

WORK SESSION AGENDA

**Casper City Council
City Hall, Council Meeting Room
Tuesday, July 10, 2018, 4:30 p.m.**



Work Session Meeting Agenda Items		Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	Website Refresh (Michael Szewczyk)	Information Only	20 min	4:30
2.	I-25 Marginal - Cooperative Agreement	Direction Requested	20 min	4:50
3.	Proposed Amendment to the FY17/2018 Annual Action Plan	Direction Requested	20 min	5:10
4.	Plains RFP	Direction Requested	20 min	5:30
5.	Agenda Review		20 min	5:50
6.	Legislative Update		20 min	6:10
7.	Council Around the Table		45 min	6:30
Approximate Ending				7:15

7/2/18

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey Belser, Support Services Director *TB*
Michael Szewczyk, IT Manager *MS*
SUBJECT: City of Casper Website Refresh

Meeting Type & Date
Council Work Session
July 10, 2018

Action type
None - Information Only

Summary
The City entered into a contract with CivicLive in 2013 for website design and hosting services. A graphical refresh of the home page and overall site design template, which was included as part of the maintenance agreement, has recently been implemented. The new look and feel includes improved navigation, quick links for high priority pages, links to the City's Facebook and YouTube pages, and a tool to translate the site into different languages. Additionally, interactive features, such as online forms and mapping, are more readily accessible, using the "How Do I" menu option.


The website update is one of the designated milestones towards Council's goal to Increase Opportunities for Public Engagement.

Financial Considerations
No additional funding was needed.

Oversight/Project Responsibility
Michael Szewczyk, IT Manager

Attachments
No attachments.

May 24, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director

SUBJECT: Cooperative Agreement with the Wyoming Department of Transportation
Interstate 25 & Casper Marginal Beautification Project, No. 18-044

Meeting Type & Date
Council Work Session
July 10, 2018

Action Type
Direction Requested

Recommendation:

That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for the Interstate 25 & Casper Marginal Beautification Project, No. 18-044, in the amount of \$36,967.

Summary:

The Wyoming Department of Transportation (WYDOT) is preparing to reconstruct the Interstate 25 & Casper Marginal. This project involves the removal of the large interstate bridge structure from Curtis Street to Walsh Drive that is no longer necessary due to the removal of the railroad.

Federal Surface Transportation On-System Enhancement funds, administered by WYDOT, have been allocated to the project. The City of Casper is prepared to utilize these funds to construct enhancements at the site. The exact enhancements are unknown at this time, but will likely involve the installation of decorative lighting and street trees, and possibly the extension of the Rails to Trails pathway from Walsh Drive to Curtis Street. The City of Casper will enter into a separate contract with a landscape/engineering firm to design and oversee construction of the improvements. This contract will likely be in the neighborhood of \$50,000.

Under the terms of a cooperative agreement with WYDOT, WYDOT will acquire all necessary construction permits and easements necessary to complete the work and provide engineering services during construction. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Financial Considerations

The estimated cost for the improvements, including WYDOT's overhead and construction administration fees, is \$510,600. WYDOT's federal aid match for the enhancements covers 92.76% of this cost, or \$473,633. The City of Casper would be responsible for the remaining 7.24%, or \$36,967. The City of Casper would also be responsible for the entire estimated design and construction administration fee of \$50,000.

The City's funding for this project will come from 1cent #13 funds previously allocated to Pathway Improvements.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

Federal Project NHPPI-E 185.35 I254165
Interstate 25, Casper Marginal
Natrona County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Casper (City), whose address is 200 North David Street, Casper, Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City and WYDOT desire to participate in the Surface Transportation On-System Enhancements Program which is federally funded and administered by WYDOT. WYDOT has heretofore designated the location and the City has approved the location for the construction of the landscaping, lighting and/or pathway enhancements in the City of Casper, as shown on the attached map marked Exhibit "A", and which by this reference is hereby made a part of this Agreement. WYDOT, the City, and the traveling public shall derive a benefit and advantage by reason of having the enhancements constructed.
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Participation of Project Costs**
 - A. The City agrees to match the project costs at the rate of seven and twenty-four hundredths percent (7.24%) of the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, letting, construction and construction engineering as shown on Exhibit "B" and which by this reference is hereby made part of this Agreement. The City agrees to reimburse to WYDOT any funds above those authorized by WYDOT and matched by the City necessary to build this project.
 - B. It is understood by the parties that the above-mentioned percentages may vary slightly during the life of this Agreement, as dictated by the *Federal Notices on Sliding Scale Rates of Federal Aid Participation in Public Lands States*. It is further understood by the City that the estimated costs may vary as the project

plans are developed and let to contract and that the City shall reimburse WYDOT for the total amount not paid with federal funds.

