WORK SESSION AGENDA

Casper City Council
The Lyric
Tuesday, July 25, 2023 at 4:30 p.m.

Work Session Meeting Agenda		Recommendation	Beginning Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	Meeting Follow-up		4:30	5 min
2.	North Platte River Park No. 2 Master Plan	Direction Requested	4:35	40 min
3.	Rec Enterprise Business Plans Part 2 – Fort Caspar & Pony Express	Direction Requested	5:15	60 min
4.	Casper Rec League Association Agreement	Direction Requested	6:15	15 min
5.	Banner Health & Fire Agreement	Move Forward for Approval	6:30	30 min
6.	Council Goals Follow-up	Information Only	7:00	60 min
7.	Agenda Review		8:00	10 min
8.	Legislative Review		8:10	10 min
9.	Council Around the Table		8:20	20 min
			Approximate End Time:	8:40

*** Reminder ***
Please silence cell phones during the City Council meeting.

July 5, 2023

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Beth Andress, MPO Supervisor

SUBJECT: North Platte River Park No.2 Simple Master Plan Update

Meeting Type & Date:
Council Work Session, July 25, 2023.

Action Type:
Direction Requested

Recommendation:
Council review the recommendations of the study in preparation for the public comment period which will then conclude the project.

Summary:
In April 2023, the Casper Area MPO (through its fiscal agent the City of Casper) entered into a contract with Ayres Associates to perform the North Platte River Park No.2 Simple Master Plan. The Ayres Associates consultant team has completed the study and is ready to release the draft report for public comment. The Casper Area MPO asked the consultant to give the council an informational presentation regarding the study's findings and recommendations.

The purpose of the North Platte Park No.2 Simple Master Plan is to design a simple master plan for 111.5 acres of vacant city-owned land located in the North Platte River Park No. 2 Subdivision. The study examined the impacts of development on the multi-modal transportation network within the study area. Along with evaluating existing water, sewer, gas, electric, telecommunications, and transportation infrastructure, the plan provides multiple layouts and illustrative plans. The subdivision contains the Ford Wyoming Center, and the adjacent area includes a variety of uses including specialty parks, museums, medical offices, commercial, and retail facilities. The land is adjacent to Interstate 25, the US Highway 20-26 Bypass, and Poplar Street.

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2022 UPWP Amendment included $24,000.00 of matched federal funding for the Casper Area Impact Fee Study.

The final North Platte River Park No.2 Simple Master Plan will be presented to the Casper City Council for review and approval in September 2023 following the mandatory public comment period.

Financial Considerations:
Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies.

Oversight/Project Responsibility:
Beth Andress, MPO Supervisor

Attachments:
None

July 16, 2023

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Zulima Lopez, Parks, Recreation, & Public Facilities Director
Phil Moya, Recreation Manager

SUBJECT: Recreation Enterprise Business Plan Approval – Fort Caspar Museum

Meeting Type & Date
Council Work Session
July 25, 2023

Action type
Move Forward for Approval

Recommendation
That Council approves the five-year business plans for the Fort Caspar Museum, including direction regarding the Pony Express Collection currently being offered to the City of Casper.

Summary
The 2021-2023 Casper City Council Goals instructed an evaluation of the City of Casper's recreation operations with the intention of reducing the general fund investment required to subsidize each enterprise. On September 27, 2022, the Casper City Council was presented with information regarding the performance of Fort Caspar Museum. The presentation provided a recap of the FY22 season, reviewed the FY23 budget and forecasted performance through various rate models, and requested Council approval to further evaluate and pursue a number of strategies to improve the subsidy position of the Museum operation.

City Council was supportive of staff's proposed strategies for Fort Caspar. Thereafter, staff began work to explore proposed strategies in more detail with one of the following outcomes: eliminate the strategy if not feasible, develop an implementation plan for longer-term strategies, or begin the process of implementation if possible to do so with available resources.

As the final step in completing the goals and objectives set forth by the 2021-2023 Casper City Council Goals, while also ensuring that future plans align with established 2023-2025 goals, staff is seeking adoption of an updated business plan for Fort Caspar that detail the strategies and estimated impact that each will have on the operational subsidy.

The following chart summarizes the proposed subsidy-improving strategies for Fort Caspar, including the outcome and associated 2023-2025 Council Goal. Bold entries indicate strategies that require capital investment.

Subsidy-improving Strategies for Fort Caspar	Outcome	2023-2025 Council Goal(s)
Partner with Goodwill WY SCSEP	Complete	Citizen Engagement, Sustainability
Improve website	FY23-26	Citizen Engagement, Sustainability
Evaluate merchandise and increase gift shop sales	FY23-28	Sustainability
Targeted digital and other marketing	FY23-28	Citizen Engagement, Sustainability
Host additional annual events	FY24-25	Livability, Sustainability
Evaluate and increase rates as reasonable	FY24, FY26, FY28	Sustainability
Evaluate and increase rental fees as reasonable	FY24, FY26, FY28	Sustainability
Improve marketing through website and social media	FY24-28	Citizen Engagement, Sustainability
Increase rentals	FY24-28	Livability, Sustainability
Develop new and exciting traveling & temporary exhibits	FY24-28	Livability, Sustainability
Participate/sell merchandise at offsite events	FY24-28	Citizen Engagement, Sustainability
Develop and strengthen collaborative partnerships	FY24-28	Citizen Engagement, Sustainability
Implement online purchasing for tickets/merchandise	**FY25**	**Citizen Engagement, Sustainability**
Expand the museum - Pony Express & Tripeny	**FY26-27**	**Livability, Sustainability**

One strategy that warrants further discussion, and that staff is requesting specific Council direction on, is expanding the museum. In late 2022, Council considered installing Chris Navarro's *Windshenge* on Museum property to attract visitors and generate more revenue. In response, it was suggested in a letter from the Fort Caspar Museum Association (FCMA) that a missed revenue generating opportunity was to accept a Pony Express collection that was offered to the City in 2019. This prompted staff to inquire on the status of the collection. The Museum Supervisor learned in December 2022 that Camp Floyd was seeking funding for a new building to exhibit the collection. However, in February 2023, he was informed that Camp Floyd's efforts were not successful and the collection was once again offered to the City of Casper.

Joe Nardone spent decades researching and collecting items associated with the Pony Express. He chose Fort Caspar, the central and northernmost point of the historic trail, as his preferred location to exhibit his collection. Mr. Nardone offered the collection to the City of Casper in 2019, but the City declined to accept the donation due to conflicting opinions regarding the value of the collection. Since that time Joe Nardone passed away, leaving his widow, Paula Nardone, to place the collection in a museum and realize her husband's intention for the collection. While Mrs. Nardone seems eager to place the collection, to the best of our knowledge, the only museums that have been offered the collection are Fort Caspar and Camp Floyd, Mr. Nardone's top two locations.

The original collection included over 100 years of collectibles dating back to the Wild West Show through the 20th Century, an extensive archive of original documents and maps, approximately 100 paintings depicting scenes from Pony Express history as told in diaries and letters, several bronze sculptures, saddles and mochilas, historic materials from the National Pony Express Association, relics from the trail period, and one of kind items connected to the telegraph, which would ultimately be the demise of the Pony Express. The National Park Service in Utah has since collected some 13 file cabinets of Mr. Nardone's intellectual property and archives. The remainder of the collection remains intact, and according to Mrs. Nardone, has been appraised at $1.5M. However, staff is not sure of the process to obtain, thus the accuracy of, the cited appraisal.

Museum staff and the Fort Caspar Museum Association Board believe the collection is worth accepting for the following primary reasons:

- The Pony Express, while only a blip in history, was made famous by Buffalo Bill and the Wild West Show, which brought the public's attention to the history and spawned international interest that persists today. This is evident by 32.6 million Google results from an internet search for "Pony Express".
- A collection of this kind could generate fundraising opportunities at a national level, as well as open more opportunities for cultural and historical grants, to construct an addition to the museum. This could build on the efforts of fundraising for an expansion to house the Tripeny Collection, which has raised $480,000 to date but has limited reach because it is primarily of local interest.
- A museum that owns a collection of this kind offers private collectors an appealing place for their related items to be donated, growing the collection even further over time.
- The City could pursue National Museum designation, creating more exposure and tourism for the museum.
    - Fort Caspar Museum welcomed just under 13,000 visitors in fiscal year 2022.
    - The Pony Express National Museum in St. Joseph, Missouri (the beginning point for the historic trail) saw 34,000 visitors in 2022.
    - Gothenburg, Nebraska has a Pony Express building in their City Park that was turned into a Visitor Center and gift shop. The site sees 20,000 – 25,000 visitors per year.

