casper Events Center
00012768 ATLAS OFFICE PRODUCTS - Purcha	\$50.99	
00013001 CPS DISTRIBUTORS INC C - Purch	\$7.04	
00013103 BAILEYS ACE HARDWARE - Purchas	\$11.77	
00012929 USPS 57155809430310940 - Purch	\$49.00	
	\$118.80	Subtotal for Dept. Cemetery
00012449 71 CONSTRUCTION INC #1 - Purch	\$149.10	
00012654 71 CONSTRUCTION INC #1 - Credi	(\$7.10)	
00012671 71 CONSTRUCTION INC #1 - Credi	(\$8.19)	
00012481 71 CONSTRUCTION INC #1 - Purch	\$171.96	
00012587 GENERAL SHALE-CASPE - Purchase	\$751.03	
	\$1,056.80	Subtotal for Dept. City Hall
00011915 HD SUPPLY UTILITIES, L - Purch	\$220.60	

Bills and Claims

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00012161 CRUM ELECTRIC SUPPLY C - Purch	\$252.08	
00012499 SAMSCLUB #6425 - Purchase	\$128.99	
00012482 WAL-MART #1617 - Purchase	\$14.15	
00013035 SKILLPATH SEMINARS MAI - Purch	\$199.00	
00012740 ICMA INTERNET - Purchase	\$248.00	
00013045 SUBWAY 00999912 - Purch	\$53.55	
00012063 CASPER STAR TRIBUNE - Purchase	\$383.00	
	\$1,499.37	Subtotal for Dept. City Manager
00012721 ATLAS OFFICE PRODUCTS - Purcha	\$38.05	
00013083 ATLAS OFFICE PRODUCTS - Purcha	\$138.01	
00012563 ABLE EQUIPMENT CO - Purchase	\$1,350.00	
	\$1,526.06	Subtotal for Dept. Code Enforcement
00012583 GUS GLOBALSTAR USA - Purchase	\$113.58	
00012682 USPS 57155809430310940 - Purch	\$8.03	
00012833 JOHNSON ROBERTS & ASSO - Purch	\$135.00	
00012616 DTV DIRECTV SERVICE - Purchase	\$55.99	
	\$312.60	Subtotal for Dept. Communications Center
00012604 WYOMING COMMUNITY FDN - Purcha	\$2,500.00	
00013004 ATLAS OFFICE PRODUCTS - Purcha	\$19.89	
00013007 CASPER STAR TRIBUNE - Purchase	\$1,028.00	
	\$3,547.89	Subtotal for Dept. Council
00013058 ATLAS OFFICE PRODUCTS - Purcha	\$21.50	
00012533 ATLAS OFFICE PRODUCTS - Purcha	\$120.78	
00012501 KMART 4736 - Purchase	\$32.62	
00012545 ATLAS OFFICE PRODUCTS - Purcha	\$64.02	
	\$238.92	Subtotal for Dept. Engineering
00012912 CASPER STAR TRIBUNE - Purchase	\$122.60	
00012994 ATLAS OFFICE PRODUCTS - Purcha	\$143.96	
00011793 CASPER STAR TRIBUNE - Purchase	\$109.20	
00013041 WYOMING SOCIET00 OF 00 - Purch	\$395.00	
	\$770.76	Subtotal for Dept. Finance
00012855 BED BATH & BEYOND #121 - Credi	(\$13.13)	
00012930 CITY WOK - Purchase	\$12.64	
00012832 ENTENMANN-ROVIN COMPAN - Purch	\$187.00	
00012843 BED BATH & BEYOND #121 - Purch	\$292.47	
00012840 COWBOY STATE FITNESS E - Purch	\$10,850.00	
00011982 NATIONAL REGISTRY EMT - Purcha	\$110.00	
00012465 WW GRAINGER - Purchase	\$1,439.32	
00012942 UNITED 01626084868284 - Pur	\$25.00	
00012704 FARNHAM FURNITURE GALL - Purch	\$1,996.00	
00012735 ATLAS OFFICE PRODUCTS - Purcha	\$3,243.39	
00012869 THE HOME DEPOT 6001 - Purchase	\$799.00	
00012629 CLARK 9415 - Purchase	\$100.00	
00012767 LEES GLASS - Purchase	\$71.47	
00012763 WIRELESS ADVANCED COMM - Purch	\$977.50	
00012769 NUSHOE - Purchase	\$52.00	
00011942 LOAF N JUG #0130 Q81 - Purch	\$49.37	
00012785 WYOMING SIGNS, LLC - Purchase	\$122.36	
00012593 COFFEE CUP FUEL STOP#7 - Purch	\$75.00	

Bills and Claims

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04-Jun-14 to 17-Jun-14

00012664	THE HILTON GARDEN INN - Purcha	\$231.76	
00012658	CLARK 9415 - Purchase	\$54.00	
00011954	EXXONMOBIL 47672811 - Purch	\$35.45	
00011987	EXXONMOBIL 45608197 - Purch	\$23.59	
00012974	GUEST SERVICES-UNITQ68 - Purch	\$167.32	
00012091	HOLIDAY INN CODY - Purchase	\$178.00	
00012600	THE ORIGINAL PANCAKE H - Purch	\$68.21	
00011965	GRANNYS RESTAURANT - Purchase	\$38.28	
00011903	QTS RESTAURANT CODY - Purchase	\$44.41	
00011907	MCDONALD'S F14293 - Purchase	\$26.03	
00011918	LA COMIDA - Purchase	\$37.17	
00012592	PILOT 00009316 - Purch	\$101.75	
00011928	MAVERIK CNTRY STRE - Purchase	\$28.47	
00012524	WW GRAINGER - Purchase	\$6.22	
00011938	GRANNYS RESTAURANT - Purchase	\$37.66	
00012890	HOBBY-LOBBY #0233 - Purchase	\$197.90	
00012591	NATIONAL REGISTRY EMT - Purcha	\$110.00	
00012978	SUBWAY 00357038 - Purch	\$8.46	
00012120	HOLIDAY INN CODY - Purchase	\$178.00	
00012706	WIRELESS ADVANCED COMM - Purch	\$3,230.00	
		\$25,192.07	Subtotal for Dept. Fire
00013040	ATLAS OFFICE PRODUCTS - Purcha	\$183.80	
00013047	C&J SAYLES INC - Purchase	\$162.68	
		\$346.48	Subtotal for Dept. Fort Caspar
00012801	DRIVE TRAIN INDUSTRIES - Purch	\$38.35	
00012606	CASPER TIRE - Purchase	\$72.00	
00012732	WYOMING MACHINERY CO - INJECTO	\$4,234.08	
00012372	DANA KEPNER CO. - Purchase	\$50.00	
00013048	DULTMEIER SALES - Purchase	\$119.04	
00012874	WEAR PARTS INC - CLEANED FILTE	\$43.50	
00012229	NEWARK US 00000109 - Purch	\$46.54	
00012692	DECKER AUTO GLASS - Purchase	\$67.96	
00012793	WEAR PARTS INC - CLEANED FILTE	\$29.00	
00012613	BEARING BELTCHAIN00244 - Purch	\$256.02	
00011855	BRAKE SUPPLY COMPANY I - Purch	\$1,417.36	
00013077	BEARING BELTCHAIN00244 - Purch	\$44.87	
00011858	BEARING BELTCHAIN00244 - Purch	\$44.85	
00013049	STOTZ EQUIPMENT - AM123716/TCA	\$45.82	
00012111	DECKER AUTO GLASS - CHARGED TW	\$286.07	
00012486	IN VEHICLE LIGHTING S - Purch	\$90.30	
00012733	DRIVE TRAIN INDUSTRIES - Credi	(\$89.86)	
00012732	WYOMING MACHINERY CO - FILTERS	\$195.08	
00012689	DRIVE TRAIN INDUSTRIES - Purch	\$89.86	
00012005	BLUE LINE POLY HEADS	\$105.69	
00012973	NUTECH SPECIALTIES INC - Purch	\$245.30	
00013010	MCCOY SALES CORPORATIO - HYDRA	\$183.18	
00012459	WW GRAINGER - Purchase	\$380.72	
00013042	WW GRAINGER - fuses	\$3.04	
00012949	STOTZ EQUIPMENT - Purchase	\$245.62	
00012560	HENSLEY BATTERY & ELEC - Purch	\$96.19	

Bills and Claims

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00012009	FASTENAL COMPANY01 - CHARGED T	(\$3.09)
00012038	FASTENAL COMPANY01 - Purchase	\$2.94
00012597	HENSLEY BATTERY & ELEC - Purch	\$235.68
00012710	THE ORIGINAL PANCAKE H - Purch	\$59.46
00012943	GOODYEAR COMMERCIAL TI - Purch	\$516.98
00013054	GREINER MOTOR COMPANY - Purcha	\$149.72
00012589	MIS INDUSTRIAL SUPPLY - Purcha	\$32.75
00012729	STOTZ EQUIPMENT - Purchase	\$256.72
00012521	WW GRAINGER - Purchase	\$36.08
00012370	GOVTELLERNATRONAWYFEE - Purcha	\$2.33
00012588	GOODYEAR COMMERCIAL TI - Purch	\$171.12
00012648	QSL RAPID CITY - Purchase	\$49.69
00012576	SAMSCLUB #6425 - Purchase	\$19.98
00013072	DRIVE TRAIN INDUSTRIES - Purch	\$7.67
00012255	DECKER AUTO GLASS - INSTALL GL	\$80.00
00012732	WYOMING MACHINERY CO - INJECTO	(\$812.46)
00012284	MIDLAND IMPLEMENT CO - Purchas	\$28.20
00012244	DECKER AUTO GLASS - WINDSHIELD	\$286.07
00012025	FASTENAL COMPANY01 - CHARGED T	\$3.09
00012649	THE HILTON GARDEN INN - Purcha	\$231.76
00012620	BEARING BELTCHAIN00244 - Purch	\$13.76
00012581	DRIVE TRAIN INDUSTRIES - Purch	\$1.23
00013061	BEARING BELTCHAIN00244 - Purch	\$117.25
00013018	STOTZ EQUIPMENT - SOLENOID/AM1	\$148.05
00013060	DRIVE TRAIN INDUSTRIES - Purch	\$8.01
00013069	BEARING BELTCHAIN00244 - Purch	\$22.72
00012782	JACKS TRUCK AND EQUPMT - BRACK	\$658.06
00012548	GREINER MOTOR COMPANY - Purcha	\$25.32
00012753	BEARING BELTCHAIN00244 - Purch	\$23.09
00013067	HOSE & RUBBER SUPPLY - ADAPTER	\$4.30
00013065	DRIVE TRAIN INDUSTRIES - Purch	\$127.89
00013038	HONNEN EQUIPMENT #04 - Purchas	\$19.18
00012659	APPLIED IND TECH 0733 - Purch	\$182.68
00012821	BEARING BELTCHAIN00244 - Purch	\$939.60
00013009	B & B RUBBER STAMP SHO - Purch	\$128.00
00013005	HONNEN EQUIPMENT #04 - Purchas	\$9.31
00012784	MIDLAND IMPLEMENT CO - Purchas	\$37.63
00012863	AMERI-TECH EQUIPMENT C - Purch	\$968.92
00012879	HOSE & RUBBER SUPPLY - 1/2 VIN	\$1.22
00012719	WW GRAINGER - Purchase	\$132.99
00012792	STOTZ EQUIPMENT - Purchase	\$13.49
00012891	HONNEN EQUIPMENT #04 - Purchas	\$32.28
00012846	BEARING BELTCHAIN00244 - Purch	\$25.76
00012940	BAILEYS ACE HARDWARE - Purchas	\$37.84
00012809	STOTZ EQUIPMENT - Purchase	\$28.03
00012984	CAPITAL BUSINESS SYSTE - Purch	\$2.19
00012754	ABLE EQUIPMENT CO - Purchase	\$1,350.00
00012968	BEARING BELTCHAIN00244 - Purch	\$34.52
00012902	HONNEN EQUIPMENT #04 - Purchas	\$383.06
00012797	MACDONALD EQUIPMENT CO - Purch	\$352.35

Bills and Claims

City of Casper

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00012809	STOTZ EQUIPMENT - Purchase	\$60.43
00012888	MACDONALD EQUIPMENT CO - WELDM	\$1,651.11
00012806	JACKS TRUCK AND EQUIPMT -WIPER	\$30.61
00012707	BRAKE SUPPLY COMPANY I - Purch	\$88.99
00013017	HENSLEY BATTERY & ELEC - Purch	\$212.82
00012966	DRIVE TRAIN INDUSTRIES - Purch	\$28.12
00012758	BEARING BELTCHAIN00244 - Purch	\$47.93
00012941	BEARING BELTCHAIN00244 - Purch	\$29.64
00012462	NETWORK FLEET. INC. - Purchase	\$386.15
00012839	HOSE & RUBBER SUPPLY - BALL VA	\$27.11
00012791	BEARING BELTCHAIN00244 - Purch	\$146.25
00013012	DRIVE TRAIN INDUSTRIES - Purch	\$69.24
00012783	WHITES MOUNTAIN - Purchase	\$37.20
00012977	DRIVE TRAIN INDUSTRIES - Purch	\$188.33
00012976	BEARING BELTCHAIN00244 - Purch	\$40.48
00012734	WW GRAINGER - Purchase	\$94.86
00012975	BEARING BELTCHAIN00244 - Purch	\$94.98
00012778	AMERI-TECH EQUIPMENT C - Purch	\$1,393.08
00012723	GOODYEAR COMMERCIAL TI - Purch	\$2,283.00
00013025	BEARING BELTCHAIN00244 - Purch	\$151.34
00011869	DECKER AUTO GLASS - Purchase	\$286.07
00012915	FLEMING SUPPLY - Purchase	\$32.50
00012897	BEARING BELTCHAIN00244 - Purch	\$16.96
00012851	DRIVE TRAIN INDUSTRIES - Purch	\$272.23
00012892	WEAR PARTS INC - WASHER,SCREWS	\$51.63
00011950	INTERMOUNTAIN COACH LE - Purch	\$92.68
00012817	DRIVE TRAIN INDUSTRIES - Purch	\$31.06
00012688	AMERI-TECH EQUIPMENT C - Purch	\$220.52
00012939	BEARING BELTCHAIN00244 - Purch	\$60.63
00012656	DRIVE TRAIN INDUSTRIES - Purch	\$162.92
00013020	HOWARD SUPPLY COMPANY - Purcha	\$14.63
00012694	INLAND TRUCK PARTS #35 - Purch	\$66.89
00012647	BEARING BELTCHAIN00244 - Purch	\$106.97
00012826	FLEMING SUPPLY - Purchase	\$31.15
00012300	NATRONA CNTY CLERK TAX - Purch	\$15.00
00012342	CASPER WINAIR SUPPLY C - Purch	\$40.80
00011821	MAX FIRE - Purchase	\$111.21
00012175	BEARING BELTCHAIN00244 - Credi	(\$34.67)
00012903	WHITES MOUNTAIN - CHARGE INSTE	\$197.50
00012567	GREINER MOTOR COMPANY - Purcha	\$4.88
00012310	SAMSCLUB #6425 - Purchase	\$17.94
00013079	THE HON CO. CUST. SERV - Purch	\$140.24
00012300	NATRONA CNTY CLERK TAX - Purch	\$15.00
00011870	SAMSCLUB #6425 - Purchase	\$19.96
00012048	SQ DAVID TERRELL - Purchase	\$400.00
00011934	OFFICE MAX - Purchase	\$199.76
00012287	SHEET METAL SPECIALTIE - Purch	\$9.80
00012137	GOODYEAR COMMERCIAL TI - Purch	\$673.40
00013074	NORCO INC - NITROGEN	\$21.24
00012168	EREPLACEMENTPARTS.COM - Purcha	\$29.99

Bills and Claims

City of Casper

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00013080	THE HON CO. CUST. SERV - Purch	\$6,416.81
00013089	WW GRAINGER - KNOBS 070710	\$3.52
00013108	WW GRAINGER - parts return mal	\$180.10
00012904	CASPER TIRE - Purchase	\$300.00
00013019	STOTZ EQUIPMENT - TCA21555 CON	\$528.69
00012732	WYOMING MACHINERY CO - SWITCH	\$65.24
00012898	KELLYS ALIGNMENT AND B - ALIGN	\$173.00
00012883	S&S CASPER- PARTS - TRANSMISSI	(\$5,125.00)
00012864	SOURCE OFFICE PRODUCTS - Purch	\$103.68
00012849	S&S CASPER- PARTS - CORE CREDI	(\$5,125.00)
00012829	HENSLEY BATTERY & ELEC - BATTE	\$81.24
00012827	HONNEN EQUIPMENT #04 - FREIGHT	\$281.00
00012820	ABLE EQUIPMENT CO - Credit	(\$25.00)
00012804	STOTZ EQUIPMENT - FORK/WASHER/	\$137.99
00011821	MAX FIRE - Purchase	\$257.40
00012794	DECKER AUTO GLASS - Purchase	\$13.75
00011953	ABLE EQUIPMENT CO - Purchase	\$827.00
00012732	WYOMING MACHINERY CO - CAM 118	\$5.10
00012732	WYOMING MACHINERY CO - VALVE 2	\$650.69
00012899	SAMSCLUB #6425 - Purchase	\$105.31
00012732	WYOMING MACHINERY CO - MIRROR	\$156.69
00012012	ATLAS OFFICE PRODUCTS - Purcha	\$260.02
00012417	TOP OFFICE PRODUCTS -FEB, MAR,	\$49.86
00011959	BEARING BELTCHAIN00244 - Purch	\$34.67
00012019	DECKER AUTO GLASS - CREDIT CHAR	(\$286.07)
00012357	BLOEDORN LUMBER CASPER - Purch	\$8.45
00012686	TITAN MACHINERY - CASP - Purch	\$4,331.55
00012837	AMBI MAIL AND MARKETIN - FREIG	\$5.16
00012681	HENSLEY BATTERY & ELEC - Purch	\$93.13
00012956	GOODYEAR COMMERCIAL TI - Purch	\$719.44
00012828	CMI-TECO - Purchase	\$6,434.27
00012747	STEPHANIE PEDROZA - Purchase	\$2,450.00
00012824	STOTZ EQUIPMENT - Purchase	\$42.63
00013011	CMI-TECO - Purchase	\$16.37
00013088	GREINER MOTOR COMPANY - Purcha	\$18.60
00012819	JACKS TRUCK AND EQUIPMT - FUEL	\$61.42
00012677	AUTOZONE #4068 - Purchase	\$65.09
00013063	NORCO INC - APRIL CYL RENTAL	\$118.11
00013066	GREINER MOTOR COMPANY - SEAT B	\$39.71
00012738	WHITES MOUNTAIN - Purchase	\$68.11
00013107	MIDLAND IMPLEMENT CO - Purchas	\$210.65
00012538	CMI-TECO - Purchase	\$11.06
00012005	BLUE LINE -GUARD & BELT 79999	\$92.13
00012815	JACKS TRUCK AND EQUIPMT - WIPER	\$3.57
00012425	ALPINE MOTOR SPORTS - Purchase	\$124.95
00012927	TITAN MACHINERY - CASP - Purch	\$62.14
00011911	PRECISION KNIFE & TOOL - Purch	\$535.20
00011968	OREILLY AUTO 00027466 - Purch	\$33.75
00012426	SQ ATLANTIC ELECTRIC, - Purch	\$3,000.00
00012440	SHEET METAL SPECIALTIE - Purch	\$960.00

Bills and Claims

City of Casper

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00012810 JACKS TRUCK AND EQUIPMT - WIPER	\$0.60	
00012243 STOTZ EQUIPMENT - Credit	(\$14.48)	
00012963 GREINER MOTOR COMPANY - Purcha	\$225.10	
00012967 WHITES MOUNTAIN - CREDIT TO OF	(\$197.50)	
00012967 WHITES MOUNTAIN - CREDIT FOR S	(\$187.50)	
00012967 WHITES MOUNTAIN - CREDIT FOR C	(\$10.00)	
00012971 DAYTON TRANSMISSION LL - Purch	\$2,444.23	
00012973 NUTECH SPECIALTIES INC - Purch	\$161.99	
00012973 NUTECH SPECIALTIES INC - Purch	\$973.81	
00012992 ALSCO SLCAS - Purchase	\$964.88	
00012898 KELLYS ALIGNMENT AND B - ALIGN	\$53.00	
00012391 DECKER AUTO GLASS - REDI-CUT M	\$19.80	
00012850 HENSLEY BATTERY & ELEC - Purch	\$88.52	
00012222 ALBERTSONS - Purchase	\$16.99	
00012750 JACKS TRUCK AND EQUIPMT - BRAKE	\$20.48	
00012284 MIDLAND IMPLEMENT CO - Purchas	\$506.11	
00013034 AMERI-TECH EQUIPMENT C - Purch	\$612.00	
	\$51,148.77	Subtotal for Dept. Garage
00012803 ACT Active.com - Purchase	\$5,272.70	
00012987 MURDOCH'S RANCH & HOME - Purch	\$69.99	
00013073 BEARING BELTCHAIN00244 - Purch	\$14.95	
00012795 GCSAA EIFG 8004727878 - Purcha	\$365.00	
00012848 CHARTER COMM - Purchase	\$135.31	
00012858 SUTHERLANDS 2219 - Purchase	\$111.88	
00013087 CPS DISTRIBUTORS INC C - Purch	\$161.88	
	\$6,131.71	Subtotal for Dept. Golf Course
00011913 ABLE EQUIPMENT CO - Purchase	\$1,350.00	
00013064 BEARING BELTCHAIN00244 - Purch	\$83.99	
00012911 COMTRONIX - Purchase	\$61.00	
00012923 ORKIN 854 - Purchase	\$79.50	
00012691 IN EAGLE ELECTRIC, LL - Purch	\$6,432.02	
00012764 AMBI MAIL AND MARKETIN - Purch	\$4.60	
	\$8,011.11	Subtotal for Dept. Hogadon
00012841 BEST BUY 00015271 - Purch	\$189.98	
00012948 TEESPRING.COM - Purchase	\$150.00	
00013008 LITTLE CAESARS 1989 00 - Purch	\$24.23	
00012928 BESTBUYMKTPPLACE - Purchase	\$33.17	
00012948 TEESPRING.COM - Purchase	\$407.05	
00013081 VISTAR - ROCKY MOUNT - Purchas	\$257.83	
00012876 SAMS CLUB #6425 - Purchase	\$140.44	
00012999 THE HOME DEPOT 6001 - Purchase	\$20.97	
00012948 TEESPRING.COM - Purchase	\$300.00	
	\$1,523.67	Subtotal for Dept. Ice Arena
00012657 CELLULAR PLUS CASPER 2 - Purch	\$59.97	
00012711 CELLULAR PLUS CASPER 2 - Purch	\$39.98	
	\$99.95	Subtotal for Dept. Information Services
00012132 CASPER STAR TRIBUNE - Purchase	\$393.84	
00012742 IN EXPRESS PRINTING C - Purch	\$586.44	
00012542 NORCO INC - Purchase	\$234.81	

Bills and Claims

City of Casper

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00012049 PILOT 00007591 - Purch	\$26.00	
00012910 USAIRWAY 03723591130744 - Pur	\$25.00	
00012749 HAVAHART.COM - Purchase	\$199.96	
00012612 ALL CREATURES VETERINA - Purch	\$218.00	
00012634 AMBI MAIL AND MARKETIN - Purch	\$102.83	
00012674 COCA COLA BOTTLING CO - Purcha	\$84.25	
00012926 DOLLAR RENT-A-CAR DAB0 - Purch	\$224.39	
00012628 ATLAS OFFICE PRODUCTS - Purcha	\$185.54	
00012519 OFFICE MAX - Purchase	\$44.17	
00013044 PETCO 1456 63514566 - Purch	\$5.24	
00012700 DELTA 00682412794033 - Pur	\$25.00	
00012491 OFFICE MAX - Purchase	\$83.97	
00012666 MED FORM - Purchase	\$110.30	
00012970 HILTON DAYTONA BEACH - Purchas	\$290.26	
00012594 CASPER ANIMAL CENTER, - Purcha	\$349.15	
	\$3,189.15	Subtotal for Dept. Metro Animal
00012546 ATLAS OFFICE PRODUCTS - Purcha	\$134.13	
00011893 ATLAS OFFICE PRODUCTS - Purcha	\$47.21	
00013046 ATLAS OFFICE PRODUCTS - Purcha	\$16.98	
	\$198.32	Subtotal for Dept. Municipal Court
00012813 BAILEYS ACE HARDWARE - Purchas	\$35.96	
00013090 THE HOME DEPOT 6001 - Purchase	\$15.86	
00012417 TOP OFFICE PRODUCTS -FEB, MAR,	\$49.86	
00012414 MENARDS CASPER - Purchase	\$25.15	
00012859 NORCO INC - Purchase	\$368.67	
00012756 CPS DISTRIBUTORS INC C - Purch	\$957.00	
00012965 BAILEYS ACE HARDWARE - Purchas	\$15.99	
00013039 CPS DISTRIBUTORS INC C - Purch	\$169.44	
00011878 JOHNNY APPLESEED, INC. - Purch	\$3,390.00	
00012717 CPS DISTRIBUTORS INC C - Purch	\$43.41	
00012623 MURDOCH'S RANCH & HOME - Purch	\$39.99	
00012586 CPS DISTRIBUTORS INC C - Purch	\$3.62	
00012909 CPS DISTRIBUTORS INC C - Purch	\$52.50	
00013062 BAILEYS ACE HARDWARE - Purchas	\$3.99	
00012745 GROWTH PRODUCTS - Purchase	\$8,508.14	
00013052 CPS DISTRIBUTORS INC C - Purch	\$258.60	
00013033 NORCO INC - Purchase	\$542.43	
00013092 WYOMING RENTS - Purchase	\$70.00	
00013105 MICHAELS FENCE & SUPPL - Purch	\$121.38	
00012847 CPS DISTRIBUTORS INC C - Purch	\$445.72	
00012096 CASPER STAR TRIBUNE - Purchase	\$394.84	
00013023 BLOEDORN LUMBER CASPER - Purch	\$71.42	
00012959 KMART 4736 - Purchase	\$44.94	
00012605 BAILEYS ACE HARDWARE - Purchas	\$58.56	
00012126 CASPER STAR TRIBUNE - Purchase	\$382.00	
00012536 BAILEYS ACE HARDWARE - Purchas	\$63.89	
00012887 SEARS ROEBUCK 2341 - Purchas	\$79.98	
00012908 BLOEDORN LUMBER CASPER - Purch	\$71.22	
00012630 WAL-MART #1617 - Purchase	\$46.16	
00012947 CPS DISTRIBUTORS INC C - Purch	\$458.50	

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

00012599	KISTLER TENT AWNING - Purchas	\$75.00	
00012751	CPS DISTRIBUTORS INC C - Purch	\$93.60	
00012696	WYOMING RENTS - Purchase	\$42.50	
00012877	HOSE & RUBBER SUPPLY - Purchas	\$51.35	
00012727	GALLES GRNHS & HEPP LN - Purch	\$1,019.60	
00011997	BLOEDORN LUMBER CASPER - Purch	\$354.96	
00012865	HOSE & RUBBER SUPPLY - Purchas	\$28.44	
	\$18,454.67 Subtotal for Dept.		Parks
00012721	ATLAS OFFICE PRODUCTS - Purcha	\$38.05	
00012765	CASPER STAR TRIBUNE - Purchase	\$215.00	
00013053	USPS 57155809430310940 - Purch	\$6.15	
	\$259.20 Subtotal for Dept.		Planning
00012549	MAVERIK #389 - Purchase	\$39.50	
00012488	MERBACK AWARD COMPANY - Purcha	\$128.47	
00012871	NORCO INC - Purchase	\$103.06	
00012730	WAL-MART #3778 - Purchase	\$25.11	
00012712	INK OASIS - Purchase	\$70.23	
00011984	WHEATLAND TRAVEL CEN - Purchas	\$58.01	
00012439	CASPER STAR TRIBUNE - Purchase	\$1,037.50	
00012625	QUALITY OFFICE SOLUTIO - Purch	\$30.79	
00012731	BLUE SKY THE COLOR OF - Purcha	\$12.49	
00013000	NATIONAL TACTICAL OFFI - Purch	\$150.00	
00011960	HOLIDAY INNS - Purchase	\$108.84	
00012504	PERSONNEL EVALUATI - Purchase	\$220.00	
00012517	ATLAS OFFICE PRODUCTS - Purcha	\$133.88	
00012988	7-ELEVEN 21493 - Purchase	\$42.01	
00013076	EXXONMOBIL 47736939 - Purch	\$49.00	
00012054	HOMWOOD SUITES FT COL - Purch	\$120.29	
00012455	RESPOND FIRST AID - Purchase	\$185.80	
00012636	HOLIDAY INNS I80 CHEYE - Purch	\$91.30	
00012952	DELTA 00682411602143 - Pur	\$25.00	
00012670	QUALITY OFFICE SOLUTIO - Purch	\$132.88	
00012667	GRANTWRITIN - Purchase	\$595.00	
00012663	HOLIDAY INNS I80 CHEYE - Purch	\$91.30	
00012662	EXXONMOBIL 45948593 - Purch	\$2.50	
00012642	HOLIDAY INNS - Purchase	\$35.00	
00012590	ATLAS OFFICE PRODUCTS - Purcha	\$188.24	
00012637	BIG A CONVENIENT STORE - Purch	\$40.61	
00012881	IN SNAP TRENDS, INC. - Purcha	\$2,100.00	
00012624	SHELL OIL 57444302301 - Purcha	\$45.01	
00012643	MENARDS CASPER - Purchase	\$90.65	
00012760	SAMSCLUB #6425 - Purchase	\$128.69	
00012921	STAYBRIDGE SUITES OF J - Purch	\$498.00	
00012770	ATLAS OFFICE PRODUCTS - Purcha	\$375.60	
00012907	ENTERPRISE RENT-A-CAR - Purcha	\$498.30	
00012640	DELTA 00682410625153 - Pur	\$25.00	
00012552	DELTA 00601906837483 - Pur	\$39.00	
00013024	UNITED 01624094048592 - Pur	\$554.50	
00013026	ATLAS OFFICE PRODUCTS - Purcha	\$63.37	
00012308	ATLAS OFFICE PRODUCTS - Purcha	\$258.28	

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

00012955	QUALITY OFFICE SOLUTIO - Purch	\$26.58	
00012584	RICOH USA, INC - Purchase	\$31.35	
00012914	HOTELS.COM - Purchase	\$125.91	
00012556	TEAM NETWORKS - Purchase	\$434.00	
00013032	UNITED 01624094048614 - Pur	\$554.50	
00013015	ATLAS OFFICE PRODUCTS - Purcha	\$119.96	
00012983	LOAF N JUG #0119 Q81 - Purch	\$39.00	
00013014	HOTELS.COM - Purchase	\$125.39	
00011914	SHELL OIL 57444302301 - Purcha	\$39.00	
00012574	DELTA 00623598178792 - Pur	\$506.00	
00012557	BEST BUY 00015271 - Purch	\$52.49	
00013086	IN EXPRESS PRINTING C - Purch	\$506.32	
		\$10,953.71	Subtotal for Dept. Police
00012825	GOLDEN WEST INDUS SUPP - Purch	\$868.00	
		\$868.00	Subtotal for Dept. Police Dept
00012517	ATLAS OFFICE PRODUCTS - Purcha	\$83.57	
00012995	DONELLS CANDIES INC - Purchase	\$292.60	
00012515	NOLAND FEED INC. - Purchase	\$86.80	
00012527	LOVELAND CNTRY STR - Purchase	\$44.84	
		\$507.81	Subtotal for Dept. Police Grants
00012931	BAILEYS ACE HARDWARE - Purchas	\$25.14	
00012964	NATIONAL RECREATION & - Purcha	\$663.75	
00012982	NORCO INC - Purchase	\$67.48	
00012961	PCI PATTERSON MEDICAL - Purcha	\$50.75	
00012964	NATIONAL RECREATION & - Purcha	\$86.25	
00012842	WW GRAINGER - Purchase	\$8.40	
00012716	PCI PATTERSON MEDICAL - Purcha	\$206.00	
00013111	Amazon.com - Purchase	\$235.05	
00012920	NORCO INC - Purchase	\$169.23	
00013006	SAMS CLUB #6425 - Purchase	\$35.34	
00012885	BAILEYS ACE HARDWARE - Purchas	\$35.94	
00012645	BSN SPORT SUPPLY GROUP - Purch	\$287.75	
00012986	WM SUPERCENTER #1617 - Purchas	\$44.82	
		\$1,915.90	Subtotal for Dept. Recreation
00012845	NORCO INC - Purchase	\$128.15	
00012845	NORCO INC - Purchase	\$430.16	
00013071	MICHAELS FENCE & SUPPL - Purch	\$6.50	
00013109	LAMAR MEDIA 3 - Purchase	\$2,025.00	
00013059	MICHAELS FENCE & SUPPL - Purch	\$31.08	
00013029	BAILEYS ACE HARDWARE - Purchas	\$3.58	
00012417	TOP OFFICE PRODUCTS -FEB, MAR	\$113.37	
		\$2,737.84	Subtotal for Dept. Refuse Collection
00012627	WESTERN LOCKSMITH - Purchase	\$222.89	
00013036	EPASALES - Purchase	\$305.68	
00012937	WESTERN LOCKSMITH - Credit	(\$10.61)	
00012718	ABLE EQUIPMENT CO - Purchase	\$1,425.00	
00013043	ALBERTSONS - Purchase	\$15.96	
00012780	TACO JOHNS Q73 - Credi	(\$1.68)	
00012998	WM SUPERCENTER #3778 - Purchas	\$16.94	

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

	\$1,974.18	Subtotal for Dept.	Sewer
00012917 BOBCAT OF CASPER - Purchase	\$3,250.00		
00013051 CRETEX CONCRETE PRODUC - Purch	\$302.00		
00012725 CRETEX CONCRETE PROD W - Purch	\$841.00		
00012417 TOP OFFICE PRODUCTS - FEB, MAR	\$49.86		
00012857 WYOMING RENTS - Purchase	\$727.50		
00013030 TRUENORTH STEEL - Purchase	\$80.05		
00012861 WYOMING STEEL AND RECY - Purch	\$234.74		
00013075 WESTERN SLING CO - Purchase	\$36.84		
00012996 ISC,INC - Credit	(\$59.48)		
00012972 CASPER CONTRACTOR SUPP - Purch	\$122.52		
00012835 CRETEX CONCRETE PRODUC - Purch	\$1,682.00		
00012919 MURDOCH'S RANCH & HOME - Purch	\$95.96		
00012724 EPASALES - Purchase	\$289.14		
00013099 PETCO 1456 63514566 - Purch	\$22.99		
00012746 WYOMING RENTS - Purchase	\$770.00		
00012728 MOUNTAIN STATES LITHOG - Purch	\$107.75		
00012868 BLOEDORN LUMBER CASPER - Purch	\$54.81		
	\$8,607.68	Subtotal for Dept.	Streets
00013093 NORMONT EQUIPMENT COMP - Purch	\$4,926.00		
00012922 MIS INDUSTRIAL SUPPLY - Credit	(\$441.97)		
00012577 ECONOLITE - Purchase	\$1,666.16		
00012601 FLINT TRADING, INC. - Purchase	\$2,739.75		
00012808 CASPER CONTRACTOR SUPP - Purch	\$732.88		
00012980 MIS INDUSTRIAL SUPPLY - Credit	(\$393.53)		
00012614 SUPERIOR SIGNS & SUPPL - Purch	\$3,648.00		
00012626 MIS INDUSTRIAL SUPPLY - Purcha	\$441.97		
00012679 DIAMOND VOGEL PAINT #7 - Purch	\$5,592.38		
	\$18,911.64	Subtotal for Dept.	Traffic
00012993 AUTOMATION ELECTRONICS - Purch	\$385.00		
00013096 HD SUPPLY UTILITIES, L - Purch	\$165.46		
00012936 MOTION INDUSTRIES WY54 - Purch	\$134.05		
00012875 KNIFE RIVER 5701 - Purchase	\$95.20		
00012866 TFS FISHER SCI ATL - Purchase	\$160.54		
00012981 71 CONSTRUCTION INC #1 - Purch	\$1,600.00		
00013050 ENERGY LABORATORIES - Purchase	\$217.00		
00012802 ABLE EQUIPMENT CO - Purchase	\$1,350.00		
00012901 WATERWORKS INDUSTRIES - Purcha	\$145.00		
00012844 HOSE & RUBBER SUPPLY - Purchas	\$29.01		
00012853 BOBCAT OF CASPER - Purchase	\$400.00		
00012900 WESTERN STATES FIRE PR - Purch	\$230.25		
00012103 TFS FISHER SCI CHI - Purchase	\$261.04		
00012932 STOTZ EQUIPMENT - Purchase	\$114.19		
00013084 ATLAS OFFICE PRODUCTS - Purcha	\$51.98		
00013102 HD SUPPLY UTILITIES, L - Purch	\$76.88		
00012918 TFS FISHER SCI ATL - Purchase	\$33.60		
00013078 UEI WATER PROGRAM - Purchase	\$50.00		
00013027 KNIFE RIVER 5701 - Purchase	\$567.18		
	\$6,066.38	Subtotal for Dept.	Waste Water
00012534 HOSE & RUBBER SUPPLY - Purchas	\$159.15		

Bills and Claims

City of Casper

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00012950	ITRON, INC. - Purchase	\$1,282.68	
00012935	ENERGY LABORATORIES - Purchase	\$920.55	
00012359	DIAMOND VOGEL PAINT #7 - Purch	\$34.45	
00012934	SAMSCLUB #6425 - Purchase	\$99.69	
00012739	ABLE EQUIPMENT CO - Purchase	\$1,132.00	
00013043	ALBERTSONS - Purchase	\$15.96	
00012894	VOLVO OF MILLS - Purchase	\$67.45	
00012669	MOUNTAIN SCALES - Purchase	\$1,640.00	
00013095	KNIFE RIVER 5701 - Purchase	\$206.50	
00011920	SEARS ROEBUCK 2341 - Purchas	\$408.49	
00012295	CASPER WINNELSON CO - Purchase	\$288.71	
00012228	PRAIRIE PELLA WY LLC - Purchas	\$272.00	
00012340	BLOEDORN LUMBER CASPER - Purch	\$7.84	
00012938	ENERGY LABORATORIES - Purchase	\$315.00	
00012072	MR. D'S FOOD CENTER - Purchase	\$11.87	
00012954	SUBWAY 00140475 - Purch	\$9.07	
00013013	ENERGY LABORATORIES - Purchase	\$15.00	
00012796	MARS COMPANY - Purchase	\$6,725.00	
00012741	ABLE EQUIPMENT CO - Purchase	\$1,375.00	
00012618	BAILEYS ACE HARDWARE - Purchas	\$32.58	
00011979	HOUSTON SUPPLY 20 - Purchase	\$22.69	
00012609	BAILEYS ACE HARDWARE - Purchas	\$6.98	
00012737	THE CHOP SHOP - Purchase	\$6.35	
00012905	WEAR PARTS INC - Purchase	\$27.89	
00012884	USPS 57155809430310940 - Purch	\$39.39	
00013106	HARBOR FREIGHT TOOLS 3 - Purch	\$121.54	
00013104	VZWRLLS IVR VB - Purchase	\$215.06	
00012958	THE HOME DEPOT 6001 - Purchase	\$99.80	
00012880	CASPER CONTRACTOR SUPP - Purch	\$156.57	
00012115	SUBWAY 00140475 - Purch	\$9.71	
00012822	BAILEYS ACE HARDWARE - Purchas	\$12.93	
00013082	AUTOMATION ELECTRONICS - Purch	\$577.50	
00013101	SUTHERLANDS 2219 - Purchase	\$71.94	
		\$16,387.34	Subtotal for Dept. Water
00012790	UPS 000008F045W204 - Purchase	\$202.97	
00012762	PIZZA HUT #238 - Purchase	\$63.50	
00012695	CRUM ELECTRIC SUPPLY C - Purch	\$155.52	
00012655	FERGUSON ENT #3069 - Purchase	\$4.14	
00012668	ALSCO SLCAS - Purchase	\$34.40	
00013021	UPS 000008F045W214 - Purchase	\$265.52	
00012781	ALBERTSONS #2060 - Purchase	\$53.13	
00012830	UPS 000008F045W194 - Purchase	\$238.51	
00012789	DIAMOND VOGEL PAINT #7 - Purch	\$253.35	
		\$1,271.04	Subtotal for Dept. Water Treatment Plant
00012635	GEOTEC INDUSTRIAL SUPP - Purch	\$390.00	
00012916	VAN DIEST SUPPLY COMPA - Purch	\$873.61	
00012990	CPS DISTRIBUTORS INC C - Purch	\$8.71	
00012715	MENARDS 3243 CASPER	(\$1.20)	
00012653	71 CONSTRUCTION INC #1 - Purch	\$160.59	
00012775	MENARDS CASPER - Purchase	\$15.13	

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

00012788 THE HOME DEPOT 6001 - Purchase	\$2.59	
00011967 DAYLIGHT DONUTS - Purchase	\$11.81	
00013070 THE HOME DEPOT 6001 - Purchase	\$159.79	
00012757 HOSE & RUBBER SUPPLY - Purchas	\$105.91	
\$1,726.94 Subtotal for Dept.		Weed And Pest
\$228,342.95 Subtotal for Vendor		

PEAKS TO PLAINS DESIGN, P.C.

1190 CY & POPLAR ST. INTERSECTION

\$250.00		
\$250.00 Subtotal for Dept.		Parks
\$250.00 Subtotal for Vendor		

PEPSI COLA OF CASPER

10088 CONCESSION SUPPLIES

(\$56.00)

10087 CONCESSION SUPPLIES

(\$270.00)

10086 CONCESSION SUPPLIES

\$327.50

\$1.50 Subtotal for Dept. Casper Events Center

28801 PRODUCT

\$301.70

\$301.70 Subtotal for Dept. Ice Arena

\$303.20 Subtotal for Vendor

POSTAL PROS, INC.

73637 UTILITY BILLING FEES

\$11,601.33

\$11,601.33 Subtotal for Dept. Finance

73604 WEB POSTING APRIL 2014

\$1,839.27

\$1,839.27 Subtotal for Dept. Water

\$13,440.60 Subtotal for Vendor

POWDER RIVER SHREDDERS LLC

6832 SHREDDING

\$70.00

\$70.00 Subtotal for Dept. City Attorney

6671 SHREDDING

\$21.00

\$21.00 Subtotal for Dept. Municipal Court

\$91.00 Subtotal for Vendor

PRISTINE WATER SOLUTIONS INC.

023244 POLIMERE

\$7,524.40

\$7,524.40 Subtotal for Dept. Water Treatment Plant

\$7,524.40 Subtotal for Vendor

RAILROAD MGMT CO III, LLC

309261 30 INCH SEWER LINE CROSSING

\$146.16

\$146.16 Subtotal for Dept. Sewer

309469 48 INCH SEWER LINE CROSSING

\$1,051.15

\$1,051.15 Subtotal for Dept. Waste Water

\$1,197.31 Subtotal for Vendor

RANDY VLACH

RIN0023886 CLOTHING ALLOWANCE

\$100.00

\$100.00 Subtotal for Dept. Parks

\$100.00 Subtotal for Vendor

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

RESOURCE STAFFING

3028 KITCHEN PERSONNEL	\$358.07	
3012 BOX OFFICE LABORER - ST HS TOU	\$302.22	
3263 KITCHEN PERSONNEL	\$65.70	
	\$725.99	Subtotal for Dept. Casper Events Center
	\$725.99	Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0023752 COURT APPOINTED ATTY	\$577.50	
RIN0023751 COURT APPOINTED ATTY	\$100.00	
	\$677.50	Subtotal for Dept. Municipal Court
	\$677.50	Subtotal for Vendor

RILETT, WENDY

0022247547 DEPOSIT/CREDIT REFUND	\$13.22	
0022247547 DEPOSIT/CREDIT REFUND	\$25.00	
	\$38.22	Subtotal for Dept. Water
	\$38.22	Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00014906061418 ELECTRICITY	\$5,104.31	
	\$5,104.31	Subtotal for Dept. Aquatics
AP00016706061418 ELECTRICITY	\$3,223.61	
	\$3,223.61	Subtotal for Dept. Balefill
AP00015306061418 ELECTRICITY	\$13,242.39	
	\$13,242.39	Subtotal for Dept. Casper Events Center
AP00015006061418 ELECTRICITY	\$223.15	
	\$223.15	Subtotal for Dept. Cemetery
AP00015106061418 ELECTRICITY	\$707.29	
AP00015106061418 ELECTRICITY	\$24.03	
AP00015106061418 ELECTRICITY	\$3,540.92	
AP00015106061418 ELECTRICITY	\$1,009.22	
AP00015106061418 ELECTRICITY	\$24.78	
	\$5,306.24	Subtotal for Dept. City Hall
AP00015506061418 ELECTRICITY	\$2,639.15	
	\$2,639.15	Subtotal for Dept. Fire
AP00015406061418 ELECTRICITY	\$3,114.40	
	\$3,114.40	Subtotal for Dept. Garage
AP00015906061418 ELECTRICITY	\$5,206.85	
	\$5,206.85	Subtotal for Dept. Ice Arena
AP00016006061418 ELECTRICITY	\$982.92	
	\$982.92	Subtotal for Dept. Metro Animal
AP00016106061418 ELECTRICITY	\$7,748.71	
	\$7,748.71	Subtotal for Dept. Parks
AP00016206061418 ELECTRICITY	\$303.14	
	\$303.14	Subtotal for Dept. Police
AP00015206061418 ELECTRICITY	\$3,966.79	
	\$3,966.79	Subtotal for Dept. Recreation
AP00016306061418 ELECTRICITY	\$484.55	

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

	\$484.55	Subtotal for Dept.	Sewer
AP00016406061418 ELECTRICITY	\$54,566.57		
RIN0023869 POPLAR/MIDWEST/KING TRAFF SIG	\$34,650.00		
	\$89,216.57	Subtotal for Dept.	Traffic
AP00016606061418 ELECTRICITY	\$25,190.63		
	\$25,190.63	Subtotal for Dept.	Waste Water
RIN0023757 ELECTRICITY	\$7,010.95		
RIN0023757 ELECTRICITY	\$52,883.31		
	\$59,894.26	Subtotal for Dept.	Water Treatment Plant
	\$225,847.67	Subtotal for Vendor	
ROCKY MTN. TITLE			
I-35804 TITLE PREMIUM-321 MIDWEST AVE	\$878.00		
	\$878.00	Subtotal for Dept.	Planning
	\$878.00	Subtotal for Vendor	
RYAN HIEB			
RIN0023773 REIMBURSE TUITION/BOOKS	\$712.13		
	\$712.13	Subtotal for Dept.	Police
	\$712.13	Subtotal for Vendor	
SAM PARSON'S UPHOLSTERY			
673033 REUPHOLSTER SEAT/ ADD FOAM	\$173.26		
673035 PATCH, BACKREST	\$160.00		
	\$333.26	Subtotal for Dept.	Garage
	\$333.26	Subtotal for Vendor	
SARA NELSON			
RIN0023866 TRAVEL EXPENSES	\$105.67		
	\$105.67	Subtotal for Dept.	Police
	\$105.67	Subtotal for Vendor	
SENIOR PATIENT ADVOCATES			
2014-926 RETIREE CONSULTATION	\$450.00		
	\$450.00	Subtotal for Dept.	Health Insurance
	\$450.00	Subtotal for Vendor	
SHANNON DALEY			
RIN0023899 TRAVEL EXPENSES	\$115.50		
	\$115.50	Subtotal for Dept.	Police
	\$115.50	Subtotal for Vendor	
SHAWNA GRIFFIN			
RIN0023835 RELOCATION EXPENSES	\$3,750.00		
	\$3,750.00	Subtotal for Dept.	Communications Center
RIN0023835 RELOCATION EXPENSES	\$1,250.00		
	\$1,250.00	Subtotal for Dept.	Police
	\$5,000.00	Subtotal for Vendor	
SOLID WASTE PROFESSIONALS OF WY LLC.			
20140401 CONSTRUCTION OVERSIGHT & PROJE	\$21,645.00		
	\$21,645.00	Subtotal for Dept.	Balefill

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

\$21,645.00 Subtotal for Vendor

STAR LINE FEEDS

227671 ANIMAL FOOD

\$493.15

\$493.15 Subtotal for Dept. Metro Animal

\$493.15 Subtotal for Vendor

STATE OF WY - DEPT. OF AGRICULTURE

RIN0023842 FOOD LICENSE

\$50.00

\$50.00 Subtotal for Dept. Ice Arena

\$50.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0023896 SALES TAX

\$1.57

RIN0023896 SALES TAX

\$11.11

RIN0023896 SALES TAX

\$8.43

\$21.11 Subtotal for Dept. Aquatics

RIN0023896 SALES TAX

\$365.31

\$365.31 Subtotal for Dept. Balefill

RIN0023896 SALES TAX

\$67.13

RIN0023896 SALES TAX

\$2,614.90

RIN0023896 SALES TAX

\$57.69

RIN0023896 SALES TAX

\$1,941.19

\$4,680.91 Subtotal for Dept. Casper Events Center

RIN0023896 SALES TAX

\$372.99

\$372.99 Subtotal for Dept. Fort Caspar

RIN0023896 SALES TAX

\$154.34

\$154.34 Subtotal for Dept. Ice Arena

RIN0023896 SALES TAX

\$0.45

\$0.45 Subtotal for Dept. Recreation

\$5,595.11 Subtotal for Vendor

STEVE BULLOCK

1850 CLOTHING ALLOWANCE

\$231.49

1201152609 CLOTHING ALLOWANCE

\$219.91

\$451.40 Subtotal for Dept. Police

\$451.40 Subtotal for Vendor

STEVE FREEL

RIN0023898 TRAVEL EXPENSES

\$47.00

\$47.00 Subtotal for Dept. Police

\$47.00 Subtotal for Vendor

STEVE SCHULZ

5603 CLOTHING ALLOWANCE

\$289.00

\$289.00 Subtotal for Dept. Police

\$289.00 Subtotal for Vendor

STOTZ EQUIPMENT

W03978 TRACTOR 2520/CLAIM#14C-043

\$10,838.84

\$10,838.84 Subtotal for Dept. Property & Liability Insurance

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

\$10,838.84 Subtotal for Vendor

SUMMIT ELECTRIC LLC.

5895 GARBAGE DISPOSAL REPAIRS

\$256.75

\$256.75 Subtotal for Dept. Casper Events Center

\$256.75 Subtotal for Vendor

SUPERIOR STRUCTURES CORP.

44957 CATC IMPROVEMENTS - GRANT

\$4,800.00

44957 CATC IMPROVEMENTS - CITY

\$1,200.00

\$6,000.00 Subtotal for Dept. C.A.T.C.

208 MISSION SERVE PAPERWORK

\$34.00

\$34.00 Subtotal for Dept. CDBG

208 LIFEST. BLDG B FLR & ROOF EST

\$306.00

\$306.00 Subtotal for Dept. Life Steps Campus

\$6,340.00 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

1479272PU RETURN POPCORN BUCKETS

(\$291.54)

1481021PU RETURN CHOC SYRUP, CARAMEL TOP

(\$44.79)

405290444 JALAPENO, POPCORN, CHEESE SAUC

\$5,987.48

405290444 CABBAGE, LETTUCE, LIME, TOMATO

\$346.65

405290445 MAYO, PLASTIC BAGS, WRAP, FOIL

\$550.77

\$6,548.57 Subtotal for Dept. Casper Events Center

\$6,548.57 Subtotal for Vendor

TETRA TECH INC.

50795373 AERBIC SPORES TESTING

\$1,710.45

\$1,710.45 Subtotal for Dept. Water Treatment Plant

\$1,710.45 Subtotal for Vendor

TRIFECTION, LLC

RIN0023858 REFUND LOAN OVERPAYMENT

\$475.00

\$475.00 Subtotal for Dept. Redevelopment Loan Fund

\$475.00 Subtotal for Vendor

TRIHYDRO CORP.

89160 2014 MCKINLEY STREET IMPROVEME

\$6,866.78

\$6,866.78 Subtotal for Dept. Sewer

89160 2014 MCKINLEY STREET IMPROVEME

\$18,017.23

\$18,017.23 Subtotal for Dept. Streets

89160 2014 MCKINLEY STREET IMPROVEME

\$15,588.49

\$15,588.49 Subtotal for Dept. Water

\$40,472.50 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

1957471 DRUG SCREEN/NON-DOT

\$31.00

\$31.00 Subtotal for Dept. Fire

1957471 DRUG SCREEN/NON-DOT

\$31.00

1957470 DRUG SCREENS/DOT

\$130.00

1957468 DRUG SCREENS/NON-DOT

\$1,896.00

1957474 DRUG SCREEN/BREATH

\$56.00

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

1957474 TDAP VACCINE/HEP B VACC

\$2,113.00 Subtotal for Dept. Human Resources
\$120.00
\$120.00 Subtotal for Dept. Sewer
\$2,264.00 Subtotal for Vendor

VAN BOCKEL, DONALD

0022247543 DEPOSIT/CREDIT REFUND

\$33.91
\$33.91 Subtotal for Dept. Water
\$33.91 Subtotal for Vendor

VERIZON WIRELESS

9726135278 WIRELESS SERVICE

\$88.81
\$88.81 Subtotal for Dept. Communications Center

9725339622 IPAD, EKG,JET PACKS-FIRE

\$1,707.02
\$1,707.02 Subtotal for Dept. Fire

9726135278 WIRELESS SERVICE

\$179.44
\$179.44 Subtotal for Dept. Metro Animal

9726135279 WIRELESS SERVICE

\$3,376.88

9726135278 WIRELESS SERVICE

\$135.57

\$3,512.45 Subtotal for Dept. Police

9725339623 WIRELESS SERVICE

\$40.01

\$40.01 Subtotal for Dept. Special Assistance

\$5,527.73 Subtotal for Vendor

VIGNERI, ROBERT

0022247544 DEPOSIT/CREDIT REFUND

\$39.82
\$39.82 Subtotal for Dept. Water
\$39.82 Subtotal for Vendor

VISITS LLC

977 CAR WASHES

\$32.25
\$32.25 Subtotal for Dept. Code Enforcement

974 CAR WASH TOKEN

\$31.50

\$31.50 Subtotal for Dept. Police

\$63.75 Subtotal for Vendor

WARREN, VANESSA

0022247548 DEPOSIT/CREDIT REFUND

\$21.29
\$21.29 Subtotal for Dept. Water
\$21.29 Subtotal for Vendor

WATSON, DEREK

0022247549 DEPOSIT/CREDIT REFUND

\$16.93
\$16.93 Subtotal for Dept. Water
\$16.93 Subtotal for Vendor

WERCS COMMUNICATIONS

FC462 FINE CHGS OD BAL

\$507.70
\$507.70 Subtotal for Dept. Communications Center
\$507.70 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

BC13014-1009 CEC ARENA LIGHTING RETROFIT

\$420.00

\$420.00 Subtotal for Dept. City Manager

BC14006-1002 GOODSTN PRK LIGHTING/IRRIGA

\$285.00

\$285.00 Subtotal for Dept. Parks

\$705.00 Subtotal for Vendor

WESTERN PLAINS LANDSCAPING LLC.

20341 LAKE MACKENSIE DOG PARK - FY12

\$43,506.84

20341 LAKE MACKENSIE DOG PARK -

\$1,063.66

\$44,570.50 Subtotal for Dept. Parks

\$44,570.50 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

130130016 MIDWEST AVENUE RECONSTRUCTION

\$3,934.86

\$3,934.86 Subtotal for Dept. Streets

RIN0023881 AMENDEMENT #1 - TRAFFIC SIGNAL

\$27,643.04

\$27,643.04 Subtotal for Dept. Traffic

\$31,577.90 Subtotal for Vendor

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

57616 BALER LEGAL SERVICES

\$496.00

\$496.00 Subtotal for Dept. Balefill

\$496.00 Subtotal for Vendor

WOLF GANG OF WY

1011 CABLE CHANNEL 3 PRODUCTION SER

\$3,833.33

\$3,833.33 Subtotal for Dept. Council

\$3,833.33 Subtotal for Vendor

WORLDWASH

8906 HOODS, FANS, GREASE REMOVAL

\$575.00

\$575.00 Subtotal for Dept. Hogadon

\$575.00 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER

2014-10710 DESIGN OF FIRST STREET

\$21,241.13

\$21,241.13 Subtotal for Dept. Water

\$21,241.13 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY

RIN0023841 RETAIN PAYMENT GOLF CRS MAINT

(\$26,822.88)

(\$26,822.88) Subtotal for Dept. Capital Projects

RIN0023841 GOLF COURSE MAINTENANCE FACILI

\$268,228.75

\$268,228.75 Subtotal for Dept. Golf Course

\$241,405.87 Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES

13687 TRAVEL & TRAINING

\$280.00

\$280.00 Subtotal for Dept. City Attorney

13680 WAM CONV. REG. KEITH GOODENOUG

\$255.00

\$255.00 Subtotal for Dept. Council

\$535.00 Subtotal for Vendor

Bills and Claims

City of Casper

04-Jun-14 to 17-Jun-14

WY. ASSOC. OF RISK MGMT.
137 LEGAL

\$1,494.00
\$1,494.00 Subtotal for Dept. City Attorney
\$1,494.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000068011 CY AVE & POPLAR ST LANDSCAPING

\$78.10
\$78.10 Subtotal for Dept. Parks

0000068069 CY AVE & POPLAR ST INTERSECTIO

\$132.00
\$132.00 Subtotal for Dept. Sewer

0000066084 SALT CREEK HWY & US 20/26 BYPA

\$15,087.26
\$15,087.26 Subtotal for Dept. Waste Water

0000068069 CY AVE & POPLAR ST INTERSECTIO

\$168.00
\$168.00 Subtotal for Dept. Water
\$15,465.36 Subtotal for Vendor

WYOMING MEDICAL CENTER

1413700011 INV 14-062655

\$1,052.20
\$1,052.20 Subtotal for Dept. Police
\$1,052.20 Subtotal for Vendor

ZACK WINTER

554 CLOTHING ALLOWANCE

\$80.19
\$80.19 Subtotal for Dept. Police
\$80.19 Subtotal for Vendor

Grand Total

\$2,525,286.76

Approved By:

On:

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
06/17/14

Payroll Disbursements

6/5/14	City-Fire Payroll	\$	1,389,521.70
6/5/14	Benefits and Deductions	\$	195,203.65

Total Payroll \$ 1,584,725.35

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

June 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a plat creating the Sheridan Heights Addition No. 3, and a zone change of said Sheridan Heights Addition No. 3 to M-1 (Limited Industrial) district.