- C. The costs shown on the Exhibit "B" are estimates only and the City understands that the final costs may be higher or lower. Rates may vary for the life of this project based on federal reviews and approval. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree upon and sign an amendment for the additional costs.
- D. The City agrees to pay their portion of indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within thirty (30) days after billing for the enhancements, which estimated costs are more particularly set forth on the Exhibit "B". ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2020 at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project, as shown on the Exhibit "B". Billing will occur on a monthly basis unless otherwise agreed upon between the parties.
- E. This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you must register with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

- 5. **Reimbursement.** The City hereby agrees to reimburse WYDOT for its share of actual costs incurred to the project, less previous payments, within thirty (30) days after billing. Billing will occur on a monthly basis unless otherwise agreed upon between the parties.
- 6. **Responsibilities of the Parties and General Conditions of the Survey Work, Preliminary Engineering, Right-of-way Acquisition, Utility Adjustments, Letting, Construction Engineering, Construction and Maintenance:**

- A. Survey work will be performed by the City. The work of performing the survey for this project will be performed under the immediate direction, control and supervision of WYDOT in accordance with the requirements specified by WYDOT and agreed to by the City.
- B. Preliminary Engineering will be performed by the City or their Consultant who will complete engineering investigations, environmental studies and develop design plans in accordance with the *Public Rights of Way Accessibility Guidance (PROWAG)*, which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
- C. Right-of-Way Acquisition will be performed by WYDOT or their Consultant. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit "A". In accordance with Wyo. Stat. § 1-26-801(a), the City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with Federal Aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein are considered null and void.
- D. Utility Adjustments will be performed by WYDOT. Arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations. The City shall, by ordinance or regulation, control utility line encroachments and crossings in a manner that provides for a degree of protection to the roadway at least equal to the protection provided by the *State's Utility Accommodation Regulations*, dated April 1990 and can be found at the following link:

http://www.dot.state.wy.us/files/live/sites/wydot/files/shared/Highway_Development/Utilities/WYDOT%20Utility%20Accommodation%20Regulations_March%202016.pdf

Costs for reimbursable utility work not owned by the City are not shown and will be in addition to the identified costs. Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.

- E. The letting of this project will be performed by WYDOT. The City shall be given the opportunity to approve final design plans and estimates prior to the advertisement for bids by WYDOT. Likewise, the City shall be asked to concur

in the award of this project to the lowest qualified bidder. As a result of signing the letter of concurrence, the City agrees to the amended costs shown on Exhibit "B" to match the actual amount bid, as well as make proportionate changes in the match and overmatch amounts. Said concurrence letter, which is incorporated into this Agreement by this reference, and Exhibit "B", shall become part of this Agreement.

- F. Construction engineering for this project will be performed by and under the immediate direction, control and supervision of WYDOT or their Consultant in accordance with the plans and specifications. The City shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project.
 - G. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.
 - H. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, the enhancements in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition. The City also agrees not to permanently close or abandon the pathway without written consent of WYDOT.
7. **Project Abandonment.** Should the City abandon the project at any time, or if the project is not let to construction within two (2) years of the completion of the design or prior to the completion, due to the delay or actions by the City, the City shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
8. **Special Provisions**
- A. **Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.

- B. Conflict of Interest.** Per 2 CFR 200.112 the City must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. Environmental Policy Acts.** The City agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- E. Kickbacks.** The City certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The City shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the City is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

- F. Limitations on Lobbying Activities.** By signing this Agreement, the City certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the City or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113 the City must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to

make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by City or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. Nondiscrimination.** The City 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 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Federal law requires the City to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- J. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The City agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200,

et seq.; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.

- N. Copyright License and Patent Rights.** The City acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the City purchases ownership using funds awarded under this Agreement. The City must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

9. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is

exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Exhibit "A", Location Map and Exhibit "B", Project Costs, consisting of one (1) page each, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, 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.

- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.
- O. Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- P. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- Q. Ownership and Destruction of Documents and Information.** WYDOT owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYDOT's verified receipt of such information, the City agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The City agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.

- R. Patent or Copyright Protection.** The City recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the City or its subcontractors will violate any such restriction. The City shall defend and indemnify WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The City 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.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- X. 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 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 provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

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10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

CITY OF CASPER, WYOMING:

Signature

By: _____
Mayor

Print Name

Print Name

Title

Date

(SEAL)

ATTEST:

WYOMING DEPARTMENT OF TRANSPORTATION:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

By: _____
Gregg C. Fredrick, P.E., Chief Engineer

(SEAL)

Date

Approved as to form:

By: _____
Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date agreement prepared: 4-17-18

