

PRE-MEETING AGENDA

Casper City Council
The Lyric, 230 W Yellowstone Hwy
Tuesday, August 1, 2023, 5:30 p.m.



	Presentation	Beginning Time	Allotted
1.	Parks Master Plan MOU	5:30	15 min
2.	MRG Update	5:45	5 min
3.	TNR Program Update	5:50	5 min
4.	Agenda Review	5:55	5 min
	Approximate Ending Time		6:00 p.m.

*** Reminder ***

Please silence cell phones during the City Council meeting.

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

July 26, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director
SUBJECT: Casper Area Parks and Recreation Master Plan Memorandum of Understanding

Meeting Type & Date

Council Pre-meeting
August 1, 2023

Action type

Move forward for approval

Recommendation

That Council, by Resolution, approve a Memorandum of Understanding (MOU) between the City of Casper, City of Mills, Natrona County, Natrona County School District, Town of Evansville, Town of Bar Nunn, and Visit Casper, for the completion of a Casper Area Parks and Recreation Master Plan.

Summary

Having a great parks and recreation system is the hallmark of a vibrant community. The development of a truly effective parks and recreation system, however, requires strategic planning, analysis, and collaboration. A parks and recreation master plan is a comprehensive, long range strategy for the creation, optimization, and maintenance of a community's leisure assets, programs, and services. All forms of recreation are growing in popularity in exciting ways in central Wyoming. As such, now is the best time to assess and develop the best path forward. An area master plan that considers all stakeholders' needs can help us to grow and enhance parks and recreation in the greater Casper area strategically with assets/programming that complement each other, rather than compete or duplicate, while allowing us to stretch public dollars and resources in a way that may be difficult to achieve otherwise.

On November 9, 2022, the City of Casper applied to the Natrona County Recreation Joint Powers Board (NCRJPB) for a One Hundred Thousand Dollar (\$100,000) grant to assist in funding a parks and recreation master plan. The City was invited to present our application request to the NCRJPB and was notified on January 9, 2023 that our grant request was approved by the Board. On February 7, 2023, City Council approved the acceptance of the grant, as well as a plan for City of Casper staff to engage neighboring entities to participate in the parks and recreation master planning project, including a proportionate financial contribution.

On March 8, 2023, representatives from City of Casper, City of Mills, Natrona County, Natrona County School District, Town of Evansville, Town of Bar Nunn, and Visit Casper met for an initial

stakeholder meeting to discuss a potential collaboration on the project. All entities expressed interest in participating and agreed to take the idea back to their governing bodies for approval. With support from their leadership, on June 1, 2023, representatives from each group met again, this time to engage in a half day strategic planning session, led by the Wyoming Business Council, to identify the collective goals, establish a scope of work for the master plan that will achieve those goals, and determine next steps. One of those steps was to execute a memorandum of understanding with all participating entities that details the responsibilities of each entity to contribute to the project. The MOU was completed and is in the process of approval by all parties. The City of Casper will be the last entity to sign the MOU, with approval requested at the next regular business meeting on August 15, 2023.

Another outcome of the June 1 meeting, a request for proposals (RFP) for a consultant to complete the master plan, has been finalized. The RFP period opened July 21, 2023 and will close August 18, 2023. Details regarding the proposed project timeline are outlined in the RFP, which is attached for Council's information.

Financial Considerations

A comprehensive Casper Area Parks and Recreation Master Plan is estimated to cost Two Hundred Thousand Dollars (\$200,000). Per the MOU, each participating entity is contributing to the cost of the master plan as follows:

- City of Casper – 75%, not to exceed \$150,000 (\$100,000 from NCRJPB grant)
- Natrona County – 7.5%, not to exceed \$15,000
- Visit Casper – 5%, not to exceed \$10,000
- City of Mills – 5%, not to exceed \$10,000
- Natrona County School District – 5%, not to exceed \$10,000
- Town of Bar Nunn – 1.5%, not to exceed \$3,000
- Town of Evansville – 1%, not to exceed \$2,000

The cost breakdown above primarily considered each entity's population and/or share of parks and recreation assets and programming that will be evaluated by the master plan. The NCRJPB grant provides One Hundred Thousand Dollars (\$100,000) toward the project and is included as part of the City of Casper's contribution to the project. The balance of the City's contribution will be included in FY24 Budget Amendment #1, identified as a one-time expense from the Direct Distribution Fund to the Parks Fund.