Recommendation:

That Council, by minute action, establish July 1, 2014 as the public hearing date for consideration of ordinance approving a vacation and replat of a portion of Lot 9, all of Lots 10 & 11, and a portion of Lot 12, Block 119, and a portion of a vacated alley within Block 119, Sheridan Heights Addition, and platting portions of the SE1/4SW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming to create Sheridan Heights Addition No. 3; and rezoning of the same from M-1 (Limited Industrial) and C-2 (General Business) to entirely M-1 (Limited Industrial).

Summary:

Natrona County, as the property owner, has applied to plat 0.609-acres, to create the Sheridan Heights Addition No. 3. The subject property is currently occupied by a storage/warehouse building, and is zoned both M-1 (Limited Industrial) and C-2 (General Business). The requested plat is replatting existing lots, as well as platting currently unplatted property, and is creating two (2) new lots for the purpose of selling proposed Lot 2 to a business located across the street from the subject property, for use as overflow parking. As a result of the consolidation and reconfiguration of the existing lots by the proposed plat, a zone change is necessary because mixed zoning of single lots is not permissible.

The Planning and Zoning Commission approved the requested plat and zone change at their public hearing on May 27, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against this case.

SHERIDAN HEIGHTS ADDITION NO. 3



June 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a vacation and replat of Lots 10 and 11 and Talon Drive, Mountain Plaza Addition No. 6 to create Wolf Creek Eight, and a zone change of proposed Lots 17 and 18, Wolf Creek Eight, from PUD (Planned Unit Development) and R-4 (High Density Residential) to entirely R-4 (High Density Residential).

Recommendation:

That Council, by minute action, establish July 1, 2014 as the public hearing date for consideration of ordinance approving a vacation and replat of Lots 10 & 11 and Talon Drive, Mountain Plaza Addition No. 6 to create Wolf Creek Eight; and a zone change of proposed Lots 17 and 18, Wolf Creek Eight from PUD (Planned Unit Development) and R-4 (High Density Residential) to entirely R-4 (High Density Residential).

Summary:

Mesa Development, Inc. has applied to replat 19.75-acres, more or less, currently described as Lots 10 & 11 and Talon Drive in Mountain Plaza Addition No. 6, to create the Wolf Creek Eight Addition. The subject property is currently vacant, and is zoned R-4 (High Density Residential), with the exception of a small portion located in the vicinity of proposed Lots 17 and 18, as well as proposed Tract A, being zoned PUD (Planned Unit Development). The proposed replat is creating a 14.9-acre parcel and eighteen (18) residential lots from the remaining acreage, ranging in size from approximately 6,500 square feet to 11,000 square feet.

The applicants have applied for a zone change of proposed Lots 17 and 18 to clarify the zoning because the lots are located in the transition between the existing R-4 (High Density Residential) district and the PUD (Planned Unit Development) district. Mixed zoning on individual lots is not permissible, so the zone change establishes that Lot 17 and 18 will be zoned R-4 (High Density Residential).

The Planning and Zoning Commission approved the requested replat and zone change at their public hearing on May 27, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against this case.

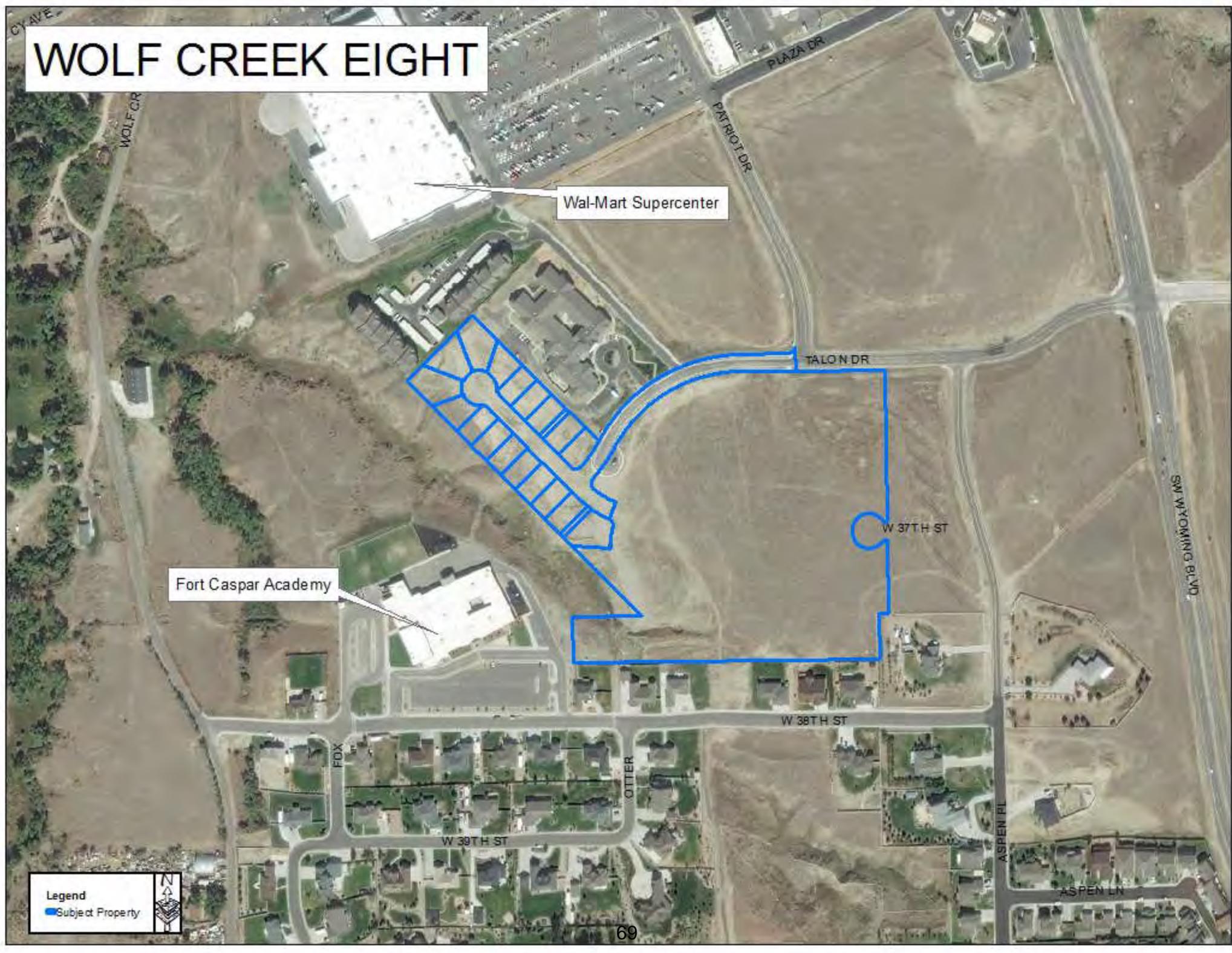
WOLF CREEK EIGHT

Wal-Mart Supercenter

Fort Caspar Academy

Legend

- Subject Property



June 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish July 1, 2014, as the public hearing date for consideration of a vacation and replat of Tract A, Wolf Creek Eight and Lots 2, 3 & 4 and West 37th Street, Mountain Plaza Addition No. 5; and an annexation and plat of a portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6th P.M., Natrona County Wyoming, comprising 1.467-acres, more or less, to create the Wolf Creek Nine Addition; and a rezoning of the proposed Wolf Creek Nine Addition to R-2 (One Unit Residential).

Recommendation:

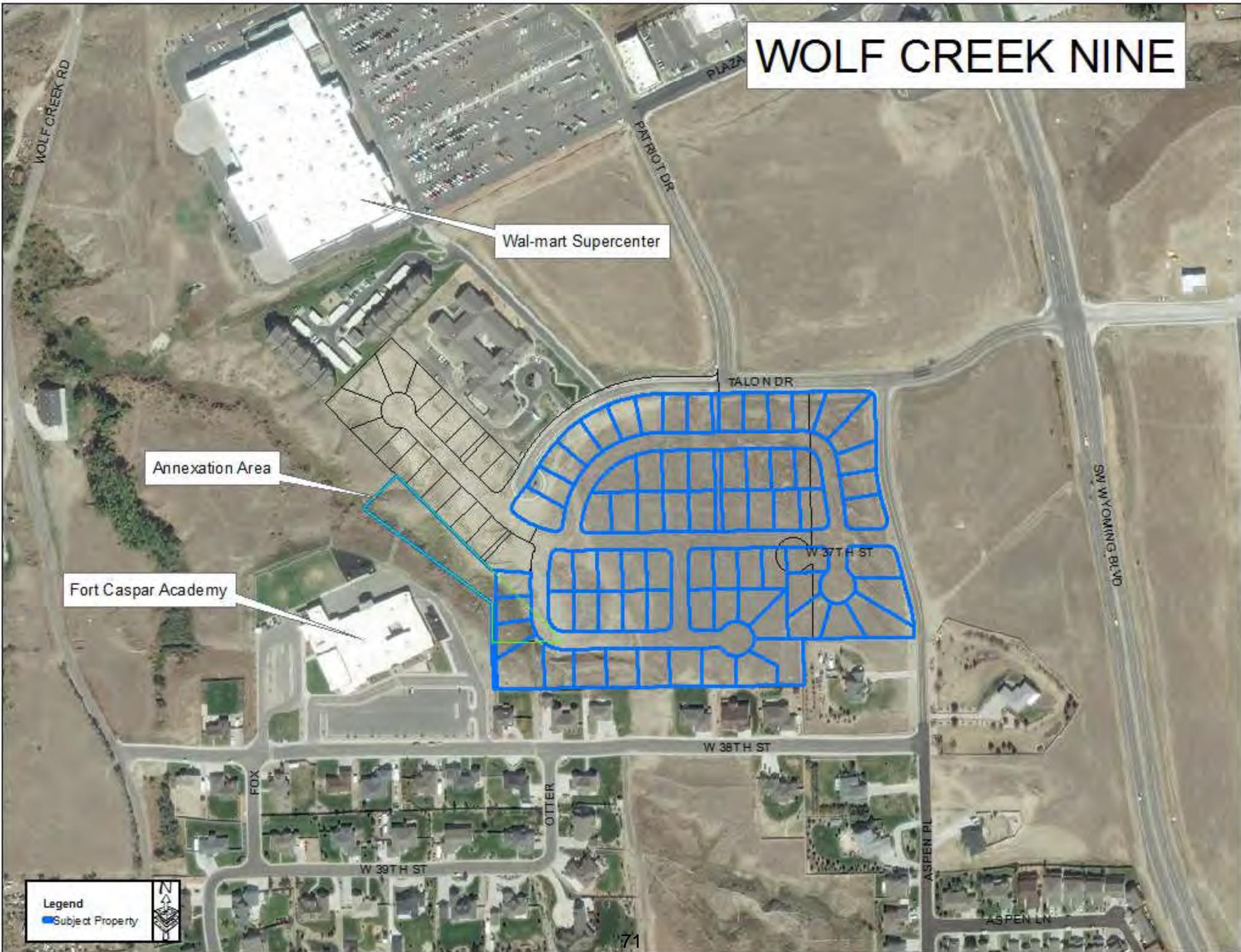
That Council, by minute action, establish July 1, 2014, as the public hearing date for consideration of a vacation and replat of Tract A, Wolf Creek Eight and Lots 2, 3 & 4 and West 37th Street, Mountain Plaza Addition No. 5; and an annexation and plat of a portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6th P.M., Natrona County Wyoming, comprising 1.467-acres, more or less, to create the Wolf Creek Nine Addition; and a rezoning of the proposed Wolf Creek Nine Addition to R-2 (One Unit Residential).

Summary:

Mesa Development, Inc. has applied to annex 1.467 acres, more or less, located west of the current terminus of Talon Drive. The property being annexed is being incorporated into a replat creating the Wolf Creek Nine Addition. The proposed Wolf Creek Nine Addition encompasses 20.18 acres and is creating a total of seventy-two (72) residential lots. The applicant has also requested a zone change of the entire Wolf Creek Nine Addition to R-2 (One Unit Residential).

The Planning and Zoning Commission recommended approval of the annexation, plat and zoning after a public hearing on May 27, 2014. There were no public comments received.

WOLF CREEK NINE



Wal-mart Supercenter

Annexation Area

Fort Caspar Academy

Legend
■ Subject Property

June 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a replat creating the Heritage Hills Addition No. 3.

Recommendation:

That Council, by minute action, establish July 1, 2014 as the public hearing date for consideration of a replat of Tracts A, B, & C, Heritage Hills Addition No. 2 to create Heritage Hills Addition No. 3.

Summary:

Gaddis Custom Building, LLC has applied to replat 13.98-acres, described as Tracts A, B, & C, Heritage Hills Addition No. 2, to create the Heritage Hills Addition No. 3. The property is currently undeveloped, and is zoned R-2 (One Unit Residential). Land uses in the immediate area are all single-family residential. The proposed plat is creating twenty-six (26) residential lots, and a single 6.89-acre tract. The proposed lots range in size from 5,900 square feet up to 14,000 square feet.

The Planning and Zoning Commission approved the plat at their public hearing on May 27, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against the plat.

HERITAGE HILLS ADDITION NO. 3



Heritage Hills Addition No. 2

Legend
■ Subject Property



June 9, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Joshua Bake, Urban Renewal Manager

SUBJECT: Establishment of Public Hearing Date for consideration of an amendment to the Casper Municipal Code pertaining to the parking regulations in the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code.

Recommendation:

That Council, by minute action, establish July 1, 2014, as the public hearing date, for consideration of an amendment to the Casper Municipal Code pertaining to the parking regulations in the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code.

Summary:

The Old Yellowstone District and South Poplar Street Corridor Form-Based Code provides the regulatory framework for the redevelopment of a large portion of Casper's urban core, located generally between the "downtown" on the east, and the Platte River Commons on the west. The Form Based Code was the first of its kind for Wyoming, and when it was written it was understood that flexibility would be required, and periodic changes would be necessary, because markets change, and regulatory concepts must evolve. The Community Development Department has been approached by the Old Yellowstone District Advisory Committee requesting that the portion of the Form Based Code dealing with off-street parking requirements be revisited.

The downtown/urban core of most towns and cities consists of a much different development pattern than outlying areas. The downtown is, with few exceptions, the oldest portion of the town/city and was usually designed and constructed prior to modern development considerations favoring automobiles. Downtowns were traditionally constructed at a higher density than the newer, outlying portions of the community, and also consist of a much wider variety of uses, all located in a relatively compact area. As is the case in Casper, downtowns are almost always considered by the community to be a special place, with a unique sense of character. As such, downtown development regulations often must deviate significantly from the development regulations governing the other areas of a town/city to maintain the character of the area, and to

ensure that new development is consistent with the old. In Casper, parking regulations are one example.

When a new development is proposed in most areas of Casper it is required to construct and maintain a minimum number of off-street parking spaces. Even prior to 2007, the Municipal Code only required that the area downtown provide off-street parking for new developments at a rate of fifty percent (50%) of what was required in the rest of Casper. However, in 2007 the City Council decided that the downtown parking requirements were still too onerous, and voted to eliminate all minimum off-street parking requirements in the C-3 (Central Business) zoning district, with the exception of residential uses and schools. Many towns and cities across the country have, likewise, eliminated their parking mandates in their downtowns as a way to reinforce the historic building pattern. It has been found that off-street parking mandates have the negative effect of stifling growth and investment in a downtown because of the scarcity of property available to devote to off-street parking. Unfortunately, when redevelopment in a downtown is proposed, historic structures are too often torn down in order to meet the City's parking mandates. In addition to the loss of historic structures, the downtown also loses its dense, pedestrian-friendly character, resulting in a "gap tooth" development pattern over time, with individual structures being separated by parking lots and driveways (gaps) rather than the historic pattern of a continuous row of retail businesses.

When the Old Yellowstone District Form Based Code was developed in 2008 and amended in 2009, it required that all new development provide a minimum number of off-street parking spaces, but also put a limit on the maximum number of spaces that could be constructed. The maximum parking restrictions were in recognition that having too much parking reduces building densities. Although the minimum/maximum parking requirements in the Old Yellowstone District were an attempted improvement of the City's standard parking requirements at the time, it has since been found to be too restrictive, and an impediment to the redevelopment and growth of the area. The Old Yellowstone District Advisory Committee has approached the City and requested that the OYD parking requirements be changed to mirror the City's current C-3 (Central Business) downtown parking requirements. If the Old Yellowstone District parking regulations were changed, it would mean the elimination of all mandated off-street parking requirements, with the exception of residential uses and schools. The proposed code amendment would encourage the movement to a market-based parking approach, whereby property owners would be free to tailor parking to the unique needs of each project. Successful developers understand that the market demands parking, and will ensure that it is provided, either on site, or off. In a downtown, dispersed, shared parking lots scattered throughout the area, is a preferable development pattern as compared to each building being required to provide its own parking lot. If the Old Yellowstone District is to be redeveloped as a continuation and extension of the historic downtown, then logically, it should be developed with similar flexibility in meeting parking needs.

The City's current C-3 (Central Business) parking regulations are shown below for the Council's reference. The provision of a minimum number of off-street parking spaces is not required in the downtown, except as noted for residential and school uses. For the purpose of determining the number of parking spaces required, a "dwelling unit" is defined as a complete, independent living, sleeping, eating, cooking, and sanitation facility for one family.

Building Use	Parking Requirements
Residential	1 parking space per dwelling unit.
Residential, condominium	0.56 parking space per dwelling unit.
Residential, high rise apartments	0.44 parking space per dwelling unit.
Residential, low/mid-rise apartments	0.61 parking space per dwelling unit.
Senior Citizen housing	0.16 parking space per dwelling unit.
Schools, senior high	0.25 parking space per student.
Schools, elementary and middle schools	0.19 parking space per the sum of the number of students plus the number of staff. On-street parking abutting the school grounds and any adjacent park land may be used to meet the off street parking required for the school.

The City's current OYDSPC Form Based Code parking regulations are shown below for the Council's reference. As stated above, staff recommends that the parking regulations below be eliminated, and the C-3 (Central Business) parking regulations (listed above) be adopted in the Old Yellowstone District.

Building Use	Parking Requirements
Bank	Minimum 0.60 spaces per 1,000 square feet.
Commercial Uses, Including Personal Services	Minimum 2.0 – maximum 3.0 parking spaces per 1,000 square feet of gross square feet leasable area. If under 1,000 square feet, a minimum of stalls shall be required.
Gas Station/Convenience	Minimum 1.0 space per 500 feet of gross floor area.
Hotel	Minimum 1.0 parking space per sleeping room, plus 1 space per employee on the smallest shift.
Office	Minimum 2.0 – maximum 2.9 spaces per 1,000 gross square feet building area.

Residential Stacked Flats, Courtyard, Mansion Apartment	Minimum 1.0 – maximum 2.0 parking spaces per dwelling unit.
Residential Tower	Minimum 0.80 – maximum 1.5 parking spaces per dwelling unit with .50 covered.
Residential - Rowhouse	Minimum 1.0 – maximum 2.0 spaces per dwelling unit with 1 covered.
Residential – 2 Flat Tandem	Minimum – maximum 4.0 parking spaces per dwelling unit.
Residential – Village Home	Minimum 1.0 – maximum 3.0 spaces per dwelling unit with 1 covered.
Residential – Senior/Active Adult	Minimum 0.5 – maximum 1.0 space per two sleeping rooms.
Restaurant/Nightclub	Minimum 7.0 – maximum 8.5 parking spaces per 1,000 gross square feet leasable area.

The Planning and Zoning Commission recommended approval of the aforementioned Code changes after a public hearing on May 27, 2014. There were no public comments.

June 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish August 19, 2014, as Public Hearing Date for the consideration of annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of 1.467-acres, more or less, being incorporated into Wolf Creek Nine Addition, complies with W.S. §15-1-402.

Recommendation:

That Council, by minute action, establish August 19, 2014, as the date of the public hearing to determine if the annexation of 1.467-acres, more or less, located in a portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6th P.M., Natrona County Wyoming, being incorporated into Wolf Creek Nine Addition, complies with W.S. §15-1-402.

Summary:

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

An application has been received to annex 1.467-acres, more or less, located west of the current terminus of Talon Drive. The property being annexed is being incorporated into a plat creating the Wolf Creek Nine Addition. The proposed Wolf Creek Nine Addition encompasses 20.18 acres and is creating a total of seventy-two (72) residential lots. The proposed Wolf Creek Nine Addition currently consists of properties zoned Natrona County Zoning Classification C (Commercial) and City Zoning Classifications (PUD) Planned Unit Development, OB (Office Business), and C-2 (General Business). A zone change of the entire Wolf Creek Nine Addition to R-2 (One Unit Residential) has been requested by the applicant.

The Planning and Zoning Commission recommended approval of the annexation, plat, and zoning after a public hearing on May 27, 2014. There were no public comments received.

WOLF CREEK NINE



Wal-mart Supercenter

Annexation Area

Fort Caspar Academy

Legend
■ Subject Property

May 15, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director 
SUBJECT: FY 2014 Budget Adjustment – Number 2

Recommendation:

That Council, by resolution, authorize adjustments of the Fiscal Year 2014 Budget.

Summary:

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

Typically, twice each fiscal year department heads evaluate the budget for which they are responsible to determine if it is necessary to present budget adjustment requests to the City Council. A mid-year evaluation is done focusing on capital adjustments and significant operating cost issues. Near year-end an evaluation is done focusing on operating adjustments along with any capital adjustments that may need budget adjustments. The year-end adjustments are typically needed for unplanned overages of operating budgets caused by unforeseen events, conditions or budget errors.

It is recommended that the City Council authorize a second set of budget adjustments for FY 2014 in the amount of \$5,938,632. Funding for the total adjustments consist of \$1,268,611 of unanticipated revenues \$4,670,021 of reserves.

Explanations for the requested adjustments submitted by department heads are:

General Fund – Increase the budget \$912,390 for the following adjustments:

- Increase the Fire Department cost center \$166,940.

A budget adjustment is requested for unanticipated leave buyout for retirees (\$22,740), unanticipated cost of deferred compensation for new program (\$22,000), unanticipated higher cost of utilities and fuel usages (\$31,200), overtime due to increase of call-backs for personnel not being able to return to full duties (\$59,000), additional holiday pay (\$11,000), unanticipated cost for air cards (jet packs) to free up 900 mhz radio for street department (\$10,000), unanticipated costs for restoration of Antique Fire truck (\$11,000).

This adjustment is proposed to be funded from General Fund reserves.

- Increase the Traffic cost center budget \$90,000.

The Traffic cost center pays for all of the city's street lighting and traffic signal lighting. \$565,400 was budgeted for FY 2014, which presumes a consumption rate of \$47,116 per month, but the average electrical bill for the first ten months of FY 2014 has been \$54,365. If the current consumption rate continues, then the total electrical bill for the year will reach \$652,384, which exceeds the budgeted amount by \$86,984. Since bills for the last two months of the year might exceed the average, a budget amendment of \$90,000 is requested.

This adjustment is proposed to be funded from General Fund reserves.

- Increase Transfers Out budget \$655,450 for deficits in revenues and overages in expenses for Hogadon (\$81,000) and the Casper Events Center (\$105,300), and the Property and Liability Fund to cover cleanup costs of the October 2013 snow storm (\$469,150). All, or a large portion, of the October 2013 snow storm cleanup costs are anticipated to be recovered from insurance, with payment expected in the fall.

This adjustment is proposed to be funded from General Fund reserves, with anticipation of replenishing reserves in FY 2015 from insurance claim proceeds.

Capital Projects Fund – Increase the budget \$1,537,400 for the following adjustments:

- Add new project line for Country Club Road Improvements (\$1,300,000).

This adjustment is proposed to be funded from Capital Fund Reserves (\$1,025,000) and Unanticipated Revenue (\$275,000, a donation.)

- Engineering contract for ice at CEC (\$237,400).

These adjustments are proposed to be funded from Capital Projects Fund Reserves.

Capital Equipment Fund – Increase the budget \$283,350 for funding of the Live Wall in the new Police Department Operations Center.

This adjustment is proposed to be funded from Capital Equipment Fund Reserves.

Special Fire Assistance Grants Fund – Increase the budget \$176,161 for Homeland Security grant awarded in September 2013 (\$100,000) used for Hazmat training, equipment and supplies and for a Homeland Security grant for Hazmat training, equipment and supplies (\$76,161).

This adjustment is proposed to be funded from unanticipated revenue from grants (\$100,000) and current revenues (\$76,161).

Water Treatment Plant Fund - Increase the budget \$150,000 for Surface Water Treatment Plant Operations started in early April because of well field rehabilitation work; Water Treatment Plant historically has not started operations until mid to late May.

This adjustment is proposed to be funded from unanticipated revenues from Regional Water System Reimbursements.

Water Fund – Increase the budget \$1,050,000 for Additional Water Main Replacements associated with Street Improvement Projects – Blackmore Rd. and Country Club Rd. which were not budgeted for FY14; Overage for WYDOT Robertson Rd. Project.

This adjustment is proposed to be funded from Water Fund reserves.

Sewer Fund – Increase the budget \$200,000 for unanticipated Manhole and Main Rehabilitation Needs associated with Street Improvement Projects

This adjustment is proposed to be funded from Sewer Fund reserves.

Wastewater Treatment Plant Fund – Increase the budget \$183,159 for 50% of the total cost to purchase the biosolids compost turner.

This adjustment is proposed to be funded from unanticipated revenue from a State Land and Investment Board loan.

Refuse Collection Fund – Increase the budget \$54,000 for gasoline for the trucks projected to cost more than what was budgeted.

This adjustment is proposed to be funded from Refuse Fund reserves.

Balefill Fund – Increase the budget \$633,622 for the following adjustments

Because the balers are not operating it is a good time to address the conveyor rebuild needs, requiring a budget amendment (\$405,463). A contract was awarded by City Council on April 15, 2014 to Altitude Recycling, the Rocky Mountain regional Mayfran International distributor.

The equipment rental account will not have enough funds to cover rental equipment needed for the conveyor rebuild; requiring a budget amendment (\$25,000).

Legal Services for managing an agreement with the baler manufacturer and design builder is required needing a budget amendment (\$20,000).

50% of the total cost to purchase the biosolids compost turner (\$183,159)

These adjustments are proposed to be funded from Balefill Fund reserves.

Casper Events Center Fund – Increase the budget \$105,300 to cover \$47,900 deficit in revenues, and \$57,400 in operations consisting of production service costs (\$29,000), Natural Gas (\$14,200), and Electricity (\$14,200).

This adjustment is proposed to be funded from unanticipated revenue from a General Fund transfer.

Aquatics Fund – Increase the budget \$7,500 to cover unanticipated natural gas expenses. The overage will be covered by unanticipated of revenue due from user fees.

Hogadon Fund - Increase the budget \$81,000 to cover \$59,098 deficit in revenues, and \$21,902 in operations consisting of electricity costs (\$9,902), Snow Groomers wages (\$7,000), and safety equipment/supplies (\$5,000).

This adjustment is proposed to be funded from unanticipated revenue from a General Fund transfer.

Ice Arena Fund - Increase the budget \$4,500 to cover unanticipated referee expense. This overage will be covered by surplus of revenue due to increased participation this year (13%). Increase was mainly due to increased hours through the Spring & Summer.

This adjustment is proposed to be funded from unanticipated revenue from user fees.

Information Technology Fund – Adjust the budget \$23,000 for the expenditure of reserves due to a reduction in the amount of funding from MPO to support the Geographical Information Services will require the drawdown of reserves from this fund.

Property and Liability Insurance Fund – Increase the budget \$469,150 for the cost incurred from a snow storm that occurred on Oct. 4, 2013 which created severe damage to trees and fallen debris around the City. Due to this event, personnel worked consistently and with concentrated effort for over a month to clean up tree limbs, branches and debris to ensure the safety of our community. The overtime costs of personnel due to this event totaled \$164,520. Due to this event, the expenses incurred for leased and purchased equipment, repairs to equipment and vehicles, and other related costs totaled \$304,630.

Metro Animal Control Fund – Increase the budget \$68,100 for Metro Animal Control Building Improvements for the construction of a Cat Room with funding for the project to be encumbered early in June 2014 and the project to be started in mid-June 2014.

This adjustment is proposed to be funded from Metro Animal Control Fund reserves.

A resolution is attached for Council's consideration.

RESOLUTION NO. 14-145

A RESOLUTION AMENDING THE FY 2014 BUDGET OF THE CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF FUNDS THEREUNDER

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

SECTION 1.

Pursuant to Notice publish and hearing conducted as provided by Law, the Council of the City of Casper, Natrona County, Wyoming, hereby amends the budget of the City of Casper for Fiscal Year 2013-2014 by adjusting the following funds for additional funding sources and increased appropriations:

Additional Funding Sources:

Unanticipated Revenues		
Capital Projects Fund	\$	275,000
Fire Special Assistance Fund		176,161
Water Treatment Plant Fund		150,000
Casper Events Center Fund		105,300
Aquatics Fund		7,500
Hogadon Fund		81,000
Ice Arena Fund		4,500
Property and Liability Fund		469,150
Reserves		
General Fund	\$	912,390
Capital Projects Fund		1,262,400
Capital Equipment Fund		283,350
Water Fund		1,050,000
Wastewater Treatment Plant Fund		183,159
Sewer Fund		200,000
Refuse Collection Fund		54,000
Balefill Fund		633,622
Information Technology Fund		23,000
Metro Animal Control Fund		<u>68,100</u>
Total	\$	5,938,632

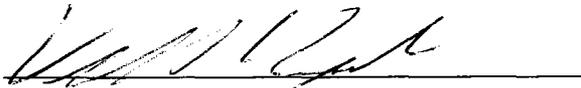
Increased Appropriations	
General Fund	\$ 912,390
Capital Projects Fund	1,537,400
Capital Equipment Fund	283,350
Fire Special Assistance Fund	176,161
Water Treatment Plant Fund	150,000
Water Fund	1,050,000
Wastewater Treatment Plant Fund	183,159
Sewer Fund	200,000
Refuse Collection Fund	54,000
Balefill Fund	633,622
Casper Events Center Fund	105,300
Aquatics Fund	7,500
Hogadon Fund	81,000
Ice Arena Fund	4,500
Property and Liability Fund	469,150
Information Technology Fund	23,000
Metro Animal Control Fund	<u>68,100</u>
Total	\$ 5,938,632

SECTION 2.

Should any of the funds hereby adjusted under this amended budget not be completely expended or encumbered shall revert to the year end fund balance.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 30, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: FY 2015 Budget Adoption By Resolution

Recommendation:

That Council, by resolution, adopt the budget for the Fiscal Year 2015, at the Public Hearing on June 17, 2014.

Summary:

Incorporated First Class cities and towns operating under the City Manager form of government in Wyoming must comply with the provisions of the Wyoming Uniform Municipal Fiscal Procedures Act (W.S. §16-4-101 through §16-4-124). The Act stipulates that a public hearing shall be held to consider the budget not earlier than the second Tuesday in June and not later than the third Tuesday in June.

The Fiscal Year 2015 total revenues are \$169,488,379, inclusive of internal transactions between City funds, with an additional \$17,700,321 of reserves used primarily for completing capital projects from previous years. Including the changes from the City Council budget reviews described below, the expenditure budget totals \$187,188,700, inclusive of internal transactions between City funds.

Highlights of the FY 2015 Budget proposed for adoption are:

The total Budget proposed for adoption for all funds is \$10.7 million, or 5%, less than the FY 2014 Estimated Budget.

The proposed total Capital budget is \$51,357,383, a decrease of \$3.19 million, or 6%, from FY 2014 Estimate.

The proposed total Personnel proposed budget is \$48,878,474, an increase of \$1.39 million, or 3%, from FY 2014 Estimate. This is reflective of a hiring freeze implemented in FY 2014 in response to lower than anticipated Sales Tax revenues experienced, normal step increases scheduled for existing staff, increased pension contribution rate, and includes \$633,793 for the cost of a \$1,000 one-time bonus to all full-time employees in lieu of a Cost Of Living Increase (COLA).

Total full-time staffing for FY 2015 includes the addition of one Processing Equipment Operator position in Balefill and the decrease of 8 positions, through attrition. The FY 15 Budget includes 547 positions total. The eliminated positions are:

General Fund

Infrastructure Inspector (1)

Secretary II (1)

Equipment Operator I (1)

Equipment Operator I (2)

Buildings and Structures Fund

Senior Custodial Maintenance Worker (1)

Information Technology Fund

IT Technician II (1)

Public Safety Communications Center Fund

Police Support and Services Manager (1)

General Fund

Total proposed General Fund revenue, as compared to FY 2014 estimated, is projected to increase a modest \$1,080,312, or 2%, to 51,528,600, inclusive of transactions between City funds, reflecting modest revenue growth in various areas, particularly in Sales Tax revenue, as compared to the growth in recent years.

Total proposed General Fund expenditures are \$51,913,600, a reduction of \$311,160, or .6% from FY 2014 Estimate Budget.

76%, or \$2,985,000, of the total State allocated mineral tax Above-the-Cap funding of \$3,913,239 is proposed for one-time capital expenditures.

During the budget review by Council, the following items were added to the proposed budget:

One-Time Spending

In the General Fund, the City Council added \$385,000 to fund Council Goals in the City Council cost center.

A resolution has been prepared for Council's consideration.

RESOLUTION NO. 14-146

A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2014 TO JUNE 30, 2015 AND AUTHORIZING THE LEVYING OF 8 MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR.

WHEREAS, on the 6th day of May 2014, John C. Patterson, City Manager, the budget making authority, prepared and submitted to the Council, a City of Casper Summary Proposed Budget for the 2014-2015 Fiscal Year ending June 30, 2015; and,

WHEREAS, the Casper City Council reviewed the FY 2015 Requested Budget at its May 19, 2014 FY 2015 Budget Review Work Session; and,

WHEREAS, from its review of the FY 2015 Requested Budget the City Council made the following changes:

1. Added \$385,000 Council Goals Funding to the City Council Cost Center

WHEREAS, such budget was duly entered at large upon the records of this Council and a copy thereof was made available for public inspection at the Office of the City Clerk; and,

WHEREAS, Notice of Public Hearing on such budget, together with the summary of said budget, was published in the Casper Star-Tribune, a legal newspaper published and of general circulation in the County of Natrona on the 9th and 16th days of June 2014; and,

WHEREAS, following such Public Hearing, certain alterations and revisions were made in such budget, and such budget is now in the form to be adopted; and,

WHEREAS, Wyoming Statutes provides for the City of Casper to levy and assess upon taxable value of property within the limits of the City of Casper up to 8 mills, inclusive of 1/8 mill dedicated to the Casper Municipal Band; and,

WHEREAS, the City of Casper has historically levied the full 8 mills and desires to continue levying and assessing the same upon taxable value of property within the limits of the City of Casper as done so by the Natrona County Assessor with the proceeds remitted to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the official City Budget for the Fiscal Year ending June 30, 2015 is hereby adopted, as follows:

DETAILS OF GENERAL FUND

City Council	\$ 805,826
City Manager	899,735
City Attorney	865,989
Municipal Court	855,359
Finance	2,859,076
Health, Social & Community Services	1,329,103
Human Resources	516,172
Planning	630,099
Code Enforcement	1,248,043
Police	12,488,580
Fire	8,849,478
Engineering	1,231,435
Streets	4,171,965
Traffic	1,285,343
Cemetery	430,940
Fort Caspar Museum	473,052
Parks	2,788,689
Transfers Out	<u>10,184,716</u>
Total General Fund	\$ 51,913,600

OTHER FUNDS

Capital Funds	
Capital Projects	24,923,374
Capital Equipment	2,093,107
Optional One Cent #13 Sales Tax	535,868
Optional One Cent #14 Sales Tax	14,864,035
Enterprise Funds	
Water	20,192,303
Water Treatment Plant	2,703,018
Sewer	5,785,641
Wastewater Treatment Plant	7,241,577
Refuse Collection	8,810,823
Balefill	11,151,075
Casper Events Center	2,918,309
Golf Course	966,589
Casper Recreation Center	1,163,407
Aquatics	1,026,706
Ice Arena	533,844
Hogadon Ski Area	849,308
Parking Lots	14,300

Special Revenue Funds	
Weed & Pest Control	503,568
Transit Services	1,986,936
Community Development Block Grant	284,427
Police Grants	170,429
Fire Grants	180,000
Redevelopment Loan	74,500
Revolving Land	1,608,130
Metropolitan Planning Office	761,518
Special Reserves	25,000
Debt Service Funds	
Special Assessments	1,375
Internal Service Funds	
Central Garage	2,846,482
Information Technology	1,357,192
Buildings & Structures	1,096,468
City Campus	349,769
Property & Liability Insurance	2,797,926
Trust & Agency Funds	
Perpetual Care Fund	3,084,709
Metro Animal Control	1,068,269
Public Safety Communications Center	2,312,705
Health Insurance	<u>8,992,413</u>
Total	\$ 187,188,700
Less Intergovernmental Transactions	
Transfers Out	27,515,858
Internal Service Charges	7,174,529
Administration Fees	<u>1,103,246</u>
Total	35,793,633
Total Requirements	\$ 151,395,067

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That this resolution be delivered to the Natrona County Assessor to levy and assess 8 mills upon taxable value of property within the limits of the City of Casper for FY 2015.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Mayor
Mayor

ORDINANCE NO. 12-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.28 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE ~~2011~~ 2014 EDITION OF THE NATIONAL ELECTRICAL CODE.

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

SECTION 1:

The following sections of Chapter 15.28 of the Casper Municipal Code are hereby amended to read as follows:

The reference to the year ~~2011~~ in Sections 15.28.010, 15.28.040, 15.28.170, 15.28.300, 15.28.370(A) and 15.28.440 are deleted and shall read “~~2011~~” “2014”.

SECTION 2:

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

SECTION 3:

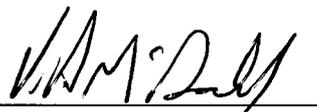
This ordinance shall be in full force and effect, from and after passage on three readings and publication.

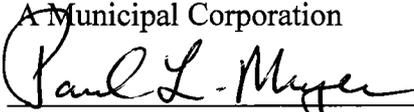
PASSED on 1st. reading the ~~20~~¹⁶ day of May, 2014
PASSED on 2nd. reading the 3rd day of June, 2014

PASSED, APPROVED, AND ADOPTED on the 3rd. and final reading the ____ day of _____, 2014.

APPROVED AS TO FORM:




V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

ORDINANCE NO. 13-14

AN ORDINANCE APPROVING A ZONE CHANGE OF LOT 5, THE HEIGHTS ADDITION NO. 2, AND A 64.36-ACRE PORTION OF SE1/4SW1/4, SECTION 8, T33N, R78W, 6TH P.M., NATRONA COUNTY WYOMING, FROM PUD (PLANNED UNIT DEVELOPMENT) TO AG (URBAN AGRICULTURE) TO REMOVE SAID PROPERTY FROM THE MCMURRY BUSINESS PARK PUD (PLANNED UNIT DEVELOPMENT).

WHEREAS, an application has been made to rezone Lot 5, The Heights Addition No. 2, and approximately 64.36 -acres of unplatted property located generally south of East Second Street and East of Venture Way, from PUD (Planned Unit Development) to AG (Urban Agriculture). Said unplatted property is described by metes and bounds as follows:

A parcel of land situate within the SE¹/₄ and the SE¹/₄SW¹/₄ of Section 8, and the SW¹/₄SW¹/₄ of Section 9, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

Commencing at the southeast corner of said Section 8 monumented by an iron pipe and being the Point of Beginning;

Thence S89°41'30"W, along the south line of said Section 8, a distance of 1705.60 feet to a point;

Thence N37°49'15"W, a distance of 764.00 feet to a point;

Thence S50°18'39"W, a distance of 955.15 feet to a point, located on the south line of said Section 8;

Thence S89°41'30"W, along the south line of said Section 8, a distance of 90.64 feet to the southwest corner of the parcel, also being the southeast corner of The Heights Addition No. 2, to the City of Casper;

Thence N15°30'05"E, along the west line of the parcel and the east line of The Heights Addition No. 2, a distance of 488.16 feet to a point;

Thence S73°20'20"E, a distance of 123.57 feet to a point;

Thence N67°19'26"E, a distance of 821.70 feet to a point;

Thence N18°02'11"E, a distance of 227.38 feet to a point;

Thence S86°07'38"E, a distance of 435.00 feet to a point;

Thence N87°22'25"E, a distance of 247.05 feet to a point;

Thence N12°14'06"E, a distance of 277.33 feet to a point;

Thence N63°15'45"E, a distance of 124.06 feet to a point located on the south line of East Second Street;

Thence in a northeasterly direction along the south line of East Second Street and a curve to the left having a radius of 5805.00 feet, through a central angle of 6°33'17", a distance of 664.09 feet, with a chord bearing of N86°48'56"E, a distance of 663.73 feet to the northwest corner of a 23.02 acre parcel;

Thence S06°27'42"E, along the east line of the parcel and the west line of the 23.02 acre parcel, a distance of 896.85 feet to the southwest corner of said 23.02 acre parcel;

Thence N78°52'05"E, along the south line of the 23.02 acre parcel, a distance of 1192.67 feet to the southeast corner of said 23.02 acre parcel, located on the west line of Hat Six Road;

Thence S13°44'26"E, along the east line of the parcel and the west line of said Hat Six Road, a distance of 710.43 feet to the southeast corner of the parcel, located on the south line of said Section 9;

Thence S89°41'30"W, along the south line of said Section 9, a distance of 1042.40 feet to the Point of Beginning.

The above described parcel contains 64.36-acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on March 25, 2014, a motion recommending that the City Council approve the requested zone change; and,

WHEREAS, the governing body of the City of Casper finds that the rezone of the property described above from PUD (Planned Unit Development) to AG (Urban Agriculture) should be approved.

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

SECTION 1:

Lot 5, The Heights Addition No. 2 and the 64.36-acre property, described by metes and bounds above, are hereby rezoned from zoning classification PUD (Planned Unit Development) to AG (Urban Agriculture).

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 20th day of May, 2014.

PASSED on 2nd reading the 3rd day of June, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2014.

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

V.H. McDonald

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer
Mayor

May 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, City Engineer
Rick Harrah, Public Services Director
Michael Szewczyk, Information Technology Manager
Denyse Wyskup, Regional GIS Administrator

SUBJECT: Digital plat data submission standards

Recommendation:

That Council, by ordinance, approve amending certain sections of Title 16 of the Casper Municipal Code pertaining to digital plat data submission standards.

Summary:

The organization of the Natrona Regional Geospatial Cooperative (NRGC) has made more data available, enabling citizens and employees of the participating agencies to make better decisions concerning development in the region. In an effort to standardize data submissions among the participating entities improved, standards are necessary.

The changes to Title 16 of the municipal code will ensure that more specific requirements are met when submitting a subdivision plat, annexation maps or replat. These standards will help to facilitate the development of more efficient and accurate digital records. New standards will improve the efficiency in data collection and reduce duplication among different entities. Workflows are now evolving to streamline the review and approval process of subdivisions by transferring digital information between the involved parties.

ORDINANCE NO. 14-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF
TITLE 16 OF THE CASPER MUNICIPAL CODE PERTAINING
TO DIGITAL PLAT DATA SUBMISSION STANDARDS.

WHEREAS, the City of Casper has identified a need to revise certain sections of the Casper Municipal Code pertaining to digital plat submissions; and,

WHEREAS, the City of Casper proposes to utilize the increase of digital mapping in both public and private organizations to facilitate the development of more efficient and accurate digital records; and,

WHEREAS, said digital plat submissions will improve the efficiency in data collection and reduce duplication among different entities; and,

WHEREAS, said digital plat submissions are consistent with digital standards being proposed for the submission of construction documents; therefore, assisting in providing consistent digital application standards within the City of Casper.

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

SECTION 1:

That Section 16.24.010 of the Casper Municipal Code, pertaining to final plats, is amended as follows:

- R. A digital copy of the subdivision plat, annexation map, or replat shall be submitted as part of the final plat requirement and shall be in ~~an AUTOCAD, ARC/INFO or ARCVIEW~~ A GEOGRAPHIC INFORMATION SYSTEM (GIS) OR COMPUTER AIDED DESIGN (CAD) format ~~that has been adopted by the city council, by resolution.~~
 - 1. File names shall be ~~a maximum of eight characters with the appropriate file type designator (DXF or E00) as the suffix characters. Files may be compressed into a zip file format~~ NAMED ACCORDING TO THE PLAT NAME WITH THE APPLICABLE EXTENSION.
 - a. ALL CAD FILES SHALL BE SUBMITTED IN .DWG FORMAT UTILIZING THE CAD TEMPLATE PROVIDED BY THE CITY OF CASPER. APPLICANTS MAY OBTAIN A COPY OF THE

CAD TEMPLATE FROM THE CITY PLANNING OFFICE OR VIA THE CITY OF CASPER WEBSITE.

- b. ALL GIS FILES SHALL BE SUBMITTED IN .SHP OR .GDB FORMAT, COMPATIBLE WITH THE CITY OF CASPER'S CURRENT GIS SOFTWARE, AND UTILIZING THE GIS TEMPLATE PROVIDED BY THE CITY OF CASPER. APPLICANTS MAY OBTAIN A COPY OF THE CITY OF CASPER GIS TEMPLATE FROM THE CITY PLANNING OFFICE OR VIA THE CITY OF CASPER WEBSITE.
2. ~~Each digital submission shall have a clearly defined layering convention in which all entities or drawing components of like type are grouped into distinct layers. At a minimum, the components that must be grouped into distinct layers are the subdivision boundary, street centerlines, street right-of-way, lot lines, easements, street names, lot dimensions, lot numbers and block numbers. Included with each DXF file shall be a list in an ASCII text file that contains the layer names used in the submitted file. Each layer name shall be followed with a description of the type of entity found on each layer~~ DIGITAL SUBMISSION SHALL BE INCLUDED WITH THE ORIGINAL APPLICATION, IN ADDITION TO, ANY SUBSEQUENT SUBMISSIONS REQUIRING MODIFICATION OF THE ORIGINAL DATA. ORIGINAL DATA SUBMISSION, MODIFICATIONS THEREOF, AND FINAL FORM APPROVAL OF THE PLAT, MUST INCLUDE THE FOLLOWING:
- a. ALL FEATURES IN LAYERING TEMPLATE, INCLUDING BUT NOT LIMITED TO: SUBDIVISION BOUNDARY LINES, LOT LINES, EASEMENT LINES, STREET RIGHTS-OF-WAY, THE POINT-OF-BEGINNING AND AT LEAST ONE OTHER CONTROL POINT, STREET CENTER LINES.
 - b. LOT EASEMENT AND SUBDIVISION BOUNDARY SHALL EITHER BE A CLOSED POLYLINE OR BE COMPOSED OF SINGLE LINES. ALL LOT, EASEMENT, AND BOUNDARY LINES SHALL BE BROKEN BY VERTICES ONLY AT LINE INTERSECTIONS, BEARING CHANGES OR THE START AND FINISH OF CURVES.
 - c. ALL STREET CENTERLINES AND EASEMENT LINES CAN ONLY BE BROKEN WHERE THE OBJECT STARTS OR ENDS. THERE MUST NOT BE GAPS IN CONTINUOUS LINES.
 - d. ALL LINE LENGTHS SHALL REPRESENT TRUE LENGTH. ALL ELEMENTS IN THE DRAWING SHALL RESIDE IN THE CORRECT COORDINATE SYSTEM.

- e. CAD BLOCKS MAY NOT CAUSE GAPS IN ANY LINE OR POLYLINE WHEN EXPORTED TO ONE OF THE SPECIFIED FILE FORMATS.
 - f. CLOSURE IS CRITICAL IN CONVERTING CAD ELEMENTS TO GIS FEATURES. ALL POLYGON FEATURES SHALL BE SNAPPED TO CLOSE AND POLYLINE FEATURES SHALL BE SNAPPED TO CONNECT TO EACH OTHER.
 - g. DRAWING TEXT SHALL BE LOCATED IN A SEPARATE ANNOTATION LAYER. ANNOTATION SHOULD INCLUDE TEXT SHOWING BEARING AND DIRECTION OF EACH LINE SEGMENT, CURVE DESCRIPTIONS (RADIUS, ARC LENGTH, DELTA, CHORD DIRECTION AND CHORD LENGTH) AND LOT AND BLOCK NUMBERS.
3. ~~Each digital submission shall show at least two corners with Wyoming state plane coordinates (X, Y and Z) in NAD 83 datum. The convergence angle and combination factor shall be shown on all final plats. The final plat will show a minimum of two corners with Wyoming State plane coordinates (X, Y, Z) in NAD 83/86 and NAVD88.~~ ALL DIGITAL SUBMISSIONS SHALL USE THE CITY COORDINATES SYSTEM. TABLE COORDINATES ARE NOT ACCEPTABLE. THE CITY'S COORDINATE SYSTEM IS:
- a. HORIZONTAL CONTROL: STATE PLANE WYOMING EAST CENTRAL ZONE NAD 1983/86.
 - i. LINEAR UNITS SHALL BE US SURVEY FEET.
 - ii. REFERENCE EPOCH MUST BE DEFINED.
 - b. VERTICAL COORDINATE SYSTEM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
 - c. ALL ELEVATION POINTS SHALL BE DELIVERED IN EITHER AN ESRI (.SHP OR .GDB), CAD (.DWG), OR AS A SINGLE COMMA-DELIMITED ASCII TEXT FILE. EACH LINE OF THE FILE SHALL CONTAIN VALUES FOR A SINGLE POINT UTILIZING THE CITY'S COORDINATE SYSTEM FOLLOWING THE SPECIFIED FORMAT: EASTING, NORTHING, ELEVATION, AND LOCATION DESCRIPTION/CODE.
 - d. A MINIMUM OF TWO CONTROL POINTS SHALL BE INCLUDED ON ALL SUBMITTED PLATS. EACH CONTROL POINT WILL INCLUDE NORTHING, EASTING, ELEVATION, CONVERGENCE ANGLE, AND COMBINED FACTOR

VALUES. PUBLIC LAND SURVEY SYSTEM (PLSS)
MONUMENTS ARE DESIRABLE, BUT NOT REQUIRED.

4. ~~In the event that an applicant does not have the means to submit a digital plat or map, the city shall perform the work to convert a plat into a digital format for the applicant for a fee established by resolution of the city council~~ GIS DATA SHALL ALSO INCLUDE METADATA CREATED CONFORMING WITH THE STANDARDS SPECIFIED BY THE FEDERAL GEOGRAPHIC DATA COMMITTEE (FGDC) AND IN .PDF OR A TEXT BASED FILE FORMAT. METADATA SHALL BE PROVIDED IN KEEPING WITH FGDC GUIDANCE AND MAY BE OBTAINED FROM THE CITY PLANNING OFFICE OR VIA [HTTP://WWW.FGDC.GOV/METADATA/DOCUMENTS/METADATAQUICKGUIDE.PDF](http://www.fgdc.gov/metadata/documents/metadataquickguide.pdf).
5. DIGITAL SUBMISSION SHALL ALSO INCLUDE .PDF OF THE LOT CLOSURE REPORT REQUIRED PER SECTION 16.24.010(G)(1)(2) OF THE CASPER MUNICIPAL CODE.
6. DATA SHALL BE VIA THE CITY'S FTP SITE, EMAIL, OR OTHER DIGITAL DEVICE.
7. THE SUBMITTING PARTY WILL BE RESPONSIBLE FOR CORRECTIONS AND DELIVERING FINAL DIGITAL DATA TO THE CITY PRIOR TO RECORDING OF THE FINAL PLAT.
8. IF THE APPLICANT FAILS TO SUBMIT DIGITAL DATA IN ACCORDANCE WITH THIS SECTION WITHIN THIRTY (30) DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, THEN THE CITY MAY, AT ITS OPTION, DO ANY OR ALL OF THE FOLLOWING: AFTER WRITTEN NOTICE TO THE APPLICANT OF ANY DIGITAL RECORDS WHICH HAVE NOT BEEN COMPLETED OR PROPERLY SUBMITTED, AND UPON APPLICANT'S FAILURE TO CURE THE SAME WITHIN THIRTY (30) DAYS, THE CITY MAY COMPLETE THE DIGITAL RECORDS ON ITS OWN, OR HIRE A THIRD PARTY TO DO SO. THE APPLICANT SHALL TO PAY TO THE CITY ANY AND ALL COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS AND LITIGATION 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.

SECTION 2:

That Section 16.25.050(O) of the Casper Municipal Code, pertaining to minor boundary adjustment plats, is amended as follows:

Upon approval of the boundary adjustment and prior to its recording, the applicant shall submit a digital format of the plat ~~in a computer-aided drafting (CAD) format compatible with the city of Casper's CAD system~~ PER SECTION 16.24.010(R) OF THE CASPER MUNICIPAL CODE.

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 2014.

PASSED on 2nd reading the ____ day of _____, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2014.

APPROVED AS TO FORM:

Wallis Tremont

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, City Engineer
Rick Harrah, Public Services Director
Michael Szewczyk, Information Technology Manager
Denyse Wyskup, Regional GIS Administrator

SUBJECT: As built data submission standards

Recommendation:

That Council, by ordinance, approve amending certain sections of Title 13 and 16 of the Casper Municipal Code pertaining to digital as-built submission standards.

Summary:

The organization of the Natrona Regional Geospatial Cooperative (NRGC) has made more data available, enabling citizens and employees of the participating agencies to make better decisions concerning development in the region. In an effort to standardize data submissions among the participating entities, improved standards are necessary.

The changes to Title 16 of the municipal code will ensure that more specific requirements are met when submitting construction and record documents. These standards will help to facilitate the development of more efficient and accurate digital records. New standards will improve the efficiency in data collection and reduce duplication among different entities. Workflows are now evolving to streamline the review and approval process of subdivisions by transferring digital information between the involved parties.

ORDINANCE NO. 15-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE 13 AND 16 OF THE CASPER MUNICIPAL CODE PERTAINING TO DIGITAL AS-BUILT DATA SUBMISSION STANDARDS.

WHEREAS, the City of Casper has identified a need to revise certain sections of the Casper Municipal Code pertaining to digital as-built submissions; and,

WHEREAS, the City of Casper proposes to utilize the increase of digital mapping in both public and private organizations to facilitate the development of more efficient and accurate digital records; and,

WHEREAS, said digital as-built submissions will improve the efficiency in data collection and reduce duplication among different entities; and,

WHEREAS, said digital as-built submissions are consistent with digital standards being proposed for the submission of construction and record documents; therefore, assisting in providing consistent digital application standards within the City of Casper.

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

SECTION 1:

That Section 13.49.290 of the Casper Municipal Code, pertaining to urban stormwater quality management and discharge control is omitted in its entirety.

SECTION 2:

That Section 16.16.020 of the Casper Municipal Code, pertaining to general engineering principles for Casper streets and utilities, is amended as follows:

V. Survey Requirements.

1. General.

- a. Provide all necessary survey required for the proposed work. All engineering surveys required for the planning, design, and construction of infrastructure and appurtenances, including detailed layout and staking for installation, shall be the responsibility of the person, firm, or corporation requesting or receiving the permit to construct. Such surveys shall be made or performed by a

professional engineer or land surveyor licensed to practice in the state of Wyoming.

2. Datum. All elevations shown on plans or drawings, or referred to in the specifications, shall be REFERENCED TO NAVD 88(GEOID12A) AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY. ~~Referred to the elevation above mean sea level, as established by the National Geodetic Survey. The datum used shall not be an assumed elevation, or arbitrary designation of an elevation not corresponding to correct datum.~~
3. Survey data shall be compatible with the City of Casper GIS and CAD INFRASTRUCTURES, ALL DATA MUST BE HORIZONTALLY REFERENCED TO NAD 83(86) STATE PLANE EAST CENTRAL ZONE, SURVEY FEET AT GRID. ~~geographic information systems using state plane coordinates (NAD 83/86 East Central).~~
4. EACH DIGITAL SUBMISSION SHALL SHOW AT LEAST FOUR CORNERS WITH WYOMING STATE PLANE COORDINATES (X, Y AND Z) IN NAD 83 DATUM. THE CONVERGENCE ANGLE AND COMBINATION FACTOR SHALL BE SHOWN ON ALL FINAL DRAWINGS.