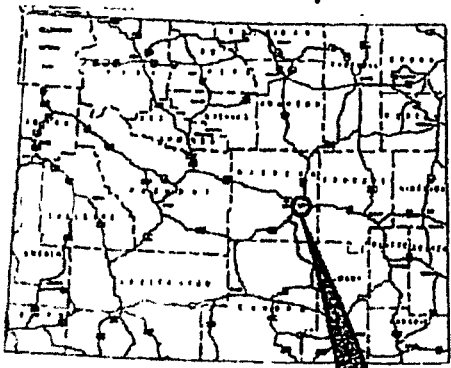
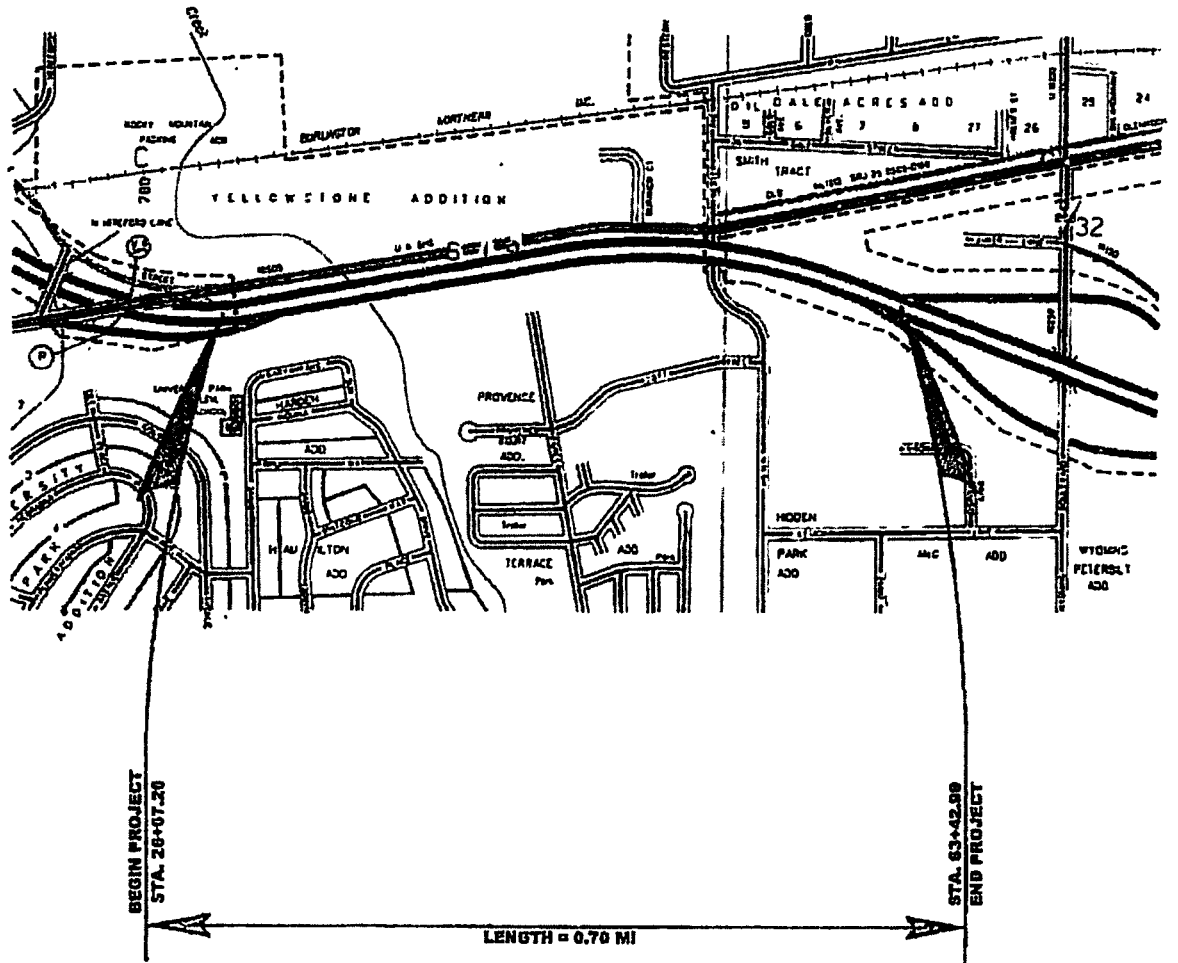


EXHIBIT "A"
CITY OF CASPER
INTERSTATE 25
CASPER MARGINAL
NATRONA COUNTY

EXHIBIT "B"

Federal Project NHPPI-E 185.35 I254165
Interstate 25, Casper Marginal
Natrona County

April 17, 2018

Costs were prepared by WYDOT.

<u>Item</u>		<u>Cost</u>	
Estimated Construction Costs	=	\$400,000.00	
Preliminary Engineering	=	40,000.00	
Construction Engineering	=	<u>20,000.00</u>	
Total Direct Costs	=	\$460,000.00	[1]
Indirect Cost Allocation Plan (ICAP) (460,000.00) (0.1100)	=	50,600.00	[2]
Total Project Costs = [1] + [2]	=	<u>\$510,600.00</u>	

Funding Breakdown:

WYDOT's Federal Aid Match: (510,600.00) (0.9276)	=	473,633.00	[3]
City's Match Portion: (510,600.00) (0.0724)	=	<u>36,967.00</u>	[4]
Total Project Costs = [3] + [4]	=	<u>\$510,600.00</u>	

NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

June 29, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
Joy Clark, Community Development Technician
SUBJECT: Proposed Amendment to the FY 2017/2018 Annual Action Plan

Meeting Type & Date

Work Session, July 10, 2018

Action type

Request for Council Direction

Recommendation

Staff is seeking Council's direction on a proposed amendment to the FY 2017/2018 (July 1, 2017 – June 30, 2018) Annual Action Plan, for the use of Community Development Block Grant (CDBG) funds to the U.S. Department of Housing and Urban Development (HUD).

Summary

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit Community opinion on its proposed amendment to the FY 2017/2018 Annual Action Plan.

Council approved the submission of the above-referenced Annual Action Plan, which addressed the plans for the use of CDBG funding, June 6, 2017. HUD requires that entitlement communities re-allocate unexpended funds in its Integrated Disbursement and Information System (IDIS), as soon as projects present themselves for re-allocation. Based on the kitchen floor in Building K on LifeSteps Campus requiring replacement per the Natrona County Health Department, staff is proposing to amend:

From unexpended funds in IDIS: \$71,874.55 (Re-allocate to LifeSteps Campus Care Activity).