While these reasons have merit and make acceptance of the collection attractive, it is evident that the opportunity would require financial and other resource investments that are not clearly understood at this time. We believe the existing museum is not of sufficient size to permanently store and display the collection. Staff estimates that an expansion topping $5.2M would be needed for exhibits with an additional $700,000 needed to for exhibit design and fabrication, as well as collection storage. We have not been able to confidently estimate the carrying costs of the additional space in terms of operation and maintenance or determine optimal staffing needs associated with an expansion and collection of this size. Finally, it is difficult to determine the true impact a Pony Express collection could have on museum visitation without complex and reliable estimating tools and data sources, which are not currently at our disposal.

Considering our current information and remaining uncertainties, staff recommends that the City invest in a professional feasibility study regarding the collection. A study will allow for better informed decision making by providing relevant data and analysis around estimated visitor impacts, operating costs, design concepts that correctly size the space for exhibits and storage, construction estimates, etc.

Mrs. Nardone has agreed to hold the collection pending the results of a feasibility study, if City Council approves moving forward with a study. However, she has requested that the City provide a Letter of Intent to accept the collection if the study results in such a recommendation.

Financial Considerations

Each subsidy-reducing strategy for Fort Caspar Museum proposed as part of a business plan would yield various results. These scenarios will be reviewed in detail with the City Council.

A museum feasibility study is estimated to cost $15,000 - $25,000. If City Council supports the completion of a study, staff will explore funding options for the study including grants, targeted fundraising, and possible contributions from the FCMA, Visit Casper, and others.

If the feasibility study yields a recommendation to accept the collection and expand the museum, the FCMA has committed to raising and/or obtaining grants for the funds needed to build the expansion.

Oversight/Project Responsibility
Rick Young, Fort Caspar Museum Supervisor
Phil Moya, Recreation Manager
Zulima Lopez, Parks, Recreation, & Public Facilities Director

Attachments
None

July 10, 2023

MEMO TO: J. Carter Napier, City Manager

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director
Phil Moya, Recreation Manager

SUBJECT: Considering Agreement Between the Casper Recreational Leagues Association and the City of Casper to Define Restructured Roles and Responsibilities Associated with Recreational League Sports and Tournaments

Meeting Type & Date
Work Session
July 25, 2023

Action Type
Direction Requested

Recommendation
That Council considers an Agreement between the Casper Recreational Leagues Association and the City of Casper to define restructured roles and responsibilities for recreational leagues sports and tournaments.

Summary
The Casper Recreational Leagues Association (CRLA) was incorporated in 1987 to handle funding for adult sports leagues and serve as an advisory board to the City of Casper Parks and Recreation Department. Since its inception, CRLA has worked closely with the City to offer league sports in the community. The driving force for its creation, and principal value of the CRLA to this day, stems from their ability to secure and pay officials quickly, especially for large tournaments. This is helpful because the City's hiring process isn't conducive to expeditious mass recruitment as needed for large tournaments.

Under the existing relationship with CRLA, a majority of the coordination, scheduling marketing, staff selection/training/oversite, and financial management (accepting and recording revenue and expenses and depositing to CRLA's account) of adult and youth recreational league sports, are overseen by the City of Casper. CRLA pays officials and functions as a liaison between participants in league sports programs and City administrators. They provide volunteer support for various events, assist in evaluating new leagues and tournaments, establishing league rules, and recommending placement of teams into competitive divisions, and they provide input for player discipline. All player and team fees for league sports and tournaments go to CRLA, then CRLA reimburses the City for facility use and pays the officials. CRLA's reimbursements do not currently consider the cost for the City of Casper recreation supervisor, coordinators, or administrative staff that run and/or

support the recreational league sports. On occasion, CRLA has invested funds in to capital improvements at facilities. The most recent example is the replacement of infield material at North Casper fields #3 and #5.

Recent events and changes to both organizations have prompted evaluation of the current structure and responsibilities of both parties. Additionally, the City's analysis of the recreation enterprise entailing sports and athletics revealed that league sports are subsidized approximately 75% under the current structure, namely because City staff costs have not been considered in reimbursements. Therefore, both groups agreed to work toward a restructured partnership that is mutually beneficial to both entities, ensures that high quality recreational league sports and tournaments will continue in Casper, yet addresses existing liability and financial concerns. In February 2023, a Letter of Understanding was signed between the City of Casper and the Casper Recreation Leagues Association summarizing the intention and general terms for a restructure, which were to be vetted and detailed in a future formal Agreement. This Agreement is nearing completion, and assuming City Council support, will be brought forward for approval at a future business meeting.

Under the proposed Agreement, the City will continue to oversee all league sports programming. City staff will coordinate, schedule, market, hire and train recreational league sports staff, and manage the financials for all league sports. The City will pay all associated expenses and retain all revenue from league and tournament registrations. CRLA will retain their advisory role regarding league sports and tournaments, and members will continue to provide volunteer support for leagues and tournaments. CRLA will also continue to assist with staffing large tournaments; however, this support will be provided through a separate professional services agreement that will address pay for officials, include appropriate liability insurance requirements, and include a fee for associated overhead costs.

Financial Considerations

In anticipation of this restructure and to improve financial oversight, a new Sports and Athletics Fund was created for FY24. Upon approval of the Agreement, all revenues received for league sports and tournaments will be deposited to this fund and all expenses related to the same will be expended from this fund. Staff will evaluate the fund performance over the first year, then consider and propose necessary changes to improve the subsidy position of the Fund for FY25 and beyond.

CRLA has complete authority over the funds that are currently in their account. The proposed Agreement guides that a portion of the funds be used for projects and equipment purchases, as mutually agreed upon by both parties, with the balance used for upfront costs associated with staffing support for tournaments.

Oversight/Project Responsibility

Paul Zowada, Recreation Supervisor
Phil Moya, Recreation Manager

Attachments

Letter of Understanding dated February 6, 2023

February 6, 2023

CRLA Board President,

This letter is intended to summarize the City of Casper's understanding of the Casper Recreation League Association (CRLA) Board Meeting on Thursday, September 15, 2022, at the Casper Recreation Center regarding the agenda item to discuss the structure of the current sports league programs, including the responsibilities of the City of Casper and the Casper Recreational Leagues Association. The CRLA Board discussed 2 (two) options at the August 18th meeting:

1. CRLA/City continued relationship keeping a similar format:
    a. Reimbursements modified to include a proportionate share of the personnel costs of the Recreation Coordinator and the Recreation Supervisor.
    b. Reimbursements modified to include all costs of the Site Supervisors and Score Keepers.
    c. CRLA will need to acquire liability insurance for the Board and the Sports Leagues.
    d. CRLA Board will be responsible for hiring of staff through a process that meets or exceeds the City of Casper Human Resources standards for new employees. CRLA would provide training and scheduling of all sports officials, site supervisors and score keepers.
    e. Reimbursements modified to include additional fee adjustments required to assist the City in reducing the subsidy related to CRLA managed sports leagues.
    f. CRLA will be required to establish a legal agreement with the City of Casper to memorialize the relationship between both parties:
        i. Agreement shall include but not be limited to: indemnification, insurance, fundraising, staffing, finances, training, marketing, maintenance, special events, background checks, audits, records, termination, governmental claims, bylaws, etc.

2. Restructure the relationship whereby the City of Casper manages all sports leagues and CRLA functions as an advisory board:
    a. City will take over full responsibility of all sports programs (employment, finances, rules, policies and procedures, leagues, league tournaments and other standalone tournaments).
    b. City will evaluate each program annually and determine if there is need for improvement, removal and or replacement of the programs. The City will establish a cost recovery goal for Sports Programs and will be expected to meet the goal.
    c. City will continue to consider opportunities to provide new programs and leagues for the community.
    d. City pay for officials will be comparable to what CRLA currently pays.
    e. The City will consult the Board on league structure, new leagues, policies, procedures, and rules. The Board will have the opportunity to provide feedback and recommendations.
    f. CRLA or individual board members could work with the City of Casper under a Professional Services Contract to provide officials for non-league tournaments.

On Thursday, September 15, 2022 the CRLA Board voted to move forward with Option 2 with the effective date of July 1, 2023.

The City of Casper recommends that CRLA consults their attorneys, C.P.A and/or financial advisor(s) on the existing funds and the management of said funds. If desired, an agreement between both organizations can be created to define how existing CRLA funds could be reinvested in mutually agreed to projects.

The City of Casper and the CRLA Board have agreed to work to establish a structure substantially similar to Option 2 as described above and will attempt to solidify a final memorandum of understanding regarding the structure of operations and responsibilities before June 30, 2023.

Acknowledgement and Agreement to the terms of the summary:

Casper Recreational Leagues Association
Board President

Joseph Compton
Printed

Signature

City of Casper, Wyoming
City Manager

J Carter Napier
Printed

Signature

Best regards,

J. Carter Napier
City Manager
City of Casper

July 18, 2023

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Jacob Black, Fire Chief

SUBJECT: Banner Health Professional Services Contract

Meeting Type & Date
City Council Work session
July 25, 2023

Action Type
Move Forward for Approval

Recommendation
That Council consider a proposed resolution to adopt the Banner Health Professional Services Contract between Banner Health and the Casper Fire-EMS Department.