DD. ~~Construction~~ Documents.

1. General. Construction documents shall consist of drawings representative of the work to be performed, general and special provisions, and technical specifications. THE CITY OF CASPER WILL LEVERAGE THE INCREASED USE OF DIGITAL MAPPING IN PUBLIC AND PRIVATE ORGANIZATION TO FACILITATE THE DEVELOPMENT OF MORE EFFICIENT AND ACCURATE DIGITAL RECORDS. IN ADDITION TO STANDARD PAPER DOCUMENTS, THE OWNER/CONTRACTOR/ENGINEER/DEVELOPER WILL SUBMIT DIGITAL DRAWINGS OF ALL SUBDIVISIONS, SITE CONSTRUCTION, BUILDING CONSTRUCTION OR OTHER CONSTRUCTION THAT MODIFIES EXISTING UTILITY OR TRANSPORTATION INFRASTRUCTURE OR INCLUDES THE ADDITION OF AFOREMENTIONED INFRASTRUCTURE. TO EXPEDITE THE REVIEW OF SUBMISSIONS, THE CITY OF CASPER REQUESTS APPLICABLE DIGITAL DATA BE DELIVERED IN COMPUTER AIDED DESIGN (CAD) AND GEOGRAPHIC INFORMATION SYSTEM (GIS) FORMATS AS DESCRIBED IN THE BELOW REQUIREMENTS. TO OBTAIN A COPY OF THE GIS DATA OR CAD (DWS or DWT) TEMPLATES CONTACT THE CITY OF CASPER ENGINEERING OR GIS DEPARTMENTS.
2. Construction ~~Drawings~~ DOCUMENTS.
 - a. Construction drawings shall contain sufficient detail and information to determine construction costs and to construct the improvements. Standard drawing sheet size

shall be thirty-four inches by twenty-two inches. "Half size" (seventeen inches by eleven inches) plan sheets may be used, provided all information on the drawings is legible.

- b. Plan and profile sheets shall have a horizontal scale not less than one inch equals fifty feet, and an appropriate vertical scale. Drawings shall accurately represent the extent of infrastructure improvements and appurtenances (e.g., service lines and manholes) and utility conflict locations.
- c. Plan information shall include street alignment; parcel lines; right-of way; proposed back of sidewalk, street centerline; curb and gutter or curbside, demolition and salvage; proposed alignments of water lines and sewer lines; existing underground utilities; length and grade of pipes; pipe material and size; location of manholes, valves, and fire hydrants; pavement rehabilitation; and any other work relevant to the project.
- d. Profile information shall include estimated depths of existing underground utilities and alignments of proposed utilities. Proposed underground utilities shall include grades, stationing, and lengths.
- e. Preliminary, final, and record drawings shall be in computer-aided drafting format. Digital format shall be compatible with the city's CAD system.
- f. Two copies of the "draft" construction drawings and project manuals shall be submitted to city engineering office staff for review.
- g. A traffic control plan in construction drawings, at an appropriate scale shall be included. The plan shall depict phased construction of the project to minimize inconvenience to local traffic and homeowners, as necessary.

8. Record Documents.

- a. Consultant shall provide to the city of Casper record drawings showing those changes made during the construction process, based on the consultant's observation, marked-up prints, drawings, and other data furnished by the contractor.
- b. Within thirty days of substantial completion of construction, developer or engineer shall submit one hard copy and one copy in digital PDF format VIA THE CITY'S FTP SITE, EMAIL, OR OTHER APPROVED DIGITAL DEVICE. The hard copy shall be on EITHER THIRTY-four inches by ~~thirty-six~~ TWENTY-TWO inches OR SEVENTEEN INCHES BY ELEVEN INCHES reproducible four-mil mylar. The digital copy MUST be in AutoCAD AND GIS formats. ~~on properly labeled CDs.~~ CAD DIGITAL DELIVERABLES MUST BE COMPATIBLE WITH THE CITY OF CASPER'S CURRENT AUTOCAD SOFTWARE, AND UTILIZING THE CAD (DWT) TEMPLATE PROVIDED BY THE CITY OF CASPER. APPLICANTS MAY OBTAIN A COPY OF THE CITY OF CASPER CAD TEMPLATE FROM THE CITY ENGINEERING OFFICE OR VIA THE CITY OF CASPER WEBSITE.
- c. ALL CAD DATA DEVELOPED FOR RECORD DOCUMENTS MUST BE SUBMITTED TO THE CITY OF CASPER ENGINEERING OFFICE WITHIN THIRTY DAYS OF SUBSTANTIAL COMPLETION. ALL SUBMITTED CAD DATA MUST ADHERE TO THE NATIONAL CAD STANDARD (NCS)

VERSION 5 LAYERING CONVENTION. APPLICANTS MAY OBTAIN A COPY OF THE CITY OF CASPER CAD (DWS) STANDARDS FILE FROM THE CITY ENGINEERING OFFICE OR VIA THE CITY OF CASPER WEBSITE.

- d. THE FILE NAMING CONVENTION FOR ALL DIGITALLY SUBMITTED CAD OR GIS DATA SHALL BE NAMED ACCORDING TO PLAN/PROJECT NAME FOLLOWED BY DRAWING DESIGNATION (PRELIMINARY, FINAL, RECORD), DATE DELIVERED, WITH THE EXTENSION .DWG FOR CAD TYPE, .SHP(PLUS RELATED FILES) FOR SHAPEFILE, AND .GDB FOR FILE GEODATABASES.
- e. CAD AND GIS DIGITAL DELIVERABLES MUST ADHERE TO FUNDAMENTAL TOPOLOGIC AND CARTOGRAPHIC RULES INCLUDING BUT NOT LIMITED TO: POINTS MUST BE CONNECTED TO LINES AND LINES MUST BE BROKEN AT INTERSECTIONS WITH POINTS.
- f. WITHIN THIRTY DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, DEVELOPER OR ENGINEER MUST SUBMIT VIA FTP, EMAIL, OR OTHER DIGITAL DEVICE A GIS ~~GPS~~ digital file compatible with the city of Casper GIS INFRASTRUCTURE showing all new improvements ~~shall~~ WILL be provided with the record documents INCLUDING BUT NOT LIMITED TO: TRANSPORTATION, TRAFFIC, RECREATION, AND UTILITY RELATED FEATURES. TO OBTAIN A COMPREHENSIVE LISTING OF FEATURES OR A COPY OF THE FEATURE SCHEMAS INCLUDED WITHIN THE CITY OF CASPER GIS DATABASE CONTACT THE GIS OFFICE. FOR INCLUSION IN THE CITY OF CASPER GIS INFRASTRUCTURE ALL DATA MUST BE HORIZONTALLY REFERENCED TO NAD 83(86) STATE PLANE EAST CENTRAL ZONE, SURVEY FEET AT GRID AND ALL VERTICAL MEASURES WILL BE REFERENCED TO NAVD 88(GEOID12A). ~~Include coordinates for all new surface features such as trees, pedestrian lighting, traffic signals, signs, water valves, curb stops, hydrants, sanitary sewer and storm sewer utilities. State plane coordinates (NAD 83/86 East Central) for inclusion in the GIS mapping shall be utilized. The consultant shall work with the city of Casper GIS coordinator to ensure the data collected can be downloaded to the GIS. Accuracy requirements are +/- 1.25 feet horizontal.~~
- g. THE OWNER/SUBDIVIDER/ENGINEER/CONTRACTOR WILL PROVIDE RECORD DRAWINGS, SIGNED AND STAMPED BY THE ENGINEER DEPICTING THE ACTUAL CONFIGURATION AND CONDITIONS AFTER CONSTRUCTION. RECORD DRAWINGS SHALL INCLUDE LOCATION AND ELEVATIONS FOR ALL UTILITY AND TRANSPORTATION INFRASTRUCTURE. ONE SET OF REPRODUCIBLE RECORD DRAWINGS ON MYLAR AND ONE SET IN DIGITAL FORMAT, IN ADDITION TO, COMPATIBLE DIGITAL CAD AND GIS FORMATS THAT ADHERE TO THE CITY'S DRAFTING AND GIS PROGRAMS SHALL BE PROVIDED TO THE CITY ENGINEER'S OFFICE PRIOR TO THE ISSUANCE OF THE LETTER OF COMPLETION AND START OF THE WARRANTY PERIOD.

- h. IF THE APPLICANT FAILS TO SUBMIT DIGITAL DATA IN ACCORDANCE WITH THIS SECTION WITHIN THIRTY (30) DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, THEN THE CITY MAY, AT ITS OPTION, DO ANY OR ALL OF THE FOLLOWING: AFTER WRITTEN NOTICE TO THE APPLICANT OF ANY DIGITAL RECORDS WHICH HAVE NOT BEEN COMPLETED OR PROPERLY SUBMITTED, AND UPON APPLICANT'S FAILURE TO CURE THE SAME WITHIN THIRTY (30) DAYS, THE CITY MAY COMPLETE THE DIGITAL RECORDS ON ITS OWN, OR HIRE A THIRD PARTY TO DO SO. THE APPLICANT SHALL TO PAY TO THE CITY ANY AND ALL COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS AND LITIGATION 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.

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 2014.

PASSED on 2nd reading the ____ day of _____, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2014.

APPROVED AS TO FORM:

Wallace Trombetta

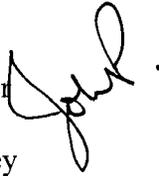
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

TO: John C. Patterson, City Manager 

FROM: William C. Luben, City Attorney

RE: Hotel/Conference Center Project Sublease Agreement Draft Between the Amoco Reuse Agreement Joint Powers Board and the City of Casper.

Recommendation:

Approve the draft lease which specifies the funding requirement so design and financing can proceed. Any BP required amendments will come back to Council.

Summary:

The City is working on facilitating the development of a hotel/conference center development on the Amoco Platte River Commons property, which is managed by the Amoco Reuse Agreement Joint Powers Board (“JPB”). The JPB leases this property from BP Products North America, Inc. (“BP”), and is proposing to sublease the necessary property to the City for the development of this project.

The standard sublease agreement that is otherwise required by BP is not designed for a pass-through project where the City would be leasing the property from the JPB, and then further subleasing it again to a developer for the project. I have made substantial revisions to their standard sublease agreement in order to pass any and all responsibilities for environmental compliance and the other requirements of the sublease on to the developers of the project. In addition, substantial changes were made to the insurance requirements of this lease in order for the City and the JPB to maintain their governmental immunity, but to have the other liability insurance requirements be the responsibility of the developer.

There were two provisions in the standard sublease form that David Drell, the attorney for the JPB, and I are asking BP to waive, as they would require the developer to “move” any improvements they place on the land for any future environmental remediation requirements that may be required by a governmental agency. I have proposed language in place of these provisions that would make any monetary condemnation award for a governmental taking of the property to be the property as the developer or the City, as their respective interests would appear in the property. I am hopeful that this change will be acceptable to BP.

The proposed sublease amendments pass-through to the developer of the project the use restriction requirements on the Amoco Platte River Commons. The City will only be obligated to comply with these requirements for any property the City would actually own as part of this project.

This lease draft is currently being reviewed by BP for its comment. Please feel free to contact me should you have any questions regarding either the attached lease draft or this memo.

SUBLEASE AGREEMENT

CITY OF CASPER

THIS SUBLEASE AGREEMENT (“Sublease”) is entered into this ___day of _____, 2014 by and between the AMOCO REUSE AGREEMENT JOINT POWERS BOARD (“ARAJPB”), as Sublessor, and The City of Casper, Wyoming (“The City”), as Sublessee (hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, the ARAJPB is a joint powers board duly created by agreement between the Board of County Commissioners of Natrona County, Wyoming (the “County”) and the City of Casper, Wyoming, in accordance with the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-102-to -110 (Michie). The ARAJPB has the right, power, and authority to enter into and perform all of its obligations under this Sublease; and

WHEREAS, on August 1, 2000, the ARAJPB entered into a Lease Agreement (the "Lease Agreement") with Amoco Oil Company, a Maryland corporation, predecessor in interest to BP Products North America Inc. ("BP"), for the lease of certain property (the "Land") known as the Platte River Commons of which a portion containing approximately 18 acres (the "Leased Premises") is described on Exhibit A attached hereto, and by this reference incorporated herein; and

WHEREAS, on January 10, 2002, BP and the Wyoming Department of Environmental Quality ("WDEQ") executed a Remedy Agreement (the "Remedy Agreement") including corrective action of the Land; and

WHEREAS, the details of redevelopment and reuse of certain BP properties in the City and County have been more fully set forth in that Reuse Agreement dated September 29, 1998 (the "Reuse Agreement"), which is attached to this Sublease as Exhibit B. The ARAJPB is the designee of the County and City for certain purposes under the Reuse Agreement. The Reuse Agreement provides that BP shall retain all environmental and remediation risk for, control of, and responsibility for environmental conditions existing on, in, and under the Land as of the date of the Lease Agreement and relating to ongoing remediation activities; and

WHEREAS, the Land is subject to and encumbered by covenants and restrictions that govern and control the use of the Land and any and all improvements situate thereon, as well as all development, construction, alterations, repairs, modifications, and maintenance on the Land and any improvements thereon (the "Development Protocols"). The Development Protocols are more fully set out in Exhibit F to

the Lease Agreement. The Lease Agreement, this Sublease, the Remedy Agreement, the Reuse Agreement, the Development Protocols, protective covenants, design standards, the Existing Encumbrances (defined below), and all laws, rules, orders, ordinances, regulations, and requirements now or hereafter properly enacted or promulgated by WDEQ, the United States Environmental Protection Agency, or any judicial, regulatory or governmental entity or board having jurisdiction over the Land and the Leased Premises (collectively "Governmental Authority") are referred to in this Sublease as the "Use Restrictions"; and

WHEREAS, the City has the right, power, and authority to enter into and perform all of its obligations under this Sublease; and

WHEREAS, the Parties understand that the City intends to sublet the property located in the Opportunity Area of the Platte River Commons, as more specifically described on Exhibit A (the "Property"), for the construction and operation of a hotel and conference center complex, along with a potential performing arts center, landscaping and related infrastructure and appurtenances (the "Project"); and

WHEREAS, as the City is acting as an intermediary in the future sub-leasing of the Property to one or more sub-lessees for the development of the Project, the ARAJPB understands that its requirements under this Sublease will be passed through to any such sub-lessee of the City whom shall then be solely responsible for compliance of these terms with the ARAJPB, free and clear of any claim against the City therefore, with the exception of any part of the Project for which the City maintains ownership during the term of this Sublease for which the City shall then remain responsible for compliance with the applicable terms of this Sublease as provided herein; and

WHEREAS, the parties agree that the ARAJPB shall be a party signatory to any sub-leasing of the Property by the City and shall enjoy all rights to enforce the terms and conditions of this Sublease that are passed through as the duty and responsibility of the City's sub-lessee, as these are material terms for the use of the Property by the City's sub-lessee for which the ARAJPB is required by BP to enforce.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and the Recitals set forth above (which are a substantive part hereof), the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Sublease of Land

A. The City agrees that its rights and interests under this Sublease Agreement, and any interest in the Leased Premises by a sub-lessee from the City, shall be subject to all matters affecting title to the

Land, including, but not limited to, the Use Restrictions, Development Protocols, the Reuse Agreement, the Remedy Agreement and existing encumbrances, encroachments, and tenancies.

B. The City agrees that its rights and interests under this Sublease Agreement, and any interest in the Leased Premises by a sub-lessee from the City, shall be subject to all matters affecting title to the Land, including, but not limited to, the Use Restrictions, Development Protocols, the Reuse Agreement, the Remedy Agreement and existing encumbrances, encroachments, and tenancies.

C. PROVIDED HOWEVER, the City is leasing the Property solely for the facilitation of the Project, and the City will be further sub-leasing the Property to a developer or developers for the construction and ownership of the Project or component parts thereof. The Parties agree that the City shall have the absolute right, in its sole discretion, to terminate this lease upon written notice from the City to ARAJPB in the event the Project or any component thereof is not, for any reason, able to be developed or constructed. Upon the giving of such notice, the ARAJPB shall refund to the City all rent paid by the City in the sum of **\$5,096,520.00 (five million ninety-six thousand five hundred and twenty dollars)** within thirty (30) days of the City's termination of this Sublease.

2. Effective Date

The effective date of this Sublease shall be the ____th day of _____, 2014 (the "Effective Date").

3. Lease Term

The term of this Sublease (the "Lease Term") is from _____, 2014 through _____, 2099 unless terminated earlier under the provisions of this Sublease.

4. Rental

The City hereby agrees to pay and the ARAJPB hereby agrees to accept as rent hereunder the sum of **\$5,096,520.00 (five million ninety-six thousand five hundred and twenty dollars)**, upon the Effective Date of this Sublease Agreement.

5. Existing Encumbrances

The ARAJPB has obtained a policy of title insurance as to the Leased Premises with an effective date of June 10, 2002. The City agrees that the acceptance of these exceptions to the coverage listed in said policy shall be required of any sub-lessee of the City as a condition of any such sub-lease. The City further agrees that any all rights and interest of any sub-lessee of the of the City under this Sublease Agreement shall be subject to said exceptions and any such sub-lessee of the City shall be required to release and waive any claim or action against the ARAJPB or BP, or the City whatsoever arising by, through, or under said exceptions. The City acknowledges the Land and/or Leased Premises may be subject to other rights-of-way, easements, agreements, licenses, or other encumbrances, encroachments, tenancies, occupancies, or restrictions ("Existing Encumbrances") which are not of record nor ascertainable by visual inspection of the Land and THE CITY agrees that any sub-lease of the Property by the City shall require the sub-lessee thereof to be subject to all Existing Encumbrances. THE CITY agrees that neither the ARAJPB nor BP shall have an obligation to remove or to acquire ownership or control of any such Existing Encumbrances.

6. Present Condition of Sublease Premises

The City hereby acknowledges the Leased Premises was the former site of an operating oil refinery for approximately seventy-five (75) years, that the surface and subsurface contain some environmental contamination, and that BP has performed and continues to perform certain remediation on the Land and/or Leased Premises. The City shall require any sub-lessee of the Property from the City to, during the sub-lease term, or any extension thereof, to accept the Leased Premises "AS IS - WHERE IS" in the condition or state in which each and all of them are on the Effective Date of the sub-lease Term, without representation or warranty, expressed or implied in fact or by law, of any kind or nature whatsoever, and without recourse to or against the ARAJPB or BP, or the City therefore except as provided in Section 7 hereof.

7. Environmental Liability

A. Pursuant to the Lease Agreement, BP shall retain all environmental and remediation risk for, control of, and responsibility for environmental conditions and media existing on the Leased Premises on the Effective Date of the Lease Term, including environmental conditions and media ("Existing Contaminated Media") which exist but are not known on the Effective Date of this Lease Term, or that relate to BP's ongoing remediation activities.

B. The City shall require any sub-lessee of the City to assume all environmental and remediation risk for, control of, and responsibility for releases of contaminants and storage or disposal of hazardous or toxic substances that occur after the Effective Date of the sub-lease term, and which are a direct result of the City's sub-lessee's activities on or possession of the Leased Premises.

C. Prior to any action that is anticipated to result in the exposure of Existing Contaminated Media on the Leased Premises, the City for the construction of any improvements to be owned by the City, or the City's sub-lessee for its improvements shall be required to provide the ARAJPB and BP with a plan indicating the extent of excavation anticipated to be performed. Based upon this plan, the ARAJPB, in consultation with BP, shall use the best information available to it to determine the nature and extent of Existing Contaminated Media to be encountered. The ARAJPB, BP and the City or the City's sub-lessee shall then be required to reach agreement on reasonable methods to minimize the extent of exposure of Existing Contaminated Media, while still accomplishing the goals and objectives of the proposed Project or repair thereof. Once agreement has been reached, the ARAJPB, working in conjunction with BP, shall be responsible for the excavation, handling, storage and disposal of any Existing Contaminated Media, including, where necessary, replacement of any Existing Contaminated soil with clean backfill material to allow for the City or the City's sub-lessee's proposed project or repair. The ARAJPB's and BP's direct costs for such excavation, handling, storage and disposal of such Existing Contaminated Media shall be covered by the ARAJPB. The ARAJPB's and BP's work involved with the excavation of Existing Contaminated Media and replacement with clean backfill material shall be performed under the supervision of a licensed engineer retained by the ARAJPB, who shall certify that the work performed by the ARAJPB and BP is in compliance with the construction project. The cost for this supervision of a licensed engineer shall be borne by the ARAJPB.

D. BP shall retain all environmental and remediation responsibility for such Existing Contaminated Media, neither the City, or the City's sub-lessee shall be, by virtue of any such participation in planning for the extent of excavation to be performed, nor for any project that requires the ARAJPB's or BP's excavation, handling, storage and disposal of such Existing Contaminated Media, assume environmental or remediation risk for such Existing Contaminated Media.

8. Use of the Land

A. The City's sub-lessee may use, possess, and occupy the Leased Premises for any lawful purpose consistent with this Sublease and the Use Restrictions. Notwithstanding any provision to the contrary, The City and the City's sub-lessee is prohibited from any uses not specifically authorized in the Use Restrictions (unless approved in writing by BP) and any use which reasonably could add to any contamination on or under the Leased Premises or delay or increase the cost of investigation, clean-up or remediation of any contamination on or under the Leased Premises. The ARAJPB warrants that the use intended by the City is permitted under the Use Restrictions.

B. The City's sub-lessee shall not use, keep or allow the Leased Premises or any portion thereof, to be used or occupied for any unlawful purpose, or suffer any act or condition which may be dangerous, or which may constitute a public or private nuisance, or which violates the Use Restrictions of this Sublease or any certificate of occupancy issued regarding use of the Property by the City's sub-lessee.

9. Hazardous Material

THE City's sub-lessee City shall be required to keep and maintain the Leased Premises in compliance with, and shall not cause or permit a violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Leased Premises, except that the City's sub-lessee may use, store, and dispose of cleaners, waxes, detergents, soaps, deodorizers, and other commercially reasonable hazardous materials customarily used in connection with the operation, use, occupancy, maintenance, repair, and other activities reasonably related to the use of the property for the Project and maintenance of the Leased Premises. Otherwise, the City's sub-lessee shall not use, generate, manufacture, store, or dispose of, on, under, or about the Leased Premises, or transport to or from the Leased Premises, any hazardous materials without the ARAJPB's prior written consent, which shall not be unreasonably withheld or delayed, so long as such use is and remains in compliance with all applicable federal or state laws and regulations. For purposes of this Section, the term "hazardous materials" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations.

10. Compliance with Laws

The City's sub-lessee shall at all times during the term of the sub-lease comply with all Use Restrictions and all other laws, regulations, and ordinances applicable to the Leased Premises and City's sub-lessee's use and occupancy thereof. Notwithstanding anything to the contrary contained in this Sublease, the Parties agree that performance of the duties and obligations of City's sub-lessee and the ARAJPB hereunder shall be subject to and subordinate to the terms and conditions contained in the Use Restrictions. In the event the performance of or compliance with any obligation under this Sublease by the City's sub-lessee or the ARAJPB would result in a violation of the Use Restrictions, City's sub-lessee or the ARAJPB shall be excused from performing or complying with such conflicting obligation, but only to the extent of the conflict.

11. Possession of the Leased Premises

As of the Effective Date, the ARAJPB warrants that it is seized and possessed of the Leased Premises, subject only to the interests of BP under the Lease Agreement and to the Existing Encumbrances. The City shall have possession of the Leased Premises on and after the Effective Date and so long as this Sublease is in full force and effect. Subject to the Lease Agreement with BP, the ARAJPB covenants that the City, upon paying the rent and performing the covenants herein undertaken on its part may quietly and peaceably have, enjoy and hold the premises and rights made appurtenant for the full Term hereof. Upon termination of this Sublease, the City shall quit the Leased Premises and peaceably surrender possession and occupancy thereof to the ARAJPB as provided herein below.

12. Access and Nonexclusive Use

The City agrees that, during the Lease Term of this Sublease Agreement, or any extension thereof, the ARAJPB and BP shall have the right to inspect the Leased Premises to assure compliance with this Sublease Agreement, and to undertake certain investigations and remediation activities on or near the Leased Premises, which shall also be binding upon any sub-lessee of the City. The ARAJPB and BP shall give the City and any sub-lessee of the City reasonable prior notice of any such inspection, and City's sub-lessee and representatives of the City may accompany the ARAJPB and BP on any such inspection. Accordingly, the ARAJPB and BP hereby reserve unrestricted ingress and egress to and from, and unrestricted access on, over, and under the Leased Premises, and this reservation shall be included in any sub-lease of the Property by the City. The ARAJPB's and BP's unrestricted access shall include, but shall not be limited to, the right of the ARAJPB and BP to inspect the Leased Premises, to remove or add soil or water, or to lay, install, construct, maintain, operate, inspect, replace, remove, sample, or supplement

all facilities, system or systems, equipment, or machinery useful to implement and complete all investigation, remediation and corrective action. The ARAJPB and BP shall at all times during the Lease Term of this Sublease Agreement, and any extension thereof, so long as the City or the sub-lessee of the City are not in default of its sub-lease with the City, to exercise due diligence in attempting to minimize any disruption of the City's sub-lessees use and possession of the Leased Premises, and, shall not damage, destroy, or remove buildings that are the City's or the City's sub-lessee's Improvements unless such damage, destruction, or removal is necessary to implement or complete any investigation or corrective action that BP is ordered or requested to perform by any Governmental Authority.

13. Improvements to be Provided to the Leased Premises

The ARAJPB agrees to provide the following utilities to its point adjacent to the Leased Premises:

- i.** Water
- ii.** Sewer
- iii.** Telephone
- iv.** Natural gas
- v.** Electricity
- vi.** Fiber optic (conduit only), and
- vii.** Cable television

The City's sub-lessee shall be responsible for all connection charges associated with these utilities, unless otherwise agreed in writing between the City and any such sub-lessee.

14. City Improvement

A. The City, or the City's sub-lessee may install the Project or any component thereof and other improvements upon the Leased Premises (collectively the "Project Improvements") subject to the ARAJPB's approval of the architectural plans for any buildings proposed for construction on the Leased Premises by the City or the City's sub-lessee in order to assure uniform development on the Land and compliance with the Use restrictions. Any Improvements installed shall be kept and maintained in a commercially reasonable manner.

B. Any Project Improvements which give rise to a "Subsurface Improvement" as defined in the Development Protocols, may be constructed only with the prior written consent of the ARAJPB and BP as required under the August 1, 2000 Lease Agreement. All Project Improvements placed,

constructed, or erected upon the Leased Premises shall be constructed in compliance with and shall be subject to and encumbered by the Use Restrictions. During the Lease Term, all Project Improvements shall be the property of either the City or the sub-lessee of the City as provided in the City's sub-lease agreement thereof.

15. Ownership of Improvements

During the term of this Sublease, the Existing Improvements and all other improvements located on the Leased Premises, including without limitation, all additions, all alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery, and equipment installed therein, shall be the property of either the City or the sub-lessee of the City as provided in the sub-lease agreement thereof. Except as provided in Section 37, at the expiration or earlier termination of this Sublease, the Leased Premises, all remaining Existing Improvements, all improvements and all additions, all alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery, and equipment installed therein, shall become the property of the ARAJPB.

16. Damage to, Destruction of, or Removal of BP Improvements and THE CITY Improvements

A. In the event that any improvements installed by the ARAJPB or BP are damaged or destroyed as a result of activities of the City or the City's sub-lessee, then the City, or the City's sub-lessee causing the damage shall be responsible for any and all costs associated with repairing or replacing those improvements that are damaged or destroyed. Notwithstanding the foregoing, the ARAJPB or BP shall have the right, but not the obligation, to issue a Stop Work Order as provided in the Development Protocols or to prevent and stop the City or the City's sub-lessee from moving, relocating, damaging, or destroying the improvements installed by the ARAJPB or BP on the Leased Premises by any means whatsoever including, but not limited to, the use of injunctive relief.

B. In the event that any improvements installed by BP are damaged, destroyed, or must be removed or relocated in order to implement or complete any investigation or corrective action that BP is ordered or requested to perform by any Governmental Authority, then in such event, BP shall, at its sole cost, repair, replace, or relocate any such BP improvements. BP shall bear no further responsibility or liability to the City or the City's sub-lessee or their respective designees, or other successors in interest for any such damage, destruction, removal, or relocation of said BP improvements.

C. In the event that any improvements installed by the City or the City's sub-lessee are damaged or destroyed as a result of activities of the ARAJPB or BP, then the ARAJPB or BP, as appropriate, shall be responsible for any and all costs associated with repairing or replacing those improvements that are damaged or destroyed.

D. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of the Improvements owned by either the City or the City's sub-lessee, or for a conveyance in lieu of condemnation by either the City or the City's sub-lessee, shall be the sole and separate property of the City or the City's sub-lessee as their interests shall appear. This Lease may be terminated by City in the event of a condemnation or taking, or by the granting of a conveyance in lieu of condemnation, of all or part of the improvements owned by the City and/or the City's sub-lessee on the Leased Premises by the City giving written notice thereof to the ARAJPB.

17. Alterations

The City or the City's sub-lessee shall have the right, at the City's or the City's sub-lessee's sole cost and expense, from time to time during the term of the sub-lease with the City, or any extension thereof, to make any alteration, addition, or modification to the Leased Premises; PROVIDED THAT: (i) prior to making any such alterations, additions, or modifications, the City or the City's sub-lessee shall obtain the ARAJPB's prior written consent thereto, which consent shall not be unreasonably withheld; (ii) all such alterations, additions, or modifications shall comply with the Use Restrictions, the Remedy Agreement, all Development Protocols, the Existing Encumbrances, and all laws and rules; and (iii) after completing said alterations, additions, or modifications, the Leased Premises shall have the same range of uses contemplated in the Use Restrictions. Notwithstanding the foregoing, the City or the City's sub-lessee shall not be required to submit a Use Proposal prior to installing any new improvements, or altering, repairing or maintaining any of its existing improvements, if such installations, alterations, repairs or maintenance do not involve or give rise to a change in use or a Subsurface Improvement on the Leased Premises as defined in the Development Protocols.

18. Repairs

A. The City shall require the City's sub-lessee, at all times during the Lease Term of this Sublease Agreement, or any extension thereof, at the sub-lessee's sole cost and expense, to keep the Leased

Premises and any of The City's Improvements in good order, condition, and repair, ordinary wear and tear excepted, and in such condition as may be required by any law, rule, regulation, ordinance, covenant, restriction, institutional or engineering control, or other authority, and requirements now or hereafter enacted or promulgated by any Governmental Authority relating to the Leased Premises or improvements thereon, and pursuant to this Sublease Agreement, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature. Further, The City's sub-lessee's use, maintenance, and repair of the Leased Premises and the City's Improvements upon the Leased Premises shall at all times fully comply with the Existing Encumbrances, all Development Protocols, as well as all obligations and restrictions for use, maintenance, and repair of the Leased Premises or improvements thereon as set forth in the Use Restrictions and the Remedy Agreement

B. The City's sub-lessee shall at all times during the Lease Term of this Sublease Agreement, or any extension thereof, at the City's sublessee's sole cost and expense, operate and keep the Vapor Intrusion Control System in good order, condition, and repair, in accordance with the design approved by Wyoming Department of Environmental Quality (WDEQ). The City's sub-lessee shall further agree that the City's sub-lessee shall, at the sub-lessee's sole cost and expense, correct any deficiency in the Vapor Intrusion Control System identified by BP Products North America Inc. as part of any inspection or testing required by the Remedy Agreement or otherwise required by WDEQ.

19. Mechanic's Liens

During the Lease Term of this Sublease Agreement, the City's sub-lessee shall be responsible for any and all claims, damages, losses, costs, fees, charges, expenses, liens, or liabilities of any nature whatsoever arising out of, occurring or accruing by virtue of any work, labor, or service performed for, or material furnished for or to the City's sub-lessee on or related to the Leased Premises.

20. Taxes

A. During the Lease Term of this Sublease Agreement, or any extension thereof, the City's sub-lessee shall, at its sole cost and expense, bear, pay, and discharge prior to delinquency, any and all real estate taxes, personal property taxes, assessments, sewer rents, water rents and charges, duties, impositions, license and permit fees, charges for public utilities of any kind, payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen,

general or special (all of which are hereinafter sometimes collectively referred to as "Impositions"), except as provided herein, which shall, pursuant to present or future law or otherwise, have been or will be levied, charged, assessed, or imposed upon, or grown or become due and payable out of or for, or become or have charged, assessed, or imposed upon, or grown or become due and payable out of or for, or become or have become a lien on the Leased Premises, it being the intention of the Parties hereto that the rents reserved herein shall be received and enjoyed by the ARAJPB as a net sum free from all of such Impositions. If at any time during the Lease Term of this Sublease Agreement, or any extension thereof, the then prevailing method of taxation or assessment shall be changed so that the whole or any part of the Impositions payable by the taxation or assessment by the City's sub-lessee as above provided, shall instead be levied, charged, assessed, or imposed wholly or partially on the rents received by the ARAJPB from the Leased Premises, or shall otherwise be imposed against the ARAJPB or BP in the form of a franchise tax or otherwise, then the City's sub-lessee shall pay all such levies, charges, assessments, Impositions, taxes, and other substituted charges to the extent that the same shall be directly related to and assessed against the Leased Premises or the rent thereon; provided, however, that the City's sub-lessee shall be required to make such payments only to the extent that the same would be payable if the Leased Premises were the property of BP.

B. The City's sub-lessee shall pay all interest and penalties imposed upon the late payment of any Impositions which the City's sub-lessee is obligated to pay hereunder. Impositions shall be apportioned between the City's sub-lessee and the ARAJPB as of the Effective Date of the Lease Term of this Sublease Agreement, as well as on the date of termination of the Lease Term of this Sublease Agreement, and shall be paid within thirty (30) days after such termination.

C. If the City's sub-lessee shall fail, for ten (10) days after notice and demand given to such sub-lessee, to pay any Imposition on or before the last day upon which the same may be paid without the imposition of interest or penalties for the late payment thereof, such failure shall constitute a default and breach by City's sub-lessee under the City's sub-lease, and the ARAJPB may pay the same with all interest and penalties lawfully imposed upon the late payment thereof, and the amounts so paid by the ARAJPB shall thereupon be and become immediately due and payable by the City's sub-lessee to the ARAJPB hereunder. The ARAJPB may pursue all remedies under Wyoming law to collect from the City's Sub-lessee the amount paid by the ARAJPB.

D. The City's sub-lessee, at its sole cost and expense, may, if it shall in good faith so desire, contest the validity or amount of any Imposition, in which event the City's sub-lessee may defer the payment thereof for such period as such contest shall be actively prosecuted and shall be pending

undetermined; provided that, in no event shall any such proceedings or appeals require the sale of the Leased Premises to satisfy any lien arising out of the nonpayment of the same.

E. The ARAJPB shall execute and deliver to the City's sub-lessee whatever documents may be necessary or proper to permit the sub-lessee to so contest any such Imposition or which may be necessary to secure payment of any refund which may result from any such proceedings.

F. An official certificate or statement issued or given by a sovereign or municipal authority, or any agency thereof, or any public utility, showing the existence of any Imposition, or interest or penalties thereon, the payment of which is the obligation of the City's sub-lessee as herein provided, shall be prima facie evidence for all purposes of this Sublease Agreement and the City's sub-lease of the existence, amount, and validity of such Imposition.

G. The provisions of this Section shall apply to the City for any improvements owned by the City on the Leased Land.

21. Net Lease

This is an absolute net lease and the ARAJPB shall not be required by the City or the City's sub-lessee to provide any services or do any act or thing with respect to the Leased Premises, except as is specifically set forth in this Sublease Agreement.

22. Insurance

A. At all times while in possession of the Leased Premises, the City, for all improvements (other than water, sewer, or street, parking lot, or other access improvements) constructed and owned by the City on the Leased Premises, and the City's sub-lessee, for all improvements constructed by the City's sub-lessee on the Leased Premises shall provide and maintain in good standing the following insurance coverages on the Leased Premises and appurtenances thereto.

i. Insurance against loss or damage by fire and other hazards, risks, and perils from time to time included under standard extended coverage endorsements in a coverage amount equaling not less than ninety percent (90%) of the replacement value of the improvements installed respectively by the City or the City's sub-lessee upon the Leased Premises. The insurance shall include the ARAJPB and BP Product North America Inc. as a named insured or loss payee. In the event of a loss of not more than seventy-five percent (75%) of the usable space of the Building, The City, for its respective improvements to the Leased Premises agrees to, and the City's Sub-lessee, for its respective improvements to the Leased Premises shall agree to

diligently pursue the repair of the damage to the Building so as to maintain the quality of the Leased Premises and the integrity of the development and value of the Leased Premises. In the event of a loss of seventy-five percent (75%) or more and either the City or the City's sub-lessee in respect to their separate improvements elects not to repair damage to the Project or more than one (1) year transpires from the date of loss, the City or the City's sub-lessee shall respectively restore the Leased Premises upon which their respective improvements are located to a buildable condition and thereupon the Sublease shall terminate.

- ii.**The City's sub-lessee shall carry Commercial general liability insurance covering all claims with respect to injuries or damages to persons or property sustained in, on, or about the Leased Premises and the appurtenances thereto, with limits of liability no less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate. The ARAJPB and the City's sub-lessee shall agree to review the insurance coverage limit from time to time, and the City's sub-lessee shall adjust the insurance coverage to an amount the ARAJPB, BP Products North America Inc. and the City's sub-lessee reasonably agree is required. The Parties agree and understand that both the ARAJPB and the City are covered under the Wyoming Governmental Claims Act as provided in Sub-section vi. below, and the City shall not be required to carry the liability coverage set forth in this Sub-paragraph.
- iii.**During construction of any improvements on the Leased Premises, the City, or the City's sub-lessee, as the case may be, shall maintain builder's risk insurance for their respective work on the Leased Premises in the amount of One Hundred Percent (100%) replacement value thereof against "all risks" of physical loss or damage to the property insured. However, this requirement shall not apply to the City for the installation of water, sewer, or street, parking lot, or other access improvements to the Leased Premises.
- iv.**All such policies of insurance shall be written by companies of recognized financial standing which are well rated by a national rating agency and are legally qualified to issue such insurance in the State of Wyoming, and such insurance shall include as a named insured the ARAJPB, BP Products North America and the City or the City's sub-lessee as their interests may appear.
- v.**The City shall deliver to the ARAJPB on or before the issuance of any building permit for any improvements being constructed and owned by the City on the Leased Premises the original or duplicate policies or certificates of insurers required under this Sublease for the City satisfactory to the ARAJPB evidencing all of the insurance which is then required to be maintained by the City hereunder. The City's sub-lessee shall deliver to the ARAJPB proof of its liability coverages as provided in Sub-section ii. above on or before the effective date of

any such sub-lease from the City. The City's sub-lessee shall further be required in the City's sub-lease, prior to the issuance of any building permit(s) for any improvements being constructed by the City's sub-lessee on the Leased Premises the original or duplicate policies or certificates of insurers required under this Sublease for the City satisfactory to the ARAJPB evidencing all of the insurance which is then required to be maintained by the City's sub-lessee hereunder. Such insurance policies shall contain a provision that such policies shall not be cancelled or reduced in scope or coverage amount without thirty (30) days prior written notice to the ARAJPB. The City, or the City's sub-lessee shall, within thirty (30) days after adjusting the coverage amount or within thirty (30) days prior to expiration of any such insurance policy or coverage, deliver other original or duplicate policies or other certificates of the insurers evidencing the amount and renewal of such insurance. Should either the City, or the City's sub-lessee fail to effect, maintain and increase as agreed upon, or renew any insurance provided for herein, or to pay the premium thereof or to deliver to the ARAJPB any other such policies or certificates, such failure shall constitute a default and breach by the City hereunder or the City's sub-lessee under any sub-lease of the Leased Premises from the City.

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

23. Assignment; Subletting

A. The City shall have the right to convey, transfer, assign, or sublet or amend any existing subleases on any portion of its right, title, interest in, or its possession or control of, any portion of the Leased Premises, or otherwise convey any interest of the City under this Sublease upon the written consent of the ARAJPB, which consent shall not be unreasonably withheld. However, the ARAJPB shall also be signatory to any such agreement conveying, transferring, assigning, subletting or amending any existing or future subleases and shall have the same authority as the City upon any default of any such agreement as against the transferee or sub-lessee thereof.

B. The City shall have the right to assign its interest in this Sublease or to sublet all or part of the Leased Premises to any other party if: (i) at the time of assignment or sublease, the City is not in default under any of its obligations under this Sublease; (ii) the proposed assignee or sublessee agrees in writing to be bound by and assume the terms of this Sublease; and (iii) the proposed assignee or sublessee is, in the ARAJPB's judgment, financially capable of performing its obligations under this

Sublease and is an experienced owner, operator and/or manager of facilities similar and kind to the Existing Improvements.

C. The City shall provide the ARAJPB with at least thirty (30) days prior written notice of any proposed assignment or sublease hereunder including the identity of the proposed assignee or sublessee. The City shall provide the ARAJPB with such additional information as the ARAJPB shall reasonably request regarding the proposed assignee or sublessee and its financial status and experience.

D. The City is acting as an intermediary for the future sub-leasing of the Property for the development of the Project. The ARAJPB understands agrees that its requirements under this Sublease will be passed through to any such sub-lessee of the City whom shall then be solely responsible for compliance of these terms with the ARAJPB, free and clear of any claim against the City therefore, with the exception of any part of the Project for which the City maintains ownership during the term of this Sublease for which the City shall then remain responsible for compliance with the applicable terms of this Sublease.

24. Tenant Leases

Notwithstanding anything in this Sublease to the contrary, the City, and the City's sub-lessee shall have the unrestricted right to enter into Tenant Leases ("Tenant Leases") covering space within the Improvements respectively constructed on the Leased Premises on terms and in a form as determined by either the City or the City's sub-lessee from time to time in its sole and absolute discretion. All Tenant Leases shall be in writing and expressly state that the Tenant's rights thereunder are subject to the terms and conditions of this Sublease. Permitted uses under each such Tenant Lease shall not conflict with the uses permitted under this Sublease and the Lease Agreement. the City, and the City's sub-lessee, shall on an annual basis provide the ARAJPB with a rent roll listing as of such date all, Tenant Leases and identifying the Tenants and spaces leased.

25. Right to Mortgage

A. Notwithstanding the provisions contained herein, the City, or the City's sub-lessee shall have the right to mortgage or grant a deed of trust against or otherwise encumber their respective interests in the Leased Premises subject to the terms, conditions and limitations contained herein.

B. As used herein, "Leasehold Mortgage" shall mean any mortgage or deed of trust on the Leasehold Estate created by this Sublease; "Purchase Money Mortgage" shall mean any Leasehold Mortgage

granted to the City or the City's sub-lessee in connection with the sale or transfer of the City's interest in all or part of this Sublease; "Leasehold Estate" shall mean the estate of the City created by this Sublease upon and subject to all the terms and conditions of this Sublease but expressly excluding the ARAJPB's lease interest with BP Products North America Inc.; "Lending Institution" shall mean a national bank, insurance company, pension fund, major financial lending institution, or other entity generally recognized as a source of construction and/or permanent mortgage financing with reasonably sufficient assets and net worth as determined by the ARAJPB. Any such Leasehold Mortgage shall be subject to and subordinate to the rights of the ARAJPB hereunder in accordance with all the terms and conditions of this Sublease.

C. The right of the City or the City's sub-lessee to mortgage its interests under this Sublease shall be subject to fulfillment of all of the following conditions.

- i.** The City or the City's sub-lessee shall notify the ARAJPB of the existence and identity of any respective Leasehold Mortgagee and provide the ARAJPB with a copy of all recorded instruments constituting the Leasehold Mortgage. No holder of a Leasehold Mortgage ("Leasehold Mortgagee") on this Sublease shall have the rights or benefits mentioned in this Section, nor shall the provisions of this Section be binding upon the ARAJPB, unless and until the name and address of the Leasehold Mortgagee shall have been delivered in writing to the ARAJPB, which notice shall be joined in or confirmed in writing by the City or the City's sub-lessee for their respective Leasehold Mortgages, notwithstanding any other form of notice, actual or constructive.
- ii.** The Leasehold Mortgagee is either a Lending Institution or the holder of a Purchase Money Mortgage.

D. As to protection of Leasehold Mortgagees, if, the City or the City's successors or assigns, or the City's sub-lessee shall mortgage this Sublease or the City's sub-lease thereof in compliance with the provisions of this Section, then so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply.

- i.** No cancellation, surrender or modification of this Sublease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee; provided that such consent shall not be required in the event of a termination of this Sublease in accordance with this Section.
- ii.** The ARAJPB, upon providing the City or the City's sub-lessee any notice of: (i) default under this Sublease or the City's sub-lease; (ii) a termination of this Sublease or the City's sub-lease; or (iii) a matter on which the ARAJPB may predicate or claim a default, shall at the same time provide a copy of such notice to every Leasehold Mortgagee of which the ARAJPB

has been provided notice in accordance with this Section. No such notice by the ARAJPB to the City or the City's sub-lessee shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Leasehold Mortgagee of which the ARAJPB has been provided notice in accordance with Section herein. From and after the date such notice has been given to Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given the City or the City's sub-lessee after the giving of such notice to the City or the City's sub-lessee, plus in each instance the additional periods of time specified in this Section to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are specified in such notice. The ARAJPB shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by the City or the City's sub-lessee as the case may be. The City or the City's sub-lessee shall authorize each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Leased Premises by the Leasehold Mortgagee for such purpose.

iii. Anything contained in this Sublease to the contrary notwithstanding, if any default shall occur which entitles the ARAJPB to terminate this Sublease, the ARAJPB shall have no right to terminate this Sublease unless, following the expiration of the period of time given the City or the City's sub-lessee to cure such default or the act or omission which gave rise to such default, the ARAJPB shall notify every Leasehold Mortgagee (a "Termination Notice") of its intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least ninety (90) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money (the "Termination Notice Period"). The provisions of this Section shall apply only if, during such 30 or 90 day Termination Notice Period, any Leasehold Mortgagee shall:

- 1.** Notify the ARAJPB of such Leasehold Mortgagee's desire to nullify such notice;
- 2.** Pay or cause to be paid all Rent and other payments then due and in arrears and which may become due during the Termination Notice Period as specified in the Termination Notice to such Leasehold Mortgagee;
- 3.** Comply or in good faith, with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of this Sublease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee;

4. Any notice to be given by the ARAJPB to a Leasehold Mortgagee pursuant to any provision of this Section shall be deemed properly addressed if sent to the Leasehold Mortgagee who provided a notice referred to above, unless notice of a change of Leasehold Mortgage ownership has been given to the ARAJPB in writing. the City or the City's sub-lessee

E. If the ARAJPB shall elect to terminate this Sublease by reason of any default of the City or the City's sub-lessee, and the Leasehold Mortgagee shall have proceeded in the manner provided for herein, the specified date for the termination of this Sublease as fixed by the ARAJPB in its Termination Notice shall be extended for a period of six (6) months, provided that such Leasehold Mortgagee shall, during such six (6) month period;

- i. Pay or cause to be paid the Rent, and other monetary obligations of City or the City's sub-lessee under this Sublease as the same become due, and continue its good faith efforts to perform all of City or the City's sub-lessee other obligations under this Sublease, including during any period during which the Leasehold Mortgagee is entitled to possession of the Leased Premises, the obligation to operate and maintain the Improvements and the Leased Premises, in accordance with the provisions of this Sublease.
- ii. If not enjoined or stayed, take steps to acquire or sell the defaulting City's or the City's sub-lessee's interest in this Sublease or the City's sub-lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same with due diligence.
- iii. If at the end of such six (6) month period such Leasehold Mortgagee is complying with this Section, this Sublease or the City's sub-lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell the defaulting City's or the City's sub-lessee's interest in this Sublease or the City's sub-lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this Section, however, shall be construed to extend either this Sublease or the City's sub-lease beyond the original terms thereof, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Sublease or the City's sub-lease shall continue in full force and effect as if either City or the City sub-lessee had not defaulted under this Sublease.
- iv. If a Leasehold Mortgagee is complying with this Section, upon the acquisition of City's or the City's sub-lessee's Leasehold Estate herein by such Leasehold Mortgagee or its designee

or any other purchaser at a foreclosure sale or otherwise and the discharge of any lien, charge or encumbrance against City's or the City's sub-lessee's interest in this Sublease or the City's sub-lease or the Leased Premises which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which either the City or the City's sub-lessee is obligated to satisfy and is charged by reason of the terms of this Sublease, this Sublease shall continue in full force and effect as if either the City or the City's sub-lessee had not defaulted under either this Sublease or the City's sub-lease.

- v. For the purposes of this Section, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Sublease or the Leasehold Estate, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Sublease or of the Leasehold Estate so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of City or the City sub-lessee to be performed hereunder, but the purchaser at any sale of this Sublease and of the Leasehold Estate in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Sublease and of the Leasehold Estate under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be an assignee or transferee within the meaning of this Sublease and any sub-lease by the City and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the City or the City's sub-lessee to be performed hereunder from and after the date of such purchase and assignment.
- vi. If the Leasehold Mortgagee shall become holder of the Leasehold Estate and if the Leased Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or such designee shall be obligated to repair, replace or reconstruct the improvements only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or such designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the improvements to the extent required herein and should the Leasehold Mortgagee or such designee choose not to fully reconstruct the improvements to the extent required by this Sublease, such failure shall entitle the ARAJPB to terminate this Sublease and the City's sublease, and the net insurance proceeds shall be distributed to the ARAJPB.
- vii. Any Leasehold Mortgagee or other acquirer of the Leasehold Estate pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring the City's or the City's sub-lessee's Leasehold Estate, without further consent of the ARAJPB, sell and assign the Leasehold Estate on such terms and to such persons and organization as are

acceptable to such Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Sublease; provided that the assignor shall have complied with all the requirements described in herein; and further provided such assignee has delivered to the ARAJPB its written agreement to be bound by all of the provisions of this Sublease, including any and all restrictions on further assignments, alienation, subletting, and further transfers of its interests hereunder.

- viii.** Notwithstanding any other provisions of this Sublease, any sale of this Sublease and of the Leasehold Estate in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Sublease and of the Leasehold Estate in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be a permitted sale, transfer or assignment of this Sublease or under the City's sub-lease and of the Leasehold Estate.

F. In the event of any proceeding by the ARAJPB or the City under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

- i.** If this Sublease is rejected in connection with a bankruptcy proceeding by the City or the City's sub-lessee or a trustee in bankruptcy for either the City or the City's sub-lessee, such rejection shall be deemed an assignment by City or the City's sub-lessee to the Leasehold Mortgagee (or if there is more than one Leasehold Mortgagee, to the one highest in priority) of the Leasehold Estate and all of City's or the City's sub-lessee's interest under this Sublease, in the nature of an assignment in lieu of foreclosure, and this Sublease shall not terminate and the Leasehold Mortgagee shall have all the rights of the Leasehold Mortgagee under this Section as if such bankruptcy proceeding had not occurred, unless such Leasehold Mortgagee shall reject such deemed assignment by notice in writing to the ARAJPB within thirty (30) days following rejection of this Sublease by the City or the City's sub-lessee or their respective trustee(s) in bankruptcy. If any court of competent jurisdiction shall determine that this Sublease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by the City or the City's sub-lessee or their respective trustee(s) in connection with any such proceeding, the rights of any Leasehold Mortgagee to a New Lease from ARAJPB pursuant to this Section shall not be affected thereby.

26. Default

A. The occurrence of any of the following shall constitute a default and breach of this Sublease Agreement by the City or the City's sub-lessee:

- i.** Any failure by the City or the City's sub-lessee to pay the Impositions, rents, or additional rent required to be paid hereunder by the City or the City's sub-lessee ; or
- ii.** Any failure by the City or the City's sub-lessee to effect, maintain, increase, or renew any insurance required hereunder by the City or the City's sub-lessee ; or
- iii.** Any failure by the City or the City's sub-lessee to pay the sum or sums for which the City or the City's sub-lessee shall become liable in its indemnity and defense of the ARAJPB hereunder; or
- iv.** Any failure by the City or the City's sub-lessee to comply with institutional or engineering controls, zoning resolutions, regulations, or restrictions applicable to the Leased Premises, or any part thereof, that are consistent with the requirements of the Development Protocols and the Existing Encumbrances and restrictions; or
- v.** Any failure by the City or the City's sub-lessee to fully and promptly comply with any of the terms or conditions contained in this Sublease Agreement, specifically including, but not limited to, the Use Restrictions.

B. Upon default by the City or the City's sub-lessee, the ARAJPB shall give written notice to the respective defaulting party, and the defaulting party shall have forty-five (45) business days in which to cure such default. In the event the defaulting party fails to timely cure such default, then in addition to all other remedies available to the ARAJPB at law or in equity, which shall include the right of specific performance, the ARAJPB may terminate this Sublease Agreement or the City's sub-lease and all rights of the City or the City's sub-lessee. Upon such termination of this Sublease Agreement or the City's sub-lease by the ARAJPB, the City or the City's sub-lessee shall quit the Leased Premises and peaceably surrender possession and occupancy thereof to the ARAJPB. Upon default by the City or the City's sub-lessee, the City or the City's sub-lessee shall be deemed to have waived and released any and all claims and demands for damages, loss, injury, expenses, costs and fees of every kind and nature whatsoever arising out of or resulting from such termination of this Sublease Agreement or the City's sub-lease by the ARAJPB.

C. Upon a default or breach of any term of this Sublease Agreement by the ARAJPB hereunder, the City or the City's sub-lessee, as to their respective interests, shall give written notice thereof to the ARAJPB, and the ARAJPB shall have forty-five (45) business days in which to cure such default. In the event the ARAJPB fails to timely cure such default, the City or the City's sub-lessee shall have all of the rights and remedies provided by law or equity including termination of this Sublease Agreement or the City's sub-lease. Upon default by the ARAJPB, the ARAJPB hereby waives and releases any and all claims and demands for damages, loss, injury, expenses, costs and fees of every

kind and nature whatsoever arising out of or resulting from such termination of this Sublease Agreement or the City's sub-lease by the City or the City's sub-lessee.

D. Except as otherwise expressly provided herein, the rights and remedies given herein to the ARAJPB and the City or the City's sub-lessee shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights reserved to the ARAJPB or to the City or the City's sub-lessee under the provisions of this Sublease Agreement or the City's sub-lease or given to the ARAJPB or to the City or the City's sub-lessee by operation of law.

27. Nonwaiver

No failure by any Party to enforce any default or breach by the other Party of any term, covenant, condition, restriction, or agreement herein, and no failure by any Party to exercise any right, power, or remedy in respect of any default or breach hereunder, shall constitute a waiver or relinquishment by such Party for the present or future enforcement of any such term, covenant, condition, restriction, or agreement or of any subsequent breach of any such term, covenant, condition, restriction, or agreement, nor shall it bar any right or remedy of such Party in respect of any such subsequent breach, nor shall the receipt of any sum payable hereunder, or any portion thereof, operate as a waiver of the rights of the payee to enforce the payment of any other sum then or thereafter in default, or to terminate this Sublease, or to recover the Leased Premises, or to invoke any other appropriate right, power, or remedy that a Party may select as herein or which is by law provided. This provision shall apply to any sub-lessee of the City.

28. Force Majeure

The time within which a Party shall be required to perform any act under this Sublease, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, failure, or inability to secure materials or labor by reason of priority or similar regulation or order of any Governmental Authority, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of such Party, excluding, however, the inability or failure of such Party to obtain any financing or appropriations which may be necessary to carry out its obligations. Notwithstanding the foregoing, unless the Party entitled to such extension shall give notice to the other Party of its claim to such extension within ten (10) business days after the notifying Party learns that the event giving rise to such claim shall have occurred, there shall be excluded in computing the number of

days by which the time for performance of the act in question shall be extended, the number of days which shall have elapsed between the occurrence of such event and the actual giving of such notice. This provision shall apply to any sub-lessee of the City.

29. Expenses

The ARAJPB shall reimburse the City or the City's sub-lessee upon demand for all reasonable expenses, excluding attorneys' fees, incurred by the City or the City's sub-lessee in connection with any action or litigation to enforce any obligation of the ARAJPB which is in default under this Sublease Agreement, or in connection with the termination of this Sublease Agreement by reason of a default of the ARAJPB, or the protection of City's or the City's sub-lessee's rights hereunder, or any litigation or dispute in which City or the City's sub-lessee becomes a party or otherwise becomes involved, without fault on its part, relating to the Leased Premises, or the City's or the City's sub-lessee rights or obligations hereunder. If the interest of the ARAJPB hereunder shall hereafter be held by more than one person, corporation, or other entity, and if litigation shall arise by reason of a dispute among such persons, corporations, or other entities, and if City or the City's sub-lessee is made a party to such litigation without the City's or the City's sub-lessee's consent, then the ARAJPB shall reimburse the City upon demand for all reasonable expenses, excluding reasonable attorneys' fees, incurred by the City or the City's sub-lessee in connection with any such litigation.