Staff proposes to re-allocate this funding for the removal of all of the existing flooring and replace it with new commercial flooring in Building K located on LifeSteps Campus, 1514 E. 12th Street, Casper, Wyoming. The new flooring system conforms to the City's focus of durability and longevity, and will benefit the tenants, clients and visitors of LifeSteps Campus by providing flooring which will be approved by the Natrona County Health Department. The floor was determined to be in too poor condition due to age in order to be cleaned efficiently any longer.

The other Activities in the FY2017/2018 Annual Action Plan remain unchanged, and the total LifeSteps Campus Care allocation will be \$246,874.55. The projects listed in each Activity must meet one of three national objectives of the CDBG program: benefiting the low income population of Casper, addressing slum and blight, and/or urgent need. This project benefits the low income population.

With Council's direction to proceed with this Amendment, staff is establishing a public hearing date in accordance with the City's Citizen Participation Plan. To ensure the public hearing is meaningful to the citizens, law requires that it be held in the presence of the Mayor and City Council members.

The Housing and Community Development Division has prepared and will publish a draft of the Amendment which will be available as required by law, for the required fifteen day public comment period. Any community input received from the public comment period will be presented at the Public Hearing on August 7, 2018. Any public comments received at the Public Hearing will be taken into account and presented with the final Amendment document.

Financial Considerations

No financial impact on City funds

Oversight/Project Responsibility

Joy Clark, Community Development Technician, CDBG Program Coordinator, Housing and Community Development

Attachments

None

July 2, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Draft Request for Proposal (RFP) to sell the Former Plains Furniture Properties

Meeting Type & Date: Council Work Session, July 10, 2018.

Action Type: Council Direction requested.

Recommendation: That Council review the draft RFP to sell the various properties in the former Plains Furniture block, make modifications as necessary, and direct staff to issue the request. Further, if updated property appraisals are necessary, staff would request direction from Council to solicit the appraisals.

Summary: Staff presented Council with two draft proposal options on May 23, 2018. One was for a Request for Bid (RFB), and the other was for a Request for Proposal (RFP). Council indicated their preference for the RFP, but requested that staff, in partnership with the City Attorney's office, provide specific language in the RFP related to economic development criteria. The RFP allows for a 90-day response period. The properties, which were purchased by the City in January 2016, are located on South David Street, between West Yellowstone Highway and West Midwest Avenue, and the former livery stable located in the same block on South Ash Street in the Old Yellowstone District.

Financial Considerations: Any revenues from the sales of the properties would be captured in the FY19 Revolving Land Fund account, unless directed otherwise by Council.

Oversight/Project Responsibility: Community Development Department/Planning Division.

Attachments: Draft RFP

REQUEST FOR PROPOSALS (RFP)
FOR
**PURCHASE AND DEVELOPMENT OF FORMER PLAINS FURNITURE
PROPERTIES**
FOR
THE CITY OF CASPER
CASPER, WYOMING

(Issued on XXXX XX, 2018)

The City of Casper located in Casper, Wyoming, referred to herein as “CITY”, is seeking proposals from individuals or developers, referred herein as “Contractor”, who are interested in working with the CITY to purchase and develop all, or one, of the properties the CITY owns on the former Plains Furniture block in Casper, Wyoming. The specific nature of the scope of work for the project is outlined in the following Request for Proposals (RFP). Such proposals shall be physically submitted to the City of Casper, City Manager’s Office, 200 North Center Street, Casper, Wyoming, 82601, or mailed to the same address, by 4:00 p.m., Local Time, on Friday, XXX XX, 2018. Proposals will be labeled externally with the following statement: “FORMER PLAINS FURNITURE PROPERTY PROPOSAL(S) ENCLOSED.” No additional proposals will be received thereafter. Ten (10) copies of each proposal must be submitted. The proposal will remain valid for at least sixty (60) days.

I. Introduction and History

The City of Casper purchased the former Plains Furniture properties from the Kellch family in January 2016. The properties include the three (3) portions of the former furniture store on David Street, and the former livery stable mid-block on Ash Street. All four (4) of the buildings were built in the 1920’s. At the time of the purchase in 2016, the Casper City Council publicly stated that they wanted part of the Plains property used for parking in anticipation of the development of the David Street Station and Lyric venues. All future redevelopment plans would be done in conformance with the City of Casper’s 2008 Master Plan for the Old Yellowstone District. All of the properties referenced in this RFP are zoned in the Old Yellowstone District.

The newly adopted Comprehensive Land Use Plan (July 2017) is the City’s land use and development policy document that describes the values and ideals expressed by the community for its future. Principles and goals represent the overall visions of the Plan. The Comprehensive Plan incorporated the planning goals identified in the 2008 OYD

Master Plan into its values and ideals for downtown Casper. The applicable principles and goals related to properties in the Old Yellowstone District include:

Goal ECH3-2 = (Endless Character) **Historic Buildings:** Identify and capitalize on the location, significance, and potential for reuse and/or renovation of historic resources.