Summary
Banner Health has approached the City of Casper to agree upon a professional services contract for ambulance services within the City of Casper. The contract provides an agreed upon standard of service and care for our citizens and community. This contract will maintain a consistent service delivery in our community with the Casper Fire-EMS Department's emergency medical service response. Highlights of advantages for adopting the contract includes:

- Consistent service delivery to the community.
- Increased ambulance response time standards for our citizens (we will have the most stringent ambulance response times in the nation).
- Minimum ambulance unit, staffing, and licensure requirements to avoid service gaps.
- Efficient response models that reduce unnecessary response from Casper Fire-EMS personnel.
- Increased safety in apparatus response through Banner units adopting Casper Fire-EMS driving and response policies.
- Establishment of a quality control group between Casper Fire-EMS and Banner to address service gaps and increase process and efficiency of service delivery.
- Establishment of structured command and control of emergency scenes.
- Establishment of system overload protocols and processes.
- Collaborative communication for Casper Fire-EMS and Banner workgroup cooperation in operations.

Financial Considerations
There are no negative financial impacts to the City of Casper. The City has the opportunity to see a cost savings through a more consistent response model that eliminates duplication of unnecessary response from Casper Fire-EMS units.

Oversight/Project Responsibility
Jacob Black, Fire-EMS Chief

Attachments
Draft Contract for Professional Services
Response Area Map

CONTRACT FOR PROFESSIONAL SERVICES
PART I – AGREEMENT

This Contract for Professional Services ("Agreement") is entered into on as of the last date of signature (the Effective Date), by and between the following parties:

The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City") and Wyoming Medical Center, Inc., a Wyoming not for profit corporation wholly owned by Banner Health, an Arizona nonprofit corporation ("Provider"). Throughout this document, the City and the Provider may be collectively referred to as the"Parties."

RECITALS

A. The Parties have worked together to provide emergency medical services and Provider provides ambulance services within the City.

B. The City desires to continue to use effectively the emergency care and ambulance services of Provider for the benefit of the citizens of the City of Casper.

C. The Parties agree it is in the best interest of the City to delegate to Provider a geographical area for which it will have primary first responder responsibility and will continue to provide ongoing services to City and Casper Fire EMS for the remainder of the City.

D. The Provider represents that it is ready, willing, and able to provide the emergency care and ambulance services to the City as required by this Agreement.

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

1. **Incorporation of Recitals.** The above set forth recitals are hereby incorporated as through set forth herein verbatim as part of this Agreement.

2. **Services provided by Provider:**

   2.1 "911 Ambulance Services." Provider shall provide ambulances and staffing, as set forth herein for 911 emergency and 911 non-emergency patient transport and associated medical services (collectively, "911 Ambulance

Services").

2.2 "Dedicated Resources." Provider shall dedicate the following resources to ensure it provides the 911 Ambulance Services as described herein:

2.2.1 Ambulances:

a. Monday through Saturday three (3) dedicated primary front-line ambulance vehicles with staff during the day, three (3) during the night, one (1) swing shift. and a minimum of two reserve ambulances. A swing shift is not available on Sundays. All ambulances shall be available for 911 calls pursuant totheir designation and need.

b. A minimum of one (1) reserve ambulance shall be placed in service if a dedicated ambulance is out of service for maintenance or repairs or in the event of system overload or a mass casualty incident requiring additional resources when a reserve ambulance is available.

c. Provider shall furnish and maintain, at its sole expense, all dedicated ambulances, staff, and all accessory equipment.

d. All ambulances shall comply with Provider's standard policies and procedures and the requirements of applicable state and federal law.

e. Provider shall equip, at its sole expense, all ambulances performing services under this Agreement, or that may perform services under this Agreement, with a two-way radio sufficient to maintain contact with the dispatch center utilized by the City Fire-EMS Department. These two-way radios will have the capability of communicating on radio channels from which the City Fire-EMS Department are dispatched and any fire ground or mutual aid radio channels that may be utilized by the City Fire-EMS Department.

f. In addition to state and federal requirements, Provider, at its sole expense, shall equip all ambulances operating in the Service Area with the following equipment:

   i. One cardiac monitor/ defibrillator with a minimum of 4 lead, 12 lead, continuous waveform capnography, transcutaneous pacing and pulse oximetry that is compatible with equipment carried by the City Fire-EMS Department apparatus.

   ii. One power cot with power load.

iii. One stair chair with decent assist.

iv. Video laryngoscope handles and blades.

v. Equipment specified by medical director.

2.3 "Special Event Services" In addition to the 911 Ambulance Services provided pursuant to Section 4.1 of this Agreement, Provider may, in Provider's sole discretion, and at the City's request, provide dedicated ambulance and/or medical team coverage for various special events held within the Service Area. Provider will not unreasonably withhold dedicated standby Ambulance Services for City events that have been customarily done by previous ambulance service providers. Provider and City shall coordinate with each other in advance of providing Special Events Services at each special event. Provider maintains the right to bill for for-profit and private special events.

2.4 "Public Safety Services" In the event of a working fire, SWAT incident, or other public safety emergency ("Public Safety Emergency") Provider shall respond with Dedicated Ambulance(s), as needed, to the Public Safety Emergency. Additional transport ambulances shall be dedicated to the incident, if requested and such resources are available to Provider when requested by the Incident Commander. Provider shall automatically respond to all working fires unless dispatch information requires a different response level. Section 4.3.2 "Adjustments to Response Times" shall also apply to this section during times of system overload or weather emergencies.

2.5 911 Service Area.

a. The geographical area in which Provider shall provide the 911 Ambulance Services, Special Events Services and Public Safety Services pursuant to this Agreement shall be all area within the City's boundaries and accepted parcels of land contiguous to the City's boundaries; these, may be modified from time to time through the inclusion/exclusion of real property, and such other areas to which the City is obligated, or may become legally obligated, to provide emergency medical or ambulance services by Intergovernmental Agreement (MOU), Mutual Aid Agreement, Automatic Aid Agreement and otherwise as agreed to by City and Provider (hereinafter "Service Area").

b. 1. "Provider's First Response Coverage Area" See Exhibit A.

2. "Provider's Ambulance and Secondary Response Coverage Area"

See Exhibit B.

3. **Term.** The term of this Agreement shall be for a period of thirty (30) months beginning on the Effective Date ("Initial Term"). The term may be newed in writing thereafter upon mutual agreement of the parties.

4. **Responsibilities of Provider.**

4.1 911 Ambulance Services.

Provider shall provide ambulances and staffing, as set forth in Section 2 for 911 emergency and 911 non-emergency patient transport and associated medical services (collectively, "911 Ambulance Services") twenty-four (24) hours per day, seven (7) days per week within the Service Areas defined in Section 2.5. Provider shall not charge the City for the 911 Ambulance Services it provides pursuant to this Agreement unless otherwise specified herein. Furthermore, Provider shall develop a coordinated response system, (see Section 4.1.1), that is focused on quality patient care, budget adequacy, and elimination of unwarranted duplication of ambulance and Fire-EMS department services.

4.1.1 Coordinated Response System

a. Provider agrees to develop and implement a qualitycontrol group committed to a cooperative effort for the purpose of designing and maintaining the Pre-Hospital EMS System in the Service Area. The membership of this group will be the Provider's EMS Director or the Director's designee(s) and the City Fire-EMS Chief or the Fire-EMS Chiefs designee(s). The group will collect and review data to determine best practices based on patient outcome, staffing of ambulances, work schedules, response matrix issues, training, supply and equipment procurement processes, ambulance posting policies, scope of services delivered, response time variables and economic adequacy and efficiency. The work scope shall not be limited in order to ensure all Pre-Hospital EMS System related efficiencies and deficiencies are considered. The quality control group will meet quarterly, or more frequently as needed to improve the system success. Provider agrees to not alter the Pre-Hospital EMS System without discussion and considered consensus between the parties involved in the quality control group.

b. On a quarterly basis, Provider will provide detailed reports to the

quality control group for each responding ambulance. The report will include all the following data from each 911 response in the Service Area:

i. Times from dispatch
ii. Call Demographics
iii. Patient Demographics

c. The quality control group will analyze the data provided and provide formal recommendations for system improvements. The recommendations will be reviewed by and agreed upon by both parties before implementation of the changes.

d. In addition to the quality control group, Provider and the City agree to undertake developing and implementing a formal clinical peer review process. The clinical peer review process is a legislatively recognized process by which a committee of medical providers examine the work of a peer and determines whether the medical provider under review has met accepted standards of care in rendering medical services. A clinical medical peer review may be initiated at the request of a medical provider, supervisor, patient or other party involved. The Clinical Peer Review Committee will meet on an as needed basis to review requests. The Medical Director of both parties to this Agreement will be the joint chairpersons of the Clinical Peer Review Committee. All recommendations made by Clinical Peer Review Committee will be addressed by the respective party in a timely manner; the response to the recommendations shall be reported back to the Peer Review Committee reviewers in writing or by e-mails, explaining the method and rationale of the respective party (parties).