30. ARAJPB's Expenses

The City, for the City's improvements, or the City's sub-lessee for its improvements shall reimburse the ARAJPB upon demand for all reasonable expenses, excluding reasonable attorneys' fees, incurred by the ARAJPB in connection with the collection of any rent or Impositions due and payable hereunder, or in connection with any action or litigation to enforce any obligation of the City or the City's sub-lessee which is in default under this Sublease, or in connection with the termination of this Sublease by reason of a default of City or the City's sub-lessee, or the protection of the ARAJPB's rights hereunder, or any litigation or dispute arising due to City or the City's sub-lessee use and occupancy of the Leased Premises in which the ARAJPB becomes a party or otherwise becomes involved, without fault on its part, relating to the Leased Premises, or the ARAJPB's rights or obligations hereunder.

31. Termination and Surrender

A. Except as provided in Section 37 herein, on the last day of the Lease Term of this Sublease Agreement or the City's sub-lease, or any extension thereof, or upon any earlier termination of this Sublease Agreement or the City's sub-lease, all right, title and interest of the City or the City's sub-lessee in and to the Leased Premises shall cease and terminate, and all right, title and interest thereto, including all improvements thereon, shall vest in the ARAJPB. No further deed or other instrument shall be necessary to confirm the vesting in the ARAJPB of quiet title to the Leased Premises.

B. Upon any termination of this Sublease Agreement, the City, or the City's sub-lessee, upon request of the ARAJPB, shall execute, acknowledge, and deliver to the ARAJPB a recordable deed confirming that all of the right, title, and interest of the City or the City's sub-lessee in or to the Leased Premises has terminated and expired, and that title thereto has vested in the ARAJPB. Upon termination, the City or the City's sub-lessee shall truly quit the Leased Premises and peaceably surrender and deliver up the Leased Premises and, for cases of early termination, the City's or the City's sub-lessee's improvements upon the Leased Premises, into the possession and use of the ARAJPB, without fraud or delay and in good order, condition, and repair, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the Effective Date of the Lease Term of this Sublease Agreement and those, if any, created by the ARAJPB, without any payment or allowance whatsoever by the ARAJPB on account of or for any of the City or the City's sub-lessee's Improvements or other buildings, improvements, and occupancies erected, maintained, or existing on the Leased Premises at the time of the termination, or for the contents thereof or appurtenances thereto. **PROVIDED HOWEVER**, the ownership of any public water, sewer, or street improvements related to the Leased Premises shall remain the sole and separate property of the City.

32. Hold Harmless

The ARAJPB and the City, due to the Wyoming Governmental Claims Act, hereby agree to indemnify and hold each other and the City's sub-lessee harmless from any and all liability for personal injury, death, or property damage arising or resulting from their respective use of the Leased Premises for which they have liability pursuant to the Wyoming Governmental Claims Act.

The City's sub-lessee shall indemnify, defend, and hold harmless the ARAJPB, the City, and the Leased Premises from and against all claims and liabilities arising by virtue of or relating to any construction and any other improvements or repairs made at any time to the Leased Premises, including repairs, restoration and rebuilding, and all other activities of the City's sub-lessee on or with respect to the

Leased Premises. If the City or the City's sub-lessee is required to defend any action or proceeding pursuant to this Sublease to which action or proceeding the ARAJPB is made a party and the ARAJPB reasonably believes that the interest of either the City or the City's sub-lessee and the ARAJPB conflict or are divergent, then the ARAJPB shall also be entitled to appear, defend, or otherwise take part in the matter involved, at its election, by counsel of its own choosing, and to the extent the ARAJPB is indemnified under this Sublease, the City's Sub-lessee shall bear the costs of the ARAJPB's separate defense, including reasonable attorneys' fees.

33. Indemnification

A. The City's sub-lessee shall agree, in any sub-lease from the City, to indemnify, defend and hold the ARAJPB and the City harmless from and against any and all demands, claims, liabilities, losses, costs, expenses, actions, causes of action, damages or judgments, and all reasonable expenses incurred in investigating or resisting the same (including, without limitation, reasonable attorneys' fees and disbursements) to the extent arising or alleged to arise from: (i) injury to person or to property occurring within or about the Leased Premises, the Existing Improvements or any other improvements on the Leased Premises; (ii) City's sub-lessee, its employees, agents, invitees or sublessee's acts or omissions relating to the use or occupancy of the Leased Premises, the Existing Improvements, or any other improvements on the Leased Premises; (iii) a breach or default by the City's sub-lessee in the performance of any of its obligations under this Sublease; or (iv) the City's sub-lessee's violation of any applicable law or statute relating to the Leased Premises, the Existing Improvements or any other improvement on the Leased Premises or their use or occupation; provided, however, that the ARAJPB shall not be released from and shall indemnify, defend, protect and hold the City's sub-lessee harmless from all damages, liabilities, judgments, actions, claims, , consultants' fees, payments, costs and expenses to the extent arising from the acts or omissions of the ARAJPB, its employees or agents or through breach of the ARAJPB's obligations under this Sublease or the City's sub-lease to the extent that the ARAJPB has liability under the Wyoming Governmental Claims Act.

B. The City's sub-lessee shall agree, the neither the ARAJPB or the City shall be liable for injury to City's sub-lessee's business or any loss of income therefrom for damage to the goods, wares, merchandise or other property, or for consequential damages of the City's sub-lessee, or its employees, agents, contractors, invitees, sublessees of the City's sub-lessee or any other person in or about the Leased Premises, the Existing Improvements, or any other improvements on the Leased Premises.

34. Notices

Any notice, demand, election, payment, or other communication (hereafter collectively referred to as "Messages") with the ARAJPB or the City required to be given pursuant to the provisions of this Sublease Agreement shall be sent by registered or certified mail, return receipt requested, and the giving of such Messages shall be deemed complete on the fifth (5th) business day after the same is deposited in the United States Post Office with postage, charges prepaid, enclosed in a securely sealed envelope addressed to the person intended to be given such Messages at the respective addresses set forth below or to such other address as such Party may theretofore have designated by notice.

ARAJPB: Amoco Reuse Agreement Joint Powers Board
2435 King Boulevard STE 249
Casper, WY 82604

City of Casper: City Manager's Office
City Hall
200 N. David
Casper, WY 82601

35. Amendment or Modification of Sublease Agreement

This Sublease Agreement may be amended, changed or modified only by an agreement in writing signed by the Parties.

36. Lease Subject to Approval by BP

This Sublease Agreement and the City's sub-lease(s) are subject to the August 1, 2000 Lease Agreement between the Amoco Oil Company, a Maryland corporation, predecessor in interest to BP Products North America Inc. and the Amoco Reuse Agreement Joint Powers Board. Therefore, this Sublease and the City's sub-lease(s) are subject to BP Products North America Inc. written consent to said Sublease Agreement and the City's sub-lease(s). Should BP Products North America Inc. not consent to this Sublease Agreement and the City's sub-lease(s), then this Sublease Agreement the respective City sub-lease(s) shall be null and void.

37. Conversion of Land From Lease to Fee Simple

In the event that BP conveys the property in fee simple to the ARAJPB and if the City has elected and made a single one-time rental payment, the ARAJPB shall execute a Quitclaim Deed of said property to the City. The City's sublessee will continue to pay the monthly common area maintenance fees agreed to by the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Sublease Agreement to be executed as of the day and year first above written.

WITNESS:

AMOCO REUSE AGREEMENT
JOINT POWERS BOARD

WITNESS:

City of Casper, Wyoming

Paul L. Meyer, Mayor

APPROVED AS TO FORM AND CONTENT:

BP PRODUCTS NORTH AMERICA INC.

Date:

TITLE

RESOLUTION NO. 14-176

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A SUBLEASE AGREEMENT WITH AMOCO REUSE
AGREEMENT JOINT POWERS BOARD FOR REAL
PROPERTY LOCATED WITHIN THE PLATTE RIVER
COMMONS

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

WHEREAS, the Amoco Reuse Agreement Joint Powers Board (ARAJPB), a joint powers board duly created by agreement between the Board of County Commissioners of Natrona County and the City of Casper, leases certain real property known as the Platte River Commons, the site of the former AMOCO refinery; and

WHEREAS, ARAJPB endeavors to redevelop and reuse the Platte River Commons area;
and

WHEREAS, the City of Casper endeavors to promote and support the redevelopment and reuse of the Platte River Commons area as part of the City Council's Goals to support economic development in the community; and

WHEREAS, in its commitment to support economic development the City has undertaken a commitment to act as an intermediary in the future subleasing of a certain parcel of property located within the Platter River Commons; and

WHEREAS, the City has the right, power and authority to enter into a sublease of real property and is willing to execute such a sublease.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER That the Mayor is hereby authorized and directed to execute and the City Clerk to attest a sublease for certain real property located within the Platte River Commons and described in the sublease, with such sublease commencing in 2014 and ending in 2099, unless terminated earlier, for a total rent of \$5,096,520 (Five Million Ninety-Six Thousand Five Hundred and Twenty Dollars) for the full term of the sublease.

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

Sublease Agreement with ARAJPB
APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer

SUBJECT: Amendment No. 1 with Stantec Consulting Services Inc.
North Platte River Restoration Project, No. 12-51

Recommendation:

That Council, by resolution, authorize Amendment No. 1 to the contract for professional services with Stantec Consulting Services Inc. (Stantec), for additional design services for the North Platte River Restoration Project, No. 12-51, in an amount not to exceed \$124,000, for a total contract amount of \$294,000.

Summary:

The City entered into an agreement with Stantec on June 19, 2012, to provide design services to restore two stretches of the North Platte River. The first stretch is generally located between the Poplar Street Bridge and the railroad bridge, adjacent to Jonah Bank and First Street. The second stretch of river is generally located between the "F" Street bridge and the North Casper ball fields, adjacent to Crossroads Park and North Platte River Park.

As plans were being finalized for the First Street site, BP Amoco and the Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (DEQ) expressed concern over the extent of channel cut and fill activities proposed in the river between Poplar Street and First Street. Both BP and DEQ are concerned about the potential release of hydrocarbons from river sediment into the river and the possibility that the barrier wall will be compromised.

To accommodate BP and DEQ, Stantec was asked to provide a revised scope and fee to include bank stabilization, beautification, removal of non-native vegetation, and replanting of the riparian zone with native vegetation between Poplar Street and First Street. This will be accomplished without any major grading activities. A complete redesign is also required downstream of First Street to the railroad bridge to account for the upstream design changes.

Stantec has provided a cost of \$60,000 to redesign the stretch of river upstream of First Street and a cost of \$64,000 to redesign the stretch of river downstream of First Street. As BP expressed their concerns so late during the design process, they have agreed to pay 100% of the upstream redesign costs - \$60,000, and to split the downstream redesign cost 50/50 - \$32,000 - with the City. The City's portion of the redesign fee will be recouped by the construction savings realized with the revised design.

The Engineering Office has reviewed Stantec's fees, and finds them reasonable given the required commitment to get the site upstream of First Street designed in time for award and construction this fall. City staff recommends that Council authorize the contract extension using the funds from BP and the one-time funds budgeted for the project.

A resolution is prepared for Council's consideration.

AMENDMENT NO. 1
TO THE
CONTRACT FOR PROFESSIONAL SERVICES
WITH THE
CITY OF CASPER
FOR ADDITIONAL ENGINEERING SERVICES
FOR THE
NORTH PLATTE RIVER RESTORATION
PROJECT NO. 12-51

The City of Casper, Owner, hereby authorizes Amendment No. 1 to the Contract for Professional Services with Stantec Consulting Services Inc., for the North Platte River Restoration, Project No. 12-51, dated June 19, 2012, to extend the amount of compensation to the Engineer by an amount not to exceed One Hundred Twenty-Four Thousand Dollars (\$124,000). The total amount of compensation for the contract, including this Amendment, shall not exceed Two Hundred Ninety-Four Thousand Dollars (\$294,000) without written approval from the Owner.

It is agreed that the increase in the cost ceiling shall be reasonable compensation for performing additional design services as discussed in Stantec's re-design scope of services dated May 8, 2014, and May 15, 2014, attached hereto and marked as Exhibit "A."

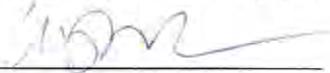
The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

Amendment No. 1, as described herein, is agreed to and accepted by the parties executing below:

For the Owner, the City of Casper,

dated this ____ day of _____, 2014.

APPROVED AS TO FORM:



By: _____
Paul L. Meyer

Title: Mayor _____

Attest: _____
V.H. McDonald

Title: City Clerk _____

For the Engineer, Stantec Consulting Services Inc.,

dated this ____ day of _____, 2014.

By: _____

Title: _____

Attest: _____

Title: _____

SCOPE OF SERVICES

Redesign For Downstream of the 1st Street Bridge – North Platte River Restoration, Casper

May 15, 2014

Background:

The City of Casper has requested a scope of services from Stantec Consulting Services Inc. (Stantec) for redesign services, which will result in a contract amendment, related to the North Platte River Restoration, in the 1st Street Bridge Area. The project was previously designed by Stantec, but changes are required due to new information related to petroleum contamination in the project area upstream of the 1st Street Bridge. This scope of work is only for design services downstream of the 1st Street Bridge, it is assumed that this section of the project will be constructed during the 2015 construction window.

The goal for this project between the 1st Street Bridge and the Railroad Bridge include: fish habitat improvement, bank stabilization, removal of rip rap/concrete on banks, removal of non-native vegetation, and replanting of the riparian zone with native vegetation.

The Stantec Team [Stantec and SWCA] (hereafter: Stantec) will accomplish these goals through the following tasks.

TASK 1: Project Meetings and Communication

Stantec will attend two (2) meetings that will be dictated by project milestones. The project milestones will be determined by Stantec and the City of Casper.

TASK 2: Geomorphic Assessment of Existing Conditions

Stantec will reevaluate the existing conditions geomorphology to determine the potential restoration options of the river given the new project constraints.

TASK 3: Design

Stantec will design the two proposed projects to the meet the goals and objectives outlined above. The final design will be sealed by a Stantec State of Wyoming Professional Engineer.



TASK 3.1: 50% Design

Due to the accelerated pace of this project, Stantec will start with preparing a design (50%) submittal that will include design drawings (11" x 17" sheets). The design drawings (11" X17" sheets) will include plan views illustrating the proposed stream alignment, typical cross sections (pool and riffle), profile of the stream alignment, cross sections at specific intervals, details and structure placement tables.

TASK 3.2: 90% Design Drawings

Stantec will prepare a detailed design (90%) submittal after receiving comments from the 50% design review that will include detailed design drawings (11" x 17" sheets) and specifications, SWPPP (stormwater pollution prevention plan) if necessary, and a construction cost estimate. The detailed design drawings (11" x 17" sheets) will include plan views illustrating the proposed stream location, revegetation plan, proposed stream profile, typical riffle and pool cross-sections, cross sections at specific intervals, details and structure placements. Written specifications and opinion of probable costs will be included.

TASK 3.3: Final Design Drawings

Final design drawings will be prepared following incorporation of final comments on the 90% design drawings. The detailed design drawings (11" x 17" sheets) will include plan views illustrating the proposed stream location, revegetation plan, proposed stream profile, typical riffle and pool cross-sections, cross sections at specific intervals, details, structure placements, written specifications and opinion of probably cost.

TASK 3.4: Sediment Transport Analysis

Sediment transport analyses focusing on competency and capacity will be performed for the 50% design as well as the final design. These analyses will be performed to aid in developing a stable dimension, pattern and profile for the designed channel.

TASK 3.5: Hydrologic and Hydraulic Modeling

Watershed hydrology and hydraulics will be modeled to evaluate the effects of the alternative solutions on water surface elevations. In addition, the modeling will be used to assist with the determination of bankfull discharge and to evaluate the effectiveness of the proposed design. All modeling will be performed using HEC-RAS using the existing LIDAR data. Water surface profiles will be determined for the 100 year flood event. It is assumed at this point in time that a CLOMR will not be needed for the proposed work. A no-rise in water surface elevation will be achieved for the 100 year storm event.

TASK 4: Permits

As outlined in the Master Plan document, implementation of river restoration projects including the creation and/or fill of waters of the U.S. would require 1) consultation with the U.S. Army Corp of Engineers (USACE) under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act; and 2) review and water quality certification from the Wyoming Department of



Environmental Quality (WDEQ) under Section 401 of the Clean Water Act. Permitting requirements can be fulfilled jointly when authorized under a Nationwide Permit.

Preconstruction notification with the USACE will be completed once each project area is at 50% design phase. It is assumed the projects will be authorized under Nationwide Permit (13) Bank Stabilization and Nationwide Permit (27) Stream and Wetland Restoration Activities.

Preconstruction notification with the USACE would need to be completed once resource surveys are completed and each project area is at 50% design phase. During the preconstruction notification process, Stantec will coordinate with the USACE to determine if the project can be authorized under Nationwide Permit (27) Stream and Wetland Restoration Activities or if they will require an individual permit. Stantec assumes the proposed project can be authorized under an applicable Nationwide Permit or the alignment or design can be adjusted to reflect wetland avoidance and minimization. Stantec assumes that no mitigation or monitoring plan will be required for this project.

A report of the findings will also be submitted to the USACE and serve as the preconstruction notification (PCN). Following the preconstruction notification, Stantec will coordinate with the USACE to determine if the project can be authorized under a nationwide permit.

Deliverables:

- Engineered sealed plan set that includes: Proposed river alignment, bank treatments (where necessary), proposed profile (where necessary) typical riffle and pool cross sections, in-stream structures (where necessary), planting plan, invasive vegetation management plan, erosion and sediment control plan, all applicable details
- Technical specifications
- Opinion of probable construction cost
- Wetland delineation report
- Graphical illustration of the potential Waters of the US in the project area
- HEC-RAS no-rise certification for the 100 YR storm event in the project area
- Nationwide permit application

Schedule:

The schedule will be discussed and agreed upon by Stantec and the City of Casper.

Provisions:

- Stantec will have open access to publicly owned property
- Stantec will have electronic access to all physical, planning, and engineering information known and generated for the property to date
- Project shall be drafted in AutoCAD
- The river project is approximate total length of 1100 LF
- Stantec will respond to one (1) set of comments on 50% design and 90% design
- Permit application fees, if necessary, will be paid by the City of Casper
- Stantec does not guarantee the opinion of probably construction cost



- Delays due to landowner access coordination, weather, etc., are not included in this cost estimate
- Stantec does not guarantee that permits will be received
- One (1) foot LIDAR data is available for the project area
- This scope does not include post construction monitoring
- A CLOMR or LOMR is not needed for the proposed work
- A HEC-18 (scour) analysis will not be required for any bridge structures
- A no-rise will be achieved for the 100 year storm event
- The project can be authorized under a Nationwide Permit
- Construction observation is not included in this cost estimate

Total Cost

\$64,000.00

SCOPE OF SERVICES

**Redesign
For
Upstream of the 1st Street Bridge – North Platte River Restoration, Casper
May 8, 2014**

Background:

The City of Casper has requested a scope of services from Stantec Consulting Services Inc. (Stantec) for redesign services, which will result in a contract amendment, related to the North Platte River Restoration, in the 1st Street Bridge Area. The project was previously designed by Stantec, but changes are required due to new information related to petroleum contamination in the project area upstream of the 1st Street Bridge. This scope of work is only for design services upstream of the 1st Street Bridge, it is assumed that this section of the project will be constructed during the 2014 construction window.

The goals for the project upstream of the 1st Street Bridge include: bank stabilization, beautification, removal of non-native vegetation, and replanting of the riparian zone with native vegetation. No major grading activities can take place upstream of the 1st Street Bridge. Therefore no major channel realignments, cross sectional area adjustments and profile adjustments are possible. Bank sloping and the development of a bankfull bench is planned on the left bank (looking downstream).

The Stantec Team [Stantec and SWCA] (hereafter: Stantec) will accomplish these goals through the following tasks.

TASK 1: Project Meetings and Communication

Stantec will attend two (2) meetings that will be dictated by project milestones. The project milestones will be determined by Stantec and the City of Casper.

TASK 2: Geomorphic Assessment of Existing Conditions

Stantec will reevaluate the existing conditions geomorphology to determine the potential restoration options of the river given the new project constraints.

TASK 3: Design

Stantec will design the two proposed projects to the meet the goals and objectives outlined above. The final design will be sealed by a Stantec State of Wyoming Professional Engineer.



TASK 3.1: 50% Design

Due to the accelerated pace of this project, Stantec will start with preparing a design (50%) submittal that will include design drawings (11" x 17" sheets). The design drawings (11" X17" sheets) will include plan views illustrating the proposed stream alignment, typical cross sections (pool and riffle), profile of the stream alignment, cross sections at specific intervals, details and structure placement tables.

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Stantec will prepare a detailed design (90%) submittal after receiving comments from the 50% design review that will include detailed design drawings (11" x 17" sheets) and specifications, SWPPP (stormwater pollution prevention plan) if necessary, and a construction cost estimate. The detailed design drawings (11" x 17" sheets) will include plan views illustrating the proposed stream location, revegetation plan, proposed stream profile, typical riffle and pool cross-sections, cross sections at specific intervals, details and structure placements. Written specifications and opinion of probable costs will be included.

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Watershed hydrology and hydraulics will be modeled to evaluate the effects of the alternative solutions on water surface elevations. In addition, the modeling will be used to assist with the determination of bankfull discharge and to evaluate the effectiveness of the proposed design. All modeling will be performed using HEC-RAS using the existing LIDAR data. Water surface profiles will be determined for the 100 year flood event. It is assumed at this point in time that a CLOMR will not be needed for the proposed work. A no-rise in water surface elevation will be achieved for the 100 year storm event.

TASK 4: Permits

As outlined in the Master Plan document, implementation of river restoration projects including the creation and/or fill of waters of the U.S. would require 1) consultation with the U.S. Army Corp of Engineers (USACE) under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act; and 2) review and water quality certification from the Wyoming Department of



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Preconstruction notification with the USACE would need to be completed once resource surveys are completed and each project area is at 50% design phase. During the preconstruction notification process, Stantec will coordinate with the USACE to determine if the project can be authorized under Nationwide Permit (27) Stream and Wetland Restoration Activities or if they will require an individual permit. Stantec assumes the proposed project can be authorized under an applicable Nationwide Permit or the alignment or design can be adjusted to reflect wetland avoidance and minimization. Stantec assumes that no mitigation or monitoring plan will be required for this project.

A report of the findings will also be submitted to the USACE and serve as the preconstruction notification (PCN). Following the preconstruction notification, Stantec will coordinate with the USACE to determine if the project can be authorized under a nationwide permit.

Deliverables:

- Engineered sealed plan set that includes: Proposed river alignment, bank treatments (where necessary), proposed profile (where necessary) typical riffle and pool cross sections, in-stream structures (where necessary), planting plan, invasive vegetation management plan, erosion and sediment control plan, all applicable details
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Schedule:

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- Delays due to landowner access coordination, weather, etc., are not included in this cost estimate
- Stantec does not guarantee that permits will be received
- One (1) foot LIDAR data is available for the project area
- This scope does not include post construction monitoring
- A CLOMR or LOMR is not needed for the proposed work
- A HEC-18 (scour) analysis will not be required for any bridge structures
- A no-rise will be achieved for the 100 year storm event
- The project can be authorized under a Nationwide Permit
- Construction observation is not included in this cost estimate

Total Cost

\$60,000.00

RESOLUTION NO. 14-150

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES INC. FOR THE NORTH PLATTE RIVER RESTORATION PROJECT.

WHEREAS, Stantec Consulting Services Inc., under a contract for professional services dated June 19, 2012, is providing design services for the North Platte River Restoration Project; and,

WHEREAS, additional engineering services outside the original scope of work are required to redesign the First Street river restoration site; and,

WHEREAS, the City of Casper desires to extend the scope of work with Stantec Consulting Services Inc. to provide these additional services; and,

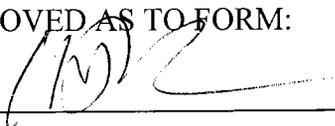
WHEREAS, Stantec Consulting Services Inc., is able and willing to provide those services as specified in Amendment No.1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the contract for professional services between the City of Casper and Stantec Consulting Services Inc., for additional engineering services associated with the North Platte River Restoration Project, in the amount of One Hundred Twenty-Four Thousand Dollars (\$124,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to an additional amount not to exceed One Hundred Twenty-Four Thousand Dollars (\$124,000), for a total contract amount of Two Hundred Ninety-Four Thousand Dollars (\$294,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Cynthia Langston, Solid Waste Division Manager
Andrew B. Beamer, P.E., City Engineer
Jason Knopp, P.E., Associate Engineer

SUBJECT: Contract for Professional Services With Golder Associates
Balefill Phytoremediation Project

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc., for engineering services to design a phytoremediation system to cleanup groundwater contamination associated with the closed unlined Balefill Phytoremediation Project, No. 14-32, in the amount of \$240,000.

Summary:

The Balefill is located in Section 35, Township 34 North, Range 79 West in Natrona County, Wyoming, on approximately 106.84 acres of land owned by the City of Casper. The Balefill is just east of Bryan Stock Trail, north of Metro Road, and north of the North Platte River. The City purchased approximately 40 acres of the Balefill property in 1954 and began landfill operations in 1960. Two additional parcels in the Balefill site were purchased in 1968 and 1970. A fourth parcel was given to the City in 1981. The Balefill stopped accepting waste and completed closure activities in 2009 including capping the unlined garbage north of Metro Road and east of Bryan Stock Trail.

In the mid 1990's, volatile organic compounds (VOCs) were found in groundwater wells down-gradient of garbage. The Wyoming Department of Environmental Quality (WDEQ) required the City of Casper to drill additional groundwater monitoring wells to assess the extent of contamination from the unlined balefill. In the last several years, VOCs and other inorganic leachate parameters (pollutants from municipal solid waste) were detected that exceed groundwater Maximum Concentration Levels (MCLs) allowed by WDEQ. Additional wells were installed in 2008 to determine how far downstream of the North Platte River the extent of contamination occurs.

Once the extent of the contamination was determined, an Assessment of Corrective Measures (ACM) was performed to determine the various options for remediation. As an outcome of the ACM study, it was determined that three (3) types of remediation systems should be implemented by the City to remediate groundwater contamination caused by the unlined landfill. One of the remediation systems includes design and implementation of a phytoremediation system between the source of contamination (Casper unlined Balefill) and the North Platte River, including some river restoration activities. Phytoremediation is the use of plants to cleanup contaminants in the soil and groundwater.

The mechanisms of phytoremediation include:

- Uses natural plant processes, therefore requiring less equipment and labor; easy to install and maintain
- Uptake of contaminants can be monitored by collection of tree tissue samples
- Native plants can increase the aesthetics of a site and increase public acceptance
- Phytoremediation has been successfully used at many sites across the country

The City of Casper selected and awarded a contract to Golder through a competitive request for proposal process to complete the ACM for the unlined Casper Balefill. Golder was selected based on their landfill remediation expertise and costs. City staff recommends retaining their services to complete the design of the Balefill Phytoremediation Project as determined by the ACM study.

Funding for this project has been budgeted in this fiscal year's budget and will be eligible for 75-100% reimbursement under the State of Wyoming's landfill remediation program.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2014, 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., (Golder), 44 Union Boulevard, Suite 300, Lakewood, Colorado, 80228 ("Consultant").

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

RECITALS

A. The City contracted Golder to complete the Assessment of Corrective Measures (ACM) as required by the Wyoming Department of Environmental Quality (WDEQ). As part of the ACM, phytoremediation was one of three (3) primary remediation systems determined to best cleanup the groundwater contamination caused by the City of Casper's closed unlined landfill. The City requires Golder's services to design a phytoremediation system including some river restoration to be consistent with the City's river restoration design upstream of the North Platte River Corridor identified as the City Landfill Contamination Plume.

B. The project requires professional services to design a phytoremediation system using plant species with the ability to uptake pollutants that are present in the ground water. In addition, this project requires undertaking environmental engineering, coordinating with WDEQ staff, and providing aquatic life and hydrology expertise.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project: design a phytoremediation system to cleanup groundwater contamination associated with the City's unlined closed balefill, provide support to the City for preparing construction bid

specifications including drawings and an engineered project cost estimate, and provide limited design oversight associated with Construction Quality Assurance activities to implement the design. See Exhibit "A."

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of December, 2014.

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 Two Hundred Forty Thousand Dollars (\$240,000).

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.

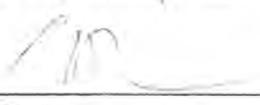
6. EXTENT OF CONTRACT:

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:
(Balefill Phytoremediation Design)



CONTRACTOR
Golder Associates, Inc.
44 Union Boulevard, Suite 300
Lakewood, Colorado 80228

CITY OF CASPER, WYOMING
A Municipal Corporation

By: 
Printed Name: MARK MCLAIN
Title: PRINCIPAL

Paul L. Meyer
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. 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. Worker's 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 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, material change, reduction

of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

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

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

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.

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.

April 18, 2014

RE: BALEFILL PHYTOREMEDIATION DESIGN, CITY PROJECT 14-32

Dear Mr. Jean:

Golder Associates Inc. (Golder) is pleased to provide this scope of work and cost estimate to design a phytoremediation system to cleanup existing groundwater contaminants emanating from the closed, unlined Casper Balefill. The impacted groundwater in the contamination plume contains both volatile organic compounds (VOCs) and inorganic contaminants that can be removed from groundwater prior to entering the North Platte River using phytoremediation. Because Stantec is currently working with the city of Casper (City) on a river restoration design for the North Platte River upstream of the contamination plume associated with the closed, unlined balefill, the City has asked Golder to consult or subcontract with Stantec to help insure the river restoration design is corporate into the phytoremediation design to insure the river vegetation and hydraulics remain consistent.

The following provides a brief scope-of-work, our estimated not-to-exceed costs, and labor rates for the personnel that will be conducting the work:

1.0 SCOPE OF WORK

Golder will provide consulting services to design a phytoremediation system to cleanup groundwater contamination associated with the city's unlined closed balefill, provide support to the City for preparing construction bid specifications including drawings and an engineered project cost estimate, and provide limited design oversight associated with Construction Quality Assurance activities to implement the design.

■ Task 1 – Design Phytoremediation System

Golder will prepare a Gantt chart illustrating the time of this project including four (4) meetings with the city and WDEQ staff throughout the project with two (2) addition meetings with the city. A project kickoff meeting, a 25% design meeting, a 50% design meeting, and a 90% design meeting will be conducted with the city and WDEQ staff at a minimum. Each meeting will require Golder to prepare a summary of decisions made to be distributed within ten (10) working days of the meeting. The final phytoremediation design will be provided to the city no later than December 31, 2014 including an engineered project cost estimate.

One electronic copy and three (3) paper copies of the final phytoremediation design will be provided to the city and WDEQ. The design of the phytoremediation system will include river restoration design for the North Platte River upstream of the contamination plume associated with the closed, unlined balefill. Golder will consult or subcontract with Stantec to help insure the river restoration design is corporate into the phytoremediation design to insure the river vegetation and hydraulics remain consistent with the upstream river channels. The following will be performed at a minimum to develop the phytoremediation system design.

Determine the location and configuration of wetlands to be constructed as a part of the river realignment and restoration designed by Golder in consultation with Stantec. Factors that will be evaluated in determining locations and configurations of constructed wetlands include existing water channels, water depth in existing channels, base flow

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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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rates of existing channels, excavation requirements, soil type and quality, existing plant species, native plant species, drainage basin size, etc. Criteria for annual evaluations (to occur for approximately the first five years after planting) will be assessed and recommendations for annual monitoring program will be developed and presented to the city and WDEQ for approval.

Golder will identify tree and other plant species to be used along the southern border of the closed balefill and the North Platte River banks to optimize phytoremediation including wetland areas. Plant characteristics that will be evaluated for the phytoremediation design include demonstrated efficacy of the plant, toxicity of contaminant to the plant, root type and shape, root depth, contaminant depth and distribution, monoculture or mixed species, native habitat, growing season, ability to reproduce, transpiration rate, growth rate, etc. Types of trees and plants that may be used in the phytoremediation design include poplars, willows, cottonwoods, and/or other phreatophytic trees and shrubs. Various native grasses and legumes, used to provide soil stabilization, will also be evaluated. Plants to be evaluated for the design of constructed wetland include plants consist of emergent and submerged species. Emergent species are rooted in shallow water with the majority of the plant biomass above water. Emergent plant species are easily harvested. Submerged species grow beneath the water surface and provide more biomass within the constructed wetlands.

The location and density of different plants will be included in the phytoremediation design. Based on the locations determined for plantings, the area of the planting locations and the selected plants, Golder will provide a design layout of planting locations and density. Initially a high density of plants will be placed to ensure an adequate amount of plants survive. Subsequent plantings can be performed to supplement non-surviving plants. Typical densities of trees such as poplar, willow, and/or cottonwood for use in phytoremediation range from 800 to 2,000 trees per acre.

As part of the phytoremediation design, Golder will provide to the city planting instructions and other technical guidance on sustaining plant growth and survival, and optimizing performance. Golder will prepare instructions and/or technical guidance including planting instructions for each type of plant selected. Golder will also provide information to optimize the survival and performance of the trees by evaluating the soil chemistry, groundwater levels, pest control, and annual rainfall. Additional information regarding replanting to sustain the plant populations will also be included.

Golder will develop a plant tissue monitoring plan to verify that the plants are removing organic and inorganic compounds. Recommendations for a monitoring plan will be developed to assess the efficiency of the phytoremediation. The monitoring plan will in general consist of evaluating organic concentrations using tree cores or *in planta* solid phase microextraction (SMPE) in correlation with the installation of a few monitoring wells. Tree cores/SPME can be collected quickly and easily and collection and analysis of tree cores is inexpensive. Tree cores or SPME can be analyzed in the field if field gas chromatograph is available. Tree cores/SPME can provide information where installation of an extensive monitoring well network or other invasive methods is not practical. The ratio of organic compounds to daughter products detected in tree cores/SPME can be examined to determine subsurface metabolic activity. Determining the subsurface metabolic activity can provide information of the reduction of sulfate within the subsurface and/or rhizosphere (root zone) of the plants. The monitoring plan will be developed using the following guidance and references:

- USGS. User's Guide to the Collection and Analysis of Tree Cores to Assess the Distribution of Subsurface Volatile Organic Compounds, Scientific Investigations Report 2008-5088
- Burken et al. 2011. Phytoforensics, Dendrochemistry, and Phytoscreening: New Green Tools for Delineating Contaminants from Past and Present, Environ. Sci. Technol.

- Limmer et al. 2013. Directional Phytoscreening: Contaminant Gradients in Trees for Plume Delineation Environ. Sci. Technol.

In addition to addressing organic compounds within the contaminant plume, phytoremediation will also affect the removal of inorganic constituents in the plume. For example, sulfate-reducing conditions would likely be present in the root zone (rhizosphere) of the plants which would reduce concentrations of sulfate by converting it to hydrogen sulfide (H₂S). Also, constructed wetlands would have an impact on sulfate reduction in anaerobic zones of the wetlands. Our recommendations for phytoremediation will also include the type, concentration, and location of inorganic constituents within the plume that would be beneficially impacted by optimizing phytoremediation.

Golder requests \$180,000 be allocated for design of the balefill phytoremediation system.

- Task 2 – Prepare Construction Level Bid Specifications

- Task 2a: Complete Bid Package

- Prepare a single bid package suitable for bidding/contracting including bid specifications and a design drawing package as directed by city engineering staff and the city solid waste manager. Golder requests \$40,000 be allocated for preparing the construction bid package in consultation with the city engineering staff.

- Task 2b: Assistance During Bidding Process

- Golder anticipates a lot of questions during the bidding phase. Therefore, Golder and the city's selected construction quality assurance contractor will provide construction support during the contract bidding process, including attending the pre-bid meeting in Casper sometime during the summer of 2016 and reviewing and responding to contractor questions during the bid period. Golder requests \$5,000 be allocated for bidding support.

- Task 3 – Provide Design Oversight Support During Construction

- Golder and the city's selected construction quality assurance contractor will recommend full-time field oversight of the construction work, based on the complexity of the contract line items relative to earth moving, planting, and river restoration activities. Golder anticipates that \$15,000 will be required for construction field oversight.

Golder/SWPW will perform the work above on a time and materials basis in accordance with the City's professional services agreement for City project 14-32, Balefill Phytoremediation Design. We will complete the design task by December 31, 2014, and the remaining tasks by December 31, 2016.

2.0 COSTS AND LABOR RATES

Golder proposes to conduct this work for a not-to-exceed price of \$240,000. The key personnel that will work on this project and their billing rates are provided below:

■ Amanda Derhake – Senior Project Engineer	\$140/hour
■ Mark McClain – Principal	\$190/hour
■ River Restoration Staff	\$150/hour
■ Administrative Staff	\$75/hour

We also charge a 2.5% office fee to cover office expenses including phone, copies, and mailing rather than tracking these specific charges for our projects.

If you have any questions on this proposed scope of work and costs, please feel free to call the undersigned at (303) 980-0540.

Sincerely,

GOLDER ASSOCIATES INC.



Amanda Derhake, PhD, PE
Senior Project Engineer



Mark McClain, PE
Principal

AD/MEM/ap

RESOLUTION NO. 14-151

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR ENGINEERING SERVICES FOR THE BALEFILL PHYTOREMEDIATION PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide engineering services to design a phytoremediation system to cleanup groundwater contamination associated with the closed unlined balefilll Phytoremediation Project, No. 14-32; and,

WHEREAS, Golder Associates, Inc., is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Golder Associates, Inc., in the amount of Two Hundred Forty Thousand Dollars (\$240,000.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Two Hundred Forty Thousand Dollars (\$240,000.00).

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 9, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director 
SUBJECT: Release of Local Assessment District (LAD) Liens

Recommendation:

That Council, by resolution, authorize the release of Local Assessment District (LAD) liens on the property(s) listed on Exhibit A, dated June 2, 2014.

Summary:

The lien amount against the property(s) listed on Exhibit A has been paid. Exhibit A contains the following Instrument number: 901815. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

A resolution has been prepared for Council's consideration.

LAD LIEN RELEASE INFORMATION

DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
5/19/2014	156	WESTWOOD #2	0	520	RUEBUSH, JAMES NEAL ET AL	1824 FREMONT AVENUE	901815
6/2/2014	156	WESTWOOD #2	0	379	CARDENAS, MIKE JR	1634 LARAMIE AVENUE	901815
5/20/2014	156	WESTWOOD #2	0	338	RICE, RICHARD	1711 KEARNEY AVENUE	901815
5/21/2014	156	WESTWOOD #2	0	342N 1.4 and 343S 57.9	RICE, RICHARD	1625 KEARNEY AVENUE	901815

RESOLUTION NO. 14-147

A RESOLUTION AUTHORIZING RELEASE OF LOCAL
ASSESSMENT DISTRICT LIENS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY
OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and
directed to execute, and City Clerk to attest the June 9, 2014 Release of Liens for
property(s) located in the Local Assessment District 156. Therein listed.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 30, 2014

MEMO TO: John C. Patterson, City Manager 
FROM: Doug Follick, Leisure Services Director 
Alan Kieper, Special Facilities Manager
Richard L. Young, Museum Supervisor II
SUBJECT: Historic Preservation Commission Grant Request

Recommendation:

That Council, by resolution, authorize submission of a grant application to the Wyoming State Historic Preservation Office, in the amount of \$4,000, to complete survey forms and the Wyoming Historic Architecture forms for the Old Yellowstone and Downtown areas of Casper.

Summary:

The Casper Historic Preservation Commission has been notified of left over Certified Local Government grant funds administered by the State Historic Preservation Office for 2015. They are very interested in applying for a grant in the amount of \$4,000.00 to complete the survey and inventory of the downtown and Old Yellowstone properties within the survey area. The current grant project lacked the funds to survey every building and only the most historically significant buildings were selected to be surveyed and inventoried. This left approximately 84 buildings unsurveyed. To accurately evaluate the streetscape and impact of projects in the downtown and Old Yellowstone District the complete historical documentation is helpful for planning.

At the completion of this project, the City of Casper, the Casper Historic Preservation Commission and the State Historic Preservation Office will have an up-to-date survey of downtown Casper buildings. This information will be available at the Fort Caspar Museum and will be shared with the City of Casper, the Casper Downtown Development Authority, and the Western History Center at the Casper College Library.

CERTIFIED LOCAL GOVERNMENT ANNUAL GRANT APPLICATION

PROJECT TITLE: Survey and Inventory of the Downtown and the Old Yellowstone District in Casper, Wyoming

Name of CLG commission: Casper Historic Preservation Commission

CLG Grant Administrator/Contact: Peggy Brooker

Title: Coordinator Work Phone: 307-577-5310 Home Phone: 307-234-4403

Address: 3519 Partridge Lane

Casper, WY 82604

Email: brooker@tribcsp.com

Board Chair Signature: _____

Name of chief elected official: Mayor Paul Meyer

Signature of chief elected official: _____

Date: _____ Phone: 307-235-8224

Mailing Address of chief elected official 200 N. David Street

Casper, WY 82601

PROJECT TYPE: (select one)

- Commission Member or Staff Training/Education
- Survey/Inventory
- Public Education
- National Register Nomination
- Historic Preservation Planning
- Other (See specific instructions at end)

FUNDS REQUESTED:

\$ 4,000.00 Federal Dollars
\$ 2,666.67 Matching Share: Cash
\$ _____ Matching Share: In-Kind
\$ 6,666.67 **Total Project Cost**

HISTORIC PRESERVATION GOALS

The goal of this project is to complete abbreviated survey forms, conduct courthouse research and photograph buildings that were not surveyed in the downtown area and the Old Yellowstone District during the 2013-14 grant project. When this project is complete all buildings within the downtown area and the core Old Yellowstone District will have been surveyed and inventoried. This will give the Casper Historic Preservation Commission and the City of Casper historic documentation of all buildings within the survey area. Approximately 84 buildings in the core Downtown District and the Old Yellowstone District will be considered the project area.

In 1988, Michael Cassity completed a project for the Casper Historic Preservation Commission which surveyed approximately 46 buildings in the downtown area. Mr. Cassity drafted a National Register district nomination; however, the nomination was never submitted to the State review board. As the requirements and standards have changed since 1988, and the State Historic Preservation Office has indicated Casper may now be a good candidate for a Downtown Historic District, the Casper Historic Preservation Commission would like to pursue the documentation necessary to prepare a Downtown Historic District National Register nomination.

Prior to the current grant project most of the buildings in the Old Yellowstone District had not been surveyed or inventoried. The Old Yellowstone District used to be a thriving business area with retail businesses located along the Yellowstone Highway. The Old Yellowstone District is just east of and adjacent to the Downtown Development Authority District. Investments are being made in the district and revitalization is taking place. This is a good time to survey and inventory the historic resources and encourage historic renovation of the buildings.

The survey and inventory will identify and evaluate Casper's historic resources in the core downtown area. Citizens and governments at all levels are recognizing that such resources have value and should be retained as functional buildings in a modern life style. The historic resources of a community give it its unique character and cultural depth. Each historic building and structure represents an investment that should not be discarded lightly; maintaining and rehabilitating older buildings can mean savings in energy, time, money and raw materials.

The information provided by this project will be vital to the City of Casper and the Downtown Development Authority in their pursuit to develop a "Brand" for Casper. By recognizing the importance of Casper's historic resources they can promote Casper as a destination for visitors and tourists as well as enhance the quality of life for residents. If the results of the survey and inventory indicate downtown Casper has sufficient historic resources to be a viable candidate for listing on the National Register of Historic Places, and the nomination is successful, district property owners would qualify for historic tax credits for renovation projects or improvements to their property.

PROJECT PRODUCTS

A professional historic preservation contractor will complete abbreviated survey forms, conduct courthouse research and photograph the buildings. These forms will include an architectural description, historic context and specific site history, a discussion of physical integrity and National Register status and photographs of the significant building elevations. Sketch maps and/or floor plans will be attached when available. Each building will be researched using Tax Assessor property records, title abstracts, building permits when available, Sanborn Fire insurance maps, newspapers and local informants. The contractor will also conduct local research at the Western History Center and the Fort Caspar Museum.

Each building will be recorded on a Wyoming Cultural Properties Form approved by the SHPO.

SCOPE OF WORK: Please attach to this form. You must include the following information in your Scope of Work: 1) a timeline, 2) description of products to be completed, and 3) who is responsible for completing products. This scope will be used to prepare the grant agreement with SHPO; therefore, please be specific and detailed with regard to CLG product and reporting responsibilities.

BUDGET & MATCH: Applicants shall provide a 40% cash and/or in-kind match of the total project cost. Categories to consider are personnel, consultant, travel costs, supplies, copy costs, newspaper ad for consultant, photography, printing, volunteer duties and hours, etc. Please be as detailed as possible.

	A	B	C		D
Project Activity	Federal Funds Requested	In-Kind Match	Cash Match	Source of Match	Total Project Cost
Hire a Consultant: Historian @\$52.00/hr. Assistant-@\$34/hr Mileage & Per Diem Copies & Photos	\$4,000				\$4,000.00
CLG Coordinator: Grant Administration approx. 9 months @ \$300.00/month			2,666.67	City of Casper, Wyoming	\$2,666.67
TOTALS	\$4,000.00		2,666.67		6,666.67

SCOPE OF WORK:

Specifically Identify Project Type and Product Type:

The Casper Historic Preservation Commission project is a survey and inventory of approximately 84 buildings located in the historic core of Casper, Wyoming. The boundary is more clearly defined as located within the Casper Downtown Development Authority boundary. Buildings just east of the Downtown Development Authority district located within the Old Yellowstone District will also be surveyed and inventoried.

The product will be an abbreviated Wyoming Cultural Properties Form for each building. Copies of a Full Wyoming Cultural Properties Form and an Abbreviated Wyoming Cultural Properties Form are attached for your review. The abbreviated forms will reflect the same general format and content as the full form, with the following exceptions: no narrative building description, no UTM coordinates, no more than 1 current photo required, and a brief history/significance statement.

Project

The Casper Historic Preservation Commission project is to complete a survey and inventory of buildings in the historic core area of downtown Casper and prepare an abbreviated Wyoming Cultural Properties Form for each building that has not already been surveyed during the 2013-2014 grant project.

The survey and inventory will identify Casper's historic resources in the core downtown area. Citizens and governments at all levels are recognizing that such resources have value and should be retained as functional

buildings in a modern life style. The historic resources of a community give it its unique character and cultural depth. Each historic building and structure represents an investment that should not be discarded lightly; maintaining and rehabilitating older buildings can mean savings in energy, time, money and raw materials.

In 1988, Michael Cassity completed a project for the Casper Historic Preservation Commission which surveyed approximately 46 buildings in the downtown area. Mr. Cassity drafted a National Register district nomination; however, the nomination was never submitted to the State review board. As the requirements and standards have changed since 1988, and the State Historic Preservation Office has indicated Casper may now be a good candidate for a Downtown Historic District, the Casper Historic Preservation Commission would like to pursue the documentation necessary to prepare a Downtown Historic District National Register nomination.

Prior to the current grant project most of the buildings in the Old Yellowstone District had not been surveyed or inventoried. The Old Yellowstone District used to be a thriving business area with retail businesses located along the Yellowstone Highway. The Old Yellowstone District is just east of and adjacent to the Downtown Development Authority District. Investments are being made in the district and revitalization is taking place. This is a good time to survey and inventory the historic resources and encourage historic renovation of the buildings.

The survey and inventory will identify and evaluate Casper's historic resources in the core downtown area. Citizens and governments at all levels are recognizing that such resources have value and should be retained as functional buildings in a modern life style. The historic resources of a community give it its unique character and cultural depth. Each historic building and structure represents an investment that should not be discarded lightly; maintaining and rehabilitating older buildings can mean savings in energy, time, money and raw materials.

The information provided by this project will be vital to the City of Casper and the Downtown Development Authority in their pursuit to develop a "Brand" for Casper. By recognizing the importance of Casper's historic resources they can promote Casper as a destination for visitors and tourists as well as enhance the quality of life for residents. If the results of the survey and inventory indicate downtown Casper has sufficient historic resources to be a viable candidate for listing on the National Register of Historic Places, and the nomination is successful, district property owners would qualify for historic tax credits for renovation projects or improvements to their property.

Product

The product is an abbreviated Wyoming Cultural Properties Form for approximately 84 buildings not surveyed and inventoried during the 2013-14 grant project.

At the completion of this project the State Historic Preservation Office and the Casper Historic Preservation Commission, the City of Casper and the Downtown Development Authority will have an up-to-date survey of downtown Casper buildings. This information will be available at the Fort Casper Museum and will be shared with the City of Casper, the Casper Downtown Development Authority, and the Western History Center at the Casper College Library.

The information provided by this project will be vital to the City of Casper and the Downtown Development Authority in their pursuit to develop a "Brand" for Casper. By recognizing the importance of Casper's historic resources they can promote Casper as a destination for visitors and tourists as well as enhance the quality of life for residents. If the results of the survey and inventory indicate downtown Casper has sufficient historic resources to be a viable candidate for listing on the National Register of Historic Places, and the nomination is successful, district property owners would qualify for historic tax credits for renovation, rehabilitation or improvements to their property. The City of Casper, the Downtown Development Authority and the Casper

Historic Preservation Commission can use this incentive to encourage property owners to renovate or make improvements to their historic property.

If a historic district is determined feasible the Casper Historic Preservation Commission will apply for a new grant to complete Phase II. The Casper Historic Preservation Commission Phase II grant request would include funds to hire a professional contractor to educate the city officials, the public and the downtown property owners of the economic benefits of historic preservation and also hire a professional contractor to prepare the Historic District nomination(s).

The information will also be used by the Downtown Development Authority and the City of Casper to market downtown as an excellent neighborhood to conduct business, locate a business, live and work.

Information:

Information Provided by the Casper Historic Preservation Commission:

The Casper Historic Preservation Commission will provide the Contractor with a copy of the 1988 Cassity report as a starting point. A list of buildings to be surveyed and inventoried will also be provided to the Contractor. In 2011, members of the Casper Historic Preservation Commission met with the County Assessor's office and gathered information about many of the downtown buildings; that information will also be provided to the Contractor. A photo inventory of the Downtown Development Authority District and the Old Yellowstone District will also be provided to the Contractor as well as a map and description of the Downtown Development Authority District and the Old Yellowstone District boundaries. A copy of the Old Yellowstone District Marketing publication will also be provided to the Contractor as well as a copy of the Historic Casper, Wyoming Self-Guided Tour brochure.

Information Gathered by the Consultant:

The Contractor will verify the forms he/she wants to use are approved by SHPO. After the Contractor has an opportunity to inspect the Downtown Development Authority and the Old Yellowstone Districts the list of buildings to be surveyed will be finalized with the Commission. The Contractor will complete survey forms, conduct courthouse research, and photograph the buildings. These forms will include an architectural description, historic context and specific site history, a discussion of physical integrity and National Register status, and photographs of the significant building elevations. Sketch maps and/or floor plans will be attached when available. Each building will be researched using Tax Assessor property records, title abstracts, building permits when available, Sanborn Fire insurance maps, newspapers and local informants. The Contractor will also conduct local research at the Western History Center and the Fort Caspar Museum. Each building will be recorded on a Wyoming Cultural Properties Form approved by the SHPO.

Hiring a Professional:

A professional historic preservation contractor will be hired to conduct the survey. The Casper Historic Preservation Commission is currently under contract with a professional historic preservation contractor, Preservation Solutions, LLC to survey and inventory buildings within the study area. We would like to sole source this supplemental project with our current contractor. Preservation Solutions, LLC has already reviewed and analyzed the project area and is familiar with the project goals. This would be a continuation of the current grant project to finalize the survey and inventory of all buildings within the survey area.

The Contractor will verify the forms he/she wants to use are approved by SHPO. The Contractor will complete survey forms, conduct courthouse research, and photograph buildings identified by the Casper Historic Preservation Commission members and the Contractor. These forms will include an architectural description, a historic context and specific site history, a discussion of physical integrity and National Register status, and

photographs of the significant building elevations. Sketch maps and/or floor plans will be attached when available. Each building will be researched using Tax Assessor property records, title abstracts, building permits when available, Sanborn Fire insurance maps, newspapers and local informants. The Contractor will also conduct local research at the Western History Center and the Fort Caspar Museum. Each building will be recorded on a Wyoming Cultural Properties Architecture Form approved by the SHPO.

Timeline:

September 2014 – March 2015

A contract between the SHPO and the City of Casper will be approved by both parties. The City of Casper will conduct a Grant Management interview with the Preservation Commission and approve the actions and responsibilities of the Commission. The Preservation Commission will prepare a contract with Preservation Solutions, LLC.

The Contractor will complete survey forms, conduct courthouse research, and photograph the buildings. These forms will include an architectural description, historic context and specific site history, a discussion of physical integrity and National Register status, and photographs of the significant building elevations. Sketch maps and/or floor plans will be attached when available. Each building will be researched using Tax Assessor property records, title abstracts, building permits when available, Sanborn Fire insurance maps, newspapers and local informants. The Contractor will also conduct local research at the Western History Center and the Fort Caspar Museum. Each building will be recorded on a Wyoming Cultural Properties Form approved by the SHPO.

March – July, 2015

The Casper Historic Preservation Commission will review the survey forms and finalize the submission of the forms with the Consultant. A final report will be prepared for SHPO at the conclusion of the work by the Contractor. The Casper Historic Preservation Commission will consult with the City of Casper and the Downtown Development Authority concerning further actions.

RESOLUTION NO. 14-148

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE WYOMING STATE HISTORIC PRESERVATION OFFICE FOR COMPLETION OF A SURVEY AND INVENTORY OF DOWNTOWN AND THE OLD YELLOWSTONE DISTRICT.

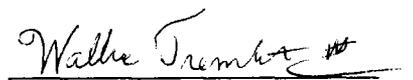
WHEREAS, The City of Casper desires to complete a survey and inventory of Downtown and Old Yellowstone District that was begun in 2013;

WHEREAS, the Casper Historic Preservation Commission is ready, willing, and able to work with Preservation Solutions, Inc. to complete the project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING that the Mayor is hereby authorized to execute a grant application to the State Historic Preservation Office for a Phase II survey and inventory of Downtown and Old Yellowstone District.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 6, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Doug Follick, Leisure Services Director
Alan Kieper, Special Facilities Manager
Chris Smith, Ski Area Superintendent
SUBJECT: 2014/2015 Hogadon Ski Area Fees

Recommendation:

That Council, by resolution, establish fees for the 2014/2015 Hogadon Ski Season.

Summary:

The following regular season pass, daily lift tickets, and pre-season fee structures are designed to reduce general fund subsidy, entice new skiers, encourage pre-season pass sales, make continued in-roads into the school system, and match the market of similar ski areas with comparable facilities and services. The Leisure Services Advisory Board unanimously approved these proposed fee changes.

Regular Season Pass Fees

(After Sunday November 30, 2014)

<u>Season Pass Category</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments:</u>
Single Season Pass	\$400	\$420	Adult (19 years & older) 5% change.
	\$350	\$365	Youth (13-18 years) 4% change.
	\$250	\$250	Child (6-12 years) Age change 5-6, 5 years' old and younger skies free.
Family Season Pass	\$900	\$900	2 Adults 2 Youth – No change.

Daily Lift Ticket Fees

<u>Lift Ticket Category</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments:</u>
65-69 Years of Age and Active Military ID Discount	\$32	\$32	65-69 & Military No Change.
70+ Years of Age	Free	Free	70+ Years of Age Ski Free.
Adult All Day Lift Ticket	\$40.00	\$42.00	Adult (19 years plus) 5% Change.
Youth All Day Lift Ticket	\$35.00	\$37.00	Youth (13-18 yrs.) 6% Change.
Adult & Youth Half Day* (*half day begins at 12:30 pm)	\$32.00	\$34.00	Adult (19 years and older) & Youth (13-18 years) 6% Change.
Child Half Day* & Full Day	\$25/\$27	\$27.00	No Change for ½ Day - Child (6-12)
B.A. Half Day* & Full Day	\$18.00	\$18.00	No Change (< 6 years old free).
Groups (25+ persons)	\$30.00	\$32.00	6.6% Change.
School Programs (half/full)	\$15/\$20	\$15/\$20	No Change.
Race Programs (half/full)	\$25.00	\$25.00	No Change.

(**B.A.** = Beginner Area – Magic Carpet and Bunny Hill Area).

The Family Season Pass was added for the 2012/2013 ski season; the price for this pass has not changed. The age range for Child has changed from 5 to 6, to clarify 5 years of age and under ski free. The relatively new 65-69 & 70+ age related and active military service fee categories were not increased for next season. 65-69 year olds and active military personnel will receive a 19% discounted lift ticket; and 70+ year olds will ski for free. All Day and Half Day Adult and Youth, have increased by 5% and 6%, respectively. Group rates have been increased by 6.6%. Child and Beginner Area, Half Day and Full Day, along with School and Race programs have not been increased. The proposed fee changes were recommended by City Administration and staff to maintain Hogadon's fees in line with other similar state/regional ski areas and with similar services (see rate sheet attachments).

Pre Season Pass Sales
(Through Sunday November 30, 2014)

In previous years, the First Time Skier pass special has been very successful in increasing future skiers, and season pass holders. Additionally, staff feels that the Pre-Season Pass Specials are worth trying again to promote season pass sales at Hogadon. Building on pass specials, staff is offering the following pre-season pass discounts.