Goal VUC2-7 = (Vibrant Urban Center) **Historic Preservation:** Encourage a commitment to the adaptive reuse of vacant buildings to new uses, an investment in architecturally unique and culturally historic structures, and the creation of economic incentives to promote neighborhood preservation and revitalization. Work with local stakeholders on the historic preservation education and renovation of historic buildings.

Goal VUC1-2 = (Vibrant Urban Center) **Neighborhood Services:** Enhance the cohesiveness and identify of residential neighborhoods by encouraging a healthy mixture of commercial, employment, neighborhood services, and cultural uses that support the everyday needs of these residents.

The City of Casper continues to develop its riverfront walk paths, extend the “rails to trails” pathway throughout the City, improve the bike lane network and transit network, explore opportunities for art, culture, and recreation, maintain infrastructure, foster neighborhood excellence, and implement design standards in its community development and planning initiatives. The City created the Old Yellowstone District to become a destination for the live, work and play audience. The Land Use Map (**attached as Exhibit A**) for the District, details the City’s development and design plans for this redevelopment area, and is also available online at www.oldyellowstonedistrict.com or by calling the City of Casper Urban Renewal Division at 307.235.8241. The Form-Based Code, the zoning document that governs the District, is also available.

Exhibit B identifies the boundaries of the property parcels which are all available for purchase and redevelopment. Replatting may be allowed if multiple parcels are purchased and the buildings are repurposed. The Contractor may submit a proposal for only one of the parcels, or a combination of the properties, if desired. The Contractor will be responsible for the on-going management of the development as a condition of the purchase.

II. Economic Impact and Development

RFP’s are required to describe the economic development benefit the project will provide to the City of Casper. This description should include the amount and method of proposed compensation to the City of Casper for the subject property(ies); the ownership making this proposal; the funding mechanism for this proposal; the projected patronage arising from completion of this proposal – foot traffic; the ability of the proposal to increase the economic base of the City of Casper and the ability to increase the sales tax revenue. The economic indicators include:

- Projected capital investment;
- Estimated job creation, and percentage of primary or secondary job(s);
- Projected average wage rate;
- Projected annual sales tax revenues, if applicable.

It is suggested that proposals also:

- Incorporate mixed uses into the design. Neighborhood uses are envisioned, such as well as a commercial, retail, or residential component to the reuse of the existing building(s).
- Prioritize historic preservation. These initiatives are an overall priority for the Old Yellowstone District which began in 2007. Saving and revitalizing historic buildings and landscapes that give the neighborhood a distinctive character is an ongoing goal. Proposals that preserve the building(s) are preferred.
- Indicate an ability to begin the project within one month (30 days) of the contract award with financing and management teams secured, and to have the project completed within three (3) years.

The successful RFP will be subject to a restrictive easement indicating that the building facades or trusses not be structurally weakened or torn down for a 20-year period. The specific provisions in the proposal related to economic development will also be incorporated into the restrictive easement.

Three (3) walk-throughs of the properties will be conducted for interested Contractors on these dates and times:

XXXXX
XXXXX
XXXXX

III. Scope of Services

1. The Contractor will include in its proposal an introductory statement with a narrative of its business model, its areas of expertise, an overview of past projects, a description of its legal status (corporation, LLC, etc.), the location of its headquarters, and any other general information deemed relevant.
2. The Proposal will include a narrative of the challenges and opportunities that are specific to this project.
3. The Proposal will outline the Contractor’s goals for this project. The outline of the goals should give an overview of the development envisioned. The Contractor should describe the architectural style and any highlights of the design that deserve special attention. Compliance with the Form-Based Code will be required.

4. The Proposal will identify the primary management team involved with the project, to include lease partners, if applicable.
5. The Proposal will include site plans showing a general layout of the development, specifically identifying the location and physical situation of:
 - i. The land required for the development, including its property boundaries, and a definitive plan as to whether the Contractor envisions purchasing and developing all of the land.
 - ii. Existing buildings or new buildings that may be erected, including approximate square footage for each, as well architectural elevations of each.
 - iii. Parking areas and parking area access ways.
 - iv. Any additional features, such as outdoor facilities, areas of significant landscaping, outbuildings, areas of future development, etc.
 - v. Reference to applicable Design Standards in the Form-Based Code.
6. The Proposal will outline the estimated financial investment that the Contractor is prepared to make in the proposed development. A financing plan will be outlined with completion dates noted. Plans that involve the acquisition of debt should be accompanied by a letter from the proposed lending institution stating that the loan amount could be reasonably attained for the project.
7. The Proposal will include a list of the specific key personnel who would be involved in the project, along with their qualifications, work history, past projects, and the part they would play in the project at hand.
8. The Proposal will include a list of professional references. If the development is to be operated by an organization other than the Contractor, then separate references should be provided for both the Contractor and the facility operator.
9. The Proposal will include a list of the Contractor's current projects and how those projects may affect the execution of this project.

IV. Addenda to the Request for Proposals

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all Contractors who have indicated an interest in responding to the RFP.

V. Submission of Proposals

To be considered, the proposal must respond to all requirements in the RFP. Any other information believed to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are provided, the document and page number shall be referenced.

