



MEETING MINUTES

Tuesday, November 14, 2017 - 7:00 P.M.

4820 N. Wardwell Industrial Avenue,

Bar Nunn, Wyoming

1. **Roll Call:** Mayor Patrick Ford called the meeting to order Tuesday, November 14, 2017 at 7:00 p.m. Roll was called which determined the presence of a quorum.

Present: Mayor Patrick Ford; Council members: Teri Kelly, Robert Hoover, and Josh Brown.

Excused: Councilman Steven Clark

2. **Pledge of Allegiance:** The Town Council and all present stood in service to the United States Flag and pledged allegiance to the United States of America.

3. **Financial Reports for period ending October 31, 2017:** Moved by Robert Hoover, seconded by Teri Kelly and carried without dissent to accept the balance sheet, budget income statement & trial balance for period ending October 31, 2017.

4. **WY DOT Cooperative Agreement, Amendment #2 – I25 Interchange:** Mr. Lowell Fleenor, WY DOT District Engineer, reviewed the bids received for the I25 Interchange project. The apparent low bidder was 71 Construction. Knife River Construction and Oftedal Construction also bid on the project, all three contractors were local companies from Casper, Wyoming. Mr. Fleenor referred to the revised Exhibit B of the WY DOT Cooperative Agreement, Amendment #2, which shows a total project cost of \$10,160,276. Lowell strongly felt the WY DOT commission would award the contract to low bidder 71 Construction and as discussed at the previous council meeting, WY DOT is asking the Town of Bar Nunn to submit an official concurrence letter agreeing to award the bid to the apparent low bidder 71 Construction for the amount of \$6,193,445. As far as the actual agreement with the question of the participation costs and the order of how the money gets expended, after lengthy consultation with the executive staff of WY DOT and the Wyoming Business Council, these two entities are still in agreement that the last funds to be expended after the Town's 3 million contribution and 7 million urban funds will be (if necessary) WY DOT's potential 2-million dollar contribution to see the project to completion. Mayor Patrick Ford restated that based on the project cost of about \$10.1 million dollars the 2 million potential contribution of WY DOT would be significantly reduced if there were no overages and change orders. Mr. Fleenor did refer to quality bonuses built into the contract, so if the contractor did exceptional work and adheres to timelines there could be extra costs for the bonuses or if there were change orders or other unforeseen expenditures due to road or environment conditions, etc. WY DOT is still pledged for up to the \$2 million dollars to complete the project. Josh Brown asked Mr. Fleenor if WY DOT would consider a need for a turn lane on the Salt Creek Highway. Mr. Fleenor did not have a problem considering a turn lane under the Salt Creek Hwy overlay project. Lowell did examine the Antelope Intersection for a potential turn lane and one drawback he noticed was the lack of width for a turn lane at that site due to the proximity of businesses along the road. Of course, there was no official engineering or analysis done. Mr. Fleenor could not guarantee that there would be a turn lane there, though he is willing to investigate the possibility. Mr. Fleenor stated the overlay project from McMurry Blvd to Antelope included a 4" overlay with perhaps additional overlay and specialized paving fabric on the difficult section at the Antelope Drive intersection. Teri Kelly asked what is the timeline for this project. Lowell stated that to finalize contracts usually takes a month and then the contractor could start as soon as possible, but given the time of year the contractor might be starting around Mid-February for sure by April 2018 there should be full activity and then