1. **First Time Skier Pass Special** (available any time) - **\$185** (5.4% increase from the \$175 rate in previous fee proposal of 2012/2013 ski season).
2. **Pre-Season Pass Special** (available through November 30, 2014) - **\$265** (5.7% increase from the \$250 rate in the previous fee proposal of 2012/2013 ski season).

A resolution is attached for City Council consideration.

2012-13 User Fee Study - Hogadon Ski Area																							Page 1 of 2		Date:	28-Apr-14	
Prepare By: Christopher J Smith																									Study	In Dollars	
Full Day Lift Ticket							1/2 Day Lift Tcks				Multi Day Tcks		Season Pass Rates				Pre Season Rates				Group Rates		Comments				
Adult	Youth	Child	Senior	Military	Begin Area	Senior	Adult	Youth	Child	Adlt. 2 Day	Adlt. 3 Day	Family	Additional member	Adult	Youth	Child	Senior	Family	Additional member	1st timer	Adult	Youth	Child	Small	Large		
40.00	35.00	27.00	32.00	32.00	18.00	32.00	32.00	32.00	n/a	n/a	n/a	900.00	#####	400.00	350.00	250.00	n/a	900.00	#####	175.00	250.00	250.00	250.00	30.00	30.00	Current Fee's	
42.00	37.00	27.00	34.00	32.00	18.00	34.00	34.00	34.00	n/a	n/a	n/a	900.00	#####	420.00	365.00	250.00	n/a	900.00	#####	200.00	275.00	275.00	250.00	32.00	32.00	Proposed Fee's.	
4.8%	5.4%	0.0%	5.9%	0.0%	0.0%	5.9%	5.9%	5.9%	n/a	n/a	n/a	0.0%	#####	4.8%	4.1%	0.0%	n/a	n/a	#####	12.5%	9.1%	9.1%	0.0%	0.06	0.06	Percent Increase	
32.20	27.20	21.00			n/a	18.00	32.00	28.00	28.00	74.00	100.00	n/a	#####	#VALUE!	186.67	136.67	n/a	n/a	#####	#VALUE!	#VALUE!	#VALUE!	n/a	n/a			
Wyo. Ski Area's																											
Full Day Lift Ticket							1/2 Day Lift Tcks				Multi Day Tcks		Season Pass Rates				Pre Season Pass				Group Rate		Comments / Summer Activities				
Adult	Youth	Child	Senior	Military	Beginner Area	Senior	Adult	Youth	Child	Adlt. 2 Day	Adlt. 3 Day	Family	Additional member	Adult	Youth	Child	Senior	Family	Additional member	Adult	Youth	Child	Small	Large			
Meadowlark Ski, WY.	48.00	40.00	30.00		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	#####	450.00	385.00	285.00	n/a	n/a	#####	425.00	360.00	270.00	n/a	n/a	Closed for Season		
Pine Creek, WY	40.00	35.00	35.00	n/a	n/a	35.00	35.00	35.00	n/a	n/a	n/a	625.00	25.00	300.00	225.00	200.00	n/a	550.00	#####	275.00	225.00		25.00	25.00	Lodge Rental with Ski Lift 3000.00/day		
Sleeping Giant, WY	30.00	24.00	14.00		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	#####	250.00	175.00	125.00	n/a	n/a	#####	n/a	n/a	n/a	n/a	n/a	Closed for Season		
Snow King, WY.	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#####	0.00	0.00	0.00	0.00	0.00	#####	0.00	0.00	0.00	n/a	n/a			
Snowy Range, WY.	43.00	37.00	26.00	43.00	n/a	free	n/a	n/a	n/a	74.00	100.00	n/a	#####	n/a	n/a	n/a	n/a	n/a	#####	n/a	n/a	n/a	n/a	n/a	Snowshoe tours		
White Pines, WY.	39.00	22.00	5.00	29.00	20.00	22	30.00	22.00	5.00	n/a	n/a	n/a	#####	359.00	249.00	49.00	299.00	n/a	#####	n/a	n/a	n/a	n/a	n/a	Year round, summer activities, hiking, biking, Horse back riding		
Montana / S.D. Ski Area's																											
Full Day Lift Ticket							1/2 Day Lift Tcks				Multi Day Tcks		Season Pass Rates				Pre Season Pass				Group Rates		Comments				
Adult	Youth	Child	Senior	Military	Beginner Area	Senior	Adult	Youth	Child	Adlt. 2 Day	Adlt. 3 Day	Family	Additional member	Adult	Youth	Child	Senior	Family	Additional member	Adult	Youth	Child	Small	Large			
Red Lodge, MT	50.00	40.00	20.00	42.00	32.00	28.00	35.00	44.00	37.00	19.00	106.00	155.00	n/a	536.00	349.00	189.00	179.00	n/a	#####	489.00	319.00	169.00	n/a	n/a	6 & 10 Pack Tickets, Golf		
Bridger Bowl	52.00	52.00	18.00	26.00	n/a	10.00	26.00	49.00	49.00	18.00	n/a	49/day	n/a	699.00	445.00	200.00	260.00	n/a	#####	599.00	345.00	140.00	n/a	n/a	10 packs, Wedding rentals, area open to hiking, biking, horses Nat Forest		
Terry Peak, SD	49.00	36.00	Free		22.00	Free	40.00	36.00	Free		\$132.00			598.00	350.00	10.00	10		#####	299.00	175.00	10.00	n/a	n/a	Winter Skiing, Mt Biking with release, or pay to ride chair		
Discovery, MT.	40.00	40.00	20.00	24.00	12.00	32.00	32.00	n/a	n/a	n/a	n/a	1600.00	#####	530.00	400.00	200.00	n/a	1,520.00	#####	510.00	380.00	180.00	30.00	n/a	5 packs, No summer activities		
Great Bear Park, S.D.	23.00	23.00	free		n/a	n/a	20.00	20.00	free	n/a	n/a	845.00	#####	348.00	249.00	249.00	n/a	n/a	#####	n/a	n/a	n/a	n/a	n/a	Summer Hiking		
Colorado Ski Area's																											
Full Day Lift Ticket							1/2 Day Lift Tcks				Multi Day Tcks		Season Pass Rates				Pre Season Pass				Group Rates		Comments				
Adult	Youth	Child	Senior	Military	Beginner Area	Senior	Adult	Youth	Child	Adlt. 2 Day	Adlt. 3 Day	Family	Additional member	Adult	Youth	Child	Senior	Family	Additional member	Adult	Youth	Child	Small	Large			
Eldora Resort, CO.	79.00	46.00	46.00	46.00	59.00	64.00	64.00	64.00	12.00	n/a	n/a	999.00	#####	399.00	249.00	209.00	249.00	0.00	#####	339.00	249.00	209.00	43.00	43.00	n/a		
Loveland, CO	61.00	61.00	27.00			49.00	49.00	n/a	n/a			n/a	#####	379.00	269.00	169.00	89.00	n/a	#####				40.00	40.00	n/a		
Ski Cooper, Co.	47.00	27.00	27.00	39.00	42.00	20.00	39.00	39.00	24.00	n/a	82.00	123.00	n/a	n/a	n/a	n/a	n/a	n/a	#####	n/a	n/a	n/a	n/a	n/a	Winter Cat Skiing Tours		

RESOLUTION NO. 14-149

A RESOLUTION RESCINDING RESOLUTION NO. 12-133
AND ESTABLISHING FEES FOR USE OF THE HOGADON
SKI AREA.

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various City recreational facilities shall bear a portion of the cost of servicing, maintaining, and improving these facilities; and,

WHEREAS, it is necessary to review the fees and use of the City facilities on a regular basis, and revise said fees and use as necessary in order to facilitate the foregoing policy.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING; That the following fees, charges, and uses are established for Hogadon Ski Area.

1. Season Passes:

A.	Adult (19 years and older) -	\$420
B.	Youth (13-18 years old) -	\$365
C.	Child (6-12 years, 5 yrs. & under ski free) -	\$250
D.	Family (2 Adults and 2 Youth)	\$900

2. All Lift Tickets:

A.	70+ Years of Age	Ski Free
B.	65-69 Years of Age & Active Military	\$32
C.	Adult Daily (all day) -	\$42
D.	Youth Daily (all day) -	\$37
E.	Adult & Youth (half day*) -	\$34
F.	Child Daily (half* and all day) -	\$27
G.	Beginner Area (Magic Carpet/Bunny Hill) -	\$18

3. Group and Special Rates:

A.	Group Rate All Day (25 or more) -	\$32.00/person
B.	School Programs (half*/full) -	\$15/\$20/person
C.	Race Programs	\$25/person
D.	Various Discounts for promotional purposes as approved by the Leisure Services Director, or his designated representative.	

4. Special Rates:

The Leisure Services Director, or authorized designee, may establish or authorize reductions in fees for special promotions, unique situations, or emergencies, if such fees or reductions are in the best interest of the City of Casper.

* Morning Half Day has been eliminated. Afternoon Half Day begins at 12:30 p.m.

BE IT FURTHER RESOLVED: That Resolution No. 12-133 is hereby rescinded.

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

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
David Hill, Public Utilities Director
Andrew Beamer, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract for Professional Services
2014 McKinley Street Improvements Project, Project No. 13-69.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Trihydro Corporation, for construction administration and material testing services for the 2014 McKinley Street Improvements Project, No. 13-69, in the amount of \$78,003.00.

Summary:

The 2014 McKinley Street Improvements Project will: replace the cast iron water main from East 15th Street to East 18th Street; install storm sewer inlets tied into the existing main from East 16th Street to East 18th Street; mill and overlay of asphalt from East 15th Street to East 19th Street; install traffic striping, stop bars, crosswalk bars and crosswalk signage, with ADA accessible ramps, at intersections from East 15th Street to East 20th Street; include miscellaneous repairs to sidewalk, curb and gutter, and curbside, and sanitary sewer on South McKinley Street and the surrounding area.

Trihydro Corporation was selected to provide the design services in a separate contract for this project and is being recommended for construction administration and material testing services.

Funding for this project will be from Water Fund Reserves, Sanitary Sewer Reserves, and Arterial and Collector Street Funds.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 3rd day of June, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" or "Owner").
2. Trihydro Corporation, 1252 Commerce Dr., Laramie, WY, 82070 ("Consultant").

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

RECITALS

A. The City is undertaking The City is undertaking the 2014 McKinley Street Improvements Project.

B. The project requires professional services for Construction Administration and Materials Testing.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

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

A. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard

General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR) at the site to assist Consultant and to provide observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR will be on site for an average of four (4) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.
 - b. The RPR will be Consultant's agent or employee and under Consultant's supervision.

- i. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.
- ii. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
- c. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- d. Consultant shall maintain a digital photograph log during the course of construction. Photograph notations shall contain the

direction of the photo, a brief description of the activity and date, and the photo number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

- e. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
 - f. During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.
 - g. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.
5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
- a. Establish horizontal and vertical control for construction.
 - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in

connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.

8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole

prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b (Construction Phase).

15. Record Drawings. Consultant shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and Autocadd format compatible with the Owners system, labeled as "Record Drawings-McKinley Street Improvements Project No. 13-69".
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents..

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 17th day of October, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Consultant, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Seventy-Eight Thousand Three Dollars (\$78,003.00). This excludes TASK 'A' 'Advertising and Bidding' from 'RE: Revised Proposal, 2014 McKinley Street Improvements – Construction Administration', dated May 29, 2014.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walker Tremblay

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONSULTANT
Trihydro Corporation
1252 Commerce Drive
Laramie, WY, 82070

By: Autumn Bainer

By: Deby L. Forry

Printed Name: Autumn Bainer

Printed Name: Deby L. Forry, Esq.

Title: Asst to General Counsel + Risk Mgr

Title: Sr VP of Risk Mgt + CFO

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City. Notwithstanding the above, Consultant shall retain ownership of any Consultant-provided software, including any customizations of, derivatives of, or enhancements thereto, including but not limited to Consultant's Project Direct© software, that may be provided as an application for the City's use. Additionally, any pre-existing software, previously belonging to Consultant or lawfully acquired by Consultant in a manner independent of this Contract, that is used by Consultant in the course of the services hereunder, or that may be provided by Consultant to the City and which is indicated to be the property of Consultant by copyright notice or otherwise, shall remain the property of Consultant.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



May 29, 2014

Mr. Alex Sveda, P.E.
City of Casper
Public Services Department
Engineering Division
200 North David Street
Casper, WY 82601

RE: Revised Proposal, 2014 McKinley Street Improvements – Construction Administration

Dear Mr. Sveda:

Trihydro Corporation (Trihydro) appreciates the opportunity to submit this revised fee proposal (attached) to provide construction administration services for the McKinley Street Improvement Project. Our fee proposal has been revised to reflect part-time construction observation and is based on the scope of work assumptions which have been revised per our meeting on May 22, 2014 and our discussion on May 29, 2014. The revised work scope assumptions are also attached.

The revised scope of work includes Trihydro taking primary responsibility to address construction related issues from homeowners affected by the construction and also reflects a reduction in construction observation. We propose to have our inspector on site 5 days per week, 4 hours per day for the 12 week duration of the project. We will assure that the inspector will be on site for installation of critical construction components such as laying pipe and making service connections.

We would like to review our fee proposal with you after the Contractor's work schedule and project approach are known. We may need to revisit the cost associated with Construction Observation depending on how the Contractor plans to conduct construction activities.

If you have questions or concerns about our revised proposed scope of services or the cost estimate, please feel free to contact us.

Sincerely,
Trihydro Corporation


Linda L. (Wendy) Shumway, P.E.
Senior Engineer


Daryl R. Jensen, P.E.
Senior Vice President

999-13A-006

Attachments

1252 Commerce Drive | Laramie, WY 82070 | phone 307/745.7474 | fax 307/745.7729 | www.trihydro.com

H:\Proposals\City of Casper\999-13A-006\Finals\Revised2\201405_1-Rev2-CostCover_LTRPROP.docx



		Trihydro Corporation	Expenses Direct Reimbursables	
		Labor Subtotal	Expenses Subtotal	Task Total
TASK	DESCRIPTION		Cost + fuel	
Phase II	Construction Administration			
A	Advertising and Bidding	\$2,164		\$2,164
B	Construction Administration			
B-1	General Administration of Construction Contract	\$9,407		\$9,407
B-2	Pre-Construction Conference	\$3,447	\$302	\$3,749
B-3	Project Coordination			
B-4	Construction Observation & Materials Testing	\$38,470	\$26,378	64,848
	Phase II Subtotal (hours)	522	\$25,487	--
	Phase II Subtotal (\$)	53,488	\$26,679	\$80,167
	Total (hours)	522	\$25,487	--
	Total (\$)	\$53,488	\$26,679	\$80,167



**SCOPE OF WORK ASSUMPTIONS
MCKINLEY STREET IMPROVEMENTS
CITY OF CASPER, WYOMING**

Construction Administration

Task A: Advertising and Bidding

- Prepare technical/design related responses to contractors and for addenda prepared by the City.
- Evaluate bids and make recommendation.

Assumptions

- The City and Trihydro will work together to develop addenda to the project. The City will be the primary drafter of the document and Trihydro will provide technical/design related information for the addenda.
 - The City will open bids and tabulate them. Trihydro will review the bids and make a recommendation to the City for bid award.
-

Task B: Construction Management and Administration

1. General Administration of Construction Contract

- Communication with the City of Casper Engineering Division (City).
- Provide progress updates.
- Review submittals from the Contractor including: materials, schedules, contracts, change orders.
- Conduct weekly progress meetings with the City and Contractor and provide meeting minutes within four business days following the meeting.
- Maintain a correspondence file with all memoranda, correspondence, and minutes from progress meetings.

Assumptions

- Project management includes quality assurance/quality control.
- Twelve weekly progress meetings (1 hour each).

2. Pre-Construction Meeting

- Organize and conduct project pre-construction meeting.

Assumptions

- The City will provide the meeting agenda.
- Five copies of Contract Documents will be provided by Trihydro to the Contractor.
- One project pre-construction meeting (4 hours).
- The City will provide meeting minutes from the pre-construction meeting and Trihydro will assist by preparing technical/design related content.



**SCOPE OF WORK ASSUMPTIONS
MCKINLEY STREET IMPROVEMENTS
CITY OF CASPER, WYOMING**

3. Project Coordination

- Support the Contractor and City in notifying homeowners of pending construction and addressing homeowner concerns and questions.
- Complete documentation required for WDEQ Permit to Construct.

Assumptions

- Trihydro and the Contractor will have primary responsibility for contacting homeowners and addressing their questions.
- Send an initial notice to homeowners in the area within one week of the contractor receiving a Notice of Award. This initial notice will provide the anticipated construction dates and a general description of the work to be performed. Trihydro will be listed as the primary contact for homeowners.
- Coordinate with Contractor to provide a notice to the homeowners with the anticipated work schedule one week before work begins. This second homeowner notice will provide detailed schedule information and the areas of McKinley that will be affected (i.e. no city water for specific addresses anticipated for x days of a certain week).
- If Contractor dates vary from those provided, Contractor will contact affected homeowners.
- Provide responses to homeowner concerns and questions based on input from both the Contractor and the City.

4. Construction Observation

- Provide Construction Bench Marks which will consist of establishing horizontal and vertical control for the McKinley Street construction and three remote sites (Allendale Blvd. sanitary sewer point repair and the S. Mitchel and 15th Street sanitary sewer manhole replacements).
- Provide construction inspection services throughout project duration.
- Upload daily reports and photos into Field Direct. Daily reports will include materials installed each day and pertinent conversations with the contractor.
- Weekly reports will include a summary of the major progress during the past week, an assessment of work performed in comparison to the construction schedule, outstanding claims, potential changes in scope, and the Field Direct daily reports. Trihydro will obtain the Contractor's signature on the weekly reports.
- A Photo log will be kept with the direction of photo and a brief description of the activity and date. A digital copy shall be provided to the City.
- Prepare a substantial completion list of items to be completed or corrected before final acceptance of the Project.
- Recommend the issuance of the certificate of substantial completion.



**SCOPE OF WORK ASSUMPTIONS
MCKINLEY STREET IMPROVEMENTS
CITY OF CASPER, WYOMING**

- Review shop drawings, submittals, payment applications, and change orders and provide recommendations to the City.
- Respond to Contractor questions and requests for information.
- Provide initial review and recommendation for any disputes between the City and the Contractor.
- Construction testing will be provided per City of Casper specifications.
- Prepare as-constructed documents.
- As-constructed documents will be prepared in CADD and GIS format based on field inspection notes and redlines maintained by Trihydro.
- Provide one-year warranty including project walk-through eleven months after Final Completion.

Assumptions

- All staking will be done once, the Contractor will be responsible for additional staking at his cost.
 - Construction will begin July 28, 2014 (approximately one week after the Notice to Proceed) and will be completed by October 17, 2014. Twelve weeks of part-time inspection services at four hours per day and five days per week will be required.
 - Trihydro will coordinate with the Contractor to provide on-site construction observation for installation of critical construction components (e.g. laying pipe and making service connections).
 - Construction surveying will be performed by the Contractor.
 - Inberg-Miller will provide construction testing as detailed on their proposal which is attached. Costs are based on providing the minimum testing requirements per City of Casper standard specifications and do not include the Add Alternate 1 work. Any testing beyond the minimum requirements is the responsibility of the Contractor.
 - Test results will be reviewed and submitted to the City with written comments.
 - Warranty walk-through will take three hours.
 - During the warranty period 16 hours of Project Manager time is included to address public issues in regard to construction.
 - Any defects in workmanship will be the responsibility of the Contractor to remedy.
-

TRIHYDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1 - DECEMBER 31, 2014 ^{2, 3, 4}

<u>PERSONNEL</u>	<u>UNIT RATE¹</u>
Senior Principal	220.00/hour
Principal	200.00/hour
Project Principal	180.00/hour
Technical Specialist 4	240.00/hour
Technical Specialist 3	220.00/hour
Technical Specialist 2	205.00/hour
Technical Specialist 1	190.00/hour
Professional Level 12	180.00/hour
Professional Level 11	168.00/hour
Professional Level 10	155.00/hour
Professional Level 9	145.00/hour
Professional Level 8	133.00/hour
Professional Level 7	121.00/hour
Professional Level 6	110.00/hour
Professional Level 5	99.00/hour
Professional Level 4	88.00/hour
Professional Level 3	77.00/hour
Professional Level 2	67.00/hour
Professional Level 1	54.00/hour
Technician Level 8	115.00/hour
Technician Level 7	105.00/hour
Technician Level 6	95.00/hour
Technician Level 5	85.00/hour
Technician Level 4	75.00/hour
Technician Level 3	65.00/hour
Technician Level 2	55.00/hour
Technician Level 1	43.00/hour
Administrative 4	72.00/hour
Administrative 3	62.00/hour
Administrative 2	52.00/hour
Administrative 1	42.00/hour
 <u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services)	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies)	Cost
 <u>TRAVEL EXPENSES</u>	
Meal Per Diem ⁶	\$45/day/person
Airline Tickets	Cost
Hotel/Motel	Cost
Rental Vehicle	Cost
 <u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies (Project Specific)	Cost + 10%
Rental Equipment (Project Specific)	Cost + 10%
Purchased Equipment (Project Specific)	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc.	See Field Charge Sheet
Consumable Field Supplies and PPE	See Field Charge Sheet
Company Vehicles (daily) ⁵	56 cents/mile or \$86/day
Company Vehicles (monthly)	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2014.
5. The mileage rate for vehicles is based on the IRS rate and is therefore subject to change throughout the year.
6. Any International travel meal per diem will be at cost.



INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

May 8, 2014

17429-CMP

**3 PDF PAGES EMAILED: wshumway@trihydro.com
THIS CONSTITUTES THE ORIGINAL**

Wendy Shumway, P.E.
Trihydro Corporation
707 West 1st Street
Casper, WY 82601

RE: PROPOSAL FOR CONSTRUCTION MATERIALS TESTING SERVICES
MCKINLEY STREET IMPROVEMENTS PROJECT
CASPER, WYOMING

Dear Ms. Shumway:

Based on your verbal request of May 2, 2014, we are pleased to submit this proposal for performing field and laboratory construction materials testing services for the above-referenced project.

PROJECT DESCRIPTION

It is our understanding the project will consist of replacement of water, sewer, and storm sewer infrastructure below portions of McKinley, 16th, and 17th streets. We understand that after infrastructure upgrades have been completed the roadways will be milled and re-paved.

SCOPE OF SERVICES

Our scope of services includes the following:

-WATER AND SEWER LINE INSTALLATION

We propose performing density testing on the on the backfill and bedding material for the installation of the infrastructure according to the City of Casper specifications. This includes density tests every 1,000 cubic yards for fill as a minimum. Gradations will also be included every 1,000 cubic yards when requested and the pipe zone material every 5,000 cubic yards on bedding and encasement materials. Select backfill will be tested for gradations every 10,000 cubic yards and when requested.

CONCRETE

Concrete curb and gutter, and sidewalk will be tested at a frequency of one test every 50 cubic yards. We will perform field tests consisting of slump, air, unit weight, and temperature and will cast five 4-inch x 8-inch cylinders for compressive strength testing (one 7 day, three 28 day and one hold). We calculate, based on the concrete quantity, that 3 tests are required. However, we estimate that the construction schedule will likely require as much as 8 – 10 tests.

124 East Main Street
Riverton, WY 82501
307-856-8136
307-856-3851 (fax)
rverton@inberg-miller.com

1120 East "C" Street
Casper, WY 82601
307-577-0806
307-472-4402 (fax)
casper@inberg-miller.com

350 Parsley Boulevard
Cheyenne, WY 82007
307-635-6827
307-635-2713 (fax)
cheyenne@inberg-miller.com

193 West Flaming Gorge Way
Green River, WY 82935
307-875-4394
307-875-4395 (fax)
greenrver@inberg-miller.com

830 E. Richards Suite #1
Douglas, WY 82633
307-359-7000
307-460-7600 (fax)
ctwford@inberg-miller.com

ASPHALT PAVEMENT

We propose testing the asphalt material in accordance with City of Casper specifications. We propose performing one full Marshal series per week of paving and per mix design, and one asphalt content and gradation test by either extraction or ignition method for every day of paving. Specific weights and asphalt thickness will be obtained by coring the asphalt pavement, we will perform one core for every 400 tons of asphalt placed.

FEES

Our fee for services performed will be charged according to the following hourly, unit, and expense rates. Our **estimated** project costs are as follows:

Field Testing and Observation

Field technician with equipment and vehicle	100 hrs @ \$60/hr	6,000.00
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Laboratory Testing & Coring

Standard Proctors	10 hrs @ \$60/hr	600.00
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Gradations	10 hrs @ \$60/hr	600.00
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Asphalt cores	6 @\$150/core	900.00
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Compressive strength of concrete	20 hrs @ \$60/hr	1,200.00
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Project Management & Reporting

Professional Engineer	15 hrs @ \$115/hr	1,725.00
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Administrative	15 hrs @ \$60/hr	<u>900.00</u>
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Total Project Costs		\$ 11,925.00
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Final costs are determined by the contractor's construction schedule and the testing services requested, and may be more or less than these estimates. If services in addition to the proposed scope of services appear necessary, we will perform such services at additional cost.

PERFORMANCE SCHEDULE

Upon receipt of a properly executed copy of our standard Service Agreement, we will be available to perform the services described herein at the request of your authorized representative.

A minimum of one working day's notice is required prior to each day of requested field or laboratory testing.

Ms. Wendy Shumway, P.E.
Trihydro Corporation
May 8, 2014
Page 3

17429-CMP

CLOSURE

Upon receipt of an executed work order under our April 30, 2009 Master Agreement No. 09-011BA-D, we will be available to perform the services described herein at the request of your authorized representative.

We appreciate the opportunity to submit this proposal. If you have any questions, please contact us at 307-577-0806.

Sincerely,

INBERG-MILLER ENGINEERS



Ben Hauser, P.E., G.I.T.
Geotechnical Engineer

BH:\17429-CMP\Contracts\17429-CM prp

RESOLUTION NO. 14-152

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TRIHYDRO CORPORATION, FOR PROFESSIONAL SERVICES FOR THE 2014 MCKINLEY STREET IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to enter into a professional services agreement with Trihydro Corporation, for construction administration and design services for the 2014 McKinley Street Improvements Project, Project No. 13-69; and,

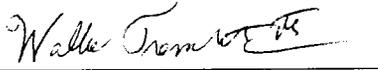
WHEREAS, Trihydro Corporation is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with Trihydro Corporation, to provide professional consulting services for repairs on South McKinley Street.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed Seventy-Eight Thousand Three Dollars (\$78,003.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Cindie Langston, Solid Waste Manager
Andrew Beamer, P.E., City Engineer
Alex Sveda, P.E. Associate Engineer

SUBJECT: Agreement with Treto Construction, LLC
Balefill Compost Yard Building Floor, Project No. 14-26

Recommendation:

That Council, by resolution, authorize a contract with Treto Construction, LLC, for the Balefill Compost Yard Building Floor, Project No. 14-26, in the amount of \$122,900.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$6,145.00, for a total project amount of \$129,045.00.

Summary:

On Monday, June 02, 2014, two (2) bids were received to install concrete flooring in the Balefill compost yard building. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID AMOUNT</u>
Treto Construction, LLC	Casper, WY	\$122,900.00
Kindel Concrete, LLC	Casper, WY	\$130,340.00

The estimate for the base bid prepared by the City Engineering Office was \$124,000.00.

The work includes furnishing and installing a 120' x 70' concrete floor and methane detector for the Balefill compost yard building used for storing mulching and composting equipment.

Work is scheduled to be completed by September 05, 2014.

Funding for this project will come from the Balefill fund, Improvements Other than Buildings.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," Agreement with Treto Construction, LLC, 1316 South Melrose Street, Casper, WY 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to furnish and install a 120' x 70' concrete floor with trench drains, vault and methane mitigation system; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the Balefill Compost Yard Equipment Building Floor, Project No. 14-26.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Balefill Compost Yard Equipment Building Floor, Project No. 14-26, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **September 5, 2014**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **September 8, 2014**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Seven Hundred Dollars

(\$700.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price One Hundred Twenty-Two Thousand Nine Hundred Dollars (\$122,900.00). See Exhibit "A" - Bid Form.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present

Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 *et seq.*, withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 *et seq.*, whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number. One (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of six (6) Sections and three (3) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

Balefill Compost Yard Equipment Building Floor, Project No. 14-26
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:

(Balefill Compost Yard Equipment Building Floor, Project No. 14-26)

Wallace Tremblay

CONTRACTOR:

Treto Construction, LLC
1316 South Melrose Street
Casper, WY 82601

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

V. H. McDonald
Title: City Clerk

By: _____

Paul L. Meyer
Title: Mayor

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for lump sum and unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL COMBINED BID, IN NUMERALS: \$ 122,900.00

TOTAL COMBINED BID, IN WORDS: One hundred twenty-two thousand nine hundred and 00/100 DOLLARS.

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

Address of Bidder: Treto Construction, LLC
1316 S. Melrose St.
Casper, WY 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on June 2, 2014.

BF-2

BID SCHEDULE
Balefill Compost Yard Equipment Building Floor
Project No. 14-26

Bid Date: 6/2/2014, 2 pm

COMPANY NAME: Treto Construction, LLC
 ADDRESS: 1316 S. Melrose 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 F&I = Furnish and Install

Item	Description	Unit	Quantity	Cost
1	Mobilization	LS	1	\$ 6,000.00
2	F&I Balefill Compost Yard Equipment Floor	LS	1	\$ 77,900.00
3	F&I Methane Detector	LS	1	\$ 2,000.00

Total Base Bid (Item 1, 2, and 3 in words): Eighty five thousand nine hundred and zero cents

Dollars (\$ 85,900.00)

Item	Description	Unit	Quantity	Cost
A-1	F&I Concrete Vault, Trench Drain, Cover and Gate	LS	1	\$ 32,000.00
A-2	F&I Concrete Apron	LS	1	\$ 5,000.00

Total Base Bid (Item A-1, and A- 2, in words): Thirty seven thousand and zero cents

Dollars (\$ 37,000.00)

RESOLUTION NO. 14-153

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR BALEFILL COMPOST YARD BUILDING FLOOR, PROJECT NO. 14-26.

WHEREAS, the City of Casper desires to install a 120' x 70' concrete floor and methane detector for the Balefill compost yard building used for storing mulching and composting equipment; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the Balefill Compost Yard Building Floor, Project No. 14-26; 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 Five Thousand Dollars (\$5,000.00), 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 Treto Construction, LLC, for those services, in the amount of One Hundred Twenty Two Thousand Nine Hundred Dollars (\$122,900.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Twenty-Two Thousand Nine Hundred Dollars (\$122,900.00), and Six Thousand One Hundred Forty-Five Dollars (\$6,145.00) for a construction contingency account, for a total price of One Hundred Twenty Nine Thousand Forty-Five Dollars (\$129,045.00).

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 Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:
(Balefill Compost Yard Building Floor, Project No. 14-26)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Doug Follick, Leisure Services Director
Andrew B. Beamer, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Agreement with CR Concrete & Excavation, Inc.
Hogadon Reservoir Membrane Replacement, Project No. 13-12

Recommendation:

That Council, by resolution, authorize an agreement with CR Concrete & Excavation, Inc., for construction of the Hogadon Reservoir Membrane Replacement, Project No. 13-12, for the amount of \$153,450.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$16,550.00, for a total project amount of \$170,000.00.

Summary:

On June 2, 2014, One (1) bid was received from CR Concrete & Excavation, Inc. for construction of the Hogadon Reservoir Membrane Replacement. The bid for the work was as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
CR Concrete & Excavation, Inc.	Twin Falls, ID	\$153,450.00

The Engineer's estimate prepared by the City of Casper Engineering Office for the project was \$170,000.

Under the terms of the contract, CR Concrete & Excavation, Inc. will remove sediment and debris from the reservoir and install a rubber liner membrane.

Construction of the improvements is scheduled to be completed by September 5, 2014.

Funding for this project will be from Hogadon Pond Reclamation funds.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," Agreement with CR Concrete & Excavation, Inc., 344 Pierce Street, Twin Falls, ID, 83301, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires removal and replacement of the existing reservoir membrane at Hogadon Ski Resort; and,

WHEREAS, CR Concrete & Excavation, Inc. is able and willing to provide those services specified as the Hogadon Reservoir Membrane Replacement, Project No. 13-12.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Hogadon Reservoir Membrane Replacement, Project No. 13-12, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **September 5, 2014**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **September 12, 2014**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Seven Hundred Dollars (\$700.00) 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 One Hundred Fifty-Three Thousand Four Hundred Fifty Dollars (\$153,450.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for Bid Items 2 and A-2 only, contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number. Two (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of six (6) Sections and five (5) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

Hogadon Reservoir Membrane Replacement, Project No. 13-12

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

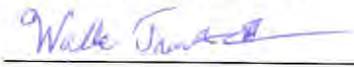
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(Hogadon Reservoir Membrane Replacement, Project No. 13-12)



CONTRACTOR:

CR Concrete & Excavation, Inc.
344 Pierce Street
Twin Falls, ID, 83301

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

V. H. McDonald
Title: City Clerk

By: _____

Paul L. Meyer
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Hogadon Reservoir Membrane Replacement,
Project No. 13-12

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by July 25, 2014, and completed and ready for final payment not later than by August 1, 2014, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u># 1</u>	Dated <u>5-14-14</u>
Addendum No. <u># 2</u>	Dated <u>5-23-14</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

- 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 lump sum price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL COMBINED BID, IN NUMERALS: \$ 239,450.⁰⁹

TOTAL COMBINED BID, IN WORDS: TWO HUNDRED THIRTY NINE THOUSAND, FOUR HUNDRED FIFTY 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.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 34A PIERCE ST.
TWOON FALLS, ID. 83301
(208) 731-3323

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on 5-30, 2014.

BF-2

A CORPORATION OR LIMITED LIABILITY COMPANY

By: CR CONCRETE & EXCAVATION, INC. (seal)
(Corporation's or Limited Liability Company's Name)

IDAHO
(State of Incorporation or Organization)

By: [Signature] / CASEY M. RILEY (seal)
(Title) PRESIDENT

(Seal)

Attest: _____

Business Address: 344 PIERCE ST.
TWIN FALLS, IDAHO 83301
(208) 731-3323

Phone Number: (208) 886-2853

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
Hogadon Reservoir Membrane Replacement
Project No. 13-12

Bid Date: 6/2/2014, 11 am

COMPANY NAME: CR CONCRETE & EXCAVATION, INC.
 ADDRESS: 344 PIERCE ST.
TWIN FALLS, ID. 83301

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, CY = Cubic Yards

Item	Description	Unit	Quantity	Cost
1	Hogadon Reservoir Membrane Replacement (Burke-Hypalon 36 Mil)	LS	1	\$ 239,450. ⁰⁰
2	Sediment/Rock Hauling to City-Designated Area	CY	250	\$ 20. ⁰⁰ PER CY / APPROX. 250cy AS PER ENG.

Total Base Bid (Items 1 and 2) in words: TWO HUNDRED, FORTY FOUR THOUSAND & FORTY
FOUR HUNDRED FIFTY DOLLARS.. Dollars (\$ 244,450.⁰⁰)

Item	Description	Unit	Quantity	Cost
A-1	Hogadon Reservoir Membrane Replacement (Burke-Hypalon 45 Mil)	LS	1	\$ 258,250. ⁰⁰ + ITEM #2
A-2	Hogadon Reservoir Membrane Replacement (Agru HDPE 40 Mil)	LS	1	\$ 148,450. ⁰⁰ + ITEM #2
A-3	Hogadon Reservoir Membrane Replacement (Burke-Hypalon 60 Mil)	LS	1	\$ 271,650. ⁰⁰ + ITEM #2
A-4	Hogadon Reservoir Membrane Replacement (Agru HDPE 60 Mil)	LS	1	\$ 182,500. ⁰⁰ + ITEM #2

RESOLUTION NO. 14-154

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CR CONCRETE & EXCAVATION, INC., FOR HOGADON RESERVOIR MEMBRANE REPLACEMENT, PROJECT 13-12.

WHEREAS, the City of Casper desires to replace the membrane to the reservoir used for snow making at Hogadon; and,

WHEREAS, CR Concrete & Excavation, Inc., is able and willing to provide those services specified as the Hogadon Reservoir Membrane Replacement, Project No. 13-12; 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.

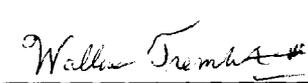
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with CR Concrete & Excavation, Inc., for those services, in the amount of One Hundred Fifty-Three Thousand Four Hundred Fifty Dollars (\$153,450.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Fifty-Three Thousand Four Hundred Fifty Dollars (\$153,450.00), and Sixteen Thousand Five Hundred Fifty Dollars (\$16,550.00) for a construction contingency account, for a total price of One Hundred Seventy Thousand Dollars (\$170,000.00).

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 _____, 2014.

APPROVED AS TO FORM:
(Hogadon Reservoir Membrane Replacement, Project No. 13-12)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer
SUBJECT: Agreement with Modern Electric Co.
2nd Street & Sam's Club Intersection Improvements Project, No. 11-58

Recommendation:

That Council, by resolution, authorize an agreement with Modern Electric Co. for the 2nd Street & Sam's Club Intersection Improvements Project, No. 11-58, in the amount of \$116,420. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$5,580, for a total project amount of \$122,000.

Summary:

On Tuesday, June 3, 2014, two (2) bids were received to realign the north and south legs of the 2nd Street and Sam's Club intersection and to eliminate the split phase signal operation.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Modern Electric Co.	Casper, Wyoming	\$116,420
Casper Electric, Inc.	Casper, Wyoming	\$149,000

The estimate prepared by the City's consultant was \$102,000, with the low bid received at \$116,420. Adding a construction contingency amount of \$5,580 brings the total contract amount to \$122,000.

Funding for this project is from 1%#14 funds for traffic signal upgrades.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Modern Electric Co. hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make signal and lane improvements at the intersection of 2nd Street and Sam's Club; and,

WHEREAS, Modern Electric Co. is able and willing to provide those services specified as the City of Casper, **2nd and Sam's Club Intersection Improvements, Project 11-58.**

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, **2nd and Sam's Club Intersection Improvements, Project 11-58.**

ARTICLE 2. ENGINEER.

The Project has been designed by the Civil Engineering Professionals, Inc., 6080 Enterprise Drive, 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 August 31st, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 30th, 2014.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) 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 Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Sixteen Thousand Four Hundred Twenty Dollars (\$116,420.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Requirements. 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.
 - 5.1.1 Prior to payment of fifty percent (50%) of the total contract price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of the total contract price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the total contract price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and 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-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. One (1).
- 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 six (6) 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 Notice of Substantial Completion.
- 8.17 Drawings: "2nd Street and Sam's Club Intersection Improvements Project No. 11-58"

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:

(2nd Street and Sam's Club Intersection Improvements, Project 11-58)

Walter Trumble #

DATED this _____ day of _____, 2014.

ATTEST:

CONTRACTOR:

Modern Electric Co.
P.O. Box 2107
Casper, Wyoming 82602

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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: \$ 116,420.00
TOTAL BASE BID, IN WORDS: One Hundred Sixteen Thousand, Four
Hundred Twenty and 00/100 ----- DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Modern Electric Co.
P. O. Box 2107
Casper, Wyoming 82602

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 June 3, 2014.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Modern Electric Co. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: *Richard Vignaroli* (seal)
Richard Vignaroli

(Title) President

(Seal)

Attest: *[Signature]*

Business Address: 246 West First Street

P. O. Box 2107

Casper, Wyoming 82602

Phone Number: (307) 266-1711

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.)

ADDENDUM #1
City of Casper
2nd Street and Sam's Club Intersection Improvements Project
Bid Date - June 3rd, 2014, 2:00 PM

COMPANY NAME: Modern Electric Co.
 ADDRESS: 246 West First Street, P.O. Box 2107, Casper, WY 82602

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this 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 EA = Each LF = Linear Feet SF = Square Foot
 SY = Square Yard FA = Force Account CY = Cubic Yard

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization and Bonding	LS	1	\$10,910.00	\$ 10,910.00
2	Island Demolition and Removals	EA	2	1,100.00	2,200.00
3	Asphaltic Concrete Pavement	Ton	60	140.00	8,400.00
4	Grading 'W' Base Course	Ton	90	55.00	4,950.00
5	Inlaid Permanent Striping	LS	1	9,000.00	9,000.00
6	Signal Modifications and Improvements	LS	1	65,770.00	65,770.00
7	Traffic Control	LS	1	13,450.00	13,450.00
8	Concrete Sidewalk	SY	12	145.00	1,740.00
TOTAL BID					\$116,420.00

RESOLUTION NO. 14-155

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MODERN ELECTRIC CO., FOR THE 2ND STREET & SAM'S CLUB INTERSECTION IMPROVEMENTS PROJECT NO. 11-58.

WHEREAS, the City of Casper desires to realign the north and south legs of the 2nd Street and Sam's Club intersection and to eliminate the split phase signal operation; and,

WHEREAS, Modern Electric Co. is able and willing to provide those services specified as the 2nd Street and Sam's Club Intersection Improvements Project No. 11-58; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than 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 Modern Electric Co. for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Sixteen Thousand Four Hundred Twenty Dollars (\$116,420.00), and Five Thousand Five Hundred Eighty Dollars (\$5,580.00) for a construction contingency account, for a total price of One Hundred Twenty-Two Thousand Dollars (\$122,000.00).

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 _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Treto Construction, LLC
Zone 1 Concrete Replacement Project 14-29

Recommendation:

That Council, by resolution, authorize an agreement with Treto Construction, LLC for the Zone 1 Concrete Replacement, Project No. 14-29, in the amount of \$628,450. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,000, for a total project amount of \$638,450.

Summary:

On June 3, 2014, the City of Casper received one (1) bid for the Zone 1 Concrete Replacement Project. The bid received was as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Treto Construction, LLC	Casper, WY	\$628,450

The Engineer's estimate prepared by the City Engineering Office was \$625,000, with the low bid received at \$628,450. Adding a construction contingency amount of \$10,000 will bring the total contract amount to \$638,450.

The project consists of removing and replacing damaged concrete curb walk, curb and gutter and ADA ramps at various locations throughout Casper. The completion date for the project is June 30, 2015.

Funding for the project will be from Walkability Improvements.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Treto Construction, LLC, 1316 South Melrose Street, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace damaged concrete located throughout Casper and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the Zone 1 Concrete Replacement Project No. 14-29.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Zone 1 Concrete Replacement Project No. 14-29, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work.
- 3.2 The Work will be substantially completed by June 30, 2015 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 17, 2015.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred Dollars (\$300.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Six Hundred Twenty-Eight Thousand Four Hundred Fifty Dollars (\$628,450) 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and 90% of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit

policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. None.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of five (5) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:
- Zone 1 Concrete Replacement Project No. 14-29**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(Zone 1 Concrete Replacement Project No. 14-29)

Wallis Tremblot

CONTRACTOR:

Treto Construction, LLC
1316 South Melrose Street
Casper, Wyoming 82601

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V. H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
 Zone 1 Concrete Replacement
 Project No. 14-29

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 June 30, 2015, and completed and ready for final payment not later than July 17, 2015, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> N/A </u>	Dated <u> N/A </u>
Addendum No. <u> N/A </u>	Dated <u> N/A </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,

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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: \$ 628,450.00

TOTAL BASE BID, IN WORDS: Six hundred twenty-eight thousand four hundred fifty and 00/100 DOLLARS.

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

Address of Bidder: Treta Construction, LLC
1316 S. Melrose st.
Casper, WY 82601

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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 June 3, 2014.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: GERMAN G TRETU (seal)
(Title)

(Seal)

Attest: Crista Tretu

Business Address: 1316 S. Melrose St.
Casper, WY 82601

Phone Number: 307-237-8836

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
ZONE 1 CONCRETE REPLACEMENT
Project No. 14-29

Bid Date: June 3, 2014

COMPANY NAME: Treto Construction, LLC

ADDRESS: 1316 S. Melrose 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 LF = Linear Feet F&I = Furnish and Install
 SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	8,000.00	8,000.00
2	Adjust Manhole Top & Install Concrete Diamond	EA	30	500.00	15,000.00
3	Adjust Valve Box Top & Install Concrete Diamond	EA	50	300.00	15,000.00
4	R&R Concrete Curbwalk	LF	6000	52.00	312,000.00
5	R&R Concrete Curb & Gutter	LF	1000	26.00	26,000.00
6	R&R Concrete Valley Gutter	SF	1700	11.00	18,700.00
7	R&R Concrete Curbwalk/Sidewalk with Type II or III ADA Ramp	SF	27500	6.50	178,750.00
8	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	275	200.00	55,000.00
TOTAL BASE BID					628,450.00

RESOLUTION NO. 14-156

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE ZONE 1 CONCRETE REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to contract for concrete replacements for the Zone 1 Concrete Replacement Project; and,

WHEREAS, Treto Construction, LLC, is ready, willing and able to provide those services specified as the Zone 1 Concrete Replacement Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than 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 Treto Construction, LLC, Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Six Hundred Twenty-Eight Thousand Four Hundred Fifty Dollars (\$628,450.00), and Ten Thousand Dollars (\$10,000.00) for a contingency account, for a total price of Six Hundred Thirty-Eight Thousand Four Hundred Fifty Dollars (\$638,450.00).

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 _____, 2014.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
David Hill, Public Utilities Director
Andrew B. Beamer, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Agreement with Ramshorn Construction, Inc.
McKinley Street Improvements, Project No. 13-69

Recommendation:

That Council, by resolution, authorize an agreement with Ramshorn Construction, Inc., for construction of the McKinley Street Improvements, Project No. 13-69, for the base bid amount of \$694,425.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$35,000.00, for a total project amount of \$729,425.00.

Summary:

On June 3, 2014, bids were received from two (2) contractors for construction of the McKinley Street Improvements Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Ramshorn Construction	Casper, Wyoming	\$694,425.00
71 Construction	Casper, Wyoming	\$931,262.60

The Engineer's estimate prepared by Trihydro Corporation for the project was \$666,427.50.

The 2014 McKinley Street Improvements Project will replace the cast iron water main from East 15th Street to East 18th Street with new PVC pipe; install storm sewer inlets tied into the existing main from East 16th Street to East 18th Street; mill and overlay of asphalt from East 15th Street to East 19th Street; install traffic striping, stop bars, crosswalk bars and crosswalk signage, with ADA accessible ramps, at intersections from East 15th Street to East 20th Street; include miscellaneous repairs to sidewalk, curb and gutter, and curbside, and sanitary sewer on South McKinley Street and the surrounding area.

Construction of the improvements is scheduled to be completed by October 10, 2014.

Funding for this project will be from Water Fund Reserves, Sanitary Sewer Reserves, and FY14 Arterials and Collectors 1%#14 funds.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," Agreement with Ramshorn Construction, Inc., P.O. Box 2422, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to undertake mill and overlay, curb and gutter replacements, ADA ramp installations, crosswalk striping and signage installation, waterline replacement with storm sewer and miscellaneous sanitary sewer improvements to South McKinley Street and nearby streets; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the McKinley Street Improvements, Project No. 13-69.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the McKinley Street Improvements, Project No. 13-69, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **August 29, 2014** for Phase I and by **October 10, 2014** for Phase II and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **October 17, 2014**. In addition the sanitary sewer manhole replacement on 15th Street shall be completed and ready for final payment by **August 8, 2014**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial

Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Seven Hundred Dollars (\$700.00) 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 Six Hundred Ninety-Four Thousand Four Hundred Twenty-Five Dollars (\$694,425.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid only (Bid Items 1 through 41) contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-5, Bid Form and BS-1 through BS-2, 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number. Two (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of Seventeen (17) Sections and Thirty (30) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:
- McKinley Street Improvements, Project No. 13-69**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(McKinley Street Improvements, Project No. 13-69)

Walla Trombetta

CONTRACTOR:

Ramshorn Construction, Inc.
P.O. Box 2422
Casper, WY 82602

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V. H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
McKinley Street Improvements
Project No. 13-69

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 for Phase I by August 29, 2014 and all Work for Phase II by October 10, 2014 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by October 17, 2014, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>5-15-14</u>
Addendum No. <u>2</u>	Dated <u>5-29-14</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,

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progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL COMBINED BID, IN NUMERALS: \$ 694,425.00

TOTAL COMBINED BID, IN WORDS: Six hundred Ninety Four Thousand Four Hundred twenty Five \$ 00/100 —DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Ramshorn Court
PO Box 2422
Casper WY 82602

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 6/3, 2014.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Karrshorn Construction, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)

(Title) President

(Seal)
Attest: [Signature]

Business Address: PO BOX 2402
Casper WY 82602

Phone Number: (307) 234-6879

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 - Addendum No. 2
 McKinley Street Improvements
 Project No. 13-69

Bid Date: 6/3/2014, 2pm

COMPANY NAME:

Ramshorn Construction Inc

ADDRESS:

PO Box 2422 Casper WY 82602

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
 SYI = Square Yard-Inch

LF = Linear Feet
 CY = Cubic Yard

F&I = Furnish and Install
 EA = Each

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	LS	67,000.00	67,000.00
2	FORCE ACCOUNT WORK	FA	1	10,000.00	10,000.00
3	TEMPORARY TRAFFIC CONTROL	LS	LS	44,000.00	44,000.00
4	PROJECT IDENTIFICATION SIGNS	EA	2	500.00	1,000.00
4.5	PEDESTRIAN CROSSING SIGN	EA	2	500.00	1,000.00
5	REMOVAL OF SIDEWALK	SY	370	17.00	6,290.00
6	REMOVAL OF CURB AND GUTTER	LF	1,640	7.50	12,300.00
7	CUTTING BITUMINOUS PAVEMENT	LF	5,960	1.50	8,940.00
8	MILLING PLANT MIX (2") - 15TH ST TO 19TH ST	SY	9,100	2.50	22,750.00
9	HOT PLANT MIX (COMMERCIAL)	TON	1,310	95.00	124,450.00
10	REMOVE AND REPLACE ASPHALT PAVEMENT (DEPTH VARIES)	SYI	1,950	11.00	21,450.00
11	PAVEMENT FABRIC	SY	9,100	2.00	18,200.00
12	CRACK SEAL	LF	3,650	1.40	5,110.00
13	SIDEWALK (CONC)	SY	200	70.00	14,000.00
14	CRUSHED BASE	CY	240	66.00	15,840.00
15	TYPE A CURB AND GUTTER	LF	880	32.00	28,160.00
16	TYPE B CURB AND GUTTER	LF	620	32.00	19,840.00
17	TYPE I CURB RAMP	EA	11	750.00	8,250.00
18	TYPE III CURB RAMP	EA	15	1,000.00	15,000.00
19	PAVEMENT MARKING - 4-INCH (YELLOW)	LF	3,050	7.00	21,350.00
20	PAVEMENT MARKING - 4-INCH (WHITE)	LF	20	10.00	200.00
21	PAVEMENT MARKING - 24"x8" (CROSSWALK)	EA	45	300.00	13,500.00
22	PAVEMENT MARKING 24-INCH (STOP BAR)	LF	50	100.00	5,000.00
23	8-INCH PVC C-900 DR 18 WATER PIPE	LF	1,330	40.00	53,200.00
24	20-INCH PVC C-905 DR 18 WATER PIPE	LF	60	185.00	11,100.00
25	WATER SERVICE CONNECTION - 3/4"	EA	33	900.00	29,700.00
26	WATER SERVICE CONNECTION - 1"	EA	1	1,600.00	1,600.00
27	8-INCH GATE VALVE	EA	6	2,500.00	15,000.00
28	FIRE HYDRANT AND VALVE ASSEMBLY	EA	3	7,500.00	22,500.00
29	8-INCH FITTINGS	EA	4	1,000.00	4,000.00
30	20-INCH FITTINGS	EA	5	3,600.00	18,000.00
31	FLOWABLE FILL	CY	55	115.00	6,325.00

BID SCHEDULE - Addendum No. 2
 McKinley Street Improvements
 Project No. 13-69

Bid Date: 6/3/2014, 2pm

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
32	SANITARY SEWER MANHOLE (4-FOOT DIA.)	EA	1	4800.00	4800.00
33	INTERNAL DROP SANITARY MANHOLE (5-FOOT DIA.)	EA	2	7100.00	14200.00
34	8-INCH SDR 35 PVC PIPE	LF	50	45.00	2250.00
35	12-INCH SDR 35 PVC PIPE	LF	10	200.00	2000.00
36	CATCH BASIN INLET	EA	3	3500.00	10500.00
37	STORM DRAIN MANHOLE (6-FOOT DIA.)	EA	1	5000.00	5000.00
38	RCP 18-INCH	LF	64	55.00	3520.00
39	RCP 36-INCH	LF	16	100.00	1600.00
40	OBSTRUCTION REMOVAL	EA	1	3000.00	3000.00
41	STORM SEWER PATCHING	EA	1	2500.00	2500.00
TOTAL BASE BID					694,425.00
ITEM NO.	ADD ALTERNATE 1 BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
A-1	MILLING PLANT MIX (2") - 19TH ST TO 21ST ST	SY	3,770	2.50	9425.00
A-2	HOT PLANT MIX (COMMERCIAL)	TON	420	95.00	39900.00
A-3	PAVEMENT FABRIC	SY	3,770	2.50	9425.00
A-4	CRACK SEAL	LF	1,550	1.40	2170.00
A-5	PAVEMENT MARKING - 4-INCH (YELLOW)	LF	1,440	7.00	10080.00
A-6	PAVEMENT MARKING - 24"x8" (CROSSWALK)	EA	7	300.00	2100.00
A-6.5	PEDESTRIAN CROSSING SIGN	EA	2	500.00	1000.00
TOTAL BID - ADD ALTERNATE 1					74,100.00
ITEM NO.	ADD ALTERNATE 2 BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
A-7	ADDITION OF FIBER TO HOT PLANT MIX (COMMERCIAL)	TON	1,310	1400	18340.00
A-8	PAVEMENT FABRIC CREDIT	SY	9,100	2.00	(18200.00)
TOTAL BID - ADD ALTERNATE 2					+ 140.00
ITEM NO.	ADD ALTERNATE 3 BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
A-9	ADDITION OF FIBER TO HOT PLANT MIX (COMMERCIAL) - 19TH ST TO 21ST ST	TON	420	1400	5880.00
A-10	PAVEMENT FABRIC CREDIT	SY	3,770	2.50	(9425.00)
TOTAL BID - ADD ALTERNATE 3					- 3545.00
TOTAL BID - BASE + ADD ALTERNATES 1, 2, and 3					\$ 765,120.00

RESOLUTION NO. 14-157

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
RAMSHORN CONSTRUCTION, INC., FOR THE MCKINLEY
STREET IMPROVEMENTS, PROJECT 13-69.

WHEREAS, the City of Casper desires to replace water line and sanitary sewer manholes, perform storm sewer work, install resurfacing, ADA ramps and crosswalks in South McKinley Street; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the McKinley Street Improvements, Project No. 13-69; 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 Thirty Thousand Dollars (\$30,000.00), 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 Ramshorn Construction, Inc., for those services, in the amount of Six Hundred Ninety-Four Thousand Four Hundred Twenty-Five Dollars (\$694,425.00).

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 Six Hundred Ninety-Four Thousand Four Hundred Twenty-Five Dollars (\$694,425.00), and Thirty-Five Thousand Dollars (\$35,000.00) for a construction contingency account, for a total price of Seven Hundred Twenty-Nine Thousand Four Hundred Twenty-Five Dollars (\$729,425.00).

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 Thirty Thousand Dollars (\$30,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(McKinley Street Improvements, Project No. 13-69)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, Acting City Manager

FROM: Rick Harrah, Public Services Director
David Hill, P.E., Public Utilities Manager
Andrew B. Beamer, P.E., City Engineer
Jason Knopp, Associate Engineer

SUBJECT: Agreement with 71 Construction, Inc.
2014 Sanitary Sewer Improvements Project, No. 14-30

Recommendation:

That Council, by resolution, authorize an agreement with 71 Construction, Inc., for the 2014 Sanitary Sewer Improvements Project, No. 14-30, in the amount of \$262,294.71. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$282,294.71.

Summary:

On Wednesday, June 4, 2014, two (2) bids were received from contractors to replace six (6) sanitary sewer manholes, install one (1) storm sewer manhole and perform eight (8) sanitary sewer main point repairs as the 2014 Sanitary Sewer Improvement Project. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
71 Construction, Inc.	Casper, Wyoming	\$262,294.71
Grizzly Excavating and Construction	Casper, Wyoming	\$324,149.00

The estimate prepared by the Engineering Department was \$200,000.

This project is to install and replace old sanitary sewer manholes in various locations within the City. Work is scheduled to be completed by June 1, 2015.

Funding for this project will be from Sewer Fund Reserves.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Owner," and 71 Construction, Inc., P.O. Box 4600, Casper, Wyoming hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace sanitary sewer manholes and conduct sanitary sewer main point repairs at various locations around the City of Casper; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the **2014 Sanitary Sewer Improvements, Project 14-30**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **2014 Sanitary Sewer Improvements, Project 14-30** hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work associated with the street, curb and gutter.
- 3.2 The Work will be substantially completed in school zones by August 31, 2014 and the remaining Work will be substantially completed by June 1, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions June 12, 2015. Contractor must pave or place concrete surfacing and install diamonds to final grade within 10 days of completing the infrastructure phase of each site. Final completion shall include all manholes installed, all concrete and asphalt work, landscaping and clean-up.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual

loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment. Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that an individual sites roadway surfacing goes without being patched. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Sixty-Two Thousand Two Hundred Ninety-Four Dollars and Seventy-One Cents (\$262,294.71), 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-5, 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. 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

5.1.1 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.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the

work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Addenda No. 1.
- 8.4 Performance and Payment Bonds.
- 8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.7 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.8 Technical Specifications.
- 8.9 Notice of Award.
- 8.10 Notice to Proceed
- 8.11 Contract Drawings, consisting of 6 sheets, with each sheet bearing the following general title: **2014 Sanitary Sewer Improvement, Project 14-30.**

- 8.12 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.14 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.
- 8.15 Notice of Substantial Completion.