Proposals shall be physically submitted to the City of Casper, City Manager's Office, 200 North Center Street, Casper, Wyoming, 82601, or mailed to the same address, by 4:00 p.m., Local Time, on Friday, XXX XX, 2018. Proposals will be labeled externally with the following statement: "FORMER PLAINS FURNITURE PROPERTY PROPOSAL(S) ENCLOSED." No additional proposals will be received thereafter. Ten (10) copies of each proposal must be submitted. The proposal will remain valid for at least sixty (60) days.

Contractors are advised that proposals should be as responsive as possible to the provisions of this RFP. However, Contractors may make exceptions to, or propose alternative methods to, these provisions without their proposal being disqualified. The impact of exceptions and/or alternatives will be considered during the evaluation phase of the award process.

The CITY reserves the right to reject any or all proposals. The CITY reserves the right to request more information for clarification or due to omission of information. Contractors should be prepared to make an oral presentation as part of the evaluation process.

The proposal shall be divided into sections as indicated below:

- i. Statement of Project Requirements: Each Contractor shall state in sufficient terms its understanding of the project requirements presented in this RFP.
- ii. Scope of Work: Each Contractor shall describe in narrative form the Contractor's technical plan for accomplishing the work. Please use the Scope of Services tasks provided in the RFP as the beginning point.
- iii. Economic Impact and Development: Each Contractor shall describe the economic development benefit the project will provide to the City of Casper. The economic indicators will include:
 - Projected capital investment;
 - Estimated job creation, and percentage of primary or secondary job(s);
 - Projected average wage rate;
 - Projected annual sales tax revenues, if applicable.
- iv. Personnel and Prior Experience: Each proposal should identify the specific personnel who will be assigned to the project. Any changes in assignment of personnel shall be reviewed with the CITY to ensure consistent technical expertise throughout the term of the project.

- v. Special Qualifications: The proposal shall identify any specific qualifications which might make the Contractor uniquely qualified to provide the requested services. These may include similar work experience related to another project of similar size or design.
- vi. Conflicts of Interest: The proposal shall specifically address any possible conflicts of interest and the Contractor's position or response as to whether or not such other work or relationship may be deemed a conflict of interest with this project.
- vii. Professional and Financial References: Each Contractor will include a list of professional and financial references. The list of references should include individuals who have worked with the Contractor on similar past projects. The list should also include individuals who are familiar with the Contractor's current financial and operational capabilities.
- viii. Amount of Bid: Each Contractor shall identify the amount they are willing to pay for the purchase of each specific property as indicated in Exhibit B. Property appraisals are available by contacting the Community Development Department at (307)235-8241.
- viii. Confidential Information.
 - a. Under the Wyoming Public Records Act, Wyoming Statutes (W.S.) § 16-4-201 *et seq.*, responses to a Request for Proposal (RFP) submitted to the City are generally available for inspection. However, there is an exception under W.S. § 16-4-203(d)(v) for trade secrets, privileged information and confidential commercial, financial, geological or geophysical data (Confidential Information). **If you are submitting any Confidential Information in your response to the RFP, please separate it from the other information and place it in a separate, sealed envelope, clearly marked "CONFIDENTIAL INFORMATION".**
 - b. The price you are willing to pay for the property and general information about its proposed use is not confidential. Confidential Information also does not include any information that: is or becomes publicly known through no wrongful or negligent act of the City; is already known to the City without restriction when it is disclosed; is, or subsequently becomes, rightfully in the City's possession without any obligation restricting disclosure; is independently developed by the City; or is explicitly approved for release by your written authorization.
 - c. The City will not disclose any provided material or information identified as Confidential Information to third parties without your prior written permission, unless you make such material or information public or disclosure is required by law. If the

City is required by law to disclose such confidential, it will notify you prior to such disclosure.

- d. The City may use the Confidential Information received only in analyzing and making a determination about the responses to the RFP, and for its own business purposes.
- e. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is given or intended by your response to the RFP.

VI. Late Proposals

Late proposals will not be accepted. It is the responsibility of the Contractor to ensure that the proposal arrives by 4:00 p.m. on Friday, XXXX XX, 2018.

VII. Evaluation and Selection Process

The CITY will make every attempt to evaluate the proposals quickly. Proposals will be reviewed in a multi-step process.

Step 1: Proposals will be reviewed by CITY staff for completion and clarity. Supplemental and clarifying information may be requested from the Contractor(s) at this time. Proposals will then be referred to the Evaluation Committee.

Step 2: An Evaluation Committee of several CITY staff members will review the proposals in conjunction with the topics referenced in this RFP. The Contractor(s) may be asked to make formal or informal presentations at that time.

Step 3: The Evaluation Committee will make a formal recommendation and refer the matter to the City Council for final action.

VIII. General Criteria for Evaluating Proposals

Responsiveness: This refers to how well the proposal meets the concept for the Old Yellowstone District based off the Master Plan, Land Use Plan, and Form-Based Code documents (50%).

Experience: This refers to the experience the Contractor could bring to this project as related to similar projects the Contractor has previously performed (20%).

Expertise: This refers to the Contractor's ability, via the proposal, to showcase their expertise in a variety of areas including the following: construction, engineering, architecture, operations, real estate, and finance (30%).