4.1.2 Other Services.

Provider agrees to properly dispose of all hazardous medical waste collected by the City at emergency incidents resulting from patient care. The City agrees to ensure compliance with the Provider's disposal of waste policy, a copy of which is attached hereto as Exhibit C.

4.1.3 Mutual Aid.

Provider agrees to have mutual aid agreements with other third-party

ambulance providers for transport ambulance service during times of system overload.

4.2 Exclusive Provider.

This Agreement is exclusive between the City and Provider for all 911 emergency, 911 non-emergency and routine ground medical transportation requirements within the Service Area. The City shall not engage or utilize other contractors or persons to perform 911 ground medical transportation services of the same or similar nature, except in instances of provider overload, provider's inability to respond timely, as referenced herein, or where mutual aid is called by the incident commander.

4.3 Response Times.

4.3.l Response Times.

a. Provider shall furnish and maintain, at its sole expense, a non-emergency routine transport phone number that is staffed 24 hours a day, 7 days a week. This phone number will be utilized for all non-emergency and/or scheduled transports. The parties will work collaboratively to develop and maintain an educational program that assists healthcare facilities and their respective staff in the use of the non-emergency phone number for scheduling routine transports of patients. This number shall not be used for patients receiving emergency care or transport. The training and education program shall be distributed for all nursing homes, skilled nursing facilities, doctors' offices, urgent cares, free standing emergency departments and other related facilities on a regular basis in an effort to reduce the use of 911 for non- emergencies. Provider shall respond to calls from this line using the call's urgency and other demands existing concurrently with the non-emergency call.

b. The Parties expressly acknowledge and agree that ambulances meeting both the emergency and non-emergency response times, and providing the 911 Ambulance Services, required by this Agreement, are needed for the public's health, safety, and welfare. Response time is defined as the period of time between: (a) when the 911 dispatch center dispatches a call to a Provider's Ambulance(s) with a time stamp in the CAD; and

(b) when Provider's first fully staffed Ambulance arrives on scene based on the time stamp in the CAD. 911 Emergency response is defined as running lights and siren from the time of call to arrival on scene. 911 non-emergency response is defined as responding without lights and siren from the time of call to arrival on scene. Banner Ambulances shall follow Casper Fire-EMS driving policies. Stopping at all controlled intersections. 10 miles above posted speed limit. 20 mph max in any negative right of way. Adherence to this policy will ensure public and responder safety and aligns with industry best practices. Banner employees to train and review annually. The quality control group will evaluate response times quarterly to ensure ambulance response times are meeting the following:

i. Level 1: Provider's First Response Coverage Area (Exhibit A): Provider's Ambulances are the first emergency medical responders for all calls in the geographical area designated on Exhibit A, attached hereto, and made part of this Agreement. Casper Fire-EMS will respond upon notification from dispatch of emergent need(s) and/or multiple injuries to the area within the boundaries of Exhibit A. The Casper Fire-EMS officer will maintain final decision of need to respond to any call.

i. Provider shall arrive on scene within four minutes zero seconds (4:00) ninety percent (90%) of the time for each

calendar month on all 911 emergency responses to area within the boundaries in Exhibit A. All deficiencies of this arrival time by fifteen seconds or more, shall be reported to the quality control group and deficiencies of thirty seconds or more shall be reported to the peer review committee.

ii. Level 2: "Provider's Ambulance and Secondary Response Coverage Area" See Exhibit B Provider's Ambulances shall arrive on scene within seven (7) minutes 90% of the time for each calendar month on all 911 emergency responses in the geographical areas described on Exhibit B, attached hereto, and made part of this Agreement. All deficiencies of this arrival time by fifteen seconds or

more, shall be reported to the quality control group and deficiencies of thirty seconds or more shall be reported to the peer review committee.

c. Classification and Duration of Emergency Responses. Ambulances shall continue to use the Emergency Medical Dispatch process currently in use by the 911 dispatch center to determine 911 emergency response verses 911 non-emergency response.

4.3.2 Adjustments to Response Times.

Response times shall be adjusted, as necessary, for exceptions to the 911 emergency and/or 911 non-emergency response time performance requirements stated in Section 4.3.1, for the following types of conditions:

a. Weather Conditions. In the event of inclement weather of such severity that City Fire Chief or the Fire Chiefs designee, believes the threat to the system-wide patient care outweighs the threat to individual patient care from a delayed response time, the City Fire Chief or Fire Chiefs designee, in collaboration with Provider EMS Leadership may declare a weather emergency, thus suspending response time requirements.

b. System Overload. The City Fire Chief, or his/her designee, in collaboration with Provider EMS Leadership, may declare a system overload, and suspend the response time requirements stated in this Agreement. The quality control group shall evaluate all system overload response time exceptions on a case-by-case basis.

c. Disaster. During a mass casualty incident (MCI) or disaster, mutually agreed upon by Provider and the City, either within the Service Area or in a neighboring area or community, ambulances shall be exempt from the response time requirements stated in this Agreement. A "mass casualty incident" or "disaster" may include widespread destruction of property with four (4) or greater emergent personal physical injuries, loss or endangerment of lives caused by severe

weather, flooding, military or civil actions, and manmade or natural disasters.

d. Other Good Cause. Ambulances may be exempted from the response time criteria for unusual or unique situations as mutually agreed upon by Provider and the City. The quality control group shall evaluate all "other good cause" response time exceptions on a case-by-case basis.

4.3.3 Remediation for Contractual Issues and Response Time Requirements.

a. The Parties agree that the following steps shall be taken for an ambulance's failure to meet the response times, required by this Agreement:

i. Quarterly quality control group meetings to review problems as provided in Section 4.1.1.

ii. For areas of deficiency, the quality control group will provide an Action Plan to the City & Provider for performance compliance for identified issues. The cure time for identified deficiencies of the Action Plan is four
(4) months unless mutually otherwise agreed upon by Provider and City.

iii. The Action Plan will be reviewed after the agreed time. In the event the Action Plan is only partially successful, the Provider CEO and City Manager agree to meet and review subsequent recommendations for compliance and agree to a cure time, no greater than two (2) additional months, for remaining deficiencies.

4.4 Ambulance Crews.

4.4.1 Provider Staffing.
Provider's staffed personnel for dedicated ambulances will consist of no less than one (1) state certified paramedic & one (1) state certified EMT-B or above, each of whom shall meet the requirements of Wyoming law and the rules and regulations of the Emergency Medical Services Division of the Wyoming Department of Health.
Provider maintains the right to operate a BLS staffed unit for non-emergent transports as determined by the Provider EMS Medical Director.

4.4.2 Personnel Issues.

The parties agree that a cohesive work environment is important for delivery of quality service. The parties agree to address personnel issues that are affecting the cohesive interactions of personnel from both entities by reporting any concerns to the quality control group for resolution. Temporary re-assignment may be immediately necessary. Temporary re-assignment shall be handled by the shift supervisor of the affected party. The discipline or removal of an employee as it pertains to this Agreement is the sole decision of Provider's EMS Director. Employees must comply with their respective agencies' personnel policies and agreements.

4.5 Scene Control

a. The Casper Police Department shall have jurisdiction and control of all Casper crime scenes or police duties to which Provider is requested to respond.

b. Provider's employees shall obey the scene control orders and directions given by the appropriate police and/or fire personnel. Provider will ensure that ambulance personnel do not enter a hazard zone without proper instructions and equipment.

c. All communications for 911 emergencies and 911 non-emergencies in the Service Area will be conducted on the assigned tac channel by fire dispatch for all dedicated ambulances. All communication during that response will be conducted on the assigned tac channel.

d. Medical control on 911 emergency and 911 non-emergency scenes will be the first arriving emergency medical services provider from the City Fire Department or Provider that establishes patient contact and begins treatment. If City Fire-EMS Department personnel arrive first and establish patient care, that provider will maintain medical control until the patient care has been transferred utilizing a hand off report to the Provider on the responding ambulance. Once patient care has been transferred in a timely manner, the provider to which the patient care was transferred will have medical control until the patient care has been transferred to the receiving facility or another medical provider. While on scene, resource requests or other needs shall be requested through the Incident Commander.

4.6 Transport Assistance.

In the event that patient care requires additional personnel during transport to the receiving facility, the ambulance crew may request use of City Fire-EMS

Department personnel from the Incident Commander on scene to assist with the transport.

4.7 Transport Destination.

All non-emergent or non-urgent patients will be taken to the appropriate facility, or as directed by the patient's physician, the competent patient, or a member of patient's immediate family if the medical condition allows. For emergent and urgent transfers, destination protocols will be followed as required by the patients' medical condition.