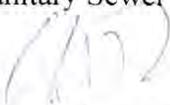
ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(2014 Sanitary Sewer Improvement, Project 14-30)



ATTEST:

By: _____
Title: _____

ATTEST:

By: _____
V.H. McDonald
Title: City Clerk

CONTRACTOR:

71 Construction, Inc.
P.O. Box 4600
Casper, WY 82604

By: _____
Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Paul L. Meyer
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: 2014 Sanitary Sewer Improvement, Project 14-30

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 June 1, 2015, and completed and ready for final payment not later than June 12, 2015, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 262,294.71

TOTAL BASE BID, IN WORDS: TWO HUNDRED SIXTY-TWO THOUSAND, TWO HUNDRED NINETY-FOUR ⁷¹/₁₀₀ DOLLARS.

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

Address of Bidder: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

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 JUNE 4, 2014.

Bidder is bidding as a RESIDENT (Insert Resident or Non-Resident)

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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)

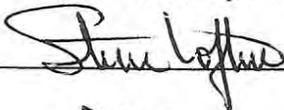
Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By:  (seal)
PRES
(Title)

(Seal)

Attest: Sandy Cardenas, Asst Sec.

Business Address: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

Phone Number: (307) 235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venture 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

2014 Sanitary Sewer Improvement, Project 14-30

Bid Date: June 4, 2014

COMPANY NAME: 71 CONSTRUCTION
 ADDRESS: P.O. BOX 4600, CASPER WY 82604

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

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$26,000.71	\$26,000.71
2	Remove 48" Sewer Manhole (Depths Vary)	EA	6	1,600.00	9,600.00
3	F&I 48" Sewer Manhole (Depths Vary)	EA	5	7,700.00	38,500.00
4	F&I Inside Drop Sewer Manhole (Depths Vary)	EA	1	10,650.00	10,650.00
5	F&I 84" Storm Sewer Manhole	EA	1	37,500.00	37,500.00
6	R&R 8" SDR 35 Sewer Main	LF	170	273.00	46,410.00
7	F&I 36" RCP Storm Sewer Main	LF	12	220.00	2,640.00
8	Cap 8" Sewer Main	EA	3	560.00	1,680.00
9	Reinstate Sewer Service	EA	4	2,400.00	9,600.00
10	Sidewalk	SF	150	6.10	915.00
11	Curb and Gutter	LF	50	39.00	1,950.00
12	Select Backfill	CY	600	24.50	14,700.00
13	2" PMP and 6" Grading "W" Base Course	SY	30	51.00	1,530.00
14	4" PMP and 8" Grading "W" Base Course	SY	205	76.80	15,744.00
15	9" PCCP and 6" Grading "W" Base Course	SY	100	118.00	11,800.00
16	Crosswalk Replacement	LS	1	1,600.00	1,600.00
17	Flow Fill Encasement	CY	15	165.00	2,475.00
18	Traffic Control	LS	1	29,000.00	29,000.00

Total Base Bid: TWO HUNDRED SIXTY-TWO THOUSAND, TWO HUNDRED NINETY-FOUR AND 7/100 Dollars (\$ 262,294.71).

RESOLUTION NO. 14-158

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE 2014 SANITARY SEWER IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to replace aging, maintenance intensive sewer manholes, and conduct point repairs on sanitary sewer mains; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the 2014 Sanitary Sewer Improvement Project, Number 14-30; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with 71 Construction, Inc., for those services, in the amount of Two Hundred Sixty-Two Thousand Two Hundred Ninety-Four Dollars and Seventy-One Cents (\$262,294.71).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Sixty-Two Thousand Two Hundred Ninety-Four Dollars and Seventy-One Cents (\$262,294.71), and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Two Hundred Eighty-Two Thousand Two Hundred Ninety-Four Dollars and Seventy-One Cents (\$282,294.71).

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

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

APPROVED AS TO FORM:

(71 Construction – 2014 Sanitary Sewer Improvements Project)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer
SUBJECT: Agreement with Knife River
Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane
Project No. 14-23

Recommendation:

That Council, by resolution, authorize an agreement with Knife River for the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project, No. 14-23, in the amount of \$1,350,419. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$69,581, for a total project amount of \$1,420,000.

Summary:

On Wednesday, June 4, 2014, three (3) bids were received to reconstruct Country Club Road between Wyoming Boulevard and Ardon Lane. Country Club Road will be brought up to City standards, with a 36-ft paved width, curb and gutter, sidewalks, and street lights. A 16-inch water main will also be installed for future expansion of the East Casper Zone 3 pressure zone.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Knife River	Casper, Wyoming	\$1,350,419
Andreen Hunt Const.	Mills, Wyoming	\$1,498,670
Grizzly Construction & Excavation	Mills, Wyoming	\$1,914,423

The estimate prepared by the City's consultant was \$1,570,293.50, with the low bid received at \$1,350,419. Adding a construction contingency amount of \$69,581 brings the total contract amount to \$1,420,000.

Funding for the project will come from 1%#14 funds originally allocated for street reconstruction and water fund reserves. Natrona County is reimbursing the City \$300,000 for the project; the City will be reimbursed the remaining funds as adjacent properties are developed.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Knife River, P. O. Box 730, Casper Wyoming, 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to reconstruct Country Club Road between Wyoming Boulevard and Ardon Lane; and,

WHEREAS, Knife River is able and willing to provide those services specified as the **Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane, Project No. 14-23**

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, **Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane, Project No. 14-23.**

ARTICLE 2. ENGINEER.

The Project has been designed by ECS Engineers, 1607 CY Avenue, Suite 102, Casper, Wyoming 82604, 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 June 30th, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 31st, 2015.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) 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

SFA-1

any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Million Three Hundred Fifty Thousand Four Hundred Nineteen Dollars (\$1,350,419.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Requirements. 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.
 - 5.1.1 Prior to payment of fifty percent (50%) of the total contract price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of the total contract price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the total contract price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

SFA-2

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and 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-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. One (1).
- 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 six (6) 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 Notice of Substantial Completion.
- 8.17 Drawings: "Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane, Project No. 14-23".

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

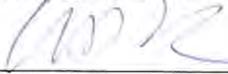
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:

(Country Club Road Reconstruction-WY. Blvd to Ardon Lane)



DATED this _____ day of _____, 2014.

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

V.H. McDonald

Title: City Clerk

CONTRACTOR:

Knife River

P. O. Box 730

Casper WY 82602

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

Paul L. Meyer

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Country Club Road Reconstruction –
Wyoming Boulevard to Ardon Lane, Project 14-23

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 24, 2014, and completed and ready for final payment not later than October 31, 2014, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u> 5-30-14 </u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

- 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: \$ 1,350,419⁰⁰

TOTAL BASE BID, IN WORDS: One Million Three Hundred Fifty Thousand Four Hundred Ninety and 00/100 DOLLARS.

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

Address of Bidder: KNIFE RIVER
P.O. BOX 730
CASPER WY 82602

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 June 4, 20 14.

Bidder is bidding as a RESIDENT (Insert Resident or Non-Resident)

BF-2

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: KNIFE RIVER (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: David Fertig (seal)
DAVID FERTIG
(Title) PRESIDENT

(Seal)

Attest: Shane Joseph
SHANE JOSEPH

Business Address: KNIFE RIVER
P.O. BOX 730
CASPER WY 82602

Phone Number: 307-237-9346

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE

Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane, Project 14-23

BID DATE: JUNE 4, 2014

COMPANY NAME: KNIFE RIVER
 ADDRESS: P.O. BOX 730, CASPER WY 82602

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; LF = Linear Feet; SY = Square Yards; FA = Force Account; CY = Cubic Yards; EA = Each

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	LS	21,886 ⁰⁰	21,886 ⁰⁰
2	MISCELLANEOUS FORCE ACCOUNT	FA	\$5,000.00	5,000 ⁰⁰	5,000 ⁰⁰
3	TEMPORARY TRAFFIC CONTROL	LS	1	50,285 ⁰⁰	50,285 ⁰⁰
4	STREET LIGHTING	LS	1	34,100 ⁰⁰	34,100 ⁰⁰
5	CREATE AND MAINTAIN SWPPP	LS	1	6,200 ⁰⁰	6,200 ⁰⁰
6	EXISTING SURFACING REMOVAL	SY	6740	1 ⁹⁰	12,806 ⁰⁰
7	UNCLASSIFIED EXCAVATION	CY	5900	13 ¹⁰	77,290 ⁰⁰
8	6" PLANT MIX ASPHALT W/ 6" GRADING "W" BASE COURSE	SY	75	88 ⁰⁰	6,600 ⁰⁰
9	4" PLANT MIX ASPHALT PAVEMENT	SY	11670	18 ³⁰	213,561 ⁰⁰
10	10" GRADING "W" CRUSHED BASE	SY	11670	12 ²⁰	142,374 ⁰⁰
11	CURB AND GUTTER TYPE "B"	LF	5840	16 ²⁰	94,608 ⁰⁰
12	5' SIDEWALK	SY	1620	36 ⁰⁰	58,320 ⁰⁰
13	10' SIDEWALK	SY	3240	26 ²⁰	84,888 ⁰⁰
14	ADA RAMPS	EA	14	150 ⁰⁰	2,100 ⁰⁰
15	VALLEY GUTTER	SY	500	73 ⁴⁰	36,700 ⁰⁰
16	STREET SIGNS	EA	22	405 ⁰⁰	8,910 ⁰⁰
17	INLAY STRIPING	LS	1	34,245 ⁰⁰	34,245 ⁰⁰
18	FENCING	LF	2800	6 ²⁰	18,760 ⁰⁰
19	RESET GATE	EA	2	500 ⁰⁰	1,000 ⁰⁰
20	HYDRO SEEDING	SY	8000	0 ¹⁵	1,200 ⁰⁰
21	RESET CATTLE GUARD	EA	1	2,230 ⁰⁰	2,230 ⁰⁰
22	48" RCP STORM CULVERT	LF	160	170 ⁰⁰	27,200 ⁰⁰
23	24" RCP STORM CULVERT	LF	180	63 ⁶⁰	11,448 ⁰⁰
24	CATCH BASIN	EA	4	2,890 ⁰⁰	11,560 ⁰⁰
25	STORM MANHOLE	EA	4	6,080 ⁰⁰	24,320 ⁰⁰

26	48" FLARED END SECTION	EA	2	1,250 ⁰⁰	2,500 ⁰⁰
27	24" FLARED END SECTION	EA	5	506 ⁰⁰	2,530 ⁰⁰
28	24" RCP STORM MAIN	LF	120	104 ⁰⁰	12,480 ⁰⁰
29	18" RCP STORM MAIN	LF	1008	86 ⁰⁰	86,688 ⁰⁰
30	16" PVC WATER TRANSMISSION MAIN	LF	2650	54 ⁰⁰	143,100 ⁰⁰
31	8" PVC WATER TRANSMISSION MAIN	LF	90	52 ⁰⁰	4,680 ⁰⁰
32	16" X 16" X 16" TEE	EA	2	2,190 ⁰⁰	4,380 ⁰⁰
33	16" X 16" X 8" TEE	EA	1	1,730 ⁰⁰	1,730 ⁰⁰
34	16" BUTTERFLY VALVE	EA	8	3,640 ⁰⁰	29,120 ⁰⁰
35	8" GATE VALVE	EA	3	1,620 ⁰⁰	4,860 ⁰⁰
36	16" CROSS	EA	1	3,020 ⁰⁰	3,020 ⁰⁰
37	FIRE HYDRANT ASSEMBLY	EA	7	7,360 ⁰⁰	51,520 ⁰⁰
38	CAP, BLOCK, RESTRAIN DEAD END LINE	EA	6	820 ⁰⁰	4,920 ⁰⁰
39	CONNECT TO EXISTING MAIN	EA	1	1,520 ⁰⁰	1,520 ⁰⁰
40	16" FITTINGS	EA	6	1,630 ⁰⁰	9,780 ⁰⁰

TOTAL BASE BID: One Million Three Hundred Fifty Thousand Four Hundred Nineteen ^{no}/₁₀₀ DOLLARS (\$ 1,350,419⁰⁰)

END OF SECTION

RESOLUTION NO. 14-159

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KNIFE RIVER FOR THE COUNTRY CLUB ROAD RECONSTRUCTION – WYOMING BOULEVARD TO ARDON LANE PROJECT NO. 14-23.

WHEREAS, the City of Casper desires to reconstruct Country Club Road between Wyoming Boulevard and Ardon Lane; and,

WHEREAS, Knife River is able and willing to provide those services specified as the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project No. 14-23; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

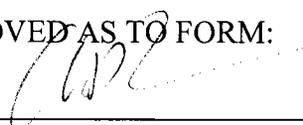
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Knife River for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Million Three Hundred Fifty Thousand Four Hundred Nineteen Dollars (\$1,350,419.00), and Sixty-Nine Thousand Five Hundred Eighty-One Dollars (\$69,581.00) for a construction contingency account, for a total price of One Million Four Hundred Twenty Thousand Dollars (\$1,420,000.00).

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer
Ethan Yonker, E.I.T., Sr. Engineering Tech

SUBJECT: Agreement with 71 Construction, Inc.
MacKensie Dog Park Paving and Pathway, Project No. 14-36

Recommendation:

That Council, by resolution, authorize an agreement with 71 Construction, Inc., for the MacKensie Dog Park Paving and Pathway, Project No. 14-36, in the amount of \$163,290.71, with a deduct change order in the amount of \$26,075.00, for a contract amount of \$137,215.71. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,000.00, for a total project amount of \$142,215.71.

Summary:

On Tuesday, June 3, 2014, two bids were received from contractors for the installation of a parking lot, pathway, and pea gravel at the MacKensie Dog Park. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
71 Construction, Inc.	Casper, Wyoming	\$ 163,290.71
Western Plains Landscaping, LLC	Casper, Wyoming	\$ 180,507.45

It is recommended that the installation of pea gravel and crushed gravel be removed from the contract with 71 Construction, Inc., and be installed by City forces.

Work is scheduled to be completed by August 29, 2014. The estimate prepared by the City Engineering Division was \$120,000.

Funding for this project will be from FY14 Park Improvements.

A resolution is prepared for Council's consideration.

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, Inc., P. O. Box 4006, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a parking lot, pathway and pea gravel around the pathway at the MacKensie Dog Park; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the MACKENSIE DOG PARK PAVING AND PATHWAY, Project 14-36.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the MACKENSIE DOG PARK PAVING AND PATHWAY, Project 14-36.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 22, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 29, 2014.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Thirty-Seven Thousand Two Hundred Fifteen and 71/100 Dollars (\$137,215.71), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for **Bid Items 1, 2, 5, 6, and 7 only** 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed; and 90% of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 General Requirements, consisting of six (6) sections.
- 8.13 Technical Specifications, consisting of two (2) sections; (01810, 01850)
- 8.14 Drawings: Sheet 1 (cover) and Sheet 2 (Paving and Pathway)

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(MACKENSIE DOG PARK PAVING AND PATHWAY, Project 14-36)



ATTEST:

CONTRACTOR:

71 Construction Inc.
P.O. Box 4600
Casper, WY 82604

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
 MACKENSIE DOG PARK PAVING AND PATHWAY,
 Project 14-36

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by August 22, 2014, and completed and ready for final payment not later than August 29, 2014, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u> 5/19/14 </u>
Addendum No. <u> 2 </u>	Dated <u> 5/29/14 </u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 163,290.71

TOTAL BASE BID, IN WORDS: ONE HUNDRED SIXTY-THREE THOUSAND, TWO HUNDRED NINETY AND 71/100 DOLLARS.

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

Address of Bidder: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

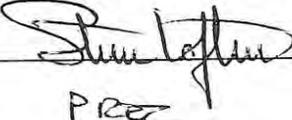
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on 6/3/14, 2014.

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By:  (seal)
PREC
(Title)

(Seal)

Attest: Shelley Henning, ASST. SECRETARY

Business Address: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

Phone Number: (307) 235-2922

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
June 3, 2014
MACKENSIE DOG PARK PAVING AND PATHWAY
Project 14-36

Casper, Wyoming

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

LS=Lump Sum, LF= Linear Foot, EA= Each, CY=Cubic Yard

Bid Schedule

Item	Description	Amount	Unit	Unit Price	Total Price
1	6' wide concrete pathway (5" PCCP/4" Base)	1300	LF	\$ 61.50	\$ 79,950.00
2	20' Diameter Concrete Pad	1	LS	\$ 3,500.00	\$ 3,500.00
3	Pea Gravel 3" Lift	235	CY	\$ 110.00	\$ 25,850.00
4	1 1/2" Crushed Gravel 3" Lift	1.5	CY	\$ 150.00	\$ 225.00
5	Asphalt Parking Lot and Entry (3"AC/4" Base)	1	LS	\$ 38,000.00	\$ 38,000.00
6	6' wide concrete curb walk (5" PCCP/4" Base)	65	LF	\$ 61.00	\$ 3,965.00
7	Mobilization	1	LS	\$ 11,800.71	\$ 11,800.71
					\$163,290.71

- BASE BID IN WORDS:

ONE HUNDRED SIXTY-THREE THOUSAND
TWO HUNDRED NINETY DOLLARS & SEVENTY-ONE
CENTS

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

RESOLUTION NO. 14-160

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71
CONSTRUCTION, INC., FOR THE MACKENSIE DOG PARK
PAVING AND PATHWAY, PROJECT NO. 14-36

WHEREAS, the City of Casper desires to install a parking lot, pathway, and pea gravel at the MacKensie Dog Park; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the MacKensie Dog Park Paving and Pathway, Project No. 14-36; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00) 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 71 Construction, Inc., for those services, in the amount of One Hundred Thirty-Seven Thousand Two Hundred Fifteen and 71/100 Dollars (\$137,215.71).

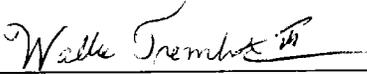
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed One Hundred Thirty-Seven Thousand Two Hundred Fifteen and 71/100 Dollars (\$137,215.71) and Five Thousand and 00/100 Dollars (\$5,000.00) for a construction contingency account, for a total price of One Hundred Forty-Two Thousand Two Hundred Fifteen and 71/100 Dollars (\$142,215.71).

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 Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(71 Construction, Inc., - Lake MacKensie Dog Park Paving and Pathway Project)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Cindie Langston, Solid Waste Manager
Andrew Beamer, P.E., City Engineer
Jason Knopp, P.E., Associate Engineer

SUBJECT: Change Order No. 2 with High Country Construction, Inc.
Biosolids Composting Area and Unlined Construction and Demolition Waste Cell,
Project No. 13-39

Recommendation:

That Council, by resolution, authorize Change Order No. 2 with High Country Construction, Inc., (High Country) for a contract price adjustment of \$151,031, as part of the Biosolids Composting Area and Unlined Construction and Demolition Waste Cell, Project No. 13-39.

Summary:

High Country is under contract with the City of Casper for the Biosolids Composting Area and Unlined Construction and Demolition Waste Cell. This contract includes the construction of an Unlined Construction and Demolition Waste Cell and completion of construction of the Biosolids Treatment Facility.

The contract with High Country was for \$1,020,612, with a construction time line of 140 days and a construction contingency of \$51,031. The contractor is nearing the completion of the project, on budget with only the perimeter chain link fence left to install, and 70 days remaining on the contract time line.

The Casper Regional Landfill will be expanding the landfill in spring of 2015 to open up cells 3 and 4 as the current landfill operation in cells 1 and 2 will hit capacity early summer 2015. High Country's unit price of \$1.44 per cubic yard to execute and haul material is substantially less than the average cost of \$2.15 per cubic yard seen over the last two years.

City staff recognizes the low price received from High Country to excavate and haul material and recommends capitalizing on the bid price and increasing High Country's contract by \$151,031 to excavate Cells 3 and 4. This will complete approximately 90% of the required excavation.

Funding for this change order will be \$51,031 from the contract contingency account, and \$100,000 from the Solid Waste funds for Improvements Other than Buildings budgeted for FY14.

A resolution is prepared for Council's consideration.

**CITY OF CASPER
CHANGE ORDER**

No. Two (2)

Project: **Construction of Biosolids Compost Area and Unlined Construction and Demolition Waste Cell**
City of Casper Regional Landfill, Project # 13-39

DATE OF ISSUANCE: June 5, 2014

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

CONTRACTOR: High Country Construction, Inc.

ENGINEER: (CQAC): William Hensley, Solid Waste Professionals of Wyoming

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

Description: Increase Quantity for Bid Item # 4; Excavate, Haul, and place in C&D Landfill Cell Area

Attachments: Item Description and Cost Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract price: <u>\$1,026,612.00</u>	Original Contract time: (days or date) Substantial Completion: 120 days Final Completion: 140 days
Previous Change Orders No. CO #01 <u>(\$6,000.00) decreases</u>	Net change from previous change orders (days) : none
Contract Price prior to this change order: <u>\$1,020,612.00</u>	contract time prior to this change order: Substantial Completion: 120 days Final Completion: 140 days
Net Increase of this change order: <u>\$ 151,031.00</u>	Net increase/decrease of this change order: 0 days
Contract Price with all approved change orders: <u>\$1,171,643.00</u>	Contract time with all approved change orders: Substantial Completion: 120 days Final Completion: 140 days

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: Phil Ostrowski

BY: W Hensley

BY: _____

Contractor

Engineer

Owner

RESOLUTION NO. 14-161

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH HIGH COUNTRY CONSTRUCTION, INC., FOR THE BIOSOLIDS COMPOST AREA AND UNLINED CONSTRUCTION AND DEMOLITION WASTE CELL PROJECT.

WHEREAS, High Country Construction, Inc., is performing services under the terms of an agreement with the City of Casper for the Biosolids Compost Area and Unlined Construction and Demolition Waste Cell Project, No. 13-39; and,

WHEREAS, the City of Casper desires to direct the contractor to perform additional work to complete the project; and,

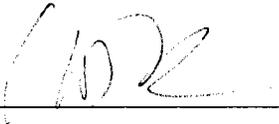
WHEREAS, the cost for this adjustment will be paid for with the construction contingency previously approved by the Casper City Council with additional funds from the Casper Regional Landfill Improvements Other than Buildings.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 2 to the agreement with High Country Construction, Inc., for performing additional work related to Biosolids Compost Area and Unlined Construction and Demolition Waste Cell Project, in the amount of One Hundred Fifty-One Thousand Thirty-One Dollars (\$151,031).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of One Million One Hundred Seventy-One Thousand Six Hundred Forty-Three Dollars (\$1,171,643).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 10, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Consideration of a replat creating Mesa Addition No. 9

Recommendation:

That Council, by resolution, approve the replat of Lot 41B of Mesa Addition No. 5 to create Mesa Addition No. 9.

Summary:

Mesa Development, Inc. has applied to vacate and replat Lot 41B of Mesa Addition No. 5, to create Mesa Addition No. 9. The subject property is currently platted as a single lot, located north of the intersection of Talon Drive and Central Drive, is zoned C-2 (General Commercial), and encompasses approximately 2.89-acres. Land uses in the area are single-family residential to the west, multi-family residential to the east, and CY Junior High to the south. The replat is subdividing the property to create sixteen (16) lots on which the applicant proposes to construct twinhomes. Proposed lot sizes average between 7,000 to 8,000 square feet in size.

The Planning and Zoning Commission recommended approval of the replat creating Mesa Addition No. 9. One letter was received from a concerned neighbor with questions regarding the proposed replat, and one letter was received from a neighbor with concerns regarding the bus stop located in the area.

A resolution has been prepared for Council's consideration.

MESA ADDITION NO. 9



Meadowlark Hills Subdivision

Meadows Senior Housing

Legend
■ Subject Property



A VACATION AND REPLAT OF
 ALL OF LOT 41B OF MESA ADDITION NO.5,
 AN ADDITION TO THE CITY OF CASPER, WYOMING
 ACCORDING TO THE MINOR BOUNDARY ADJUSTMENT PLAT
 PLAT OF "MESA ADDITION No. 5, LOT 41B & MEADOWLARK
 HILLS, LOT 45A, BLOCK 6", RECORDED AS
 INSTRUMENT NUMBER XXXXXX OF THE
 NATRONA COUNTY, WYOMING RECORDS
 TO BE KNOWN AS

MESA ADDITION NO. 9
 AN ADDITION TO THE CITY OF CASPER, WYOMING
 SITUATED IN
 THE NORTHEAST QUARTER (NE1/4)
 OF SECTION 19, TOWNSHIP 33 NORTH, RANGE 79 WEST,
 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

CERTIFICATE OF DEDICATION
 THE UNDERSIGNED, MESA DEVELOPMENT, INC., RANDALL S. HALL, PRESIDENT, HEREBY CERTIFIES THAT MESA DEVELOPMENT, INC. IS THE OWNER AND PROPRIETOR OF THE FOREGOING "MESA ADDITION NO. 9", BEING ALL OF LOT 41B ACCORDING TO THE MINOR BOUNDARY ADJUSTMENT PLAT OF "MESA ADDITION NO. 5, LOT 41B & MEADOWLARK HILLS, LOT 45A, BLOCK 6" AND BEING A PORTION OF LAND SITUATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 19, TOWNSHIP 33 NORTH, RANGE 79 WEST, 6TH P.M., NATRONA COUNTY, WYOMING; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED AND THE NORTHWESTERLY CORNER OF SAID LOT 41A OF "MESA ADDITION NO. 5, LOT 41B & MEADOWLARK HILLS, LOT 45A, BLOCK 6" ACCORDING TO THE PLAT THEREOF RECORDED AS INSTRUMENT NUMBER xxxxxx OF THE NATRONA COUNTY RECORDS, MONUMENTED WITH A 3-1/4" BRASS CAP STAMPED LS 578;

THENCE NORTH 89°23'29" EAST, 142.94 FEET ALONG THE NORTH LINE OF SAID LOT 41B TO A POINT ON THE WESTERLY R.O.W. LINE OF CENTRAL DRIVE, A 70 FOOT WIDE RIGHT OF WAY AS DEDICATED AND SHOWN ON THE PLAT OF MESA ADDITION NO. 5 RECORDED AS INSTRUMENT NUMBER 841580 OF THE NATRONA COUNTY RECORDS, MONUMENTED WITH A 3 1/4" BRASS CAP STAMPED PLS 12699;

THENCE SOUTH 17°36'46" EAST, 101.83 FEET ALONG SAID WESTERLY R.O.W. LINE OF CENTRAL DRIVE AND THE EASTERLY BOUNDARY OF SAID LOT 41B TO A 3 1/4" BRASS CAP STAMPED PLS 12699 AND BEING THE BEGINNING OF A TANGENT CIRCULAR CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID WESTERLY R.O.W. AND SAID EASTERLY BOUNDARY ON THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, WITH A CENTRAL ANGLE OF 20°17'40", A RADIUS OF 660.00 FEET, AN ARC LENGTH OF 233.77 FEET, AND A CHORD BEARING SOUTH 07°27'56" EAST, 232.56 FEET TO A 3 1/4" BRASS CAP STAMPED PLS 12699;

THENCE SOUTH 02°40'54" WEST, 416.22 FEET ALONG SAID WESTERLY R.O.W. AND SAID EASTERLY BOUNDARY TO THE SOUTHEASTERLY CORNER OF SAID LOT 41B BEING MONUMENTED BY A 3 1/4" BRASS CAP STAMPED PLS 12699;

THENCE NORTH 87°18'43" WEST, 10.00 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 41B TO A 3 1/4" BRASS CAP STAMPED LS 578;

THENCE NORTH 59°44'59" WEST, 88.05 FEET ALONG SAID SOUTHERLY BOUNDARY TO AN 3 1/4" BRASS CAP STAMPED PLS 12699;

THENCE NORTH 40°48'27" EAST, 40.35 FEET ALONG SAID SOUTHERLY BOUNDARY TO AN 3 1/4" BRASS CAP STAMPED PLS 12699;

THENCE NORTH 59°45'50" WEST, 140.09 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE SOUTHWESTERLY CORNER OF SAID LOT 41B BEING MONUMENTED BY A 3 1/4" BRASS CAP STAMPED PLS 12699;

THENCE NORTH 00°21'43" WEST, 595.98 FEET ALONG THE WESTERLY BOUNDARY OF SAID LOT 41B TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 2.89 ACRES MORE OR LESS.

THE VACATION AND REPLAT OF THE ABOVE DESCRIBED LANDS AS APPEARS ON THIS PLAT, IS WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDER-SIGNED OWNER(S), PROPRIETOR(S) OR PARTIES OF INTEREST HAVE BY THESE PRESENTS LAID OUT AND SURVEYED AS "MESA ADDITION NO. 9", AN ADDITION TO THE CITY OF CASPER, WYOMING. THAT ALL UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF CASPER, WYOMING AND ITS LICENSEES FOR THE PURPOSES OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TELEVISION LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC. THAT THE DRAINAGE EASEMENT, AS DESIGNATED ON THIS PLAT IS HEREBY DEDICATED TO THE CITY OF CASPER, WYOMING.

EXECUTED THIS _____ DAY OF _____, 2014.

BY: _____
 RANDALL S. HALL, PRESIDENT (MESA DEVELOPMENT, INC.)

STATE OF WYOMING)
) SS
 COUNTY OF NATRONA)

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2014, BY RANDALL S. HALL.

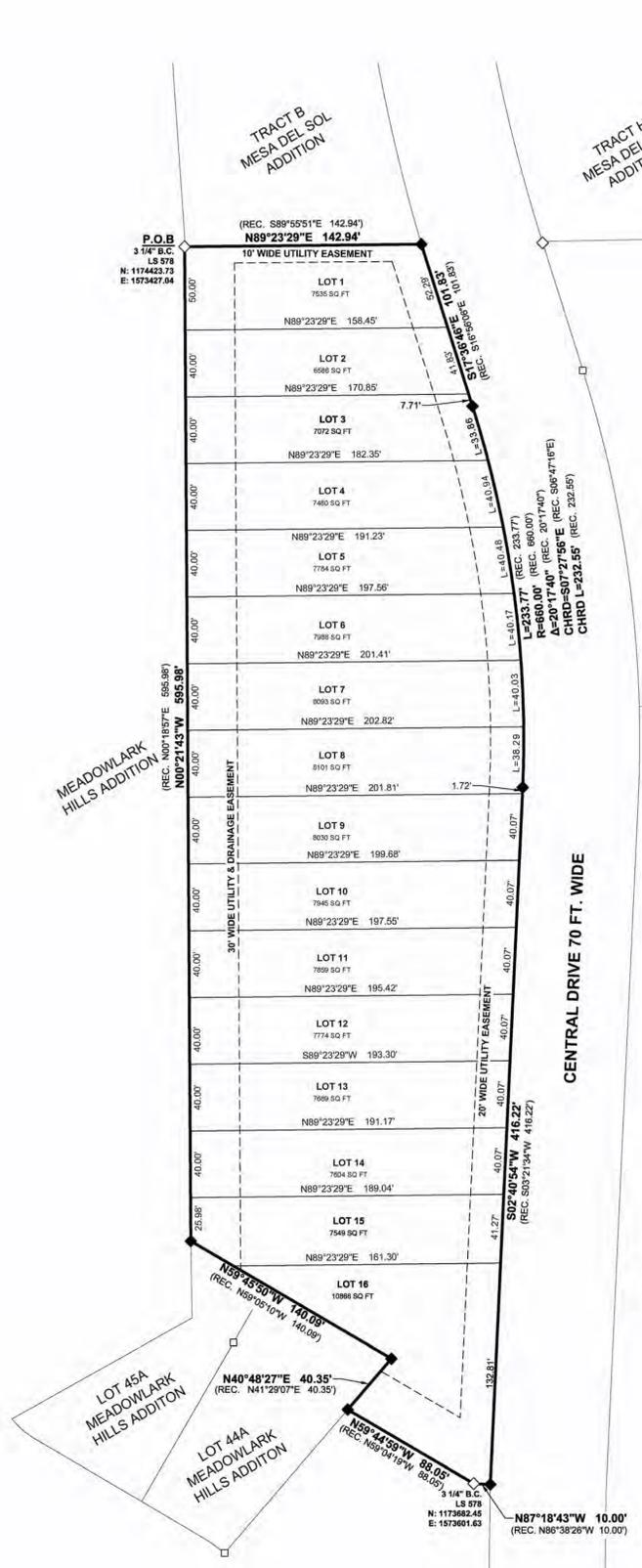
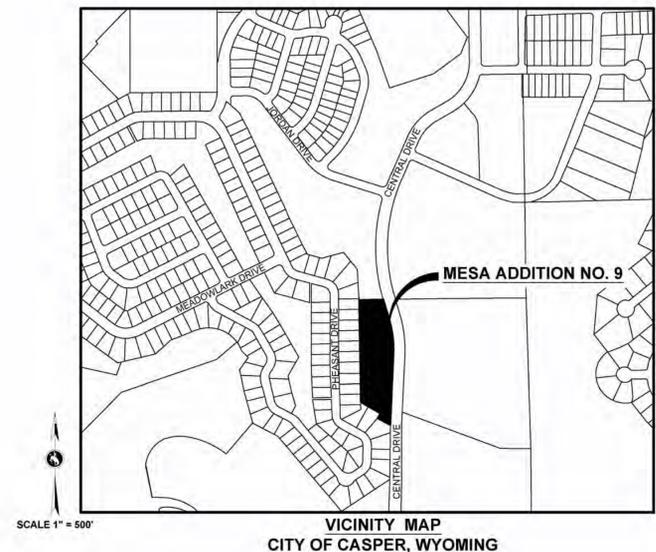
WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



- BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE DISTANCES ARE GROUND DAF = 1.0002326883
- SCALE: 1" = 50'
- ◇ = FOUND BRASS CAP
 - = FOUND ALUMINUM CAP
 - ◆ = SET 3 1/4" BRASS CAP, LS 12699, T-POST ALONGSIDE
 - = SET 2" AC. LS 12699 ON 5/8" REBAR
 - = SUBDIVISION BOUNDARY LINE
 - = LOT LINE
 - - - = EXTENTS OF EASEMENT
 - = ADJOINERS PROPERTY LINES FROM RECORD
 - REC. = RECORD CALL



- NOTES**
- PUBLISHED COORDINATES REFER TO THE CITY OF CASPER'S GIS DATUM OF WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD 83/86.
 - ALL INTERIOR LOT CORNERS ARE TO BE SET WITH A DURABLE MONUMENT BY THE OWNER'S DESIGNATED WYOMING PROFESSIONAL LAND SURVEYOR UPON COMPLETION OF THE ROADWAYS AND UNDERGROUND UTILITIES.
 - ERROR OF CLOSURE IS 1:198,533
 - RECORD CALLS REFER TO THE MINOR BOUNDARY ADJUSTMENT PLAT OF "MESA ADDITION NO. 5, LOT 41B & MEADOWLARK HILLS, LOT 45A, BLOCK 6"

APPROVALS

APPROVED: PLANNING AND ZONING COMMISSION CASPER, WYOMING
 THIS _____ DAY OF _____, 2014 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 RESOLUTION NUMBER _____ DULY PASSED, ADOPTED AND APPROVED ON THIS _____ DAY OF _____, 2014.

ATTEST: CITY CLERK _____ MAYOR _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2014.

CITY ENGINEER _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2014.

CITY SURVEYOR _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2014.

COMMUNITY DEVELOPMENT DIRECTOR _____

CERTIFICATE OF RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK THIS _____ DAY OF _____, 2014 AS INSTRUMENT NUMBER _____

NATRONA COUNTY CLERK _____

CERTIFICATE OF SURVEYOR

I, GEORGE J. DALE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF MESA ADDITION NO. 9, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, AND THAT THIS PLAT WAS MADE FROM AN ACCURATE FIELD SURVEY OF SAID PROPERTY CONDUCTED BY AARON L. MONEY, DURING APRIL 2014, UNDER MY DIRECT SUPERVISION AND THAT THE PHYSICAL AND MATHEMATICAL DETAILS SHOWN HEREON ARE CORRECT AT THE TIME OF SAID SURVEY.

PROFESSIONAL ENGINEERS & LAND SURVEYORS

Environmental and Civil Solutions, LLC
 1607 CY Avenue, Suite 102
 Casper, WY 82604
 Phone: 307.337.2883
 www.ecsengineers.net

PROJECT NO. 140047

OWNER: MESA DEVELOPMENT, INC.
 550 N. POPULAR ST.
 CASPER, WY 82601

SURVEYOR: AARON L. MONEY, LSI
 REVIEW: GEORGE J. DALE, PLS

DATE DRAWN: 05.21.14
 BY: ALM



**MESA ADDITION NO. 9
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 6th day of June, 2014 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. Mesa Development, Inc., 550 North Poplar Street, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lot 41B of Mesa Addition No. 5 to create Mesa Addition No. 9, comprising 2.89-acres, more or less, to create the Mesa Addition No. 9.
- C. A plat of Mesa Addition No. 9 ("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:

Mesa Development, Inc.
 550 North Poplar Street
 Casper, Wyoming 82601

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

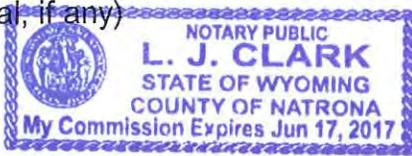
V.H. McDonald
Clerk

Paul L. Meyer
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 6th day of June, 2014 by Randall S. Hall as the President of Mesa Development, Inc.

(Seal, if any)



LJ Clark
(Signature of notarial officer)
Licensed Exec. Asst
Title (and Rank)

[My Commission Expires: June 17, 2017]

RESOLUTION NO. 14-162

A RESOLUTION APPROVING THE REPLAT OF LOT 41B,
MESA ADDITION NO. 5 TO CREATE MESA ADDITION NO. 9
AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to replat Lot 41B, Mesa Addition No. 5, to create Mesa Addition No. 9, located south of CY Avenue, on Central Drive, comprising 2.89-acres, more or less, and creating sixteen (16) lots; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held May 27, 2014, a motion recommending that the City Council approve said replat; and,

WHEREAS, the governing body of the City of Casper finds that the above described replat should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the replat as described above.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a subdivision agreement between the City and Mesa Development, Inc.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 3, 2014

MEMO TO: John Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: A Resolution Approving A Contract With The National Development Council To Provide Economic Development And Urban Redevelopment Consulting Services.

Recommendation:

That Council, by resolution, approve the contract with The National Development Council for economic development and urban redevelopment consulting services, in the amount of \$10,000.

Summary:

The National Development Council (NDC) is a not-for-profit organization that provides consulting services for community and economic development. In 2003, the City of Casper entered into a contract for consulting services with The National Development Council on both commercial and residential (affordable) projects. Since then, Council has renewed the contract annually for \$10,000 per year. The most recent contract will expire July 1, 2014. The purpose of the new contract is to extend those services through Fiscal Year 2015. The scope of services in the NDC contract with the City of Casper includes, but is not limited to, the following:

- Evaluation sponsor/developer experience and capacity
- Financial review and structuring
- Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
- Advising on tax credit equity sources, requirements and structuring
- Assisting with development issues during pre-development and development
- Structuring loan documents and development agreements
- Advising on program regulation issues

Funding for this contract is provided in the City Council's Budget.

A resolution has been prepared for Council's consideration.

CONTRACT BETWEEN
THE CITY OF CASPER, WYOMING AND
THE NATIONAL DEVELOPMENT COUNCIL

1. Parties. The parties to this Contract are the City of Casper, Wyoming (“Client”) located at 200 North David, Casper, Wyoming 82601 and the National Development Council (“NDC”) , a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose address is 708 Third Avenue, Suite 710, New York, New York 10017 (“Contractor”).
2. Purpose of Contract. To promote development within Casper, the City is undertaking a variety of community and economic development projects. At the direction of the Client, NDC will provide technical assistance described in Attachment A of this Contract.
3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2014 through June 30, 2015. All services shall be completed during this term. This contract may be renewed by agreement of both parties in writing and subject to the required approvals. There is no right of expectation of renewal and any renewal will be determined at the discretion of the Client.
4. Payment. Client agrees to pay Contractor for the services described in Attachment A. The total payment under this Contract shall not exceed ten thousand dollars (\$10,000). Payment(s) will be made monthly in the amount of \$833.33 upon submission of invoice(s). This amount includes all of the contractor's time, supplies, postage, telephone, and other similar expenses. Travel costs will be reimbursed separately and approved ahead of any travel expenditure.

As an independent contractor, Contractor is responsible for all taxes and other benefits of the employees of the Contractor and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Client and the Contractor. Payment for services rendered under this Contract evidences Client's acceptance of such services in accordance with the terms of the Contract. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract. The monetary proceeds of this Contract are specifically for the project(s)/program(s) specified in this Contract and cannot be used for any lobbying efforts. Strict accounting is needed by the Contractor to insure no city funds are used in this manner.
5. Responsibilities of Contractor. The services to be provided by Contractor are described in Attachment A, which is attached and made part of this Contract.

6. Special Provisions.

- a. No Finder's Fee. No finder's fee, employment agency fee, or other such fee related to procurement of this contract shall be paid by either party.
- b. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat § 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. The Contractor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Contract.
- c. Publicity. Any publicity given to a program or services provided herein, including but not limited to, notices, information, pamphlets, press releases, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the Client as the sponsoring agency and shall not be released without prior written approval from the Client. No news release, including photographs, public announcements or confirmation of the subject matter of this contract or any phase of any program hereunder shall be made without prior written approval of both parties.
- d. Confidentiality of Reports. Contractor shall keep confidential all reports, information and data given to, prepared or assembled by Contractor pursuant to Contractor's performance hereunder and Client designated as confidential. Such information shall not be made available to any person, firm or corporation or entity without prior written consent of the Client being first obtained.

7. General Provisions.

- a. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- b. Americans with Disabilities Act. The Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- c. Applicable Law/Venue. The laws of the State of Wyoming shall govern construction, interpretation and enforcement of this Contract. The Courts of the State of Wyoming shall have jurisdiction over this Contract 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 Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral

for any financial obligation, without the prior written permission of the Client.

- e. **Audit/Access to Records.** The Client and any of its representatives shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to this Contract.
- f. **Availability of Funds.** Each payment obligation of the Client 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 Contractor, this Contract may be terminated by the Client at the end of the period for which the funds are available. The Client shall notify the Contractor 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 City in the event this provision is exercised, and the City 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 Client to terminate this Contract in order to acquire similar services from another party.
- g. **Award of Related Contracts.** The Client may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the City in all such cases.
- h. **Compliance with Law.** The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.
- i. **Conflicts of Interest.** Contractor shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest, which results in a disadvantage to the Client or a disclosure, which would adversely affect the interest of the Client. Contractor shall notify the Client of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Contractor shall take steps to insure that the file, evidence, evaluation and the date are provided by the Client or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations, or representation under agreement with other agencies or attorneys as long as no conflict exists.

A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the State of Wyoming, its agencies, boards commissions or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgment, writs of prohibition or quo warranto.

- j. Entirety of Contract. This Contract, consisting of six (6) pages and Attachment A, one (1) page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations representations, and agreements, whether written or oral.
- k. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargos, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.
- l. Indemnification. The Contractor shall indemnify, defend and hold harmless the Client, and its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations including, but not limited to, any claims, lawsuits, losses or liability arising out of Contractor's malpractice.
- m. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the Client for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the City of Casper, or to incur any obligation of any kind on the behalf of the Client.

The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City of Casper employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

- n. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Client may, at its discretion, terminate this Contract without liability to the Client, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- o. Nondiscrimination. The Contractor shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. ' 27-9-105 *et seq.*), and the Americans With Disabilities Act (ADA). 42 U.S. C. 12101, *et seq.* The Contractor shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this contract.
- p. 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, e-mail, or delivery in person.
- q. Ownership of Documents/Work Product. All documents, reports records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times the property of the Client.
- r. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Client shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the City Attorney.
- s. Sovereign Immunity. The City does not waive sovereign immunity by entering into this Contract and specifically retains immunity and all defenses available to it as a sovereign pursuant to Wyoming Statutes Section 1-39-101 *et. seq.* and all other state law.
- t. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- u. Termination of Contract. This Contract may be terminated, without cause, by the Client upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- v. Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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. 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

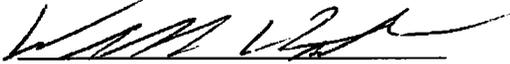
out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

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

x. Waiver. No term or condition of this Contract shall be held to be waived modified, or deleted except by an instrument, in writing, signed by the parties.

8. Signatures. In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms of this contract. The effective date of this Contract is the date of the signature last affixed to this page.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

WITNESSETH:

NATIONAL DEVELOPMENT COUNCIL



Robert Davenport
President

5/30/14

NDC TECHNICAL ASSISTANCE AGREEMENT
SCOPE OF SERVICES
EXHIBIT A

To promote redevelopment within the City of Casper, Wyoming, the City is undertaking a variety of community and economic development projects. NDC will provide technical assistance to the City in reviewing, structuring and financing these projects during pre-development and project development.

This Scope of Services describes the assistance available under this Technical Assistance Agreement during the specified contract period. The Client and NDC by mutual agreement may revise this Scope. The Client will direct NDC's activities and determine which services rendered by NDC and payment by the Client evidences the Client's acceptance of the assistance provided under this Agreement. The assistance offered includes:

1. NDC will review and evaluate projects being considered by the City for community and economic development assistance. This work focuses on those potential loans being considered with the City's CDBG Revolving Loan Funds and/or New Markets Tax Credit Programs and may include, as directed:
 - evaluating sponsor/developer experience and capacity
 - financial review and structuring
 - review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
 - advising on tax credit equity sources, requirements and structuring
 - identifying other funding sources when required
 - assisting with development issues during pre-development and development
 - structuring loan documents and development agreements
 - advising on program regulation issues
2. NDC will provide technical support and/or financial analysis of economic and/or housing development program proposals as requested.

RESOLUTION NO. 14-163

A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH THE NATIONAL
DEVELOPMENT COUNCIL.

WHEREAS, the City of Casper is desirous of obtaining the services of a contractor to provide consulting services on loan document reviews, loan policies, the New Markets Tax Credit program, Community Development Block Grant Funds, housing development programs, and other economic development related opportunities; and,

WHEREAS, The National Development Council is willing, able and qualified to perform these services for the City of Casper and has served the City in this capacity in the past; and,

WHEREAS, The National Development Council acting solely as an independent contractor, has agreed to perform the duties as specified in the Contract for 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 City Clerk to attest, a professional services contract with The National Development Council under the terms and conditions more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments during the term of this contract, in an amount not to exceed a total contract amount of Ten Thousand Dollars (\$10,000).

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Planned Unit Development (PUD) sub-area plan approval for Lot 10, Park Ridge Medical Campus No. 2 Addition (a portion of the McMurry Business Park PUD).

Recommendation:

That Council, by resolution, approve the sub-area plan for Lot 10, Park Ridge Medical Campus No. 2 Addition, and the associated Sub-Area Plan Agreement.

Summary:

Granite Peak Development, LLC has applied for sub-area plan approval for Lot 10, Park Ridge Medical Campus No. 2 Addition. The property is located generally northwest of the intersection of Granite Peak Drive and East Second Street, is zoned PUD (Planned Unit Development), and is part of the McMurry Business Park PUD (Planned Unit Development). The sub-area plan establishes, as the proposed use of the property, an apartment complex consisting of ten, 3-story buildings, and one, 1-story clubhouse, with a combined total of 228 dwelling units.

The McMurry Business Park PUD (Planned Unit Development) Guidelines approved by Council in July of 2005, and recently amended, created a streamlined review procedure for projects in the McMurry Business Park. Typically, when an area within the McMurry Business Park is platted applicants are required to submit a sub-area plan, which is a preliminary site plan showing estimated building sizes, locations, orientations, general off-street parking areas, as well as landscaped areas. The sub-area plan that was originally approved for the Park Ridge Medical Campus No. 2 Addition did not include the subject property because the applicants did not yet know what the eventual use of the property would be. The applicants are now ready to proceed with the development of the site, and have submitted the required sub-area plan, which requires approval by both the Planning and Zoning Commission and the City Council. Once a sub-area plan is approved, a detailed site plan can be then be submitted for approval by the McMurry Business Park Design Review Committee and the City Planning Department staff, as long as the site plan generally matches or only slightly differs in building size as compared to the approved sub-area plan. Although the Commission and Council will not formally review the detailed site plan for this area, their respective recommendations on the sub-area plan directly affects the design of the detailed site plan.

The sub-area plan proposes an apartment development with a total of 228 dwelling units, located on 10-acres, totaling approximately twenty-three (23) dwelling units per acre. The PUD Guidelines allow for a residential density of up to twenty-four (24) units per acre. Access to the site is proposed to be via two curb cuts on Granite Peak Drive. A minimum of 276 parking spaces must be provided, and the sub-area plan shows a total of 402 parking spaces available, consisting of 312 surface spaces and 90 garage spaces. The structures on the site are proposed to

be three-stories in height, and the PUD Guidelines allow structures up to fifty-five (55) feet in height in this area.

The McMurry Business Park PUD Guidelines approved by Council in 2005, and recently amended, establishes four (4) different planning areas within the business park. Those planning areas are:

1. C – (Commercial-Retail/Office/Medical/Lodging);
2. CMF – (Commercial/Multi-Family);
3. SF – (Detached Residential); and,
4. OS – (Open Space).

The proposed sub-area plan is located in “Planning Area CMF.” Permitted uses in Planning Area CMF include:

1. One-family attached dwellings;
2. **Multi-family dwellings;**
3. General offices;
4. Theaters;
5. Hospitals;
6. Medical and dental offices, clinics and laboratories;
7. Convenience stores;
8. Nursing homes;
9. Assisted living facilities;
10. Police and fire stations;
11. Churches;
12. Synagogues;
13. Schools;
14. Financial institutions, including drive-through banks;
15. Indoor recreational facilities (including private health and wellness centers, athletic clubs, indoor pools and training facilities, climbing walls, and dance studios);
16. Stores for wholesale or retail sales;
17. Hotels and motels;
18. Restaurants (including sit-down, take-out and drive-through facilities);
19. Bars;
20. Day care facilities;
21. Community center buildings;
22. Temporary construction or sales trailers and offices, provided the construction offices and trailers are removed from the site within 30 days of the issuance of a certificate of occupancy for the building to which the office is appurtenant, and the sales offices are removed within 30 days of the initial sale of the last lot within this use area;
23. Auto Sales;
24. Other uses similar in character to those specifically listed above.

The proposed multi-family development of the property complies with the listed permitted uses in Planning Area CMF. There were no public comments received regarding this proposal. In that the proposed sub-area plan meets all the requirements of the Casper Municipal Code, and the McMurry Business Park PUD Guidelines, the Planning and Zoning Commission recommended approval, with one condition:

1. Pursuant to the approved McMurry Business Park PUD Guidelines and prior to the development of the property, a detailed site plan shall be submitted to the Community Development Department for review and approval.

A resolution and a Sub-Area Plan have been prepared for Council's consideration.

LOT 10, PARK RIDGE MEDICAL CAMPUS NO. 2



LOT 10, PARK RIDGE MEDICAL CAMPUS NO. 2 ADDITION
SUB-AREA PLAN AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of June, 2014, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Granite Peak Development, LLC, PO Box 51568, Casper, Wyoming 82605, hereinafter designated as "Owner."

WHEREAS, Granite Peak Development, LLC has applied for Sub-Area Plan approval for Lot 10, Park Ridge Medical Campus No. 2 Addition, which is located within the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, the McMurry Business Park PUD Guidelines, as approved by the City Council, require the approval of a sub-area plan for all properties within the McMurry Business Park PUD prior to the submittal of a detailed site plan for review and approval; and,

WHEREAS, a copy of the Sub-Area Plan for Lot 10, Park Ridge Medical Campus No. 2 Addition, "Bentley Manor, LLC Park Ridge Medical Campus No. 2, Lot 10" (Sheet C1.0) and "Bentley Manor at Park Ridge" dated May 12, 2014 is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth.

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Sub-Area Plan provides a general site layout for Lot 10, Park Ridge Medical Campus No. 2 Addition, including building sizes, density, orientation, landscaping, open space and parking arrangements. The development of the property shall be consistent and in keeping with the approved Sub-Area Plan.
- B. Prior to the application for a building permit for any structure located on Lot 10, Park Ridge Medical Campus No. 2 Addition, a detailed site plan shall be submitted to the Community Development Department for review and approval, in compliance with the approved McMurry Business Park PUD Guidelines.
- C. Concurrent with the submittal of a detailed site plan for review and approval by the City, the applicant shall submit an affidavit from the McMurry Business Park Design Review Committee expressing its

approval and compliance with the McMurry Business Park Design requirements.

II. OBLIGATIONS OF THE OWNER:

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

- A. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- B. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this Agreement, hereby authorize the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.
- C. All public improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- D. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the

Owner fails to maintain, repair, or replace said improvements, City may, at its option, 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 their obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

- E. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner fails 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 and/or landscaping work is completed in the Development.
- F. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- G. The Owner, at their cost, shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.
- H. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- I. The Owner, at their own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- J. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City'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 Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the

event of damage by reason of future sewer construction within said Development.

- K. 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.
- L. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development 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 mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- M. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- N. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including, but not limited to, all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- O. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall 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 Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost 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 City.
- P. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.

- Q. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements, as outlined in the Site Plan Agreement, are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent (100%) of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
- R. A project may be constructed without financial security as otherwise required herein provided that the Owner/subdivider submit to the City a bonded Agreement between the Owner and their contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the Subdivision Agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
- S. In the event the Owner elects to construct a project without a bonded Agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded Agreement between the Owner and the Contractor as set forth in subsection (A)(2) of this section shall be provided to the City.
- T. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent (20%) of the total construction costs of such improvements. This financial security for the warranty period of eighteen

(18) months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

U. Forms of Financial Security.

1. Financial security may be provided in one of the following forms:

- a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the City;
- b. Cash;
- c. Surety bonds on forms provided by the City;
- d. Unconditional letter of credit subject to the laws and courts of the State of Wyoming in a form approved by the City.

V. The Owner's engineering consultant shall provide actual construction costs to the City for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.

W. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the Owner/developer within ten (10) calendar days.

III. OBLIGATIONS OF THE CITY:

The City shall review the detailed site plan, once submitted, for compliance with the McMurry Business Park PUD Guidelines, the approved Sub-Area Plan and the Casper Municipal Code, and upon approval will issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this Agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

IV. REMEDIES:

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

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, their successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, 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 third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agree to pay all the City's reasonable attorney's 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. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. 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.
- D. Governing Law and Venue: Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

E. 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.

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

APPROVED AS TO FORM:

Wallie Fremont

WITNESS:

CITY OF CASPER, WYOMING
A Municipal Corporation

By:
Printed Name: _____

Paul L. Meyer
Mayor

WITNESS:

OWNER
Granite Peak Development, LLC

William Fehring
By:
Printed Name: William Fehring

R. Fairervis
By:
Printed Name: RICH FAIRSERVIS

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Paul L. Meyer, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation, this _____ day of _____, 2014.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

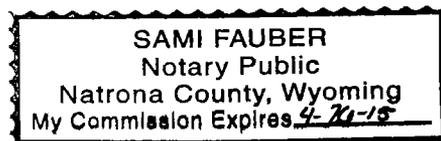
The foregoing instrument was acknowledged before me by Rich Farservis, as Resident of Granite Peak Development, LLC, this 6th day of June, 2014.

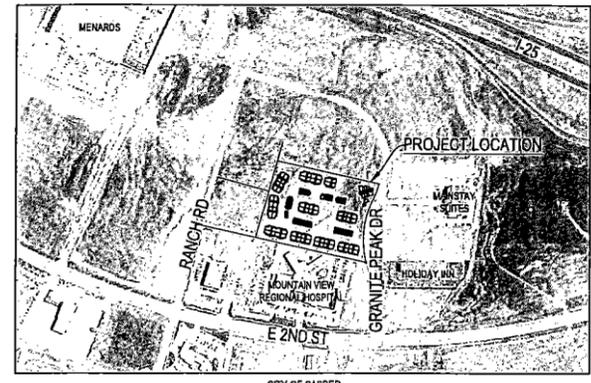
WITNESS my hand and official seal.