IX. Contract Award

The CITY reserves the right to accept, reject, or request changes in proposals. The CITY will work closely with the selected Contractor to develop or refine a detailed scope of work, schedule for completion of tasks and costs associated with completed work included in the contract documents. The CITY is not liable for any costs incurred by the Contractor.

X. Meetings

The Contractor shall meet with the owner's representative, and/or staff of the CITY, as needed, upon contract award.

XI. Contract

The Contractor will be required to sign a contract with the CITY relating to the purchase and development plans agreed upon. Such contract shall include, but not necessarily be limited to, articles that specify facility transfer, operating responsibilities, and final ownership of land and/or facilities.

XII. Response Material Ownership

The material submitted in response to the RFP becomes the property of the CITY and will only be returned to the Contractor at the CITY's option. Responses may be reviewed by any person after the final selection has been made. The CITY has the right to use any or all ideas presented in reply to this request. Disqualification of a Contractor does not eliminate this right.

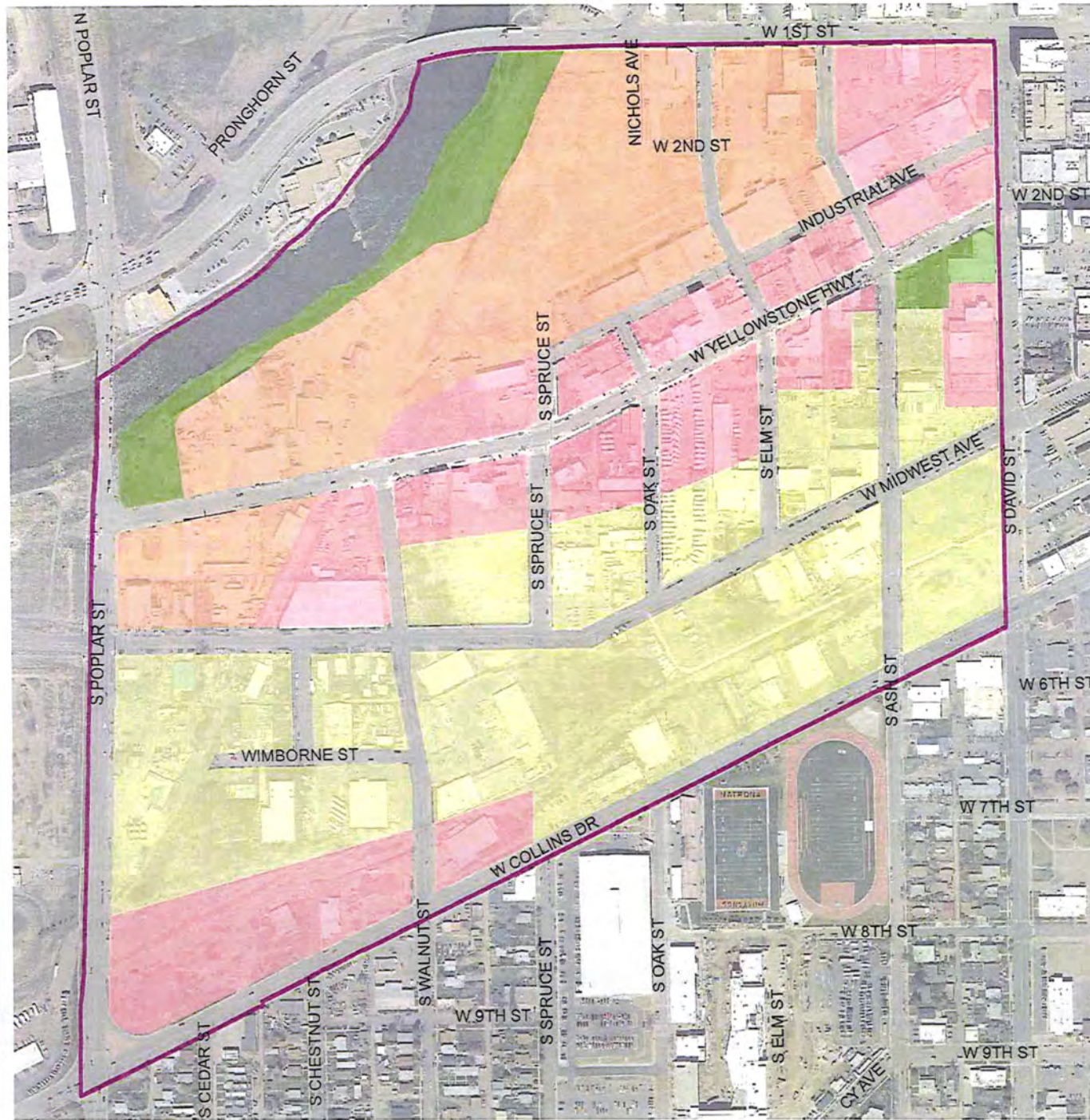
XIII. Acceptance of Proposal Content

The contents of the proposal of the successful Contractor may become contractual obligations if the CITY wishes to execute a contract based on the submitted proposal.

XIV. Reference Checks

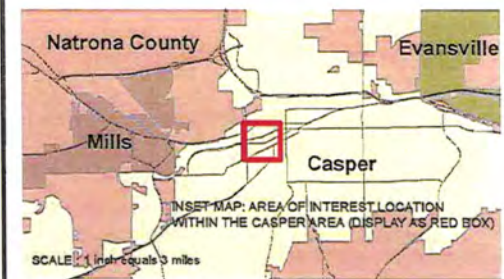
The CITY of Casper reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the CITY in evaluating the Contractor's performance on previous assignments.