Oversight/Project Responsibility

Zulima Lopez, Parks, Recreation & Public Facilities Director
Michael Brown, Natrona County
Sabrina Kemper, City of Mills,
Steve Ellbogen, Natrona County School District
Tyler Daugherty, Visit Casper
Tyler Martin, Town of Bar Nunn
Robert Lewallen, Town of Evansville

Attachments

Memorandum of Understanding
Request for Proposals

**MEMORANDUM OF UNDERSTANDING
CONCERNING A CASPER AREA PARKS AND RECREATION MASTER PLAN**

THIS Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2023, with an effective date of July 1, 2023, by and between the City of Casper, Wyoming, (“Casper”), the City of Mills, Wyoming, (“Mills”) Natrona County, Wyoming, (“County”), Natrona County School District #1, (“NCSD” or “District”), the Town of Evansville, Wyoming, (“Evansville”), the Town of Bar Nunn, Wyoming, (“Bar Nunn”), and the Casper Area Convention and Visitors Bureau (“Visit Casper”). The entities in this paragraph may be hereinafter referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the Parties provide and/or support recreation and leisure opportunities to residents and visitors of Casper and the surrounding communities; and,

WHEREAS, the Parties acknowledge the shared quality-of-life and economic benefits of providing recreation and leisure opportunities to residents and visitors and wish to align local efforts regarding parks and recreation; and,

WHEREAS, the Parties desire to collaborate on an assessment of existing parks and recreation assets and offerings; and,

WHEREAS, the Parties desire to develop and adopt a unified strategic plan to develop and maintain parks and recreation assets in Casper and the surrounding area; and,

WHEREAS, the Parties agree that engaging a third-party consultant to develop a Casper Area Parks and Recreation Master Plan (“Master Plan”) is the preferred way for the above referenced assessment and strategic plan to be completed; and,

WHEREAS, Exhibit A, attached hereto, generally describes the scope of work for the consultant to perform; and,

WHEREAS, the Parties agree to jointly select a consultant for the Master Plan, and further agree to share the cost of the Master Plan between them, pursuant to the terms and cost sharing established in this MOU.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein to perform, it is understood and agreed by and between the Parties as follows:

I. INCORPORATION OF RECITALS

1.1 The recitals are incorporated at this point as if fully set forth.

II. PURPOSE OF AGREEMENT

2.1. *Cost-Sharing*. It is the intent of the Parties that execution of this MOU will secure participation

of the Parties to this Agreement for the costs of the Master Plan, all in accordance with the methods and procedures set forth herein.

2.2. *Cooperation of the Parties.* The Parties shall cooperate with each other to effectuate the purposes of this MOU, including participating in the selection of a consultant for the Master Plan, providing timely and accurate information to the consultant for the Master Plan, attending necessary meetings, responding promptly to the consultant, and making timely payments as required under this MOU. Failure or forfeiture by any Party to participate in the selection of the consultant or to engage with the consultant for the completion of the Master Plan will not relieve the Party of its cost-sharing obligation as established by this MOU.

III. ORGANIZATION

3.1. *Project Coordinator.* The Parties have designated Zulima Lopez, the Parks, Recreation and Public Facilities Director for the City of Casper, or her designee, as the project coordinator for administering the Contract with the selected consultant. She is responsible for coordinating the Parties' communications with the consultant regarding the Master Plan and coordinating meetings between the Parties.

3.2. *Meetings and Scope of Work Changes.* The Parties may discuss changes to the Scope of Work of the Master Plan at meetings, including, where appropriate, conference telephone or online discussions (e.g., MS Teams, Zoom, etc.), and email chains with all Parties included. The Parties must approve all agreed upon changes by written amendment to this MOU before any changes to the Scope of Work are implemented.

3.3. *Reservation of Rights.* Although the Parties shall make every reasonable effort to reach consensus on decisions affecting the Parties under the Master Plan, each Party reserves the right to represent its own interests on any matter relating to the Master Plan where a Party believes such action is warranted.

IV. COST-SHARING OBLIGATIONS

4.1. *Contract Price.* The Parties acknowledge and agree to a project budget for the Master Plan not to exceed Two Hundred Thousand Dollars (\$200,000). The Parties each agree to pay a proportionate share of the Contract cost, plus any approved change orders thereto as follows:

4.1.1. The City of Casper will enter into a contract with the consultant selected by a selection committee comprised of no more than one representative from each of the Parties. The City shall pay the full contract amount to the consultant.

4.1.2. City of Casper will invoice each Party within thirty (30) days of the execution of a contract with the consultant, and each Party shall pay the City of Casper its cost-sharing obligation within forty-five (45) days of the invoice date.