Sami Fauber

Notary Public

My Commission Expires: 4-26-15





EXISTING UTILITIES LEGEND:

- W ——— W ——— EXISTING WATER LINE
- SS ——— SS ——— EXISTING SANITARY SEWER LINE
- ST ——— ST ——— EXISTING STORM SEWER LINE
- GA5 ——— GA5 ——— EXISTING GAS LINE
- UGP ——— UGP ——— EXISTING UNDERGROUND ELECTRICAL LINE
- UGT ——— UGT ——— EXISTING TELEPHONE LINE
- VT ——— VT ——— EXISTING TV LINE
- W V EXISTING WATER VALVE
- F H EXISTING FIRE HYDRANT
- C S EXISTING CURB STOP
- S M EXISTING SANITARY SEWER MANHOLE
- S C EXISTING SANITARY SEWER CLEANOUT
- S M EXISTING STORM SEWER MANHOLE
- S C EXISTING STORM SEWER CLEANOUT
- S M EXISTING STORM SEWER CATCH BASIN
- S C EXISTING STORM SEWER CLEANOUT
- S F EXISTING FLARED END SECTION
- T P EXISTING TELEPHONE PEDESTAL
- B EXISTING BOLLARD
- — — — — EXISTING CONTOURS

PROPOSED UTILITIES LEGEND:

- W ——— W ——— PROPOSED WATER LINE
- SS ——— SS ——— PROPOSED SANITARY SEWER LINE
- ST ——— ST ——— PROPOSED STORM SEWER LINE
- X ——— X ——— PROPOSED SNOW AND SILT FENCE
- W V PROPOSED WATER VALVE
- F H PROPOSED FIRE HYDRANT
- C S PROPOSED CURB STOP
- S M PROPOSED SANITARY SEWER MANHOLE
- S C PROPOSED SANITARY SEWER CLEANOUT
- S M PROPOSED STORM SEWER MANHOLE
- S C PROPOSED STORM SEWER CLEANOUT
- S M PROPOSED STORM SEWER CATCH BASIN
- S C PROPOSED STORM SEWER CLEANOUT
- S F PROPOSED FLARED END SECTION
- T R PROPOSED TRASH RECEPTACLE
- — — — — PROPOSED CONTOURS
- — — — — PROPOSED ASPHALT
- — — — — PROPOSED CONCRETE

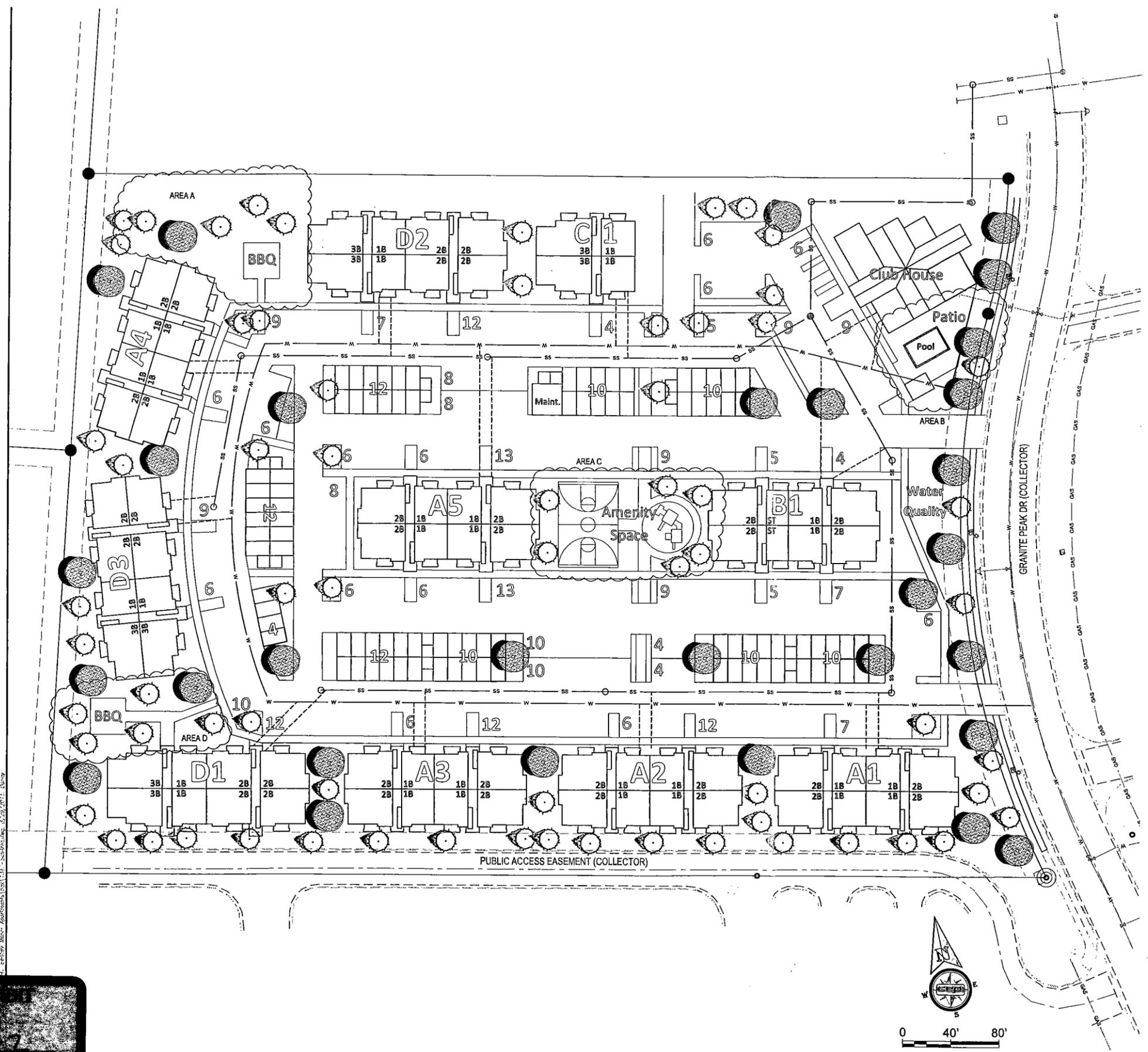
LOT SIZE = 19.0 ACRES
 DENSITY = 22.8 DWELLINGS / ACRE (24 MAX)

BUILDING	SF	STORIES	HEIGHT
A	7,844	3	43.5'
C	4,826	3	43.5'
D	6,859	3	43.5'
GARAGE	264	1	
CLUBHOUSE	5,000	1	
MAINTENANCE	800	1	
MAN / POOL	400	1	
3-BEDROOM UNITS =			24
2-BEDROOM UNITS =			114
1-BEDROOM UNITS =			78
STUDIO UNITS =			12
TOTAL =			228

PARKING REQUIRED =	278 SPACES
228 UNITS @ 1.21 SPACES / UNIT = 276 SPACES	
PARKING PROVIDED	
SURFACE =	312 SPACES
GARAGE =	90 SPACES
TOTAL =	402 SPACES

OPEN SPACE REQUIREMENTS MET BY OTHER AREAS OF McMURRY BUSINESS PARK PER REVISED PUD GUIDELINES. THE ON-SITE AREAS LISTED BELOW ARE FOR INFORMATION PURPOSES ONLY.

AREA	ACRES
AREA A =	0.35 ACRES
AREA B =	0.17 ACRES
AREA C =	0.27 ACRES
AREA D =	0.21 ACRES
TOTAL =	1.0 ACRES



DATE	REVISIONS

BENTLEY MANOR, LLC
PARK RIDGE MEDICAL CAMPUS NO. 2, LOT 10
CASPER, WYOMING 82609

PROJECT #: 13-47
 DATE: 5/21/14
 DRAWN BY: DW

SUB-AREA PLAN
 SHEET
C1.0

SITE INFORMATION

PARKING REQUIRED = 401 SPACES

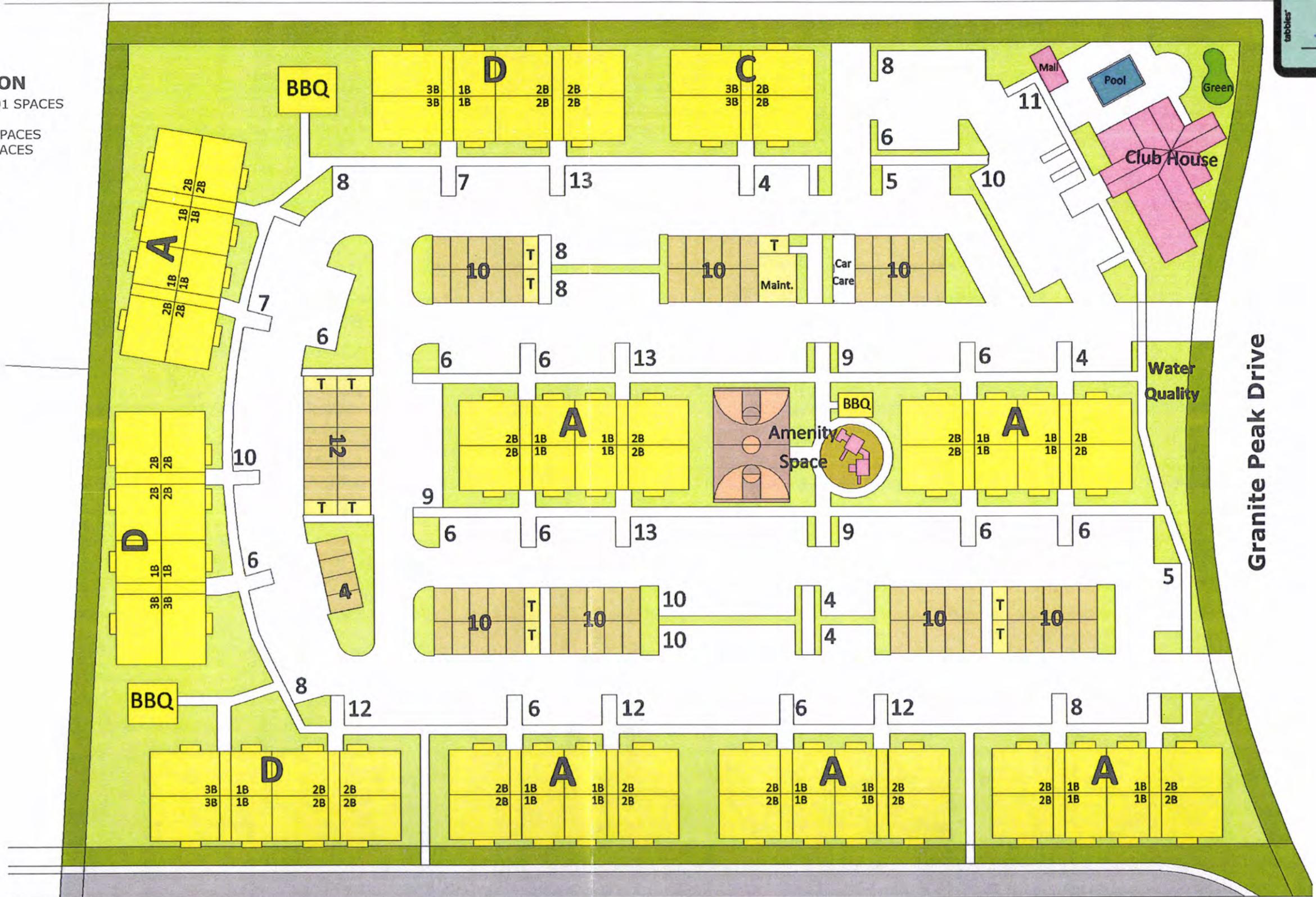
PARKING PROVIDED:

- SURFACE = 313 SPACES
- GARAGE = 88 SPACES

3-BEDROOM UNITS = 24

2-BEDROOM UNITS = 114

1-BEDROOM UNITS = 90



CONCEPT SITE PLAN
Scale: = 1" = 30'-0"

BENTLEY MANOR at PARK RIDGE ::



RESOLUTION NO. 14-164

A RESOLUTION APPROVING THE SUB-AREA PLAN FOR
LOT 10, PARK RIDGE MEDICAL CAMPUS NO. 2 ADDITION

WHEREAS, Granite Peak Development, LLC has applied for Sub-Area Plan approval for Lot 10, Park Ridge Medical Campus No. 2 Addition, which is located within the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, the Lot 10, Park Ridge Medical Campus No. 2 Addition Sub-Area Plan proposes the development of an apartment complex with a total of nine,-3-story buildings and one clubhouse, with a combined total of 228 dwelling units; and,

WHEREAS, the McMurry Business Park PUD (Planned Unit Development) Guidelines, approved by the City Council in July of 2005, and amended in May of 2014, designate the subject property as Planning Area "CMF", and Figure 3.03 of the McMurry Business Park PUD Guidelines lists multi-family dwellings as permitted uses in Planning Area "CMF;" and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on May 27, 2014, a motion recommending that the City Council approve said Sub-Area Plan; and,

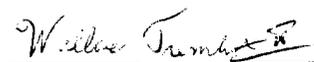
WHEREAS, the governing body of the City of Casper finds that the above described Sub-Area Plan should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the Sub-Area Plan, as described above.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Sub-Area Plan Agreement between the City and Granite Peak Development, LLC.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 5, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Joy Clark, Community Development Technician

SUBJECT: Authorizing Fiscal Year 2014-2015 Contract with Community Action Partnership of Natrona County, in an Amount not to Exceed \$291,166, for the Provision of Human Services and Management of LifeSteps Campus.

Recommendation:

That Council, by resolution, approve the renewal Contract for Professional Services with Community Action Partnership of Natrona County, in an amount not to exceed \$291,166, to provide funding to various social service agencies for provision of human service needs for the community.

Summary:

The Community Action Partnership of Natrona County (CAP) is budgeted to receive \$291,166 during Fiscal Year 2014-2015. The General Fund, through its Health/Social/Community Services cost center will provide \$116,166, and the Optional 1%#14 Sales Tax will provide \$175,000. CAP serves as a clearinghouse for all human service needs for the community. CAP carefully monitors the expenditure of these funds.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 5th day of June, 2014, 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. Community Action Partnership of Natrona County, 800 Werner Court, Suite 201, Casper, Wyoming, 82601 ("Community Action Partnership" or "Contractor").

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

RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming State Statute 15-1-103(a)(xlv).

B. The voters of Natrona County approved the Optional 1%#14 Sales Tax in November, 2010; and, within recommendations from the Optional 1%#14 Sales Tax, the Citizens' Advisory Committee allocated funding for human services programs.

C. The City will budget a portion of the Optional 1%#14 Sales Tax funds for said projects.

D. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

E. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- A. Community Action Partnership shall provide full management of LifeSteps Campus Buildings A, C, D, E, F, G, H, K, and L including, but not limited to, tenant recruitment, lease paperwork, minor repairs not to exceed \$1,000.00 each and oversight of the property in general.

- B. Community Action Partnership shall provide personnel support as identified in Exhibit A for the purposes of LifeSteps Campus Management, local human service agency oversight, and associated office operations.
- C. Community Action Partnership shall submit its goals, policies and procedures to the City for review and approval, to include, but not be limited to, procedures for receiving, reviewing and making recommendations on funding requests.
- D. Community Action Partnership shall submit its proposed budget for the next fiscal year to the City for approval by April 15, 2015.
- E. Community Action Partnership shall act as City designee for the purpose of monitoring compliance by human service agencies utilizing general funds and contracting with the City.

2. TIME OF PERFORMANCE:

The services of the Contractor shall begin on July 1, 2014 and be completed on or before June 30, 2015.

3. COMPENSATION:

It is expressly understood and agreed that in no event shall the total compensation and reimbursement, if any, to be paid hereunder, exceed the maximum sum of Two Hundred Ninety One Thousand One Hundred Sixty Six Dollars (\$291,166). This amount is comprised of the following from the City of Casper's fiscal year 2013-2014 budget:

Administration	\$ 76,299
General Fund	39,867
Optional 1%#14 Sales Tax	<u>175,000</u>
TOTAL	\$ 291,166

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. FINANCIAL REPORTS:

Community Action Partnership shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Community Action Partnership shall provide City with a copy of the annual report and audit by September 1, 2015.

6. PROGRAM REPORTS:

Community Action Partnership shall submit to the City Manager and Housing and Community Development, for the Department of Housing and Urban Development, quarterly reports no later than September 15, 2014; January 15, 2015; April 15, 2015; and, July 15, 2015, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract.

7. ACCESS TO RECORDS:

Community Action Partnership agrees to give the City, or its designee, general access to all agency records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Community Action Partnership shall establish and maintain sufficient records to enable the City to determine whether the recipient has met the requirements of this Contract. At a minimum, records shall be retained by the Community Action Partnership for a period not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

COMMUNITY ACTION PARTNERSHIP
OF NATRONA COUNTY

By: [Signature]

Brenda S. Eickhoff

Printed Name

Executive Director
Title

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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.

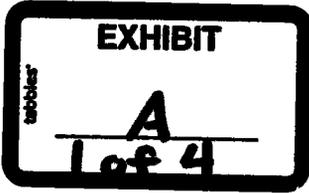
13. WYOMING GOVERNMENTAL CLAIMS ACT:

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.



FY 2015 CITY BUDGET REQUEST SUMMARY

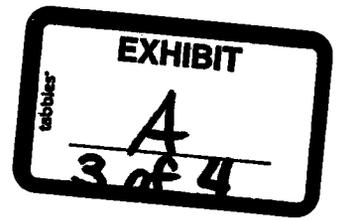
<u>City Funding</u>	<u>FY 14 Budget</u>	<u>FY 15 Request</u>
General Fund	\$ 116,166	\$ 116,166
1% Funding	\$ 175,000	\$ 275,000
	\$ 291,166	\$ 391,166
 <u>Other Funding</u>		
Natrona County General Fund	\$ 116,166	\$ 116,166
Natrona County 1%	\$ 87,500	\$ 137,500
Other (Federal, State, Private and Program Income)	\$ 1,111,980	\$ 1,292,754
TOTAL COMMUNITY ACTION BUDGET:	\$ 1,315,646	\$ 1,546,420



BUDGET DETAIL

I. General Fund Budget

Line Item	FY 14 Budget	FY 15 Budget Request
Salaries - 1.0 FTE Executive Director @ \$74,830 * 50% = \$37,415 1.0 FTE Administrative Assistant @ \$27,000 * 50% = \$13,500	\$50,915	\$50,915
Wyoming Retirement - 2 Employees @ 12.69% * 50%	\$6,461	\$6,461
Social Security Match and Medicare @ 7.65% * \$50,915	\$3,895	\$3,895
Employee Medical Insurance 2 employees @ \$1,065 month * 50%	\$4,140	\$12,780
Unemployment Insurance @ 1.05% * 22,300 * 2 * 50%	\$234	\$234
Worker's Comp @ 1.29% * 50%	\$318	\$606
Contractual Services -Accounting (25%)	\$1,800	\$1,000
Maintenance Contracts - Copier lease and Accounting Software Maintenance agreement @ \$250.00/mo	\$3,000	\$1,000
Office Supplies	\$2,800	\$0
Agency Funding	\$42,593	\$39,275
TOTAL	\$116,166	\$116,166

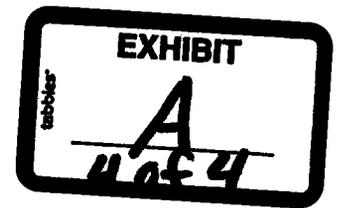


II. 1% BUDGET

Line Item	FY 14 Budget Request	FY 15 Budget
Agency Funding	\$ 175,000	\$ 275,000

III. Human Services Agency Allocations

SOURCE	FY 14 Funding	FY 15 Funding
City 1%	\$175,000	\$275,000
City General	\$116,166	\$116,166
County 1%	\$87,500	\$137,500
County General	\$116,166	\$116,166
	\$494,832	\$644,832
ALLOCATION		
CAPNC Admin.	\$153,782	\$153,782
Community Agency Funding	\$341,050	\$491,050



Summary of FY 14 One Cent and General Funds

Community Action Partnership of Natrona County distributed \$340,700.00 to City of Casper human service programs. Of the total funds distributed, \$291,166 were City of Casper funds, and \$49,534.00 were provided by Natrona County. The distributions are as follows:

Agency	2014
Arc of Natrona County	\$8,600.00
Big Brothers Big Sisters	\$4,300.00
CASA	\$11,800.00
Central Wyoming Rescue Mission	\$7,000.00
Central Wyoming Senior Center	\$26,000.00
Child Advocacy Project	\$17,500.00
Child Development Center	\$10,600.00
Food Bank of the Rockies	\$20,000.00
Healthcare for the Homeless	\$23,000.00
Life Steps Transitional Housing	\$96,200.00
Meals on Wheels	\$9,600.00
Mercer Family Resource Center	\$23,800.00
Self Help Center	\$35,800.00
Wyoming Senior Citizens	\$8,500.00
Youth Crisis Center	\$14,000.00
Emergency Services (used for incimate weather and apartment closures)	\$24,000.00
TOTAL	\$340,700.00

With our current application process, we fund the following service categories: Child Care, Developmental Disabilities, Homeless Support, Family Violence/Sexual Assault, Juvenile Justice and Delinquency, Mental Health, Senior Citizens, and Substance Abuse. The CAPNC Board makes funding decisions based on the Needs Assessment Data we gather every three years. The last assessment was completed in 2011. We gather data from human service recipients and providers. In 2011 we received surveys from 28 locations; three hundred twenty (320) families provided information – 376 adults and 222 children. According to survey respondents, affordable housing, affordable medical and dental care, and living wage jobs were the highest priority obstacles. Sixty three percent (63%) of respondents were employed either full time or part time or are retired senior citizens (most with only social security as income). Of those suffering from a mental illness, only 11% were employed. Of those experiencing substance abuse, only 13% were employed. Of those employed, 42% stated a monthly income of less than \$1,128.

RESOLUTION NO. 14-165

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY.

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming State Statutes 15-1-103 (a)(xlv); and,

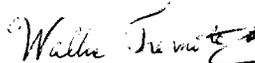
WHEREAS, the City of Casper has approved funding for Fiscal Year 2014-2015 in an amount not to exceed Two Hundred Ninety One Thousand One Hundred Sixty Six Dollars (\$291,166) to the programs of the Community Action Partnership of Natrona County.

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 Contract for Professional Services with the Community Action Partnership of Natrona County, for Fiscal Year 2014-2015, under terms and conditions more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments during the term of this contract, in an amount not to exceed Two Hundred Ninety One Thousand One Hundred Sixty Six Dollars (\$291,166).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
Andrew Nelson, MPO Supervisor
SUBJECT: Award of Bid for One (1) 30-Passenger Lift-Equipped Transit Bus

Recommendation:

That Council, by minute action, authorizes the purchase of One (1) 30-passenger lift-equipped transit replacement bus in an amount not to exceed \$105,490 for the Casper Area Transportation Coalition (CATC) Fixed Route bus service from Intermountain Coach Leasing, Inc.

Summary:

With the approval of the FY15 budget, Council approved the purchase of one (1) replacement buses for CATC's fixed-route service. In May, the City mailed out bid packages and posted notice electronically for the purchase of one (1) 30-passenger lift-equipped transit bus. The City received one (1) "no bid" letter from Gillig of Hayward, California. The City received two bids from:

Intermountain Coach Leasing, Inc. <i>Colorado Springs, CO</i>	\$105,490
Davey Coach <i>Sedalia, CO</i>	\$149,439

Intermountain Coach is the lowest bidder and they have been determined to be responsive and responsible in all aspects of their proposal according to the standards established by the Federal Transit Administration.

The Council approved \$140,000 in the FY14 budget for this project. The remaining \$34,510 will be reprogrammed in the budget for other capital purchases. This project is funded with Federal funds (80%) and local match (20%). This is part of the City's regular program of purchasing replacement vehicles on an annual basis.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with INTERMOUNTAIN COACH LEASING, INC. hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to procure a 30 passenger bus for use in the area's public transit system and,

WHEREAS, INTERMOUNTAIN COACH LEASING, INC. is able and willing to provide those services specified as the 2014 CATC 30 Passenger Bus Replacement.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2014 CATC 30 Passenger Bus Replacement, hereinafter referred to as the "Work."

ARTICLE 2. SUPERVISOR.

The project has been initiated by the City of Casper's Metropolitan Planning Organization (MPO) Division Supervisor, who is hereinafter referred to as the "Supervisor" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to City 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 completed by **December 14, 2014** and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **January 6, 2015**.
- 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 Two Hundred Dollars (**\$200.00**) for each day that expires after the time specified in Paragraph 3.1. If Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper

extension thereof granted by Owner, Contractor shall pay Owner Fifty Dollars (**\$50.00**) 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 ~~\$105,490~~ Dollars (\$) 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 Supervisor as provided in the General Conditions.

- 5.1 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Supervisor shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.4 Contractor has given Supervisor written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Supervisor is acceptable to Contractor.

ARTICLE 8. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

DATED this 22 day of MAY, 2014.

APPROVED AS TO FORM:
(2014 CATC 30 Passenger Replacement Bus)

Walter Tremore II

CONTRACTOR:

INTERMOUNTAIN COACH LEASING, INC.
3204 E PLATE AVE
COLORADO SPRINGS, CO 80909

By: Steve Francom STEVE FRANCOM

Title: PRESIDENT

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Paul L. Meyer

Title: Mayor

ATTEST:

By: Melinda D. S. [Signature]

Title: Notary

ATTEST:

By: _____
V. H. McDonald

Title: City Clerk

AMENDMENT 1 TO THE STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AMENDMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Intermountain Coach Leasing, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to procure a 30 passenger bus for use in the area's public transit system and,

WHEREAS, Intermountain Coach Leasing, Inc. is able and willing to provide those services specified as the 2014 CATC 30 Passenger Bus Replacement.

WHEREAS, Intermountain Coach Leasing, Inc. has previously signed an agreement to provide those services dated 22 May 2014.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. ACKNOWLEDGEMENT OF EXHIBIT B, "FEDERAL CLAUSES".

City and Contractor acknowledge the addition of the following text to the original agreement, to be listed as Article 7.5 in the contract document:

7.5 *Contractor has reviewed and agrees to comply with the Federal clauses attached to this agreement as "Exhibit B – Federal Clauses."*

Contractor further agrees that by signing this Amendment, "Article 7.5" and "Exhibit B – Federal Clauses" shall become binding with the original Agreement.

IN WITNESS WHEREOF, the contractor hereto has caused this Amendment to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(2014 CATC 30 Passenger Replacement Bus)

Wallace Trembly #1

CONTRACTOR:

ATTEST:

INTERMOUNTAIN CONCRETE LEASING, INC
3204 E. PLATE AVE.
COLORADO SPRINGS, CO 80907

By:  Mike Bonner

By:  STEVE PADDEN

Title: CONTROLLER

Title: PRESIDENT

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

V. H. McDonald

Title: City Clerk

By: _____

Paul L. Meyer

Title: Mayor

Exhibit A

STANDARD BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
2014 CATC 30 Passenger Bus Replacement
Project No. MPO 14-01

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 **December 14, 2014**, and completed and ready for final payment not later than **January 6, 2015**, 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. 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. 1 ^{BUS RADIO} ~~SPECIFICATION~~ Dated 5/21/14
Addendum No. _____ Dated _____
 - B. Bidder has thoroughly examined the specifications, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or

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

4. 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: \$ 105,490.⁰⁰

TOTAL BASE BID, IN WORDS: ONE HUNDRED, FIVE THOUSAND
FOUR HUNDRED, NINETY DOLLARS.

5. Bidder agrees that the work for the City will be as provided above.
6. 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.
7. 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.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3204 E PLATTE AVE
COLORADO SPRINGS, CO 80909

9. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on MAY 22, 2014.

EXHIBIT B: FEDERAL CLAUSES

Fly America Requirements

Applicability- all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)

Contractor shall comply with 49 USC 53230 and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 53230(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the

appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Bus Testing

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements -Applicability- Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(1) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

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.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 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 any 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.

Access to Records and Reports

Applicability-As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours & Safety Standards Act

Applicability- Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written

consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the **provisions.**

Termination

Applicability- All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination **as a termination for convenience.**

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for

breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's **convenience**.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this

clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's **convenience**.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

tf, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat **the termination as a termination for convenience**.

Government Wide Debarment and Suspension (Non Procurement)

Applicability- Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor 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 Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor 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.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination-Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most

recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§

621 -634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) U.S. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse- Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of

Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

l. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture, as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66

Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in 3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

RESOLUTION NO. 14-166

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE CUTAWAY BUS FROM INTERMOUNTAIN COACH LEASING, INC. FOR USE IN THE CITY'S TRANSIT PROGRAM.

WHEREAS, the City has determined the need to procure an additional bus for its transit fleet; and,

WHEREAS, the City opened sealed bids for the bus on May 23, 2014 and Intermountain Coach was the low bidder; and,

WHEREAS, Intermountain Coach has provided sufficient documentation establishing them as a responsive and responsible firm for this procurement according to Federal Transit Administration guidelines; and,

WHEREAS, the price of the vehicle will be One Hundred Five Thousand Four Hundred and Ninety Dollars (\$105,490.00);

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 contract with Intermountain Coach Leasing, Inc., for the purchase of a transit bus in the sum of One Hundred Five Thousand Four Hundred and Ninety Dollars (\$105,490.00).

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

APPROVED AS TO FORM:

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 6, 2014

MEMO TO: John Patterson, City Manager

FROM: Liz Becher, Community Development Director
Joshua Bake, Urban Renewal Manager

SUBJECT: A Resolution Approving a Lease Agreement, with a First Right of Refusal, on City Owned Property

Recommendation:

That Council, by resolution, approve a Lease Agreement, with a First Right of Refusal, with the Casper Downtown Development Agency on City owned property located at 234 South David Street, Casper, Wyoming, for the economic development and urban redevelopment of the municipality.

Summary:

The City owns property in the Old Yellowstone District and downtown located at 234 South David Street. In February 2013, Council authorized a Lease Agreement with Houck Enterprises, LLC, (hereinafter Adbay) for use of their former property located at this address in downtown Casper/Old Yellowstone District. Adbay will leave the property during the middle of the month of June and move into their new building (the former Coke Building).

The Casper Downtown Development Authority, in an effort to pursue a new Downtown Plaza, would like to lease the building and relocate their offices to this location. The DDA plans to lease the building while efforts are made to develop a downtown plaza at the corner of David and W. Yellowstone. Furthermore, the DDA will have a First Right of Refusal on the property in the event another purchaser approaches the City.

The legal description of the property is Lot 40, Block 1, in the City of Casper, Natrona County, Wyoming, as per plat recorded February 7, 1899, in Book E of Deeds, Page 151; located at 234 South David Street, Casper, Wyoming 82601.

A Lease Agreement, with a First Right of Refusal, has been prepared, whereby the DDA will lease the building for \$2,000/month (this is the same rent that Adbay.com was paying).

A resolution has been prepared for Council's consideration.

LEASE AGREEMENT ("Lease")

THIS LEASE, entered into this ___ day of June, 2014, by and between the following parties:

1. City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 ("Lessor").
2. Casper Downtown Development Authority, 109 West Second Street, Casper, Wyoming 82601 ("Lessee").

Throughout this document, Lessor and Lessee may be collectively referred to as the "parties."

Lessor, for and in consideration of the agreements of Lessee mentioned below, hereby leases to Lessee, and lessee hereby leases from Lessor, the premises located at Casper, State of Wyoming, described as follows: Certain property, including all its improvements or improvements to be provided by Lessor under the terms of this Lease (if any) being more fully described below, known as:

Lot 40, Block 1, in the City of Casper, Natrona County, Wyoming, as per plat recorded February 7, 1899, in Book E of Deeds, Page 151 (hereinafter referred to as the "real property" and/or the "leased premises") located at 234 South David Street, Casper, Wyoming 82601.

This Lease is for the term of one year, beginning August 1, 2014 and ending on July 31, 2015 unless sooner terminated as provided below.

A. AGREEMENTS OF LESSEE

Lessee, in consideration of the leasing, agrees:

1. RENT.

To pay as rent for premises the sum of TWO THOUSAND DOLLARS (\$2,000) per month, payable on the first day of each month during the term of this Lease, at City of Casper, Room 203, 200 North David Street, Casper, Wyoming 82601.

2. UTILITIES.

To pay all charges for light, heat, fuel, power and water furnished or supplied to or on any part of the leased premises.

3. TAXES.

To pay all taxes and assessments, ordinary and extraordinary, general and specific, including the same for August 1, 2014 - July 30, 2015, which may be levied or assessed on premises.

4. ATTORNEY FEES.

To pay all reasonable costs, attorneys' fees and expenses that shall be made and incurred by Lessor in enforcing the agreements of this Lease.

5. OCCUPANCY.

To use and occupy the premises to be used solely by the Lessee for its own purposes in running the Downtown Development Authority in promoting and enhancing the Downtown of Casper, and for no other object or purpose without written consent of Lessor, and to not use premises for any unlawful purpose or purpose deemed extra hazardous.

6. MAINTENANCE.

To keep the premises in as good repair as the same shall be at the commencement of the term, excepting wear and tear arising from the reasonable use of the same and damages by the elements.

7. INDEMNIFICATION AND INSURANCE:

7.1 This Lease is made upon the expressed condition that the Lessor, its appointed officials, elected officials, employees and agents shall be free from any and all liabilities and claims for damages and/or lawsuits for, or by reason of death, injury or injuries to any person, or damage to property from any cause or causes whatsoever, while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of said Premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

7.2 Lessee agrees that it will protect, indemnify, and hold the Lessor, its appointed officials, elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, attorney fees, claims, and damages, however occurring, that arise from or relate to the Lessee's use of the Premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in any court which may arise from any such death, injury, liability, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action; provided, however, that Lessee shall have no obligation to indemnify nor defend Lessor for loss or injury caused solely from the negligence of the Lessor.

7.3 Lessee agrees to provide and maintain through the term of this Lease, and any subsequent Lease renewals, general liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence. Lessee also agrees to provide Worker's Compensation insurance in the amounts required by Wyoming statutes.

7.4 It is recognized by and between the parties to this Lease 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 primary term of this Lease, or any subsequent terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

7.5 Lessee shall further provide that the insurance policy meets all of the following criteria: (1) it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor; (2) the City of Casper, its appointed officials, elected officials, employees and agents shall be named as additional insured on said policy; (3) insurance certificates shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal, except ten days for non-payment of premium; (4) the insurance shall be underwritten by acceptable insurers, licensed in Wyoming (unless otherwise approved by the City); said insurance companies having a minimum A.M. Best Company rating of "B++" VI.

7.6 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above immediately after execution of this Lease and prior to use of the property. The City's failure to request or review such policies, endorsements, and certificates shall not affect the City's rights or the Lessee's obligation hereunder.

7.7 Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the Premises for the uses specified in this Lease.

7.8 The parties agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to immediately terminate and cancel this Lease, and take possession of the Premises if the insurance required by this Lease is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

7.9 It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its employees, agents, licensees, invitees, or any others who may be present at the Premises. The City assumes no responsibility for such property.

7.10 Personal property on the Premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the Premises not due to Lessor's sole negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the Premises or from pipes or plumbing works of the same, or from any other place.

8. INSPECTION.

To permit Lessor and Lessor's agents to enter on the premises or any part thereof, at all reasonable hours, for purpose of examining or exhibiting same, or for making such repairs or alterations as may be necessary for safety or preservation thereof.

9. ASSIGNMENT/SUBLEASING.

Not to assign this Lease, nor sublet the premises or any portion thereof, without written consent of Lessor.

10. DEBTS/LIENS/ENCUMBRANCES.

Not to make any contract for construction, repair, or improvements on, in, of, or to premises, or any part thereof, or for any work to be done or materials to be furnished on or to premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against above-described land and/or the building or improvements at any time located thereon. All persons furnishing any work, labor, or materials, as well as all other persons whatever, shall be bound by this provision and by the notice of it from and after date of this Lease, and notice is hereby given that no mechanic's lien, materialmen's lien, or any other incumbrance made by or obtained against Lessee, or Lessee's interest in demised land and/or the building or improvements thereon, shall in any manner or degree affect the title or interest of Lessor in land and/or the building or improvements thereon. To that end, Lessee agrees not to make any contract or agreement, either oral or written, for any labor, services, fixtures, material, or supplies in connection with altering, repairing or improving any building or improvement on premises without providing in such contract or agreement that contractor or contractors waive all right to a mechanic's lien, and waive all right of any subcontractor or subcontractors to mechanics' liens, by reason of furnishing any labor, services and/or material under such contract or contracts, whether written or oral, and that such contract or contracts shall, upon execution, be immediately filed in office of recorder of deeds of Natrona County, Wyoming, and a copy thereof lodged with Lessor.

11. AS IS CONDITION.

Lessee has examined the premises, and knows condition of premises, and has received same in good order and repair, except as otherwise specified in this Lease, and no representations as to

condition or repair thereof have been made by Lessor or Lessor's agent, prior to, or at execution of, this Lease.

THE "PREMISES" ARE LEASED TO LESSEE "AS IS" WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE AND LESSOR DISCLAIMS ANY SUCH WARRANTY.

12. PAYMENT SECURITY.

Lessor shall have a lien on all of property of Lessee used or situated on premises, to secure payment of rent (and other indebtedness owing from Lessee to Lessor at any time during existence of this Lease) to become due under this Lease, and in default of payment, may take possession of and sell such of the property as may be sufficient to pay delinquent rent/indebtedness.

13. ABANDONMENT.

If Lessee shall abandon or vacate the premises, they may be relet by Lessor for such rent, and on such terms, as Lessor may see fit. If a sufficient sum shall not be thus realized, after paying all expenses of such reletting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency.

14. SURRENDER.

At expiration of this Lease, to give peaceable possession of premises to Lessor, in as good condition as they now are, the usual wear, inevitable accidents, and loss by fire excepted.

15. TERMINATION.

The Lease may be terminated by Lessor in the event of the breach of any of the agreements of Lessee contained herein, in which case Lessor may reenter on the premises, and this Lease shall immediately terminate.

16. BANKRUPTCY.

This Lease, at option of Lessor, shall terminate in case Lessee shall be adjudged a bankrupt or insolvent by any court, or in case Lessee shall make an assignment for benefit of creditors.

17. COMPLIANCE WITH LAW.

To observe and comply with all rules, regulations, and laws now in effect, or which may be enacted during the continuance of this Lease by any municipal, county, state, or federal authorities having jurisdiction over the premises, and to indemnify Lessor for any damage caused by violation thereof.

18. NONPERFORMANCE.

In case Lessor, by reason of the failure of Lessee to perform any of the agreements or conditions contained herein, shall be compelled to pay or shall pay any sum of money, or shall be compelled to do or shall do any act which requires payment of money, the sum or sums so paid or required to be paid, together with all interest, costs, and damages, shall be added to installment of rent, next becoming due or to any subsequent installment of rent, and shall be collectable as additional rent in same manner and with same remedies as if it had been originally reserved. Upon failure of Lessee to make repairs, as provided for herein, Lessor may make necessary repairs, and add the amount of cost of such repairs to the rent due on the first of the month following date of repairs, and such cost of repairs shall be and constitute such rent together with the rent above provided for.

19. NO WAIVER.

Failure of Lessor to insist on the strict performance of the terms, agreements and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

20. NO LIABILITY.

Lessor shall not be liable for any damage to persons or property occurring or arising on premises from any cause whatever.

21. ENVIRONMENTAL COMPLIANCE.

21.1 Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

21.2 Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and

chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

21.3 Lessee shall immediately advise Lessor, in writing, of any of the following: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

21.4 Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

21.5 Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

B. AGREEMENTS OF LESSOR

Lessor, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. GOOD REPAIR.

To keep leased building in good repair.

2. IMPROVEMENTS.

Lessee may make such alterations, additions, or improvements in such parts of building as Lessee deems necessary. However, written consent of Lessor must first be obtained.

3. ASSIGNMENTS.

Lessee shall have the right to assign this Lease or sublet the premises or any part thereof, only with the written permission of the Lessor. If the Lessor agrees to any sublease or assignment, the Lessee shall include provisions in the sublease or assignment requiring the sublease or assignee to comply with the terms and conditions of this Lease. In addition, if written permission is granted, the sublet shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

4. QUIET ENJOYMENT.

The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the Premises during the Lease Term.

5. TERMINATION.

Lessee shall have the right to terminate this Lease on the giving of at least 30 days' written notice to Lessor.

C. MUTUAL AGREEMENTS OF LESSOR AND LESSEE

1. SECURITY PAYMENT.

Upon signing of this Lease, Lessee agrees to deposit with Lessor One Hundred Dollars, (\$100) in cash as security for payment of rent herein received and faithful performance by Lessee of all

terms, conditions and agreements of Lease, as well as to indemnify Lessor for any costs or expense to which Lessor may be put by reason of any default by Lessee.

2. TERMINATION DUE TO FIRE, ELEMENTS OR OTHER CAUSE.

During the term of this Lease, if the premises shall be destroyed by fire, the elements, or any other cause, this Lease shall cease and become null and void from date of such damage or destruction. Lessee shall immediately surrender premises to Lessor, and shall pay rent only to time of such surrender. If premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time, Lessor shall have the option to repair the same. During the time that repairs are being made, Lessor shall remit to Lessee a just and fair portion of rent according to the nature of damage sustained, and according to the extent that Lessee is deprived of use of premises.

3. HOLDING OVER.

If Lessee should remain in possession of the Premises after the expiration of the Lease Term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease, specifically including the payment by Lessee of all rents, rent increases, utility charges and other charges due until the tenancy is terminated in a manner provided by law.

4. NOTICES.

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: City Manager
City of Casper, Wyoming
200 North David
Casper, Wyoming, 82601

Lessee: Casper Downtown Development Authority
109 West Second Street
Casper, Wyoming, 82601

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at

the date and time it is deposited in the United States Mail, postage prepaid.

5. COMPLETE AGREEMENT.

All the agreements, conditions, and undertakings herein contained shall extend to, and be binding on, the representatives, heirs, executors, administrators, successors, and assigns, of respective parties hereto, as if they were in all cases named.

6. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Governmental Claims Act, Wyoming Statutes 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.

7. RECORDING.

This Lease Agreement shall be recorded in the office of the recorder of deeds of Natrona County, Wyoming. Lessee shall pay the cost of recording.

8. RIGHT OF FIRST REFUSAL.

If at any time during the term of this Lease, Lessor shall receive a bona fide offer from any person to purchase the demised premises, Lessor shall send Lessee a copy of the proposed contract (except for the name of the buyer) and notify Lessee of the intention of Lessor to accept the same. Lessee shall have the right within 10 days to accept the terms of the said contract in writing and within 30 days thereafter to purchase the demised premises in its own name or in the name of a nominee, for the gross purchase price and on the terms specified in said contract. If Lessee shall not so elect within the said period, Lessor may then sell the demised premises to said buyer provided the said sale is on the said terms and conditions and for the price set forth in the said contract sent to Lessee.

In the event Lessee fails to execute the aforesaid right of first refusal in connection with a proposed sale, then such right shall be extinguished upon the consummation of said sale; however, if such sale is not consummated, the right of first refusal shall remain in effect.

9. MISCELLANEOUS COVENANTS.

9.1 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

9.2 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed

within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

- 9.3 Nonwaiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.
- 9.4 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.
- 9.5 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor under any provision contained in the Lease, shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub tenancies.
- 9.6 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all parties hereto.
- 9.7 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations

indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.

- 9.8 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of the Lessor.
- 9.9 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.
- 9.10 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- 9.11 Severability. If a court of competent jurisdiction renders any provision of this Lease (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 Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.
- 9.12 Third Party Beneficiary Rights. The parties to this Lease 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.
- 9.13 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- 9.14 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

Executed by the parties on the day and year first above written.

APPROVED AS TO FORM:

Walker Tremblay

ATTEST:

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul . L. Meyer
Mayor

WITNESS:

LESSEE:
Downtown Development Authority

Printed Name: _____

al

Printed Name: Charles T. Walsh

Title: _____

Title: Chairman

RESOLUTION NO. 14-167

A RESOLUTION AUTHORIZING A LEASE WITH FIRST RIGHT OF REFUSAL OF CITY-OWNED PROPERTY LOCATED AT LOT 40, BLOCK 1, IN THE CITY OF CASPER, NATRONA COUNTY, WYOMING, AS PER PLAT RECORDED FEBRUARY 7, 1899, IN BOOK E OF DEEDS, PAGE 151, NATRONA COUNTY, WYOMING TO CASPER DOWNTOWN DEVELOPMENT AUTHORITY, FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO W.S. § 15-1-112(b)(i)(D).

WHEREAS, the City of Casper is the owner of the property located Lot 40, Block 1, in the City of Casper, Natrona County, Wyoming, as per plat recorded February 7, 1899, in Book E of Deeds, Page 151; and,

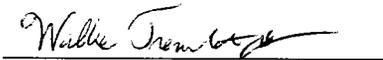
WHEREAS, the City of Casper has a potential Lessee interested in leasing and redeveloping with a first right of refusal on the above described real property for a use which will benefit the economic development of the municipality; and,

WHEREAS, the Lessee has entered into a Lease Agreement with a first right of refusal with the City of Casper and desires to lease the real property pursuant to the terms and conditions of said Agreement.

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 Lease Agreement with a first right of refusal by and between the Casper Downtown Development Authority and the City of Casper, Wyoming for the leasing of the above described real property by the City under the terms and conditions set forth in said lease.

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

Approved as to Form:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 9, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Joy Clark, Community Development Technician

SUBJECT: Authorizing Fiscal Year 2014-2015 Contract with the Casper Area Transportation Coalition, in an Amount not to Exceed \$35,000, for the Provision of Subsidized Fares to Low-Income Residents.

Recommendation:

That Council, by resolution, approve the renewal Contract for Professional Services with the Casper Area Transportation Coalition, in an amount not to exceed \$35,000, to provide Community Development Block Grant (CDBG) funding for subsidized fares to low-income Casper residents and to service providers of the same, as reported in the 2014-2015 Annual Action Plan.

Summary:

The City is continuing its support of subsidized fares for low-income residents. Under CDBG regulations, this is considered a public service activity that applies toward spending at least 70% of CDBG funding on activities directly benefiting low-income individuals.

In past years, the program has made a positive impact on many residents' lives who otherwise do not have access to reliable transportation.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 6th day of June 2014, 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. Casper Area Transportation Coalition, 1715 East 4th Street, Casper, Wyoming, 82601 ("CATC" or Contractor").

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

RECITALS

- A. The City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction pursuant to Wyoming State Statute 15-1-103(a)(xlv), and can provide necessary support for the poor under the Wyoming Constitution.
- B. The CATC program meets one of the Community Development Block Grant Program national objectives, which is benefiting low and moderate income persons as required by 24 CFR 570.208(a).
- C. The project requires professional services for transportation services to assist senior citizens, persons with disabilities, persons who are homeless and low-moderate income persons with transportation costs.
- D. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- E. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

A. The Contractor shall provide Thirty Five Thousand Dollars (\$35,000) in transportation assistance to senior citizens, persons with disabilities, persons who are elderly, persons who are homeless and low-moderate income persons in the form of bus tickets to use the CATC dial-a-ride system or "The Bus" fixed route system.

B. The Contractor shall verify that applicants reside within the corporate limits of the City of Casper and are income qualified.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty Five Thousand Dollars (\$35,000).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walter Brantley

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONTRACTOR
Casper Area Transportation Coalition

By: Marge Cole

Printed Name: MARGE COLE

Title: Director

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. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Auto Liability	\$1,000,000

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 the thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

RESOLUTION NO. 14-168

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2014-2015 CONTRACT WITH THE CASPER AREA TRANSPORTATION COALITION, IN AN AMOUNT NOT TO EXCEED \$35,000 FOR THE PROVISION OF SUBSIDIZED FARES TO LOW-INCOME RESIDENTS

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming State Statutes 15-1-103 (a)(xlv); and,

WHEREAS, the City of Casper and the US Department of Housing and Urban Development have approved Community Development Block Grant funding for Fiscal Year 2014-2015 in an amount not to exceed Thirty Five Thousand Dollars (\$35,000) to the subsidized fare programs of the Casper Area Transportation Coalition, as reported in the 2014-2015 Annual Action Plan.

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 Contract for Professional Services with the Casper Area Transportation Coalition, for Fiscal Year 2014-2015, under terms and conditions more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments during the term of this contract, in an amount not to exceed Thirty Five Thousand Dollars (\$35,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 9, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Joy Clark, Community Development Technician

SUBJECT: Authorizing Fiscal Year 2014-2015 Contract with the Youth Crisis Center, in an Amount not to Exceed \$60,000, for the Provision of Human Services.

Recommendation:

That Council, by resolution, approve the renewal Contract for Professional Services with the Youth Crisis Center, in an amount not to exceed \$60,000, for Fiscal Year 2014-2015.

Summary:

The Youth Crisis Center is budgeted to receive \$60,000 from the General Fund, through its Health/Social/Community Services cost center, during Fiscal Year 2014-2015. The contract requires the Youth Crisis Center to provide shelter, food, transportation and/or counseling. The Youth Crisis Center shall provide shelter as an alternative to jail, intervention services, and shall endeavor to increase the number of youth who may be returned home.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 6th day of June, 2014, 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. Youth Crisis Center, 1656 E. 12th Street, Casper, Wyoming, 82601 (“YCC” or “Contractor”).

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

RECITALS

- A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming State Statute 15-1-103(a)(xlv).
- B. The City has allocated a portion of its General Fund to assist with the provision of human services.
- C. The City will budget Sixty Thousand Dollars (\$60,000) to the Youth Crisis Center to provide shelter, food, transportation and/or counseling to at risk youth or youth in crisis.
- D. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- E. The City desires to retain the Contractor for such services.

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

1. **SCOPE OF SERVICES:**

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

- A. Contractor shall provide shelter, food, transportation and counseling services to a minimum of 450 youth, and endeavor to increase the number of youth who may be returned home.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 2015.

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 Thousand Dollars (\$60,000).

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. FINANCIAL REPORTS:

Youth Crisis Center shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Youth Crisis Center shall provide City with a copy of the annual report and audit by September 1, 2014.

6. PROGRAM REPORTS:

Youth Crisis Center shall submit to the City Manager quarterly reports no later than September 15, 2014; January 15, 2015; April 15, 2015; and, July 15, 2015, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract.

7. ACCESS TO RECORDS:

Youth Crisis Center agrees to give the City, or its designee, general access to all agency records in connection with this Contract, except as provided by law, including, but not limited to program records and reports.

8. RETENTION OF RECORDS:

Youth Crisis Center shall establish and maintain sufficient records to enable the City to determine whether the recipient has met the requirements of this Contract. At a minimum, records shall be retained by the Youth Crisis Center for a period not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

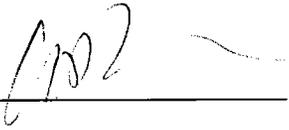
11. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Contract 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:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

YOUTH CRISIS CENTER

By Stacy M Nelson

STACY NELSON
Printed Name

Executive Director
Title

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD-PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-169

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH THE YOUTH CRISIS CENTER.

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming State Statutes 15-1-103 (a)(xlv); and,

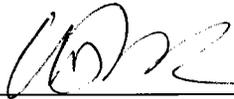
WHEREAS, the City of Casper has approved funding for Fiscal Year 2014-2015 in an amount not to exceed Sixty Thousand Dollars (\$60,000) to the programs of the Youth Crisis Center.

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 Contract for Professional Services with the Youth Crisis Center for Fiscal Year 2014-2015, under terms and conditions more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments during the term of this contract, in an amount not to exceed Sixty Thousand Dollars (\$60,000).

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 9, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Joy Clark, Community Development Technician

SUBJECT: Authorizing Fiscal Year 2014-2015 Contract with the Superior Structures, in an Amount not to Exceed \$5,000.00, for the performance of services related to Housing and Community Development programs.

Recommendation:

That Council, by resolution, approve the renewal Professional Services contract with Superior Structures to perform services related to Housing and Community Development programs administered by the City at a rate of \$34 per hour and not to exceed 147 hours per year.

Summary:

For the past ten (10) years, Neal Sutton, a licensed general contractor and owner of Superior Structures, has successfully performed the contract inspector duties for the Housing and Community Development Division. Mr. Sutton develops project specifications and performs inspection duties and minor repairs on Community Development Block Grant rehabilitation projects, Emergency Repair programs, rehabilitation activities at LifeSteps Campus, and demolition projects.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 5th day of June, 2014, 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. Superior Structures, 277 North 4th Avenue, Casper, Wyoming, 82604 ("Contractor").

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

RECITALS

- A. The City is undertaking various rehabilitation and demolition projects.
- B. The project requires professional services for inspection of rehabilitation and demolition projects for the City and handyman and minor repair jobs as required by the Housing and Community Development Division.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- A. Perform initial inspection for rehabilitation projects, noting U. S. Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS) and City Code deficiencies.
- B. Perform initial inspection for demolition projects, noting applicable City Code and other Federal requirements.
- C. Draft detailed, written bid specifications and drawings, as necessary for proposed program rehabilitation or demolition activities. Contractor shall submit the same to

the Housing and Community Development Division in an approved format for processing.

- D. Prepare and provide the City with cost estimates for each assigned project in an approved format.
- E. Conduct a walk-through at the project site at a time and date determined by the City and specified on the bid documents. Clarify and answer questions regarding written specifications received from prospective bidders during said walk-through.
- F. Upon request of the City, attend pre-construction conference with successful bidder, owner, and Housing and Community Development Division staff at an agreed upon date, time and place.
- G. Monitor progress on rehabilitation and demolition projects through periodic inspections of not less than one per week and provide the Housing and Community Development Division documentation of the same relating to assigned projects, verifying compliance or detailing specific items in non-compliance with bid specifications. If the work that is being performed by the successful bidder is not in compliance with the specifications, or is not being done in a professional and workmanlike manner, contractor shall notify the Housing and Community Development Manager or designee in writing immediately of the same and instruct the Contractor to make the necessary corrections.
- H. In conjunction with Housing and Community Development Division staff, schedule and attend final inspection of project with owner and successful bidder to assure compliance with the work contract.
- I. Provide all tools, equipment and transportation necessary to perform necessary estimates and inspections. The Housing and Community Development Division shall provide the computer software required for the development of bid specifications and cost estimates.
- J. Attend appropriate meetings as requested by the Housing and Community Development Manager to carry out the intent of the City's programs and this Contract.
- K. Conduct Risk Assessment and Inspection and Clearance duties on City rehabilitation projects as directed and required by the City.
- L. If the Contractor must purchase any materials, he will submit copies of invoices for the materials, sign a statement the materials were used in a City project, and the City will reimburse the Contractor for the amount of materials only.

2. TIME OF PERFORMANCE:

The services of the Contractor shall begin on July 1, 2014 and be completed on or before June 30, 2015.

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 an hourly rate of Thirty-Four Dollars (\$34.00) for each hour of professional services performed for a maximum of One Hundred Forty-Seven (147) hours per year.

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:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

CONTRACTOR
Superior Structures

By: 
Printed Name: NEAL E. SUTTON
Title: OWNER

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. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Must be included in General Liability

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-170

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SUPERIOR STRUCTURES.

WHEREAS, the City, by and through its Community Development Department, Housing and Community Development Division, is undertaking various rehabilitation and demolition projects using U. S. Department of Housing and Urban Development Community Development Block Grant funds and rehabilitation and maintenance activities at LifeSteps Campus; and,

WHEREAS, the City desires to engage Contractor to render certain professional services and assistance in connection with these rehabilitation, maintenance and demolition projects; and,

WHEREAS, it is agreed and understood that the Contractor is an independent contractor and not an employee of the City; and,

WHEREAS, Contractor warrants that he is ready, willing and able to provide certain professional services in connection with the inspection of rehabilitation and demolition projects for the City as required by this Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a professional services contract with Superior Structures/ Neal Sutton, under the terms and conditions more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments during the term of this contract, in an amount not to exceed of Thirty-Four Dollars (\$34.00) per hour, and not to exceed one hundred forty-seven (147) hours per year.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Joy Clark, Community Development Technician *JC*

SUBJECT: Professional Services Contract with Installed Sales Solutions for Siding Replacement at 139 Columbine Street, Casper, Wyoming

Recommendation:

That Council, by resolution, approve the Professional Services Contract with Installed Sales Solutions for siding replacement to be completed at a Windy City Residence at 139 Columbine Street, Casper, Wyoming. The actual amount of the Contract is \$26,495.60.00, and the work would begin right away to avoid any further life or safety concerns.

The funding for this Contract will come from the CDBG Housing and Urban Development Funds in account 12-611000-60000000111000 FY14126112315. If you have any questions or concerns, we are happy to address them.

Summary:

The City is continuing its support of rehabilitation of properties for low-income and/or disabled residents. Under CDBG regulations, this is considered a public service activity that applies toward spending at least 70% of CDBG funding on activities directly benefiting low-income individuals.

In past years, the program has made a positive impact on many residents' lives through the rehabilitation funds.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2014, 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. Installed Sales Solutions, 1625 East E St., Casper, WY 82601 ("Contractor").

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

RECITALS

- A. The City is undertaking the replacement the siding at one of the Windy City Residential properties, located at 139 Columbine Street, Casper, WY.
- B. The project requires professional services to replace the siding.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- A. Contractor will provide all permits and fees required to complete the project in accordance with federal, state, and local laws and regulations, including, but not limited to, IBC, OSHA, and City Codes.
- B. Contractor shall oversee and coordinate the scheduling of work for all subcontractors.
- C. Contractor will provide all labor and materials to remove the existing siding parts that will interfere with the new siding being installed over the old siding. Contractor will provide and install double 4 steel siding, corners, j trim, finish trim in Tuscan Clay color and provide and install soffit j, soffit, and fascia in White color.

D. The Contractor warrants and guarantees that the work shall be performed with the degree of skill and judgment which is normally exercised by firms performing services of a similar nature, and that the work shall be performed and shall conform to generally accepted design and construction standards and practices.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of July, 2014.

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 Twenty Six Thousand Four Hundred Ninety Five Dollars and Sixty Cents (\$26,495.60).