4.8 System Overload.

a. In the event that all Provider's dedicated ambulances are busy on calls, non-dedicated Provider ambulances may be requested to backfill or respond to calls in the Service Area. When a Provider's ambulance is dispatched, Provider shall promptly advise the City Fire-EMS Department responding unit on the City Fire-EMS Department dispatch channel where the ambulance's dispatched location began when coding in its response with 911 dispatch. The ambulance crew responding to the scene will monitor and utilize the City Fire-EMS Department dispatch channel from the time the ambulance goes in route to the call until the ambulance is cleared from the scene. If the Incident Command on scene, moves the radio traffic to a different radio channel, the responding ambulance will move to that channel for the duration of the call. Each instance that required a non-dedicated ambulance to respond will be reviewed by the quality control group who will monitor frequency, locations along with other data to determine if adjustments need to be made to the Provider's ambulances deployment, distribution, or placement.

b. In the event of system overload outside the Response Area or an emergency transfer request from a facility inside the Response Area, dedicated ambulances may be requested through dispatch center to respond; this may occur if all the available non-dedicated ambulances are busy on other calls or have an extended response time. Each instance that required a dedicated ambulance to respond to an emergency transfer or 911 emergency outside the Response Area will be reviewed by the

quality control group who will monitor frequency, locations along with other data to determine if adjustments need to be made to the Provider's ambulance deployment, distribution, or placement. In the event a dedicated ambulance is required to respond to a call outside the Response area or performs an emergency transfer, provider shall back fill the Response Area with a non-dedicated ambulance until the dedicated ambulance is back in service in the Response Area.

c. In the event that an available non-dedicated ambulance is in close proximity to a 911 emergency call within the Response area and it is the closest fully staffed ambulance, that non-dedicated ambulance may attach to the call through dispatch and notify the incident commander that it has attached to the call. The ambulance crew responding to the scene will monitor and utilize the City Fire-EMS Department dispatch channel from the time the ambulance goes in route to the call until the ambulance is cleared from the scene.

3. TERMS AND CONDITIONS:

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

4. EXTENT OF AGREEMENT:

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

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

-SIGNATURE BLOCKS ON FOLLOWING PAGE-

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

APPROVED AS TO FORM

_____

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Fleur Tremel, City Clerk

Date:_____

_____
Bruce Knell, Mayor

Date: _____

PROVIDER
Wyoming Medical Center,

By:_____

Lance Porter, Chief Executive Officer

Date: _____

CONTRACT FOR PROFESSIONAL SERVICES PART II – GENERAL TERMS AND CONDITIONS

1. TERMINATION OF AGREEMENT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Agreement. Such changes, which are mutually agreed upon between the City and the Provider, shall be incorporated in written amendments to this Agreement. There shall be no increase in the amount of City provided resources, unless needed on an emergent basis, which must be ratified or approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Provider shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City. Notice of any assignment or transfer shall be furnished to the City within five
(5) business days of any assignment or transfer. Notwithstanding anything to the contrary in this Agreement, Provider may assign or otherwise transfer its interest under this Agreement to any “related entity” without the consent of the other party. For the purposes of this Section, a related entity will be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of Provider’s assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Provider.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Provider, which are pertinent to this Agreement. The Provider shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Provider which are pertinent to this Agreement. The Provider shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Provider shall take affirmative action to ensure 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 Provider 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 Provider 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 Provider under this Agreement shall, unless patients' medical records, be considered the property of the City, and upon completion of the services to be performed, or termination of this Agreement, they will be turned over to the City provided that, in any case, the Provider may, at no additional expense to the City, make and retain such additional copies thereof as Provider 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 Provider 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 Provider under this Agreement are confidential and shall not be made available to any individual, except the patients' medical records may be provide to the patients or the patients' designees, by the Provider without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Provider 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 Agreement.

9. PERSONNEL:

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

10. SUBCONSULTANT:

The Provider shall not employ any subconsultant or subcontractor to perform any services in the scope of this project, unless the subconsultant or subcontractor is approved in writing by the City. Any approved subconsultant or subcontractor shall be paid by the Provider.

11. INSURANCE AND INDEMNIFICATION:

A. Prior to the commencement of work, Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, its Subconsultants, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Covering CGL on an "occurrence" or claims-made basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; and the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the

general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit).

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Provider has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability Insurance appropriate to the Provider's profession, with limit no less than the sum of Two Million Dollars ($2,000,000) to any claimant for any number of claims arising out of a single

   transaction or occurrence; or the sum of Two Million Dollars ($2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following prov1s10ns:

l. *Additional Insured Status*

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

2. Primary Coverage

For any claims related to this Agreement, the Provider's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Provider as respects the City, its officers, elected and appointed officials, employees, agents, and volunteers.

3. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Reserved -Waiver of Subrogation*

5. *Reserved - Deductibles and Self-Insured Retentions*

6. *Acceptability of Insurers*
   Insurance is to be placed through a program of self-insurance or with insurers with a current A.M. Best's rating of no less than A: VII.

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Contract work.
   b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. However, Provider's liabilities under this Agreement shall not be deemed limited in any way by the insurance coverage required.
   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date on or prior to the Agreement effective date, the Provider must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*
   Provider shall furnish the City with self-insurance letters or certificates of insurance to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's
   obligation to provide them.

9. Subconsultants
   Should the parties permit the Provider to utilize subconsultants or subcontractors in the future, Provider shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein, and Provider shall ensure that the City is an additional insured on insurance required from subconsultants and subcontractors.

10. Special Risks or Circumstances

D. Each Party shall indemnify, defend, and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorneys' fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Where both City and Provider, including their respective employees or agents, participated in the liability causing event, each Party shall contribute to the common liability a pro rata share based upon its relative degree of fault.

12. LIMITATION OF LIABILITY:

In no event shall either Party, the Party's employees, elected officials, appointed officials, or agents be liable under this Agreement to the other Party or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable (b) whether or not the other Party was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13. INTENT:

Provider represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Provider shall perform all of the services for the compensation set forth in this Agreement. Provider also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Provider agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Agreement.

14. 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.

15. NO THIRD-PARTY BENEFICIARY RIGHTS:

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create

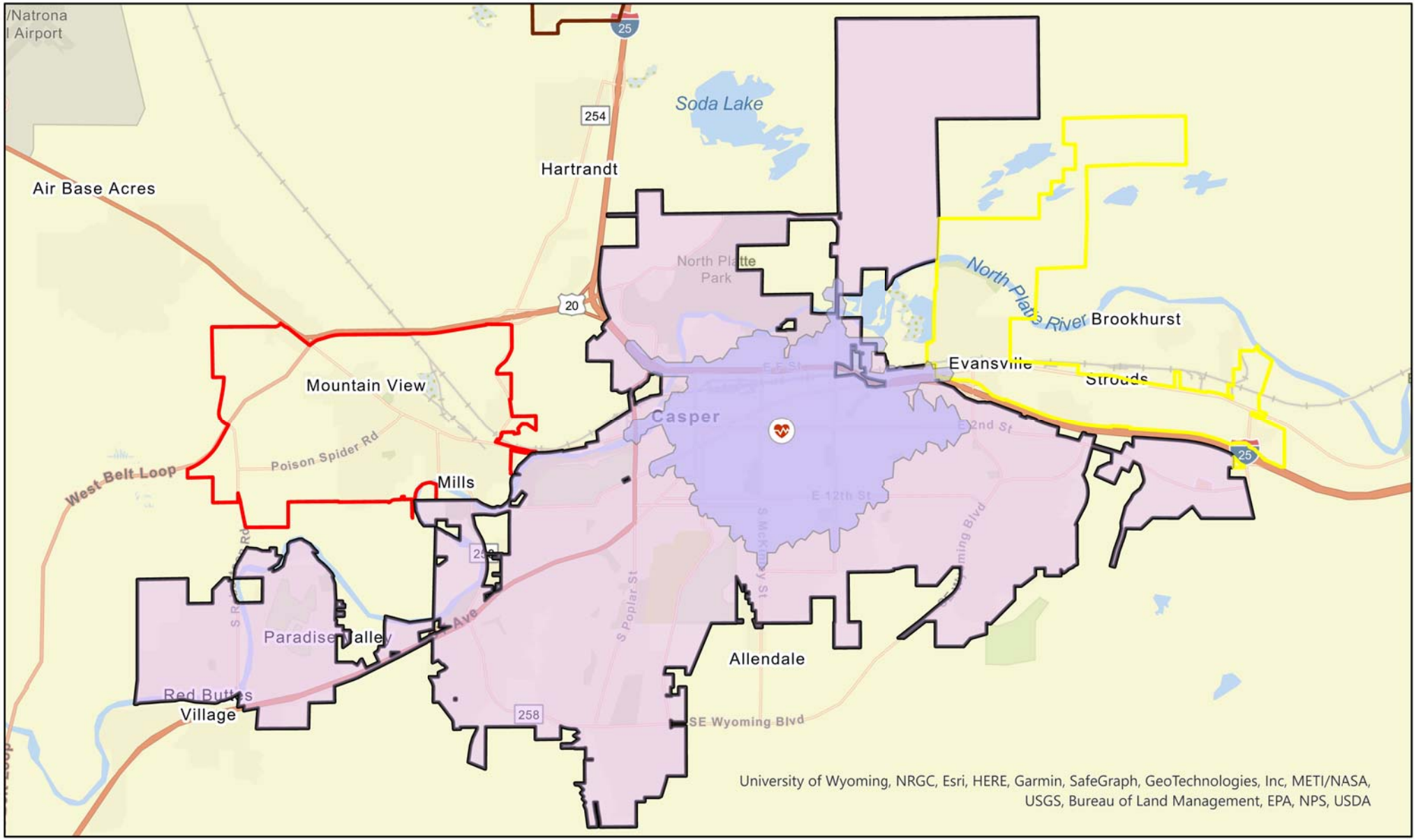
such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

16. 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, pandemics, 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.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised, or subjected to unauthorized use in any way. If either party would like a paper copy of this Agreement, they may request a copy from the other party, and the other party shall provide it.