Natrona County – 7.5%, not to exceed \$15,000
Visit Casper – 5%, not to exceed \$10,000
City of Mills – 5%, not to exceed \$10,000
Natrona County School District – 5%, not to exceed \$10,000
Town of Bar Nunn – 1.5%, not to exceed \$3,000
Town of Evansville – 1%, not to exceed \$2,000

V. AUTHORITY AND EXECUTION

5.1. *Authority.* Individuals signing the MOU on behalf of the Parties agree and represent that they have the legal authority to bind themselves, as representatives of the Party to terms of this MOU.

5.2. *Execution.* This MOU may be executed in counterparts (including by facsimile, e-mailed portable document format file, or electronic signature technology), all of which shall constitute one document, and that by the signature(s) hereto, the undersigned further agree that facsimile, e-mailed portable document format file, or electronic signatures are the legally binding equivalent to their handwritten signature and shall be effective for all purposes, unless original signatures are otherwise required by law.

VI. MODIFICATIONS

6.1. *Modifications by the Parties.* This MOU may only be modified by a written amendment to this MOU.

6.2. *Savings Provisions.* If any provision of this MOU is deemed invalid or unenforceable, the court having jurisdiction shall have the power to modify such provision so that it will be valid and enforceable, and in any case, the balance of this MOU shall remain in full force and effect.

6.3. *Severability of Clauses.* Any clause in this MOU which may be prohibited under applicable state or federal laws shall be deemed ineffectual in those jurisdictions where prohibited.

VII. ENTIRE AGREEMENT

7.1 *Entire Agreement.* This MOU along with its exhibits and referenced documents and/or instruments, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each party to this MOU acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this MOU shall be valid or binding.

VIII. WYOMING GOVERNMENTAL CLAIMS ACT

8.1 *Governmental Immunity.* The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IX. GOVERNING LAW AND JURISDICTION

9.1 *Governing Law and Jurisdiction.* The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Parties agree that the state courts of the State of Wyoming shall have jurisdiction over any and all actions arising out of this MOU and over the Parties, and any filings shall be, and the venue shall be, in the applicable court of the Seventh Judicial District, Natrona County, Wyoming.

X. NO THIRD-PARTY BENEFICIARY RIGHTS

10.1 *Relationship of the Parties.* The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties, and shall inure solely to the benefit of the Parties in performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

XI. EXHIBITS

11.1 All exhibits referenced herein are made a part of this MOU.

THOSE SIGNING BELOW CERTIFY THAT THEY HAVE CAREFULLY AND COMPLETELY READ THE FORGOING, THAT THEY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND THAT ON BEHALF OF THEMSELVES AND THEIR AGENCY (IF APPLICABLE) THEY AGREE TO ABIDE BY SUCH TERMS AND CONDITIONS.

The remainder of this page intentionally left blank.

Signatures Page for City of Casper

APPROVED AS TO FORM
(Attorney for the City of Casper)

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

(Signature line continue on the next page)

Signatures Page for City of Mills

APPROVED AS TO FORM
(Attorney for City of Mills)

WITNESS

City of Mills, Wyoming

By: _____

Printed Name: _____

Title: _____

Leah Juarez
Mayor

(Signature line continue on the next page)

Signatures Page for Natrona County, Wyoming

APPROVED AS TO FORM
(Attorney for Natrona County)

WITNESS

Natrona County, Wyoming
Board of County Commissioners

By: _____

Printed Name: _____

Title: _____

Steven K. Freel
Chairman

(Signature line continue on the next page)

Signatures Page for Natrona County School District #1

APPROVED AS TO FORM

(Attorney for Natrona County School District #1)

WITNESS

Natrona County School District #1

By: _____

Printed Name: _____

Title: _____

Michael Jennings
Superintendent

(Signature line continue on the next page)

Signatures Page for Town of Evansville, Wyoming

APPROVED AS TO FORM
(Attorney for Town of Evansville)

WITNESS

Town of Evansville, Wyoming

By: _____

Printed Name: _____

Title: _____

Chad Edwards
Mayor

(Signature line continue on the next page)

Signatures Page for Town of Bar Nunn, Wyoming

APPROVED AS TO FORM
(Attorney for Town of Bar Nunn)

WITNESS

Town of Bar Nunn, Wyoming

By: _____

Printed Name: _____

Title: _____

Peter Boyer
Mayor

(Signature line continue on the next page)

Signatures Page for Casper Area Convention and Visitors Bureau, dba Visit Casper

APPROVED AS TO FORM
(Attorney for Visit Casper)

WITNESS

Visit Casper

By: _____

Printed Name: _____

Title: _____

Tyler Daugherty
Chief Executive Officer

(End of Signature Pages)

Exhibit A
Requirements and Scope of Work for the
Casper Area Parks and Recreation Master Plan

Technical Requirements of Qualified Consultant:

1. Expertise/experience in recreation master plans.
2. Expertise/experience in public engagement.
3. Local partners/subcontractors encouraged.