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:



CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

CONTRACTOR
Installed Sales Solutions

By: _____

Printed Name: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Must be included in General Liability

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-171

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INSTALLED SALES SOLUTIONS

WHEREAS, the City, by and through its Community Development Department, Housing and Community Development Division, is undertaking various rehabilitation and demolition projects using U. S. Department of Housing and Urban Development Community Development Block Grant funds for rehabilitation and maintenance activities; and,

WHEREAS, the City desires to engage Installed Sales Solutions ("Contractor") to render certain professional services and assistance in connection with these rehabilitation, maintenance and demolition projects; and,

WHEREAS, it is agreed and understood that the Contractor is an independent contractor and not an employee of the City; and,

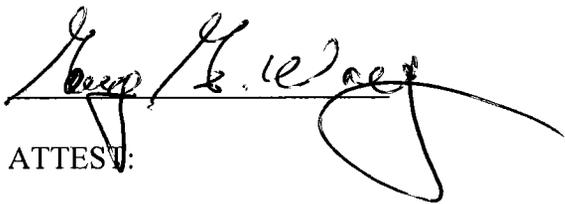
WHEREAS, Contractor warrants that he is ready, willing and able to provide certain professional services in connection with the inspection of rehabilitation and demolition projects for the City as required by this Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a professional services contract with Installed Sales Solutions, under the terms and conditions more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make payment in an amount not to exceed Twenty Six Thousand Four Hundred Ninety Five Dollars and Sixty Cents (\$26,495.60).

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

APPROVED AS TO FORM:

ATTEST: 

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 10, 2014

MEMO TO: John C. Patterson, City Manager

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



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

Recommendation:

That Council, by resolution, authorizes City staff to apply for FTA Section 5307 grant funds to operate the City's transit system.

Summary:

The City of Casper is the designated recipient for federal transit dollars. Each year, the City is eligible for FTA Section 5307 funds to use for operations and capital expenditures related to funding the transit program.

This year, the City is eligible for \$1,145,027 in federal funds. MPO staff has written a grant requesting \$999,492 in operating assistance at this time. The City's local match for this grant totals \$792,836, with \$239,576 from the General Fund, \$209,968 from 1%14 funds, and \$387,961 in contributions received from CATC.

Remaining local match balances will be used to cover a second grant which will be written later in 2014 to cover capital costs.

A resolution has been prepared for Council's consideration.

RESOLUTION NO. 14-172

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transit Administration has been delegated the authority to award Federal financial assistance for a transit project; and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost; and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

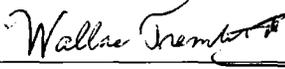
WHEREAS, the City of Casper desires to apply for these funds.

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

1. That the City Manager is authorized to execute and file an application for Federal assistance on behalf of the City of Casper with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration. The City of Casper is the Designated Recipient as defined by 49 U.S.C. § 5307(a)(2).
2. That the City Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the City Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Casper.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 6, 2014

MEMO TO: John C. Patterson, City Manager 
FROM: Fleur Tremel, Assistant to the City Manager
SUBJECT: Resolution Authorizing Channel 03 to Change from EG Access to PEG Access

Recommendation:

That Council, by resolution, authorize the change of Channel 03 from Educational and Governmental (EG) Access to Public, Educational, and Governmental (PEG) Access programming.

Summary:

The current franchise agreement with Charter Communications LLC grants the City an EG Access channel. This means the City can show any programming related to Educational or Governmental use. Also under the agreement, the City can request to become a PEG Access channel which would also allow public access. The Franchise agreement states:

“a. EG/PEG Channel Capacity. Grantee shall set aside one channel for educational and governmental (“EG”) access use. The City may, by Council resolution, at any time during the term of this Franchise request that the Grantee provide this channel as a public, educational, and governmental (“PEG”) access channel under the same terms and conditions as set forth herein for EG channel access.”

A resolution is prepared for Council’s Consideration.

RESOLUTION NO. 14-173

A RESOLUTION AUTHORIZING CHANNEL 03 TO CHANGE FROM AN EDUCATIONAL AND GOVERNMENTAL ACCESS TELEVISION CHANNEL TO A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS TELEVISION CHANNEL

WHEREAS, pursuant to Ordinance 7-07 Granting a Franchise to Bresnan Communications, LLC for the Construction and Operation of a Cable System, Bresnan Communications LLC is required to provide channel capacity for Educational and Governmental (EG) access programming; and

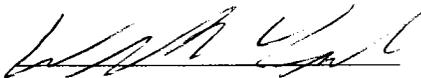
WHEREAS, the City of Casper is the franchising authority for EG access television service providers serving the City of Casper; and

WHEREAS, the current Franchise agreement allows the City, by Council resolution, at any time during the term of the Franchise to request that Bresnan Communications, LLC provide the EG access programming as a Public, Educational, and Governmental (PEG) access channel under the same terms and conditions under the Franchise Agreement for EG channel access;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Casper, Wyoming is authorizing the change for Cable Channel 03 from an EG access channel to a PEG access channel and is requesting Bresnan Communications, LLC to make this change pursuant to Section 4.4 a. of its Franchise Agreement with the City of Casper.

PASSED, APPROVED AND ADOPTED this ___th day of June, 2014.

Approved as to form:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 4, 2014

MEMO TO: John Patterson, City Manager 

FROM: Linda L. Witko, Assistant City Manager

SUBJECT: 2014 County Consensus Funding

Background

During the 2014 Legislative Session the budget which was approved contained funding that was allocated to Counties for distribution to all local government entities in the County based on a distribution formula which would be determined through a consensus process. On April 15, 2014, the Natrona County Council of Governments met and agreed to distribute the \$8,437,800 which was allocated to Natrona County in the following amounts:

- Town of Evansville - \$400,000
- Town of Mills - \$400,000
- Town of Bar Nunn - \$550,000
- Town of Edgerton - \$225,000
- Town of Midwest - \$225,000
- Natrona County - \$1,137,800
- City of Casper - \$5,500,000

It was agreed that \$2,100,000 of the total allocation would be designated to meet the County's obligation for the infrastructure costs associated with the Construction of Utility Infrastructure to Support New Development on the Platte River Commons. This project would be submitted under the City of Casper's list of proposed projects, and the funding would be managed through the City's grant process.

As part of the Fiscal Year 2015 Budget discussions, the City Council included in the budget for Capital Projects the \$3,400,000 which was directly allocated to Casper for three (3) major projects. The first is the Casper Recreation Center Renovation Project in the amount of \$1,400,000. The second project is Phase II of the Platte River Revival Project in the amount of \$1,000,000, and the third project is the Replacement of the Scoreboard at the Casper Events Center in the amount of \$1,000,000.

Separate Grant Application Forms have been prepared for the four (4) projects included in the Casper distribution. These forms will be submitted to the County Commissioners and then to the

SLIB Board for consideration at their August meeting. None of the projects can move forward until the final approval has been given by the SLIB Board.

The \$2,100,000 designation for the Construction of Utility Infrastructure to Support New Development will be tied to a specific project which is part of a much larger project that Council has already reviewed. It is important to move forward with the SLIB process at this time to make certain that the funds will be available if the Construction of Utility Infrastructure to Support New Development proposal is approved.

Staff recommends that Council approve the Resolution and direct the Mayor to sign the Joint Resolution with the other entities in the County.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING

APPLICATION

Applicant: City of Casper, Wyoming Mailing Address: 200 N. David Street City: Casper E-mail Address: lwitko@cityofcasperwy.com Phone No.: (307) 235-8296 Fax No.: (307) 235-8313 Applicant's Tax I.D. Number: 86-6000049 Project Name: Construction of Utility Infrastructure to Support New Development	Date: 06/04/2014 Contact Person: Linda Witko Zip: 82601 E-mail Address: lwitko@cityofcasprwy.com Phone No.: (307) 235-8296 Population: 55316 County: Natrona
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Project Description:
Construction of Utility Infrastructure to Support New Development.

Applicants submitting multiple applications must establish priority ranking:

Priority # 1 of 4

List all Funding Sources for the project:

Funding Source <small>(if approved, list grant or loan number)</small>	Amount	Status Pending	Amount Approved	Expended <small>(approved funding expended)</small>

Estimated total project cost: \$2,100,000.00
Balance of Project incomplete: \$2,100,000.00
Amount of grant funds requested: \$2,100,000.00
Reimbursement Rate: 100.00%
(Each invoice will be reimbursed at the rate above)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Linda Witko		06/04/2014
_____ Name and Title (typed)	_____ Signature	_____ Date
Assistant City Manager		(307) 235-8296
_____ Name and Title of Contact Person	_____ Phone No.	
E-mail: <u>lwitko@cityofcasperwy.com</u>		

Office of State Lands and Investments

SUMMARY FORM

Applicant: City of Casper, Wyoming

Project Name: Construction of Utility Infrastructure to Support New Development

Type of entity the applicant is: Municipality

Population of applicant (City or Town): 55,316

Percentage of the applicant's population directly served by the project: 100

Applicant's submitting multiple applications must establish priority ranking: Priority # 1 of 4

Brief description of the project and why applicant needs the project: (Attach additional pages if needed, must be legal size) Pages attached

Please See Attachment.

Project Schedule: Estimated Start Date: 09/30/14
Estimated Construction End Date: 02/28/15

Is project needed to meet federal or state health and/or safety requirement? Yes No
(If yes the applicant must provide the specific health or safety requirements the project will address)

List top three (3) Funding Sources, Amounts and Status of matching funds:

Funding Source	Amount	Status	Amount Expended on Project
County Consensus	\$2,100,000.00	Pending	

Estimated total project cost: \$2,100,000.00
Balance of Project incomplete: \$2,100,000.00
Amount of grant funds requested: \$2,100,000.00
Reimbursement Rate: 100.00%

Special District: Yes No

- The geographical area the special district covers and the date when the County Commissioners formed the district
- If the applicant is water and sewer district or an improvement and service district, the narrative must include the number and type of the lots the project will serve initially and the total number of lots in the district, and the current zoning of the district. For example, is the district zoned for residential use only or for commercial use or for a combination of uses?

Project Description: Construction of Utility Infrastructure to Support New Development

The City of Casper was asked to take the lead on a project which has been recognized as providing benefit to all of the local government entities in Natrona County. This project will be a joint effort between the Casper City Council, the Natrona County Board of Commissioners and the Amoco Reuse Agreement Joint Powers Board.

The Amoco Reuse Agreement Joint Powers Board currently is responsible for the development of the property known as the Platte River Commons. A 35 acre site on the Commons has been designated as an Opportunity Area for new commercial development. This economic development project will include the investment of public funds to construct the utility infrastructure necessary to support new commercial businesses on the site. The initial investment will include \$2.1 million of Consensus Funds to provide water mains, fire hydrants, a new sanitary sewer lift station, sewer mains, sidewalks, curb and gutter, pathways, pedestrian traffic signal, natural gas lines, electrical service, fiber connections for communication and data services. All of these improvements will serve to make the site ready for new business development.

This project has the potential for regional impact and that is the reason that all of the entities in Natrona County have joined together to support the allocation of County-wide Consensus Funding provided by the legislature in the 2015-2016 Biennium Budget. The timeline for the project would see the bid process initiated in September, 2014 with contracts awarded in November, 2014 and installation completed by February, 2015. The City of Casper has identified this project as its number 1 priority for funding from the Fiscal Year 2014 County Consensus Funds.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING

APPLICATION

Applicant: City of Casper Mailing Address: 200 North David Street City: Casper E-mail Address: lwitko@cityofcasperwy.com Phone No.: (307) 235-8296 Fax No.: (307) 235-8313 Applicant's Tax I.D. Number: 86-6000049 Project Name: Casper Recreation Center Renovations	Date: 06/04/2014 Contact Person: Linda Witko Zip: 82601 E-mail Address: lwitko@cityofcasperwy.com Phone No.: (307) 235-8296 Population: 55,316 County: Natrona
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Project Description:

This project will be a major renovation of a 32 year old Community Recreation Center building to update the building systems that support the activities which are now in demand. Four original racquetball courts will be converted 2 larger rooms for cardio-fitness and weight training programs. The indoor playground will be relocated, floor coverings, cabinetry, and lighting will be replaced throughout the facility. Handicap access will be improved.

Applicants submitting multiple applications must establish priority ranking:

Priority # 2 of 4

List all Funding Sources for the project:

Funding Source <small>(if approved, list grant or loan number)</small>	Amount	Status <small>Pending</small>	Amount <small>Approved</small>	Expended <small>(approved funding expended)</small>
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

Estimated total project cost: \$1,400,000.00
Balance of Project incomplete: \$1,400,000.00
Amount of grant funds requested: \$1,400,000.00
Reimbursement Rate: 100.00%
 (Each invoice will be reimbursed at the rate above)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Linda Witko		06/04/2014
_____ Name and Title (typed)	_____ Signature	_____ Date
Assistant City Manager		(307) 235-8296
_____ Name and Title of Contact Person		_____ Phone No.
E-mail: lwitko@cityofcasperwy.com		

Office of State Lands and Investments

SUMMARY FORM

Applicant: City of Casper, Wyoming

Project Name: Casper Recreation Center Renovations

Type of entity the applicant is: Municipality

Population of applicant (City or Town): 55,316

Percentage of the applicant's population directly served by the project: 100

Applicant's submitting multiple applications must establish priority ranking: Priority # 2 of 4

Brief description of the project and why applicant needs the project:

(Attach additional pages if needed, must be legal size) Pages attached

Please See Attachment.

Project Schedule: Estimated Start Date: 09/30/14

Estimated Construction End Date: 04/30/16

Is project needed to meet federal or state health and/or safety requirement? Yes No

(If yes the applicant must provide the specific health or safety requirements the project will address)

List top three (3) Funding Sources, Amounts and Status of matching funds:

Funding Source	Amount	Status	Amount Expended on Project
Funding Source	\$1,400,000.00	Pending	
County Consensus			

Estimated total project cost:

Balance of Project incomplete: \$0.00

Amount of grant funds requested:

Reimbursement Rate: 0.00%

Special District: Yes No

- The geographical area the special district covers and the date when the County Commissioners formed the district
- If the applicant is water and sewer district or an improvement and service district, the narrative must include the number and type of the lots the project will serve initially and the total number of lots in the district, and the current zoning of the district. For example, is the district zoned for residential use only or for commercial use or for a combination of uses?

Project Description: Casper Recreation Center Renovations

The Casper Recreation Center opened in 1983 with a design that included 4 racquetball courts to meet the demand for an activity that was popular with users at that time. Since then the interest in racquetball has declined and the use of the space has been adapted to meet the needs of the current users of the Recreation Center. In 1992 one of the four courts was converted to a cardio-fitness room. In 2007 one of the courts was changed to accommodate an indoor play area for toddlers and young children. A third court was made into an additional cardio-fitness room in 2011 to provide more room for the treadmills. The one remaining racquetball court is utilized an average of an hour and a half a day for racquetball.

This project is intended to repurpose the space which includes the 4 racquetball courts to provide one 1600 square foot cardio-fitness room and one 1600 square foot weight room. In the space that currently holds two courts the cardio-fitness room will include improved ventilation, better access and acoustics for those who will use the space to work out on equipment such as treadmills, elliptical exercisers, rowing machines, stationary bikes and so on. The walls will be removed and doorways made ADA compliant. Ventilation will support increased numbers of users at the same time, and new flooring, lighting and ceiling tiles will improve the environment and the workout experience. The remaining two racquetball courts will be converted to the new weight room. This will double the space for those who are interested in using the weight system and will also improve the ventilation, sound, and accessibility for this program.

The existing 850 square foot weight room will be converted to an indoor play area for toddlers and young children. The changes required to accommodate this use include improving the lighting, access, ventilation and acoustics for this specific play environment. New floor coverings and equipment spacing will also be part of the renovation. This space has windows opening to the gym which will also give the program better visibility to the staff.

Additional improvements which are included in this project are a remodel/reconfiguration of the existing craft rooms, replace lobby cabinetry, replacement flooring in the meeting and locker room areas, and the replacement and installation of an automated handicap accessible East entrance door.

There are two craft rooms, each is 600 square feet. Rooms are used as classroom space for a variety of programs and for meeting space. The VCT tile flooring will be replaced with flooring suitable for multipurpose use. The fixed wall between the two existing rooms will be replaced with a movable divider to allow for greater occupancy when needed. Existing cabinetry will be replaced.

Existing VDT tiles in the 900 square foot meeting room will be replaced with wood flooring in order to better accommodate movement-involved classes. The 30+ year old tile flooring in the locker rooms will be replaced to improve safety and aesthetics.

The solid metal East entrance door, most frequently used for seniors transitioning between the Recreation Center and the Senior Center, will be replaced with a glass door to match existing main entrance doors. This entrance will be fitted with a push button automated opener to improve handicapped accessibility.

The project will serve a population in the Casper Metropolitan Area of approximately 66,000 since it is the only public recreation center. The daily attendance figures for the facility average 1,400 per day.

The timeline for the project would include securing a contract with an architect in September, 2014, a bid process that would result in the award of a construction contract in April of 2015 and would provide for a 12 month construction timeline to allow for programming to continue around the renovations.

The City of Casper has identified this project as its number 2 priority for funding from the Fiscal Year 2014 County Consensus Funds.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING

APPLICATION

Applicant: City of Casper Mailing Address: 200 N. David City: Casper State: WY E-mail Address: lwitko@cityofcasperwy.com Phone No.: (307) 235-8296 Fax No.: (307) 235-8313 Applicant's Tax I.D. Number: 86-6000049 Project Name: Platte River Revival - Phase II	Date: 06/04/2014 Contact Person: Linda Witko Zip: 82601 E-mail Address: lwitko@cityofcasperwy.com Phone No.: (307) 235-8296 Population: 55316 County: Natrona
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Project Description:

The Phase II improvements include redirection of the river channel to improve access for water inlets to the Treatment Plant and the addition of features which will improve the habitat for fish and other wildlife. Bank stabilization and improved wetlands will contribute to improved water quality and long-term sustainability for the river.

Applicants submitting multiple applications must establish priority ranking:

Priority # 3 of 4

List all Funding Sources for the project:

Funding Source <small>(if approved, list grant or loan number)</small>	Amount	Status <small>Pending</small>	Amount <small>Approved</small>	Expended <small>(approved funding expended)</small>
Regional Water System	\$200,000.00	<input checked="" type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		

Estimated total project cost: \$1,200,000.00
 Balance of Project incomplete: \$1,200,000.00
 Amount of grant funds requested: \$1,000,000.00
 Reimbursement Rate: 83.33%
 (Each invoice will be reimbursed at the rate above)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Linda Witko		06/04/2014
_____ Name and Title (typed)	_____ Signature	_____ Date
Assistant City Manager		(307) 235-8296
_____ Name and Title of Contact Person	_____ Phone No.	
E-mail: lwitko@cityofcasperwy.com		

Office of State Lands and Investments

SUMMARY FORM

Applicant: City of Casper, Wyoming

Project Name: Platte River Revival - Phase II

Type of entity the applicant is: Municipality

Population of applicant (City or Town): 55,316

Percentage of the applicant's population directly served by the project: 100

Applicant's submitting multiple applications must establish priority ranking: Priority # ³ of 4

Brief description of the project and why applicant needs the project:

(Attach additional pages if needed, must be legal size) Pages attached

Please See Attachment.

Project Schedule: Estimated Start Date: 01/31/15
 Estimated Construction End Date: 11/30/15

Is project needed to meet federal or state health and/or safety requirement? Yes No
 (If yes the applicant must provide the specific health or safety requirements the project will address)

List top three (3) Funding Sources, Amounts and Status of matching funds:

Funding Source	Amount	Status	Amount Expended on Project
Regional Water System	\$200,000.00	Pending	
County Consensus	\$1,000,000.00	Pending	

Estimated total project cost: \$1,200,000.00
 Balance of Project incomplete: \$1,200,000.00
 Amount of grant funds requested: \$1,000,000.00
 Reimbursement Rate: 83.33%

Special District: Yes No

- The geographical area the special district covers and the date when the County Commissioners formed the district
- If the applicant is water and sewer district or an improvement and service district, the narrative must include the number and type of the lots the project will serve initially and the total number of lots in the district, and the current zoning of the district. For example, is the district zoned for residential use only or for commercial use or for a combination of uses?

Project Description: Platte River Revival – Phase II

This project is part of a long-term goal to foster a healthy and sustainable river system that is a catalyst for economic development and improved quality of life in the Casper area. The City of Casper has taken the lead but the project is a perfect example of a public-private partnership between local, state and federal government, private companies, community organizations and individual volunteers working together to improve this important community asset. The project began in 2006 with an annual volunteer day in conjunction with National Public Lands Day where 300 volunteers joined city workers to remove debris, eliminate stands of Russian olive trees to make room for replanting of native vegetation and revitalize the river corridor through the community. The Volunteer Day has been held every year since.

In 2012 the North Platte River Environmental Restoration Master Plan and Hydraulic Study and Design was completed with funding from private foundations, the City of Casper and the Wyoming Wildlife and Natural Resource Trust. The Master Plan has targeted seven areas for restoration and represents more than \$12,800,000 of improvements to the river.

Implementation of the Master Plan will be completed in phases. The first phase includes two of the areas to be constructed in September-November of 2014 at a cost of \$1,650,000 with funding allocated from the City of Casper and grants through the Wyoming Wildlife Federation and the Wyoming Business Council. Planning is moving forward for the second phase of construction in 2015 to include the site adjacent to the Water Treatment Plant which is estimated to cost \$1,200,000. The funding for this phase would include \$1,000,000 from the Natrona County Consensus funds in recognition of the impact that the project will have on the Regional Water Treatment Plant and water quality in general for Casper and the surrounding communities. The balance of the funding will be provided from a grant from the Regional Water System.

Funding for additional phases to address the remaining four areas is being sought through both public and private sources. Optional 1% Funds as well as donations from private individuals and corporations will be combined with state foundation grants and other public funding sources to complete the Master Plan.

The Phase II improvements include redirection of the river channel to improve access for water inlets to the Treatment Plant and the addition of features which will improve the habitat for fish and other wildlife. Bank stabilization and improved wetlands will contribute to improved water quality and long-term sustainability for the river.

The project will directly serve the population that is included in the Regional Water System which is estimated to be 58,000 people in Casper, Bar Num, Midwest, Edgerton and several outside City water users in Natrona County. There will also be benefits to the Communities of Mills and Evansville as the improved water quality and expanded tourism fishing industry provide economic development benefits to the entire County.

The timeline for the project would see the bid process initiated in January, 2015 with contracts awarded in June, 2015 and construction completed by November, 2015. The City of Casper has identified this project as its number 3 priority for funding from the Fiscal Year 2014 County Consensus Funds.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING

APPLICATION

Applicant: City of Casper Mailing Address: 200 North David Street City: Casper E-mail Address: lwitko@cityofcasperwy.com Phone No.: (307) 235-8296 Fax No.: (307) 235-8313 Applicant's Tax I.D. Number: 86-6000049 Project Name: Replacement of the Scoreboard at the Casper Events Center	Date: 06/04/2014 Contact Person: Linda Witko Zip: 82601 E-mail Address: lwitko@cityofcasperwy.com Phone No.: (307) 235-8296 Population: 55,316 County: Natrona
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Project Description:

This project is for the replacement of the scoreboard at the Casper Events Center which has been experiencing technical problems with failing components and the staff has had a difficult time securing parts for repairs. This purchase and installation of the new equipment will include two video display screens, a ribbon display along either side of the arena floor and signage which will incorporate scoreboards and game clocks.

Applicants submitting multiple applications must establish priority ranking:

Priority # 4 of 4

List all Funding Sources for the project:

Funding Source <small>(if approved, list grant or loan number)</small>	Amount	Status <small>Pending</small>	Amount <small>Approved</small>	Expended <small>(approved funding expended)</small>

Estimated total project cost: \$1,000,000.00
Balance of Project incomplete: \$1,000,000.00
Amount of grant funds requested: \$1,000,000.00
Reimbursement Rate: 100.00%
(Each invoice will be reimbursed at the rate above)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Linda Witko		06/04/2014
_____ Name and Title (typed)	_____ Signature	_____ Date
Assistant City Manager		(307) 235-8296
_____ Name and Title of Contact Person		_____ Phone No.
E-mail: lwitko@cityofcasperwy.com		

Office of State Lands and Investments
SUMMARY FORM

Applicant: City of Casper, Wyoming

Project Name: Replacement of the Scoreboard at the Casper Events Center

Type of entity the applicant is: Municipality Population of applicant (City or Town): 55,316

Percentage of the applicant's population directly served by the project: 100

Applicant's submitting multiple applications must establish priority ranking: Priority # 4 of 4

Brief description of the project and why applicant needs the project:
(Attach additional pages if needed, must be legal size) Pages attached

The Casper Events Center is a facility which serves all of Central Wyoming in terms of concerts, rodeos, athletic events, fund raisers and special commercial shows for product demonstrations and sales. The statewide athletic tournaments bring large numbers of fans and participants to Central Wyoming for competitions and to enjoy the large selection of restaurant and retail shopping opportunities. Sales tax is generated for all of the entities in Natrona County as a result of these events which have regional impact.

The existing scoreboard is part of the original equipment which was installed when the building was constructed in 1984. It has been experiencing technical problems with failing components and the staff has had a difficult time securing parts for repairs. The City is proposing to purchase and install new equipment to include two video display screens, a ribbon display along either side of the arena floor and signage which will incorporate scoreboards and game clocks.

The project is estimated to cost \$1,000,000 which would come from Natrona County Consensus Funds.

The population served is estimated to be 100,000 in the Central Wyoming sector. The timeline for the project would see the bid process initiated in September, 2014 with contracts awarded in November, 2014 and installation completed by February, 2015. The City of Casper has identified this project as its number 4 priority for funding from the Fiscal Year 2014 County Consensus Funds.

Project Schedule: Estimated Start Date: 11/30/14
Estimated Construction End Date: 02/28/15

Is project needed to meet federal or state health and/or safety requirement? Yes No
(If yes the applicant must provide the specific health or safety requirements the project will address)

List top three (3) Funding Sources, Amounts and Status of matching funds:

Funding Source	Amount	Status	Amount Expended on Project
County Consensus	\$1,000,000.00	Pending	

Estimated total project cost: \$1,000,000.00
Balance of Project incomplete: \$1,000,000.00
Amount of grant funds requested: \$1,000,000.00
Reimbursement Rate: 100.00%

Special District: Yes No

- The geographical area the special district covers and the date when the County Commissioners formed the district
- If the applicant is water and sewer district or an improvement and service district, the narrative must include the number and type of the lots the project will serve initially and the total number of lots in the district, and the current zoning of the district. For example, is the district zoned for residential use only or for commercial use or for a combination of uses?

Project Description: Replacement of the Scoreboard at the Casper Events Center

The Casper Events Center is a facility which serves all of Central Wyoming in terms of concerts, rodeos, athletic events, fund raisers and special commercial shows for product demonstrations and sales. The statewide athletic tournaments bring large numbers of fans and participants to Central Wyoming for competitions and to enjoy the large selection of restaurant and retail shopping opportunities. Sales tax is generated for all of the entities in Natrona County as a result of these events which have regional impact.

The existing scoreboard is part of the original equipment which was installed when the building was constructed in 1984. It has been experiencing technical problems with failing components and the staff has had a difficult time securing parts for repairs. The City is proposing to purchase and install new equipment to include two video display screens, a ribbon display along either side of the arena floor and signage which will incorporate scoreboards and game clocks.

The project is estimated to cost \$1,000,000 which would come from Natrona County Consensus Funds.

The population served is estimated to be 100,000 in the Central Wyoming sector. The timeline for the project would see the bid process initiated in September, 2014 with contracts awarded in November, 2014 and installation completed by February, 2015. The City of Casper has identified this project as its number 4 priority for funding from the Fiscal Year 2014 County Consensus Funds.

BFY15/16 Funding

JOINT RESOLUTION

We, the undersigned _____ Natrona _____ County Board of Commissioners, hereby certify that the Board and at least seventy percent (70%) of the incorporated population within Natrona _____ County have reached agreement on the following project(s) to be funded under Chapter 26, Section 324 and in compliance with rules promulgated by the State Loan and Investment Board, Chapter 32.

County Consensus List

Priority Listing:											Available			
											\$ 8,437,800.00			
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Project Owner	Project Name	Total Estimated Project Cost	E + G + I Total Funding Secured & in place	Amount of Grants, Loans, and Other types of previously secured funding	Grant #, Loan #, Other Information for Previously secured funding	Local Match If any	Local Match If any (Please provide detail)	Other Match	Other Match If any (Please provide detail)	Percentage of Total Project Already Funded	C - D Balance of Project needing funding	Project Share requested from this consensus list	L - M Amount of Project not funded after consensus list funding request	N / C Percentage of project not yet funded
Town of Evansville		400,000.00	-								400,000.00	400,000.00	-	0%
Town of Mills		400,000.00	-								400,000.00	400,000.00	-	0%
Town of Bar Nunn		550,000.00	-								550,000.00	550,000.00	-	0%
Town of Edgerton		225,000.00	-								225,000.00	225,000.00	-	0%
Town of Midwest		225,000.00	-								225,000.00	225,000.00	-	0%
Natrona County		1,137,800.00	-								1,137,800.00	1,137,800.00	-	0%
City of Casper	Construction of Utility Infrastructure to Support New Development	2,100,000.00	-								2,100,000.00	2,100,000.00	-	0%
City of Casper	Casper Recreation Center Renovations	1,400,000.00	-								1,400,000.00	1,400,000.00	-	0%
City of Casper	Platte River Revival - Phase II	1,200,000.00	200,000.00					200,000.00		16.67%	1,000,000.00	1,000,000.00	-	0%
City of Casper	Replacement of Scoreboard at the Casper Events Center	1,000,000.00	-								1,000,000.00	1,000,000.00	-	0%
			-								-	-	-	-
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RESOLUTION NO. 14-174

A RESOLUTION APPROVING THE PROPOSED PROJECT APPLICATIONS FOR
THE 2014 COUNTY CONSENSUS FUNDING

WHEREAS, the City of Casper has participated in the decision on distribution of the \$8,437,800 allocated to Natrona County by the Legislature; and

WHEREAS, the City of Casper allocation was listed as \$5,500,000, and a proposed list of projects has been prepared for submission to the County Commissioners Office;

NOW THEREFORE, the Mayor is hereby authorized and directed to execute, the Joint Resolution to be submitted to the State Loan and Investment Board on behalf of all the local government entities in Natrona County, to include the project list and the project applications as provided by Wyoming law and in compliance with the rules promulgated by the State Loan and Investment Board, Chapter 32.

PASSED, APPROVED AND ADOPTED on this 17th day of June, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul M. Meyer
Mayor

June 11, 2014

MEMO TO: John C. Patterson, City Manager 
FROM: Doug Follick, Leisure Services Director 
Brett Dovala, Casper Events Center Manager
SUBJECT: Agreement Architectural Doors and Hardware
Casper Events Center Door Hardware Replacement

Recommendation:

That Council, by resolution, authorize an agreement with Architectural Doors and Hardware, for the replacement of various door hardware & closers, not to exceed the amount of \$120,000.

Summary:

On Tuesday, May 13, 2014, two (2) proposals were received to remove and install replacement door hardware at the Casper Events Center.

The proposals received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Architectural Doors & Hardware	Casper, Wyoming	\$105,635.00
Wyoming Lock & Safe	Casper, Wyoming	\$158,201.80

The estimate prepared by the City was \$120,000, with the low proposal received at \$105,635. Maintaining a project contingency amount of \$14,365 brings the total potential contract amount to \$120,000.

Funding for this project is from one-time monies allocated by the City Council for this project.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of _____, 2014, 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. Architectural Doors and Hardware (“ADH”), 6713 W. Yellowstone Hwy., Casper, Wyoming, 82604 (“Contractor”).

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

RECITALS

A. The City is undertaking a door hardware replacement project at the Casper Events Center, #1 Events Drive, Casper, Wyoming 82601.

B. The project requires professional services for removing, providing and installing various types of mechanical door hardware, locksets, closers, etc., at the Casper Events Center.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- a. Provide high quality commercial grade (Grade 1 or better) door hardware products and installation providing a secure access system for the Casper Events Center.
- b. An aesthetically acceptable installation.
- c. Provide key cuts and blank keys in quantities determined by the key schedule developed by the Casper Events Center and the Company.
- d. Provide one hundred (100) key blanks for future use.
- e. Perform work in accordance with the schedules and accessible work areas as determined by the Casper Events Center.

- f. Perform work in a safe manner as determined by City of Casper safety guidelines, policies and practices.
- g. Provide two (2) copies of O and M manuals for all equipment installed including diagrams and tables or spreadsheets of hardware locations and key designations.
- h. The Company compensation shall be paid by the City upon fifty percent (50%) completion of the total contract with a variance of plus or minus five percent (+/-5%) upon verification by the City of work completed. The remainder of the contract shall be paid upon the completion and acceptance of the agreed terms of the Contract for Professional Services upon verification by the City. All pay requests shall be in the form of an invoice from the Company referencing this project.
- i. Remove and properly dispose of old removed door hardware.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be completed ten (10) weeks after signed agreement.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred-Five Thousand, Six Hundred-Thirty Five Dollars (\$105,635).

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.

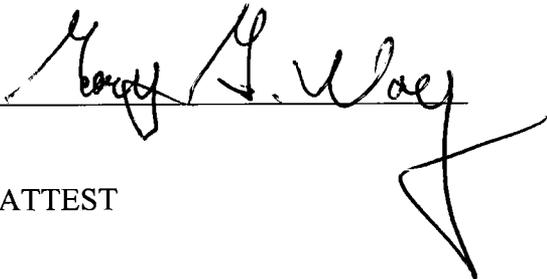
6. EXTENT OF CONTRACT:

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

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
Architectural Doors and Hardware

By: _____

By:  _____

Printed Name: _____

Printed Name: DAVID B FORBES

Title: _____

Title: MANAGER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

RESOLUTION NO. 14-175

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ARCHITECTURAL DOORS AND HARDWARE FOR THE CASPER EVENTS CENTER FOR DOOR HARDWARE REPLACEMENT.

WHEREAS, the City of Casper is the owner of the Casper Events Center; and

WHEREAS, the City of Casper desires to enter into a Professional Services Contract for the replacement of Door Hardware at the Casper Events Center; and,

WHEREAS, Architectural Doors and Hardware is able and willing to provide those services specified as Casper Events Center Door Hardware Replacement; 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, a Professional Services Contract, with Architectural Doors and Hardware for those services at the Casper Events Center.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in an amount not to exceed One Hundred-Twenty Thousand Dollars (\$120,000.00).

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 17, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Extending Working Hours
Gosfield Village #4

Recommendation:

That Council, by minute action, authorize Andreen Hunt Construction to work extended hours during construction of Gosfield Village #4 Addition.

Summary:

Andreen Hunt Construction has requested Council authorization to work hours beyond what is allowed by Municipal Code during construction of Gosfield Village #4 Addition. The extended hours are necessary to help mitigate dust and reduce the time utility trenches remain open. Please see attached request from Andreen Hunt Construction dated April 23, 2014.

Andreen Hunt Construction, Inc.
P.O. Box 1175
Mills, WY 82644
April 23, 2014

Rob Bennett, P. E.
Project Manager
CEPI
6080 Enterprise Dr.
Casper, WY 82609

RE: Gosfield Addition #4
Project No. 12-35

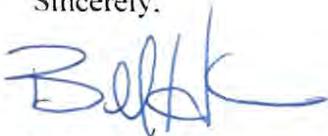
Dear Mr. Bennett:

We formally request that Andreen Hunt Const., Inc. be allowed to work extended hours on the Gosfield #4 project.

This is not because the project is behind, but is to allow for better control of dirt and dust blowing onto the adjacent home owners and for keeping open trenches to a minimum. Recently we had our water truck begin spraying water early (6:30am) because the wind was "kicking-up" dirt from some of the areas where the vegetation had been removed. Also we had an excavator working after 6:00pm to close up ditches so as to prevent any children from entering an unsafe condition. This will not be a daily occurrence in both cases, however we feel that having the latitude to maintain the site would be in everybody's best interest.

We appreciate your consideration of this request.

Sincerely,



Bill Hunt
Project Superintendent

c.c. Mr. Danny Weber

June 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew B. Beamer, P.E., City Engineer
Jason Knopp, P.E., Associate Engineer

SUBJECT: Rejection of Bid
1st Street Improvements Project, No. 14-06

Recommendation:

That Council, by minute action, reject the bid received for the 1st Street Improvements Project, No. 14-06.

Summary:

On Tuesday, June 3, 2014, one (1) bid was received to replace dilapidated curb and gutter, sidewalk, mill and overlay roadway, and 4,000 feet of water main for the 1st Street Improvements Project, No. 14-06. The bid received for this work follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Knife River, Inc.	Casper, Wyoming	\$2,688,974

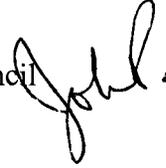
The estimate prepared by the consulting engineer was \$1,800,000.

Funding for the project was from Water Fund Reserves and Arterial and Collector funds and supplemented by 1%14 funds.

It is recommended by the City's consulting engineer and City staff that Council reject the bid for exceeding the engineer's estimate. The project will be re-advertised with a recommendation of award brought forward at a later Council meeting.

June 17, 2014

MEMO TO: His Honor, the Mayor, and Members of the City Council



FROM: John C. Patterson, City Manager

SUBJECT: Motion to Allow Council Sponsorship of the League of Women Voters to Use Council Chambers as a Public Forum During Current Election Season

Recommendation:

That the Casper League of Women Voters be allowed to use Council Chambers as a public forum during this election season.

Background:

At the May 13, 2014, Work Session, City Council discussed the possibility of providing access to others to use the Council Chambers as a public forum. After discussing specific concerns that would need to be addressed in order for this to happen, it was decided not to move forward with opening the Chambers to outside groups at that time until additional study could be made of what might need to be included in any of the user policies.

This issue was again brought up at the June 10, 2014, Work Session where the majority of Council agreed to bring a motion to specifically allow the Casper League of Women Voters to use the Council Chambers as a public forum during this election season.

*Casper League of Women Voters
PO Box 1514
Casper, WY 82602*

June 9, 2014

Mr. John Patterson
City of Casper
220 N David
Casper, WY 82601

Dear Mr. Patterson,

Following up on my email of June 7th in requesting the use of the City Council Chambers on July 21st for a Candidates forum including those running for City Council.

The league has attached for your review our typical candidate forum format and guidelines for questioning and discussion. As well as a copy of the ordinance relating to the cable company providing the televised service of city chamber meetings at "no cost" to the city. Ms. Schlager noted that the City Council Chambers could be used but we would not have the use of the televised capability due to costs involved. Being that there are none, the league requests the capability of having the forum televised.

Please have someone contact me as soon as possible to confirm the availability of the City council chamber to avoid any scheduling conflicts. John, thank you for your time and effort in helping to bring these forums back to City Council Chambers. Please thank all council members for us as well.

Most Sincerely,



Mary England
Past President Casper League of
Women Voters

Encl: LWV Candidate Forum Guidelines
Pages 8 & 9 of City Ordinance No. 7-07

LEAGUE OF WOMEN VOTERS

CANDIDATE FORUM GUIDELINES

PRE-FORUM

Position Statement: The League Of Women Voters, when sponsoring a Forum, will follow the Forum Guidelines. The League Of Women Voters will agree to co-sponsor a Candidate Forum with another group or groups if the application of the Forum Guidelines is part of the agreement.

Forum Committee: The committee's responsibilities include inviting and confirming attendance with candidates; setting time, date, place and location; securing a moderator and timekeepers, format; drafting questions; refreshments, publicity and thank you responses to all appropriate personnel.

Questions: The Forum committee will prepare a slate of from 5 to 7 questions on relevant issues in the campaign. Questions should be designed to elicit the candidates' positions rather than to generate controversy.

Invitations to Candidates: The candidates invited to participate in a LWV forum will be restricted to those candidates who have filed for office. The invitations will include date, time, place, format, length of debate, and name of the moderator and panel participants. Attached to the invitation will be a list of the general topics that will be used to generate the questions that will be prepared by the Forum and The Forum Guidelines.

Surrogates/Position Papers: Surrogates will not be allowed to "sit-in" for candidates. If a candidate cannot attend and wishes to send a position paper on the issues outlined in the invitation letter, he/she may do so. The paper will be read by the moderator at the end of the questioning of the candidates who are present. If public questions are included in the format, they will begin after any position papers for absent candidates are read.

Candidate Literature: LWV policy does not allow candidate-related or party-affiliation literature at League sponsored forums or debates. Issue-oriented materials are allowed. Casper's League will set up a table for candidate materials but will offer no assistance with set up or dissemination of materials. Literature that shows party affiliation will not be permitted at nonpartisan debates.

FORUM STRUCTURE

Candidate Orientation: The Forum Committee will prepare the seating arrangements, marking each candidate's place with a name placard. Water will be available at each candidate's place. Upon arrival, each candidate will be given a current/revised copy of the forum rules and a list of the questions that will be asked by the moderator.

Welcome: The Forum committee will select the person to welcome the participants and attendees. The welcome will be short but must include a brief statement of the rules that will include the time allotted to the participants for answering questions. If questions from the audience are on the agenda, the procedure for submitting these questions shall be explained as part of the welcome.

Moderator Duties: The moderator will ask the prepared questions in a fair manner. Each question will be addressed to each participant, giving each candidate an opportunity to respond to that particular question. The rotation, such as right to left, once established, will be maintained throughout the Forum. No candidate will have the option of bypassing his/her turn, expecting to respond out of the prescribed order. The moderator will monitor the time allowed for each candidate to respond to questions. He/she will ascertain that the stated times are adhered to.

Timekeepers: There will be two timekeepers provided with a stopwatch and a set of easily read cards to indicate time remaining to candidates. These cards will read "2 minutes," "1 minute," "30 seconds" and "Stop". The timekeepers will be seated where they are clearly visible to the Forum participants and to the moderator.

Opening Statements: Time limit for opening statements will be 3 minutes per candidate. If a large number of candidates is participating, the Forum Committee, in order to keep the Forum moving in a timely manner, may set the time that each candidate will be allotted for the opening and/or closing statements or completely eliminate this feature.

Prepared Questions: The moderator will ask the questions prepared by the Forum committee in the order they are given to him/her. Each participant will be offered the opportunity to answer first or last according to the stated rotation.

Candidate Response: Each candidate will have 2 minutes to respond to each question. The moderator will ensure that the candidates' responses are addressed to the audience

and that each candidate does not exceed the time limit. The moderator will not permit the candidates to make personal comments to or about each other.

Rebuttal: Rebuttal is not allowed in a forum format. If a candidate chooses to respond to a comment made by another candidate, he or she must do so within the framework of the Forum Guidelines. For example, he/she may respond when the rotation is in that candidate's favor. No extra time is allowed for rebuttal.

Audience Participation: If audience questions are part of the format, those present will be invited to submit written questions on 3 x 5 cards provided by the Forum committee. The Forum committee will choose among the questions submitted, those that focus on issues of broad general interest. Questions that are of a personal nature or attack candidates will not be considered. Time taken for audience questions will be limited to a pre-announced time frame, usually not more than 20 minutes. The moderator will ask the selected questions in the same rotation as previously used for the prepared questions.

Closing Statements: If closing statements are on the agenda, each candidate's remarks will be kept to 3 minutes. The rotation from one candidate to another used for the prepared questions will also be followed for closing statements. There is no rebuttal to a closing statement.

Grantee charges for delivery to a single drop point to a residential Subscriber.

4.4 Educational and Governmental Use.

- a. EG/PEG Channel Capacity. Grantee shall set aside one channel for educational and governmental ("EG") access use. The City may, by Council resolution, at any time during the term of this Franchise request that the Grantee provide this channel as a public, educational, and governmental ("PEG") access channel under the same terms and conditions as set forth herein for EG channel access.
- b. Management. The City may designate any entity or entities to manage the channel. The City has the authority to determine scheduling of the use of the channel.
- c. No Charge. The EG channel shall be available at no charge to users.
- d. Grantee Not Responsible for Content. Grantee shall not be responsible for, nor shall the City hold the Grantee responsible for any claim for injury or damage arising from the programming carried on said channel set aside for EG use. It is intended by this Section that Grantee is extended at least the protection recognized by 47 U.S.C. § 558.
- e. Other Programming. When the EG use channel is not being used to carry programming provided by other EG access users, the City or its designee, at their sole cost and expense, shall have the right to back-up EG programming with other noncommercial programming, consistent with promoting educational and governmental use of the channels. This paragraph shall not limit Grantee's rights under 47 U.S.C. §531 (d).
- f. General. Upon written request, Grantee shall wire and equip one room in addition to the Council Chambers in city hall for cable casting at no additional cost to City.

g. Production Support.

1. The Grantee shall produce and air for the City at no cost to City:
 - i. certain government and educational meetings and events for access purposes that are held in the City Council Chambers at City Hall;
 - ii. all City government meetings requested by the office of the City Manager, that are publicly held in City Hall rooms equipped to provide video production;
 - iii. certain EG Access, not to exceed two hours original air time per week; provided, however, in the event the City does not use the two hours on an on-going basis, the City and Grantee shall cooperate to provide City with additional time in a given week.
 - iv. Upon the acceptance of this Franchise Agreement by the Grantee, the Grantee agrees to upgrade the EG channel equipment to a level that is acceptable to the City, including, but not limited to upgrades in camera, lighting, and audio equipment, with updates thereafter occurring every five (5) years of this Franchise. In no event shall Grantee's obligation for any single upgrade or update exceed \$20,000.
2. Grantee shall produce such access programming at no cost to the City on following terms:
 - i. upon written request from the City Manager's office;
 - ii. upon reasonable advance notice of not less than five business days; and,

- iii. Grantee shall cooperate with the City to provide an appropriate location for such production, as necessary, upon request by the City Manager.
 - iv. The five (5) day advance written request is not required for cable casting of public meetings held in City Hall rooms equipped to provide video production.
3. Grantee shall produce and/or air PSA spots at City Manager's request, promoting City-sponsored events and facilities on the following terms:

- i. It is understood and agreed that pursuant to this requirement, the Grantee shall not be required to produce in excess of one PSA spot per event, and/or per facility, per year.
- ii. City Manager's office shall make written request to Grantee for production of such PSA spots, which notice shall be not less than ten (10) business days.
- iii. It is understood and agreed that Grantee shall air such PSA spots as run of schedule, as such term is accepted in the industry.

4.5 Leased Use.

The Grantee shall make available channel capacity for commercial use as required under Section 612 of the Cable Act. The City reserves any rights it may have to regulate and provide for commercial use of the System, and the Grantee reserves any rights it may have with respect to commercial use of the System.

4.6 Subscriber Services.

In addition to such other service requirements as may be contained in this Franchise, Grantee agrees to provide the following broad categories of service:

- 1. broadcast programming;
- 2. news and weather programming;

- 3. arts/cultural programming;
- 4. educational and informational programming; and
- 5. children's programming.

4.7 Non-Discrimination.

Grantee shall not unlawfully discriminate against any person, or governmental entity including in its provision of services and equipment, on the basis of race, color, religion, national origin, sex, age, disability, or income; or deny service to any group of potential Subscribers because of the income of the residents of the area in which a group of potential Subscribers reside. The Grantee shall provide information concerning the cost and availability of equipment to facilitate the reception of services by the hearing impaired.

4.8 Parental Control Device.

- a. Upon request, Grantee shall provide parental control devices to any Subscriber, after payment to Grantee of any applicable charges.
- b. The Grantee shall design its System so that the audio and video on any channel may be blocked out using the devices.

SECTION 5. RATE REGULATION AND CONSUMER PROTECTION.

5.1 Regulation of Rates and Charges.

- a. The City may regulate Grantee's rates and charges to the fullest extent permitted by Federal law and regulations whether or not the rate or charge is specified in the Franchise. The city may adopt regulations governing the review of rates charged by the Grantee, consistent with Federal law.
- b. Grantee shall file a schedule of its rates and charges with the City with its acceptance of this Franchise and shall file a revised schedule whenever any rate or charge is changed, without regard to whether the rate is subject to review or approval by the City. No rate regulated by the City may be changed without the prior approval of the City, except as Federal law otherwise provides.

May 5, 2014

MEMO TO: John C. Patterson, City Manager
FROM: William C. Luben, City Attorney *WCL*
SUBJECT: Use of City Council Chambers as a Public Forum

Recommendation

No recommendation is being made. This memo is being supplied for Council's discussion of use of the Council Chambers for matters other than government sponsored meetings.

Summary

I. Forum Designation:

The courts identify three forum types in which speech may occur – traditional public forums, designated or limited public forums, and non-public forums. The courts then apply different levels of scrutiny (“standards”) to government regulations of speech based on the type of forum in which the speech occurs as follows:

1. A *Traditional Public Forum* is defined by characteristics of the property, such as if the property has a long tradition of being devoted to assembly and debate. Public forums have traditionally been public sidewalks and public parks. Speech in a traditional public forum is subject to a “*strict scrutiny*” standard by the courts, which means that the government must show a “compelling state interest” in prohibiting or limiting the speech. This is a very high standard, and generally cannot be met by the government. The government cannot apply content or viewpoint restrictions to speech in a public forum. The government only has the ability to enact content neutral time, place, or manner restrictions, which still have to be narrowly tailored to serve a significant governmental interest. An example would be reasonable park opening and closing times.

2. A *Limited or Designated Public Forum* is created by purposeful government action, and characterized by the government intentionally opening a non-traditional public forum for public discourse. The council chamber is an example of a limited public forum. It is opened by the government for purposes of the council and other governmental meetings and the consideration of the agenda items before council.

3. A *Non-Public Forum* is property that is either a non-public forum or not a forum at all. In that case, the government can restrict access so long as the restrictions are reasonable.

II. Content Neutrality:

Generally, government regulation of speech must be *content neutral* regarding both viewpoint and subject matter. Viewpoint neutral means that the government cannot regulate speech based upon the ideology of the message. For example, it would be clearly unconstitutional for a government to say that Republican rallies are always allowed on public sidewalks, but Democratic rallies are not. Subject matter neutral means that the government cannot regulate speech based on the topic of the speech. Regulation of speech is generally considered content neutral if it applies to all speech, regardless of the message.

If regulation of speech is not content-neutral, the courts will generally apply the *strict scrutiny* standard to the speech restriction, which again, requires the government to show a compelling state interest in restricting the speech.

III: Discussion:

Generally speaking, City Hall is not a public forum, as it is a place where to public comes to do its business with the City, such as paying utility bills or seeking other services from the City. However, part of City Hall, being the Council chambers has been “carved out” for governmental meetings, including both Council and Planning and Zoning Commission meetings. As the chambers have traditionally only been used for governmental meetings, the chambers are a “limited public” forum for these purposes.

The type of forum that exists turns on the intent of the government. A limited public forum can be converted to a “public forum” in which all types of speech are allowed. The courts look to the policy and practice of government to decide if it intended to designate a place that was not traditionally open to assembly and debate as a designated public forum.

Should Council decide to open up the Council chambers as a public forum, then the City will not be able to apply any content or viewpoint restrictions on the speech. Once the limited public forum is converted to a public forum, the City will not have the ability to exclude a speaker or group on the grounds that the City does not agree with the ideology of the speaker or group, or their message.

Two examples of a limited public forum being converted to a public forum recently occurred in Wyoming, both of which resulted in adverse rulings against the University of, and the State of Wyoming:

***WILLIAM AYERS AND MEGHAN LANKER V. UNIVERSITY OF WYOMING AND TOM BUCHANAN*, Casper No. 10-CV79-D in the United States District Court for the District of Wyoming:**

In this case the University's Social Justice Research Center had invited William Ayers, a member of the radical "Weather Underground," which he had helped start, to speak at the University. This group had been responsible for bombing government buildings, including the United States Capitol to protest the Vietnam War. Although Ayers was charged with conspiracy to bomb governmental buildings, the charges were later dropped, apparently due to the use of illegal wiretaps by the government.

The invitation was withdrawn when the University sought to ban his appearance citing "safety concerns." Thereafter, Meghan Lanker invited Ayers to speak in a student-sponsored event. Lanker attempted to rent a multipurpose space in the University of Wyoming Sports Complex, but was advised that this venue would not be available. Lanker and Ayers then brought suit in the Federal District Court claiming that the University had violated their constitutional rights to freedom of speech and assembly.

The Court granted a preliminary injunction enjoining the University from prohibiting Ayers from speaking at the University of Wyoming Sports Complex. It should be noted that the President Bill Clinton had been allowed to use this facility two years before this matter when he was campaigning for Hillary Rodham Clinton as she was seeking the Democratic nomination for president. In this case, the University was not allowed to base its decision to exclude Ayers from speaking on the basis of his viewpoint or the content of his speech.

WYWATCH FAMILY ACTION, INC. v. RICH CATHCART, individually and in his official capacity as Executive Secretary of State Building Commission of Wyoming, MATTHEW H. MEAD, in his official capacity as a member of the State Building Commission of Wyoming, MAX MAXFIELD, in his official capacity as a member of the State Building Commission of Wyoming, CYNTHIA I. CLOUD, in her official capacity as a member of the State Building Commission of Wyoming, JOSEPH B. MEYER, in his official capacity as a member of the State Building Commission of Wyoming, and CINDY HILL, in her official capacity as a member of the State Building Commission of Wyoming, Docket NO. 2:12-cv-00001-NDF in the United States District Court for the District of Wyoming:

This case was a civil rights action against the State of Wyoming claiming that the State had denied the Plaintiff its freedom of speech, due process, and equal protection when it was denied the right to place its pro-life display in the Herschler building in Cheyenne. The Plaintiff wanted this display to be up during legislative debate about two house bills that would require an abortion provider to supply information to a pregnant woman about her right to view an ultrasound and hear the heartbeat of her unborn child.

The Plaintiff alleged that a portion of this building, the "Herschler Gallery," had historically been used as a place for nonprofit organizations and state agencies to put up displays and advocate views regarding their respective missions. Although the Plaintiff's displays were initially approved, the approval was later withdrawn. During this time, the Plaintiff alleged that other organizations were allowed to set up their displays in this

building, including the Wyoming Seat Belt Coalition with the Wyoming Department of Transportation, Wyoming Outdoor Council, Wyoming Arts Alliance, Raising Readers, Wyoming Humanities Council, Wyoming College of Engineering and Applied Science, Wyoming Engineering Society, and the Wyoming Center for Nursing and Health Care.

This case was settled, and a Consent Order was entered by the Court finding that the State had enforced an unconstitutionally vague policy against the Plaintiff which discriminated against its viewpoint. The Plaintiff was awarded \$1.00 in nominal damages and was ordered to pay \$30,000.00 to the Plaintiff's attorney for its attorney fees.

Both of these cases illustrate the issues that arise when areas that were originally limited or non-public forums become public forums, and the government's loss of its ability to control or limit the content of the speech that may occur.

COUNCIL WORK SESSION – May 13, 2014

The Mayor called the meeting to order at 5:00 p.m. All members were present except Councilman Hedquist.

The first item on the agenda was a presentation by Brenda Eickhoff-Johnson regarding the Work Plan for the Community Action Partnership. Brenda provided some information on the assessment process with regard to Human Service needs in the community. The final data on the assessment for 2014 will be available in the near future. Brenda noted that CAP has been working on the Life Steps Campus with the transitional housing program and has seen 78% of the participants move to permanent housing. Health Care For the Homeless has noted that 71% of the patients seen were diagnosed with mental health issues. The focus for 2015 will be on dealing with the mental health issues associated with homelessness. All of the housing units at Life Steps are full and there may be some opportunity to expand the units available to accommodate some additional transitional housing needs. The Housing First Program which deals with chronic homelessness has been meeting and looking at the possibility of acquiring additional emergency housing units. Council thanked Brenda for the work that her agency is doing.

The next item on the agenda was a report from Fleur Tremel and Dennis Rollins regarding the programming contract for Channel 3. The initial problems experienced by this project involved equipment issues at the City's site which required the installation of new equipment and update of the software. Council asked that some effort be made to put together a schedule which would provide for rebroadcasting of Council meetings and Planning and Zoning Commission Meetings beyond the live broadcast. Additional upgrades to the system would be needed to allow for new programs to be loaded off-site to the channel. This will be examined for future programming.

The City Attorney addressed the request from Council to examine the possibility of providing access to other groups to use the Council Chambers as a public forum. In order to allow this to happen it would be important to provide specific guidelines on how groups would request to use the Chambers and what costs would be involved in allowing this use. It was generally agreed that any additional costs for personnel to open the building and manage the facility would need to be covered by the users. Whether or not use of the room would include use of the cable tv access channel would be addressed in the guidelines. After a lengthy discussion it was decided not to move forward with opening the Chambers to outside groups at this time until additional study could be made of what might need to be included in any of the user policies.

Eric Rasmussen and Mike Stypa from Charter addressed the Council on the services which are being provided under the franchise with the City. Over 20,000 subscribers currently use the cable services in the Casper area. Franchise fees paid to the city on an annual basis exceed \$1 million. There are 30 service technicians assigned to the Casper area and a 24 hour/7 day/week response number. The company plans to move to an all digital network in the next year.

Councilman Goodenough questioned the value of having a second broadcast area in City Hall as provided in the franchise. Mr. Rasmussen indicated that the City Manager submitted a formal request that the company would work with the City to meet that request.