scheduled to be open for traffic by October 15, 2018. Mayor Ford asked if there was any further information about the town's liability for plowing roads outside of the town's boundary and if Lowell had any experience with other entities the WY DOT worked with in a similar scenario. Mr. Fleenor did not have any information of how other entities handled the liability issue but from the WY DOT perspective once jurisdiction is released that serves as the States approval. Robert Hoover asked about the material used by WY DOT for ice treatment on the road and would the town be required to use the same material. Robert Hoover mentioned the town uses sand and salt for treatment of ice on the road. Mr. Fleenor said that is same treatment that WY DOT would use on that section from Antelope Drive to Howard Street. Robert Hoover then asked Mr. Fleenor with the specialized pavement fabric and overlay treatment on the South Antelope intersection what would an approximate road life expectancy would be attained. Engineer Fleenor felt if nothing else changes on the road, as far as traffic load, and with some good chip seal application every five years, he would estimate a life expectancy for at least 20 years. Patrick Ford readdressed Item 5 A. under participation of cost, where the Town is contributing 3 million to the project, Mayor Ford does not see within the agreement where the breakdown of the 3 million consists of 1 million from the town, 1 million from the county and a potential of 1 million from the Wyoming Business Council Grant. Mr. Fleenor stated that from the perspective of this agreement that this is strictly an agreement between WY DOT and the Town of Bar Nunn. Under this agreement the 3 million dollars is viewed as the Town, from the Towns perspective the 3 million is composed of contributions from Natrona County and WBC. Mayor Ford speculated that if one of the other parties contributing to the 3 million backed out it would then fall on the town to make up the difference. Mr. Fleenor agreed and stated it was the expectation that the Town of Bar Nunn would provide the 3 million dollars towards the project. Mr. Fleenor stated that WY DOT is in complete knowledge that the towns 3 million contribution is composed of 1 million from Natrona County, 1 million from the Wyoming Business Council Grant and 1 million from the Town of Bar Nunn. Mr. Fleenor reiterated that we are at the launching point with signing a contract for over 6 million dollars and disruption to the project is definitely not anticipated and the project will go forward. Lowell Fleenor also stated that WY DOT is a signatory of the Contingency and Development Agreement with the Wyoming Business Council, and within this document the 3-million-dollar breakout is identified in length, along with 3-year disbursement of the 1 million cash match of the Town of Bar Nunn. Mr. Fleenor stated it is the intent of the Wyoming Department of Transportation to honor the 3-year disbursement of the 1 million cash match of the Town of Bar Nunn. Lowell Fleenor strongly insisted that WY DOT would under its billing mechanisms adhere to the 3-year cycle identified whereby the Town's payments come due. Patrick Ford regarding Item 4 Section J, again asked the Attorney if there were and definitive answers for the Towns liability to provide plowing services outside town limits. Ms. Taheri professional opinion is that the Town would have liability and would have to provide additional insurance if the scenario is not covered under the current liability policy. Mr. Fleenor stated Section J. states the Town and WY DOT will enter into an additional negotiated agreement to provide snow removal services from Antelope Drive to Howard Street. Attorney Taheri suggested that if the additional agreement is not complete and not referenced as an attachment to this agreement a language change on the last sentence should be made, where it states, "The Town will also", be changed to read, "The Town may also perform snow removal operations on the I-25 Service Road, otherwise known as the Salt Creek Highway, from Antelope Drive to Howard Street." Mr. Fleenor and the council agreed to the language change and Lowell struck the "will also" and changed it to "may also" and the Mayor initialed his agreement to the change. Attorney Taheri also suggested an additional paragraph be included in the contract which makes the statements of Mr. Fleenor ensuring WY DOTs honoring the 3-year billing cycle more contractually sound. There was discussion on delaying the agreement and the repercussions of not being able to award the project by Thursday, November 16th and the potential costs of a lengthy setback to the project. Teri Kelly stated that WY DOT has a very good reputation and she is comfortable with Engineer Lowell's verbal assurances. Josh Brown also pointed out that Mr. Fleenor's statements are part of the recorded minutes of the town council meeting and additional legal strength is provided as WY DOT is a signatory on the Contingency and Development Agreement. Robert Hoover also agreed to move forward with the execution of the agreement as WY DOT is on the point of awarding the contract and actual commencement of the project. **Moved by Robert Hoover, seconded by Josh Brown and passed with no opposition to approve the execution of the Amendment Number Two to the Cooperative Agreement between the Wyoming Department of Transportation and the Town of Bar Nunn, with the language change under Item 4, Section J. last sentence, whereby, "will also" is changed to "may also"**. Mr. Fleenor then asked for a formal motion by the council to identify their concurrence to the award of the project to the apparent low bidder. **Moved by Teri Kelly, seconded by Robert Hoover and passed with no opposition to the concurrence of the Bar Nunn Town Council to awarding the I-25 Westwinds Interchange Project to the apparent low bidder 71 Construction in the amount of \$6,193,445.** Mayor Ford will provide a letter of council action to the concurrence to Mr. Fleenor on Wednesday, November 15, 2017.