OLD YELLOWSTONE DISTRICT



 OYD DISTRICT BOUNDARY
OYD Land Uses

-  Riverfront Mixed Use - Hotel, Restaurant, Entertainment, Retail, Personal Service, Office, Residential, Public Facilities, Covered Parking
-  Corridor Mixed Use - Restaurant, Entertainment, Retail, Personal Service, Office, Residential, Covered Parking
-  Neighborhood Mixed Use - Office, Retail, Restaurant, Personal Service, Residential, Public Facilities, Covered Parking
-  Greenway / Public



CASPER AREA
 METROPOLITAN PLANNING ORGANIZATION
 Casper - Mills - Evansville - Bor-Turner

All data, information, and maps are provided with representation of accuracy, timeliness of cost though the City of Casper has used reasonable data as accurate as possible. Maps and data reference purpose only and the City of Casper liability for the use, misuse, accuracy or cost information.

1 in = 444 ft

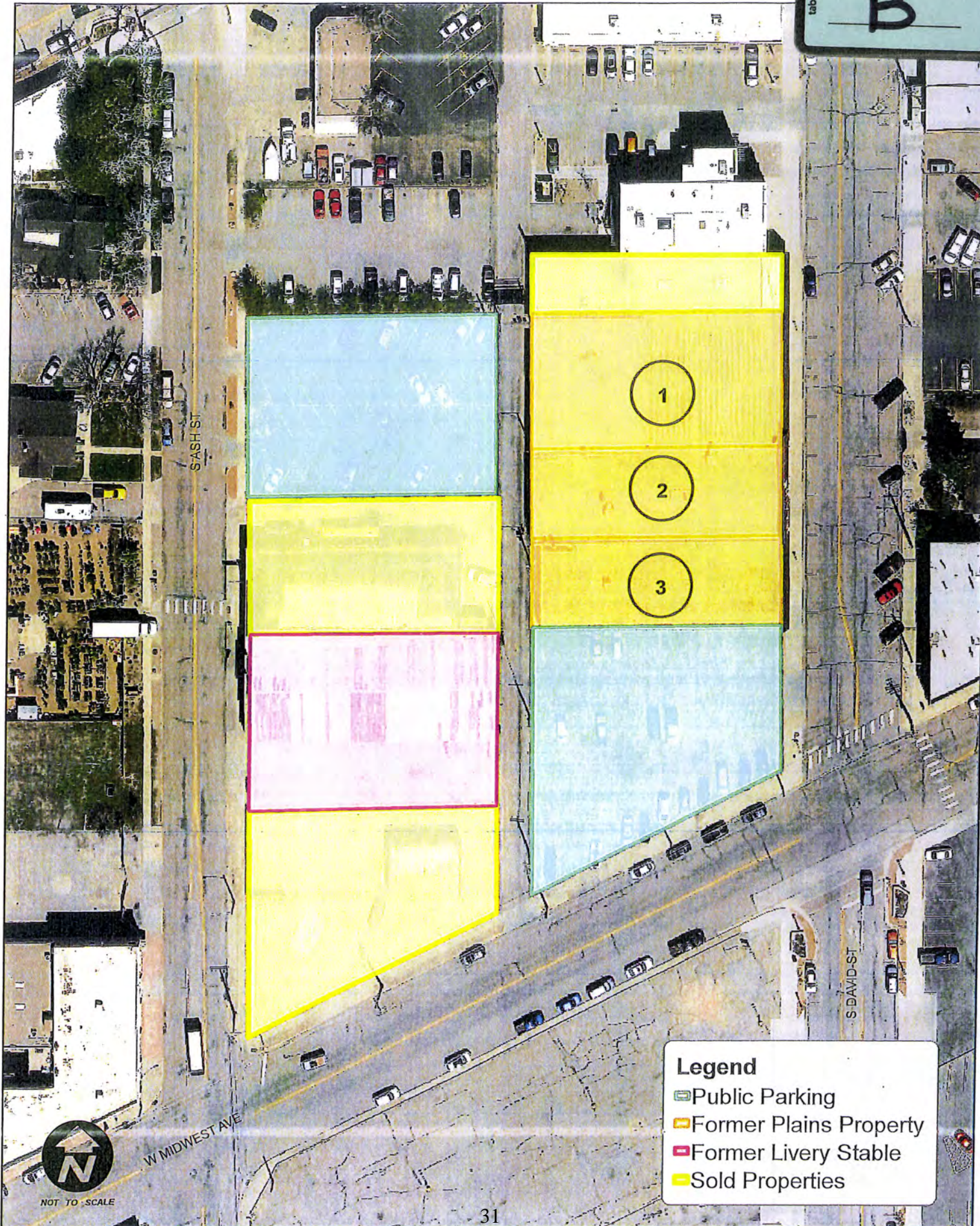


Date:



Boundaries of Property Parcels

tabbies®
EXHIBIT
B



- Legend**
- Public Parking
 - Former Plains Property
 - Former Livery Stable
 - Sold Properties

NOT TO SCALE