Geographic Area of Master Plan:

1. Master Plan will include evaluation of current and future assets and recreation programming and opportunities offered within the local Metropolitan Planning Organization (MPO) boundaries including all towns and cities in the greater Casper area, Casper Mountain, and Edness Kimball Wilkens State Park.
2. Alcova and Pathfinder reservoirs will not be included in the geographic scope; however, the Master Plan will review/consider recent master plans for these facilities as part of the scope of work.

Stakeholder Identification and Community Engagement:

1. Identify partner/stakeholder/user groups.
2. Engage partners, stakeholders, users, and the public at large to gather data for analysis:
 - a. Develop and deploy user surveys.
 - b. Coordinate and lead partner/stakeholder/user meetings.
 - c. Coordinate and lead public meetings.
3. Engagement efforts will gather data on the following, as a minimum:
 - a. Current sentiment regarding parks and recreation assets and programming.
 - b. Community needs and wants in terms of parks and recreation assets and programming.
 - c. Interest in expanding outdoor recreation opportunities.
 - d. Interest in expanding youth sports opportunities.
 - e. Desires regarding public vs. private offerings.

Data Analysis and Reporting:

1. Review and analyze past studies and plans for current relevancy regarding the Parks and Rec Master Plan.
2. Inventory current recreational assets and programming/offerings.
3. Identify areas of underservice.
4. Identify areas of over service/saturation.
5. Assess the condition of existing assets and current maintenance/repair needs.
6. Identify/recommend strategies to deploy for strategic growth and sustainability:
 - a. Identify and prioritize recreation growth opportunities based on return on investment and/or impact.

- i. Economic impact – local job creation, economic diversification, etc.;
- ii. Tourism impact – dollars brought from outside the community;
- iii. Estimated use/community engagement;
- iv. Quality of life/livability impacts;
- v. Physical/mental health impacts;
- vi. Strengthening of collaboration/partnerships, and
- vii. Re-use or reimagination of current assets/programming (i.e. Eastridge Mall, parks, other public or private land or buildings).
- b. Identify recommended collaboration and partnership opportunities among partners, stakeholders, and users for expansion and maintenance.
- c. Identify and quantify current and maintenance needs and recommend plans and/or methods for sustainability.
- d. Identify possible funding mechanisms for future projects and ongoing maintenance of assets/programming.

Communication Planning

1. Develop public communication plan for Master Plan results.
2. Recommend where related information is kept and how it is distributed.
3. Recommend future communication/branding strategies for future projects.

Request for Proposals (RFP)

Casper Area Parks and Recreation Master Plan

Prepared by participating entities in the Casper area of Central Wyoming:

City of Casper, Natrona County, City of Mills, Natrona County School District, Casper Area
Convention & Visitors Bureau (Visit Casper), Town of Bar Nunn, Town of Evansville
July 21, 2023

The participating entities in the Casper area of Central Wyoming will receive proposals at the Casper Service Center, 1800 East K Street, Casper, Wyoming 82601, until 4:00 p.m. local time, Friday, August 18, 2023. Proposals should be addressed to:

Contact: Zulima Lopez, City of Casper Parks, Recreation and Public Facilities Director

Address: Casper Service Center
1800 East K Street
Casper, WY 82601

Phone: 307-235-8361

E-mail: zlopez@casperwy.gov

This study is being funded through a grant from the Natrona County Recreation Joint Powers Board and contributions from each of the participating entities.

REQUEST FOR PROPOSALS
Casper Area Parks and Recreation Master Plan
For
Participating Entities in the Casper Area of Central Wyoming:
City of Casper, Natrona County, City of Mills, Natrona County School District, Casper Area
Convention & Visitors Bureau (Visit Casper), Town of Bar Nunn, Town of Evansville
July 21, 2023

The participating entities in the Casper area of Central Wyoming will accept proposals until **4:00 p.m., local time, Friday, August 18, 2023**, from consulting firms that specialize in parks and recreation master planning.