5. Attorney's Report: Attorney Amy Taheri presented the ad she will place on the Wyoming State Bar Website for the Town of Bar Nunn's Municipal Court Judge. The advertisement states resumes should be submitted by December 1, 2017. Next Ms. Taheri presented the revised code enforcement agreement. Patrick Ford mentioned he had a conversation with L.G.L.P. the liability insurance provider for the Town of Bar Nunn employees and there would be additional risks and cost, including workers compensation that would have to be considered when addressing contractual negotiations versus the code enforcement officer becoming a part-time employee. Moved by Teri Kelly, seconded by Robert Hoover and carried without dissent to execute the Code Enforcement Contract with Marshall Wyatt to be effective starting December 2017. In conclusion, Ms. Taheri stated the Sheriff's Agreement has been signed by the Natrona County Commissioners and the Sheriff's Department and the agreement should be in the mail to us.

6. Engineers Report: Engineer Ray Catellier was able to confirm with the School District is willing to adjust the school bus stop to the designated picnic/bus shelter site location. Mr. Catellier presented a picture of shelter with wooden slat enclosed sides that would be utilized in the design of the shelter at High Plains Park. Ray Catellier will pursue obtaining several bids for the shelter construction. Mr. Catellier roughly estimates costs from \$10,000 to \$15,000. Josh Brown asked if a decision for a shelter location will be made at this meeting, Ray thought a decision could be made about location site after obtaining the bids on construction costs. Josh Brown was wondering if this shelter would be built this year or would it have to wait until spring. Mr. Catellier thought the design they were considering could be built in the winter, potentially being constructed before the end of the year or the end of January. Josh Brown asked the engineer to discuss potential site locations with the contractors who will be bidding to ensure there will be no variances in cost based on location.

7. Parks and Recreation Report: no one was present from the Parks and Recreation Committee and there was no report given

8. Petitions and Public Comment: Resident Mike Schoolcraft was present and congratulated the Town Council on the execution of the WY DOT Cooperative Agreement and making the interchange a reality for the Town of Bar Nunn Residents

9. Council Miscellaneous:

A. WAM Regional Mtg., December 6th at the Ramkota: A reminder was given to the council about the upcoming WAM meeting with the main topic being WYDOT area projects & WyoLink updates

B. Schedule Work Session: It was decided by the council to hold a work session on December 5th at 6 PM to discuss building permit and inspection fees.

Additional Miscellaneous: Robert Hoover reported that Chuck Johnson, Head of Maintenance stated that due to scheduling conflicts the snow fence company, Centennial Woods, has changed their arrival to the Town of Bar Nunn to the week of November 27th to install snow fences.

10. **Adjournment:** Moved by Robert Hoover, seconded by Teri Kelly and carried without dissent that there being no further business the meeting of November 14, 2017 be adjourned at 8:10 P.M.

Patrick R. Ford, Mayor

ATTEST: (seal)

Carisa Hensley, Clerk Treasurer

Attorney's Report

11/14/17

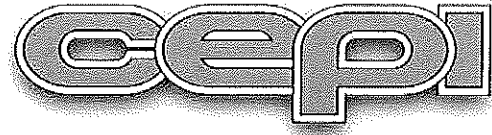
1. Resignation of Judge Dave Drell – proposed ad for the Wyoming State Bar website:

Part Time Municipal Court Judge

The town of Bar Nunn, Wyoming is seeking proposals for a part-time Municipal Court Judge. The Position requires a Juris Doctor degree from an accredited law school, membership in good standing with the Wyoming State Bar, and experience as a Judge or Hearing Examiner. The Municipal Judge is responsible for oversight of the Municipal Court, which is held on the fourth Thursday of every month at 10:00 a.m., except for in November and December.

Apply to: Town of Bar Nunn, 4820 Wardwell Industrial Avenue, Bar Nunn, WY 82601, with Resume and References, by December 1, 2017.

2. Code Enforcement Contract Renewal – attached with agreed changes
3. Sheriff's Contract – NC attorney says it has been approved and she is locating the original (might be in the mail to Bar Nunn)



November 13, 2017

Mayor Ford, Town Council
Town of Bar Nunn
4820 Wardwell Industrial Avenue
Bar Nunn, WY
82601

Dear Mayor Ford and members of the Town Council,

Since the last Town Council meeting on November 7th, 2017 I have been working on the following items:

- High Plains park picnic shelter: We have received written confirmation from Natrona County School District that the bus stop location can and will be moved upon completion of the shelter.
- Westwinds Interchange: CEPI was on site for the bid letting of the project. 71 Construction of Casper was the apparent low bidder with a bid of \$6.84 million.