Banner Health

4 Minute Response Time

7 Minute Response Area

City Boundaries

Bar Nunn

Casper

Edgerton

Evansville

Midwest

Mills

Natrona County

<all other values>

7 Minute Response Area for Banner Wyoming Medical Center

N W E S

0 0.75 1.5 3 Miles

Printed: 12/7/22

July 21, 2023

MEMO TO: J. Carter Napier, City Manager

FROM: Pete Meyers, Management Analyst

SUBJECT: City of Casper Council Goals – Previous and Upcoming

Meeting Type & Date:
Council Work Session, July 25, 2023

Action Type:
Information Only

Recommendation:
None – for information only.

Summary:
A list of proposed Council Goals was shared with the Council on July 11, 2023. At that work session, several councilors expressed concern about whether the list of goals might be too ambitious. More specifically:

- The goals were described as two-year goals, but it is clear that many of them can't ever be truly completed. For example, we will never be "finished" with building maintenance.
- Concerns were expressed that the staff might become exhausted and demoralized by an impossible list of assignments.
- Councilors noted that an adopted list of goals amount to a promise that is made by the council to the citizenry. Council was wary of making a promise that they could not keep.
- Last but not least, several councilors asked for a final review of the previous goals. It was acknowledged that not all of the previous goals are complete, and some of those goals are therefore being carried forward into the new list. But still, Council asked for a full review of the previous set with an eye toward making sure that unfinished goals will eventually be finished, especially if they are not included in the new list of goals.

In response to these questions and concerns, staff has prepared two additional documents. The first is a summary of the current measurable progress on the expiring set of goals. The second is a list of the seventeen tasks that have been proposed for the upcoming set. Each task is described with specific accomplishments that staff believe to be attainable within the two-year timeframe.

Oversight/Project Responsibility:
Executive Team

Attachments:

Council Goals 2021-2023 – Status Report
Council Goals 2023-2025 – Accomplishments Deemed Attainable in the Two-Year Timeframe
Summary of Council Goals, 2023-2025 (unchanged since the July 11 Work Session)

Accomplishments Deemed Attainable Within the Two Year Timeframe

7/20/23

Goal #1: Livability

Task 1: **Focus on remedies for homelessness.**

1. Revise the procedures for the point-in-time homelessness count, including a reschedule of the count to a different season to improve its accuracy. The point-in-time count can then be leveraged toward a better ongoing day-to-day estimate of Casper's homeless population.
2. Begin data sharing in regards to homeless individuals. Work with the partner agencies to track each individual's service consumption and each individual's list of negative incidents (if any). Emphasis in the short term will be on developing a system that reports on key individuals (high service users); a more comprehensive system will be instituted if time allows.
3. Obtain a Continuum of Care certification from HUD.

Task 2: **Focus on Police facility improvement.**

1. Producing a facility design for the Casper Business Center remodel. Respond to budget and cost uncertainty by producing a design that makes broad use of design/construction alternatives and optional features.
2. Pursue outside funding, especially from federal sources.
3. Execute the bid process, secure a contractor, and begin the reconstruction.

Task 3: **Focus on support for the Metro Animal Shelter.**

1. Institute administrative improvements to the Metro Shelter volunteer program so that the roles of volunteers are better defined in relation to the roles of Metro staff.
2. Develop or purchase a dog licensing database to track licensed and unlicensed pets.
3. Develop a system of issuing licenses at veterinary clinics.
4. Meet with local stakeholders and partner agencies to discuss plans for a new or renovated Metro Animal Shelter facility. Review facility needs, and costs. Report back to Council on the discussions.

Task 4: **Improve community amenities and recreational opportunities.**

1. Develop a public art playbook and public art policies. This would involve developing a better system for decision-making around gifts of public art (whether to accept, where

to place, and how to maintain) and a similar decision-making system for City-initiated public art projects.

2. Update the Park and Recreation master plan. This will involve the development of short, medium, and long-term amenity and programmatic goals for each of the major Park and Rec facilities.

Task 5: **Develop a plan for Fire Department capital construction projects.**

1. Secure funding for the design of a new Fire Station 1.
2. Secure funding for land acquisition.
3. Acquire land that would be suitable for a new Fire Station 1.
4. Contract with a firm to create the design.

Goal #2: Sustainability

Task 6: **Remain engaged with wastewater environmental regulations, and develop a plan for possible wastewater capital improvements.**

1. Build a dynamic rate model for the Wastewater Treatment Plant, and present the model to the Council at its annual utility rate-setting meeting.
2. Evaluate WWTP rates with an eye toward building a fund balance that could someday offset major capital improvements that might be required in the very long term.

Task 7: **Consider a funded stormwater program to address the needs of the stormwater system.**

1. Update existing studies regarding stormwater capital needs and rate-funded stormwater programs.
2. Present the updated studies to Council.

Task 8: **Reduce water waste, and promote financial equity, through tiered water rates.**

1. Update the water rate study to include a re-examination of tiered water rates.
2. Institute a wholesale water rate for City parks, but replicate aspects of the tiered water rate system so that the incentives for water conservation are also applied to city parks.
3. With Council's approval, institute a tier-based utility rate schedule.

Task 9: **Present options to encourage additional recycling.**

1. Prepare a report on options for recycling promotion, and present those options to Council by December 31, 2023.
2. Explore grant opportunities from the EPA that might help to finance recycling system expansion.
3. Explore partnership opportunities with WDEQ regarding the establishment of a regional materials recycling facility.

<u>Task 10:</u> Maintain City Buildings.

1. Develop written preventative maintenance policies and procedures for critical building infrastructure.
2. Develop a strategy to systematically assess each of the key building systems (water distribution, sewer, electrical, and HVAC) within each of the City's aging facilities.
3. Keep accurate records within the building asset software so that the system accurately reflects current building conditions and upgrades.

<u>Task 11:</u> Develop sources of revenue that are generated externally through grants, donations, sponsorships, federal funding, and other types of funding.

1. Research the major forms of external funding - large grants, earmarks, sponsorships, and private fundraising. Become familiar with the legalities, how they work in practice, and how they've been implemented elsewhere.
2. Write playbooks for each of the major types of funding. The playbooks would include key considerations and the steps that would need to be taken to get those programs off the ground.
3. Create a "quick reaction team" that would be prepared to assess these funding opportunities as they present themselves.
4. Submit resolutions to enshrine the Council's decision-making guidelines in regards to these types of opportunities.

<u>Task 12:</u> Develop sustainable sources of revenue that are generated locally through taxes, rates, and fees.

1. Create a team that will research the major forms of locally generated funding – special sales taxes, bond issuance, utility rate setting, and recreational rate setting. Become familiar with the legalities, how they work in practice, and how they've been implemented elsewhere.
2. Recommend utility and recreation rates that are thoughtful and appropriate relative to the cost of providing those services.
3. Remain familiar with the City's unmet capital needs, and evaluate, on an ongoing basis, whether special funding solutions are an appropriate way to fund those projects.

<u>Task 13:</u> Facilitate smart decision making by re-engaging with the City's primary planning documents and with the primary plans of other nearby entities.

1. Find and catalog plans within the City along with other community plans related to City operations, services, and amenities.
2. Review plans noting dates, key strategies, and tasks, as well as conflicts between plans.
3. Update relevant plans. Budget for plan updates if necessary.
4. Incorporate plan references and directives into grant planning and application efforts.
5. Incorporate plan references into the template of the Council memo in order to notify Council and the public of the nexus staff recommendations have with the directives of the respective plan(s).

6. Institute a policy of acknowledging the relevant plan(s) in conjunction with annual budget requests.

<u>Task 14:</u> Facilitate development through reimagined public-private partnerships.