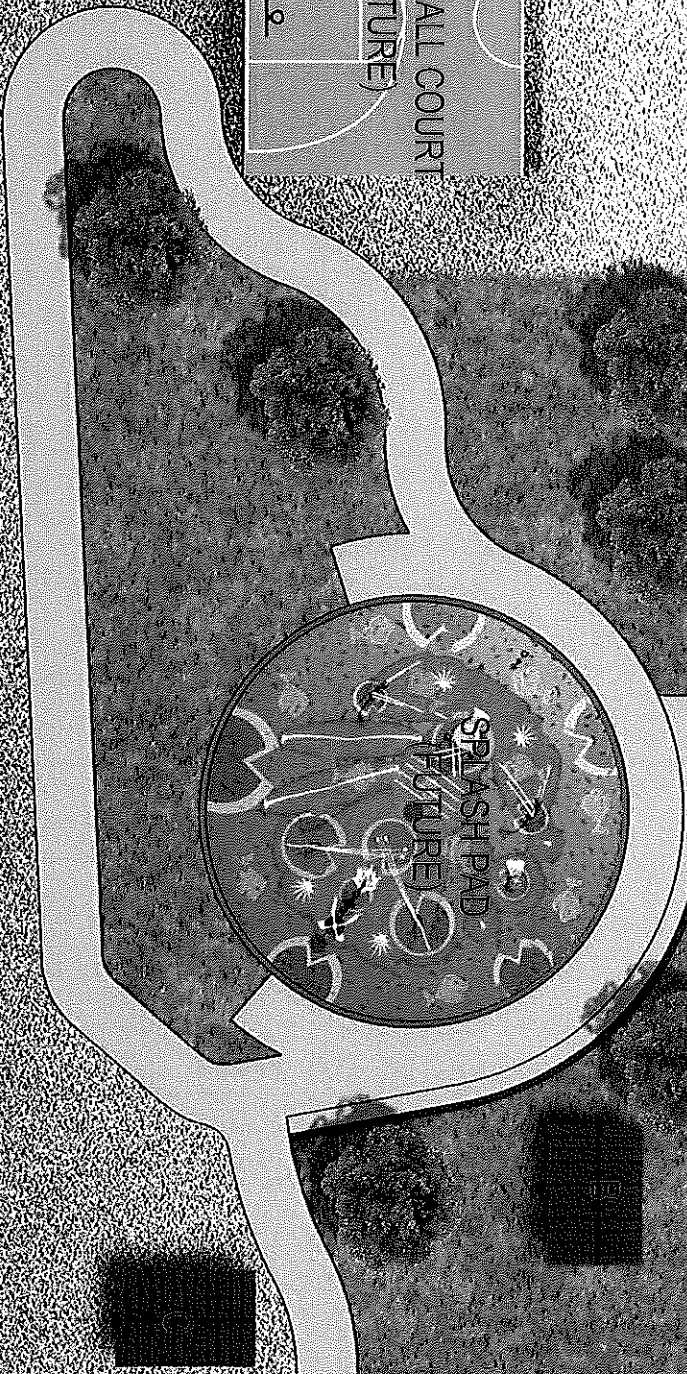
Please feel free to contact me at any time with questions or concerns.

Sincerely,
Civil Engineering Professionals, Inc.

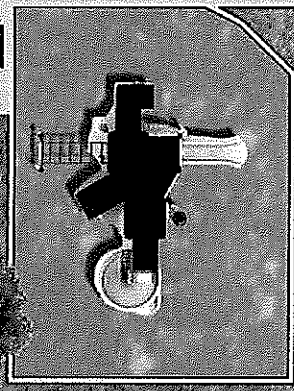
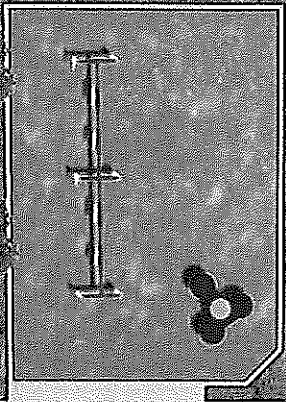
A handwritten signature in black ink, appearing to read 'Raymond Catellier', is written over a horizontal line.

Raymond Catellier, PE

BASKETBALL COURT
(FUTURE)



SPLASH PAD
(FUTURE)



NEZ PERCE TRAIL