1. Develop cross-cutting standards that describe the ideal public-private partnership agreement. Write a checklist of standards and key provisions that should be present in any such agreement. Once it has been created, use that checklist as an aid for the renewal of those agreements.
2. Develop cross-cutting standards that describe the ideal non-profit lease. Write a checklist of standards and key provisions that should be present in any such agreement. Once it has been created, use that checklist as an aid for the renewal of those leases.
3. Develop a clearinghouse / database that will track all of the City's existing lease agreements. The database will track relevant aspects of each lease, including rent, utility cost sharing, use restrictions, and termination dates.
4. Renew at least five lease agreements subject to this process.

<u>Goal #3: Citizen Engagement</u>

<u>Task 15:</u> Implement a communications plan that strives for effective information distribution to all citizens, and strives to consolidate and coordinate messaging across all City social media sites and platforms.

1. Begin to revamp the City's website by implementing website recommendation #1: Improve the Utilities Payment User Experience (as per the website presentation given to Council on 4/18/23).
2. Continue to revamp the City's website by implementing website recommendation #2: Improve the Website's Search Capabilities.
3. Perform a review of all of the City's social media accounts and make recommendations for consolidation and coordinated messaging.

<u>Task 16:</u> Develop a plan to gather citizen input and provide feedback loops that provide guidance on citizen priorities.

1. Execute at least one comprehensive survey/research/feedback project on a topic that has been selected by Council.

<u>Task 17:</u> Research and assess technology solutions for customizing communication with citizens, voters, customers, and service.

1. Implement the Munis Resident Access system for the City's utility customers. Use this as a prototype project, with the potential for learning that could be applied to similar projects in the future.

SUMMARY OF COUNCIL GOALS 2023-2025

Goal #1: Livability

Create a more livable place for all Casper citizens through maintenance and improvement of the environment, infrastructure, public safety, and recreation.

- *Objective*: Building on existing partnerships, the capital improvement plan and existing resources, create plans for implementing critical public safety projects that focus on remedies for homelessness, police support and facility improvement, and support for the Metro Animal Shelter.
- *Objective*: Work with partners and leverage current resources to improve community amenities and recreational opportunities.
- *Objective*: Using the initial Critical Path Analysis and other plans, develop implementation and funding timelines for capital improvements for public safety capital construction.

Livability Tasks:

1. Focus on remedies for homelessness.
2. Focus on police support and facility improvement.
3. Focus on support for the Metro Animal Shelter.
4. Improve community amenities and recreational opportunities.
5. Develop a plan for Fire Department capital construction projects.

Task 1: Focus on remedies for homelessness.

The City's response to homelessness should seek to understand and to mitigate the suffering of the homeless people in our City, and at the same time, it should seek to minimize the negative impacts that homelessness can have on public spaces, commerce, and the City as a whole.

Our response to homelessness will include the following:

1. Measure the scope of homelessness in Casper, which will include keeping an ongoing count of the homeless population.
2. Develop a system for tracking the services provided to each homeless individual.
3. For negative incidents, track the number and type of incident, by individual.
4. Receive a Continuum of Care certification from HUD. This will require the City to enact improvements to how it provides services to the homeless, and it will also require the City to

partner more effectively with area non-profits. The Continuum of Care certification will serve as a confirmation that the City is following best practices on this issue, and it should also help the City to better access federal financial support.

5. Enact amendments to City ordinances that affect our response to homelessness.
6. Increase our access to Federal funding for programs that address homelessness and associated service gaps. This access will include support received by the City directly, and support received by the government entities that it partners with.

Task 2: Focus on Police facility improvement.

The City is in the midst of a plan to convert the Casper Business Center into a new headquarters for the Police Department. We will achieve this task by completing that conversion.

Task 3: Focus on support for the Metro Animal Shelter.

In order to better address the needs of the local animal population, the Metro Animal Shelter will need to be replaced or extensively renovated. Some funding from One Cent 17 has been set aside for this task, but additional funds will be needed.

The Metro Animal Division will also enact operational changes to promote animal welfare.

Task 4: Improve community amenities and recreational opportunities.

The City will adopt an annual Capital Plan that will be geared toward making Casper more livable. The plan will seek to improve community appearance, improve City infrastructure, and improve the quality of the City's recreational offerings.

Task 5: Develop a plan for Fire Department capital construction projects.

Fire Station #1 is outdated and needs to be replaced. The City will develop a plan to replace Fire Station #1. The plan will include a means to finance the project.

The City will also take steps toward the development of a firefighter training facility. This might involve repurposing the existing Fire Station #1 after it has been replaced.

Goal #2: Sustainability

Create long-term financial, infrastructure, and resource sustainability for the City to provide high quality services to its citizens.

- *Objective*: Identify plans and potential resources for implementing solutions to environmental needs, including stormwater pollution, water rates, and recycling.
- *Objective*: Develop implementation and funding timelines for capital improvements for general city facilities.
- *Objective*: Establish revenue strategies that consider a range of possibilities, including: general purpose sales tax, specific purpose sales tax, municipal option sales tax, economic development sales tax, other assessments and fees, utility rates, federal and state investments and earmarks, grants, sponsorships, or donations.
- *Objective*: Facilitate development through reviews of the City's comprehensive plans and through stronger development of public/private partnerships with local partners.

Sustainability Tasks:

6. Remain engaged with wastewater environmental regulations and develop a plan for possible wastewater capital improvements.
7. Consider a funded stormwater program to support stormwater system maintenance and stormwater capital improvements.
8. Reduce water waste and promote financial equity by instituting tiered water rates.
9. Present options that will encourage additional recycling.
10. Maintain City buildings.
11. Develop sources of revenue that are generated externally through grants, donations, sponsorships, and other sources of federal funding.
12. Develop sustainable sources of revenue that are generated locally through taxes, rates, and fees.
13. Facilitate smart decision making by re-engaging with the City's primary planning documents and with the primary plans of other nearby entities.
14. Facilitate development through reimagined public/private partnerships.

Task 6: Remain engaged with Wastewater environmental regulations, and develop a plan for possible Wastewater capital improvements.

It is possible that NPDES regulations will eventually require the City to install major new systems at the Wastewater Treatment Plant. It is unlikely that such regulations will be instituted within the next ten years, but in the meantime, the City must remain engaged with WDEQ and the EPA so that we can

be involved in the regulatory conversation. This will help us to share information, and it will help us to accurately anticipate upcoming changes.

The City will also explore alternative means to treat its wastewater. Projects that reduce the wastewater load at the Wastewater Treatment Plant will reduce the City's current environmental impact, and this might have some influence on whether additional regulations are enacted.

Task 7: Consider a funded stormwater program to address the needs of the stormwater system.

The City's stormwater system is in dire need of improvement and maintenance. A 2017 study identified more than forty projects that should be done to repair or upsize various parts of the stormwater system, including undersized storm sewers, inlets, culverts, and retention basins.

Improvements to the stormwater system will reduce the number of flooding events, and regular maintenance of the system will reduce the amount of stormwater contamination. To fund those improvements and to pay for that maintenance, the City could consider a rate-funded stormwater program.

Task 8: Reduce water waste, and promote financial equity, through tiered water rates.

The City will enact tiered water rates in order to create more equity among rate payers and to discourage water waste. Tiered water rates charge a lower per-gallon cost for the water that a typical household consumes for in-home use, but the per-gallon cost for additional water is charged at a higher rate. This kind of rate structure tends to make in-home use more affordable, so that low income families that only use water for cooking and washing will tend to have cost savings. Families and businesses that consume larger amounts of water will be charged more per gallon consumed. This creates a financial incentive for them to review (and perhaps reduce) the amount of water that they are using.

Task 9: Present options to encourage additional recycling.

The City already has a self-serve, depot-based recycling program, but more could be done to encourage recycling and waste diversion. The City will present options for expanding the waste diversion and recycling system. Those options might include enhancements to the material recovery facility (MRF), the recruitment of private sector consumers that purchase and use recyclables, or the institution of a curbside recycling program.

Task 10: Maintain City buildings.

Many of the City's buildings were constructed in the late 1970's or the early 1980s. Given their age, many buildings have roofs, HVAC systems, and electrical systems that are due for repair or replacement. The City Council has set aside $5,445,000 of One Cent #17 so that it can begin to address those concerns. This task will involve implementing a construction plan that allocates those funds to where they are most needed, completing those projects before major failures occur, and seeking to find grant opportunities to leverage City funds with additional funding from state and federal sources.

Task 11: Develop sources of revenue that are generated externally through grants, donations, sponsorships, federal funding, and other types of funding.

The City has always received a certain amount of grant revenue, but recent federal laws like the Infrastructure and Jobs Act have radically increased the availability of funds. Some of those funds are being distributed through traditional programs, and some are being allocated through programs that are entirely new. The City will take steps to leverage those opportunities.

Other external funding sources should also be explored. Sponsorship agreements are a common means to fund recreational facilities, especially when they are paired with naming rights. Private donors will often support non-profit agencies, but the City could reach out to those donors for direct support, or alternatively, the City could found a non-profit that might be better able to receive and spend those donations. Last but not least, the City could work with the elected officials at the state and federal level with an eye toward receiving more direct distribution funds from the state and federal governments.

Task 12: Develop sustainable sources of revenue that are generated locally through taxes, rates, and fees.

Though external sources of funding are preferable, the City should also look at funds that could be locally generated. At this time, the City relies heavily on the state to provide it with capital and operational funding. State funding is desirable, but local sources of funding tend to be more reliable. Moreover, the City's arguments for enhanced state level funding will be more persuasive if the City can demonstrate that it is already doing all that it can to generate funds on its own.

The City can generate funds locally by setting recreation and utility rates that are high enough to make those operations financially self-sustaining. The City can also start a dialog with the public regarding special taxes, such as the Optional One Cent, specific purpose taxes, and similar types of special revenue.

Task 13: Facilitate smart decision making by re-engaging with the City's primary planning documents and with the primary plans of other nearby entities.

The City government, ultimately, is an intricate network of interconnected systems – transportation, public safety, utility, recreation, waste control, housing, commerce, finance, land use, and others. Those systems grow and evolve. Planning exercises allow the managers of those systems to think through the current strengths and weaknesses of their systems, and it helps those managers to foresee how their systems will need to adapt to upcoming changes in Casper's operating environment.

Every City department goes through periodic master planning exercises, and in general, those exercises result in thoughtful plans and recommendations for the future. Unfortunately, those plans can be ignored or underutilized. Exigent decision making that doesn't refer back to the plan might work in the short term, but if those decisions ignore the big picture and the long term goals that were spelled out in the plan, then the City might miss opportunities to better position itself for future challenges.

Familiarity with these plans can also promote harmony. Familiarizing ourselves with our own plans is a good place to start, but we can also take steps toward familiarizing ourselves with the plans of other departments, and even other external entities. A more focused approach to learning other's plans, policies, and goals could help all of the local organizations realize new efficiencies. While City employees and officials have tried to attend meetings, serve on boards, and take a general interest in other organizations, these actions have not always succeeded at preventing conflict, miscommunication, and missed opportunities.

Implementing this task will involve establishing a process of cataloging the comprehensive plan of each City department, as well as community organizations such as Advance Casper, Natrona County, the DDA, the MPO, the surrounding towns, certain State and Federal agencies, NGO's, and local charitable organizations. Those plans will have to be reviewed because some may be outdated, and in some cases, that review, all by itself, might help to spark valid conversations about cooperation and a re-evaluation of future goals. If the re-evaluation determines that those plans are fundamentally valid, then a process will need to be put into place so that the plans are consulted regularly so that better decisions are made on a day to day basis.

Task 14: Facilitate development through reimagined public-private partnerships.

The City has ongoing partnerships with area non-profits. Some of those partnerships take the form of leases, whereby the City leases property to a non-profit entity for a nominal fee. Other partnerships are funding relationships, wherein the City provides the non-profit with grant funding, usually through the Community Promotions program or through One Cent non-profit contracting.

For those non-profits that are lessees, we will need to review that leasing arrangement. We will need to evaluate how well the leased property is being used to extend City services. Poorly aligned leases should probably be adjusted or allowed to expire. We also need to evaluate the lease language to ensure that the legal agreement is well crafted, with appropriate terms for rent, duration, cost sharing, and so on.

For those non-profits that receive grant funding, the grantee agreements will need to be evaluated to ensure that the supported activity is truly an extension of City services. As with the leases, poorly aligned funding agreements should be adjusted, or allowed to expire.

Goal #3: Citizen Engagement

Create opportunities and experiences for citizens to be informed about and involved in Casper as a City and a community.

- *Objective*: Establish guidelines, formats, and schedules for formal and conversational information distribution that is consistent, dynamic, professional, friendly, and positive.
- *Objective*: Utilize citizen input and feedback loops to provide guidance on citizen priorities.
- *Objective*: Utilize technology to gather information and to communicate with citizens, voters, customers, and service users.

Citizen Engagement tasks:

15. Implement a communications plan that strives for effective information distribution to all citizens, and strives to consolidate and coordinate messaging across all City social media sites and platforms.
16. Develop a plan to gather citizen input and provide feedback loops that provide guidance on citizen priorities.
17. Research and assess technology solutions for customizing communication with citizens, voters, customers, and service users.

Task 15: Implement a communications plan that strives for effective information distribution to all citizens, and strives to consolidate and coordinate messaging across all City social media sites and platforms.

Over the past year, the City has added three full-time positions to the communication and citizen engagement team in the City Manager's Office. This team has sought to improve the amount and the quality of the communication and experiences that are being produced for the public.

Social media has a unique set of challenges. These tools multiply, and they are ever-evolving. Getting one message out through a manifold of social media platforms requires each media release to be processed and uploaded so that it works with each platform on a technological level. Beyond that, each platform has its own styles, customs, and functionality features, so each media release will need to be repackaged in order to be well received. And beyond that, social media is a two-way street, so getting messages out is only half of the battle: broadcasting across multiple platforms also means listening across multiple platforms, and then (hopefully) having a productive dialog across multiple platforms.

This task will involve expanding the work of the communication and citizen engagement team so that it can further integrate its activities, methods, and standards into all of the City's outreach efforts. This task will also involve developing tools and methods for getting one message out across multiple social media platforms. The intent will be to make sure that the message, and the response, are heard and understood by all parties, regardless of how they received it.

Task 16: Develop a plan to gather citizen input and provide feedback loops that provide guidance on citizen priorities.

The City needs to listen to the public. Unfortunately, truly understanding the public can be difficult. A public dialog can be monopolized by people who are not trying to have a productive conversation.

This task will involve trying to regularly discern the will of the public on a variety of everyday issues. The City will also need to parse that input into useful feedback. Once that has been done, the City will need to start incorporating that input into its decision making. It is likely that multiple methods of public input will need to be developed, including greater use of portals and citizen engagement apps.

Task 17: Research and assess technology solutions for customizing communication with citizens, voters, customers, and service users.

Technology can offer solutions for communicating individualized messages to selected people. It is traditional for large organizations to broadcast (to "cast broadly") the same message to anyone and everyone. Technology now exists that can make our communications more customized. A message that takes an individual's specific situation into account will make that communication more relevant, interesting, and practical. This technology can be especially useful for utility customers, but it might have other applications as well.

This task will involve researching tools and methods for getting one message out across multiple platforms, but done in a way that will maximize its impact through automatic customization. Once again, the intent will be to make sure that the message, and the response, are heard and understood by all parties, regardless of how they received it.

Aggregated Status of the Previous Council Goals - 2021-2023

Council Goal	Count of Tasks, by Status: Completed	In Progress	Not started	% Complete
Encourage Business Development		5		0%
Citizen Engagement Methods	5	4		56%
Citizen Engagement Technology	8	1		89%
Citywide Building and Facility Assessment	8			100%
Digital Infrastructure	5			100%
New Police Facility	10	2		83%
Recreation Plans - Park and Rec Facilities	16	5		76%
River Restoration	3	1		75%
Stormwater Program	1		6	14%
Street Repair	3			100%
Transit Marketing	5			100%
Transit Operations	6	1		86%
Wastewater Treatment Plant - Long Term Capital	1	2		33%
Grand Total	***71***	***21***	***6***	***72%***

Comments on the Incomplete Council Goals - 2021-2023

Business Investment 1 - Report on Possible Development Incentives	The list of business incentives has been developed in conjunction with the City Attorney's office. It will be presented at an upcoming work session, along with staff's recommendations.
Business Investment 2 - Recommend Action and Budget	
Business Investment 3 - Published List of Cooperative Goals	The tourism master plan has been adopted; other cooperative goals have also been adopted.
Business Investment 4 - Adoption of Cooperative Goals	
Business Investment 5 - Annual Casper Snapshot for Jan 2022	This report has not yet been produced. This goal has not been prioritized since similar information is provided regularly by Advance Casper and other groups.

Citizen Engagement Methods Citizen Engagement Technology	The Citizen engagement tasks are being carried over into the new set of goals. Most of the tasks in this set were not given a "completed" status. This includes various specific items such as developing an audience research report.

New Police Facility	Significant progress has been made on this goal, including purchase of the facility and a contract for design that is ongoing. This task will continue into the 2023-2025 goal set.

Recreation Plan - Athletics/Sports Recreation Plan - Fort Caspar Recreation Plan - Golf Recreation Plan - Hogadon Recreation Plan - Ice Arena Recreation Plan - Rec Center	These tasks will all be completed with the upcoming presentation of the Park and Rec business plans.

River Restoration	The first three tasks within this goal were marked as complete, but the project schedule for Reach 2 of 3 is still in progress.

Stormwater	Only one of these tasks (Build a priority list of Stormwater Capital Projects) was marked as complete within this set. This goal is continuing into the 2023-2025 goal set.

Transit Operations	All of the tasks under Transit have been marked as complete other than the task of having a kickoff meeting with the Social Service Advisory Committee.

Wastewater Treatment Plant Long Term Capital Needs	This task is continuing into the 2023-2025 goal set.