The Request for Proposal, including a more in-depth Scope of Service definition, is available from Zulima Lopez, City of Casper Parks, Recreation and Public Facilities Director, 1800 East K Street, Casper, Wyoming 82601, (307) 235-8361, zlopez@casperwy.gov.

Proposals received after the deadline of 4:00 p.m. local time on August 18, 2023, will not be considered. If there are any questions regarding any part of the Request for Proposals, they should be directed to Zulima Lopez at zlopez@casperwy.gov.

This is primarily a qualifications-based selection process; **cost proposal is to be submitted under separate cover**. If cost is included in the project proposal, it will not receive consideration.

Publish Date: July 21, 2023

REQUEST FOR PROPOSALS
Casper Area Parks and Recreation Master Plan
Participating Entities in the Casper Area of Central Wyoming

Request for Proposals

The participating entities in the Casper Area of Central Wyoming invite proposals to develop a Casper Area Parks and Recreation Master Plan. The purpose of the master plan is to develop a unified plan for the participating entities that aligns local efforts regarding parks and recreation. This includes a current evaluation of and future planning and development for park and recreation assets and programming throughout the Casper area to ensure residents and visitors have access to desirable, diverse, and sustainable recreation opportunities.

The participating entities will accept proposals until 4:00 p.m. local time on August 18, 2023. Three (3) copies of the proposal, **including budget schedule in a separate sealed envelope**, and one (1) electronic copy of the proposal, without the budget schedule, via email to zlopez@casperwy.gov, shall be submitted to the following address by 4:00 p.m. local time, August 18, 2023.

Zulima Lopez
Parks, Recreation and Public Facilities Director
City of Casper
1800 East K Street
Casper, WY 82601
307-235-8361

Do not include the budget schedule in any electronic format. Proposals can be accepted on-site weekdays during our open hours, and personnel will be available for delivery signatures if needed. Copies of related studies can be submitted in hard copy or via separate email.

Introduction

The purpose of the master plan is to develop a unified strategic plan for the participating entities that aligns local efforts regarding parks and recreation. This includes a current evaluation of leisure assets and programming as well as a future development and maintenance plan for park and recreation assets and programming throughout Casper and the surrounding area. The ultimate goal is to ensure residents and visitors have access to desirable, diverse, and sustainable leisure opportunities.

Along with analyzing existing parks and recreation infrastructure and programming, the plan will provide strategies for growth and sustainability in park and recreation infrastructure and programming within the greater Casper area, based on return on investment and/or impact of the amenity or program. Recommendations will emphasize collaboration, address maintenance and sustainability, and identify possible funding sources for future projects and ongoing maintenance needs. Finally, the project will include communication planning to ensure that public communication as well as communication among partners is appropriate and effective.

Plan builds on the previously recommended projects and policies while recognizing changes to the Casper area over the past eight years, evaluates progress and continued needs, and develops an actionable plan for the region’s active transportation system.

<https://cityofcasper.org/casper-tourism-master-plan-2021/>: The Casper Tourism Master Plan is intended to ensure the success, growth, and sustainability of the Casper area travel industry for the benefit of residents and visitors. The 10-year plan established a road map toward an aspiring future for the Casper travel industry with identified roles for a variety of local organizations and agencies. The plan focused heavily on three recreation areas: community attractions and amenities, Casper Mountain development and experiences, and North Platte River development and experiences. The plan is currently undergoing an update.

<https://cityofcasper-my.sharepoint.com/:b/g/personal/tylora@cityofcasper.wy?e=14392023>: The Casper Mountain Trail Summer Trail Master Plan was completed by Natrona County to provide recommendations for the expansion of a summer trail system at the Casper Mountain Trail Center that provides high quality trail experiences why spreading trail users out, increase visitation to the trails by locals and out of town visitors, encourage respectful use of the area in alignment with conservation values, and encourage cooperation between Natrona County and existing and potential partners.

Additional planning documents including, but not limited to, long-range transportation and numerous trail plans are available under the Past Project Index tab on the Metropolitan Planning Organization (MPO) website hosted by the City of Casper available at <http://casperareampo.org>.

Scope of Work

Preference will be given to the consultant that can strike a balance between public engagement and technical expertise in park and recreation master planning. Representatives from the participating entities and the selected consultant may refine a final scope of work. At a minimum, the master plan should include:

I. Stakeholder Identification and Community Engagement:

1. Identify partner/stakeholder/user groups
2. Engage partners, stakeholders, users, and the public at large to gather data for analysis
 - a. Develop and deploy user surveys
 - b. Coordinate and lead partner/stakeholder/user meetings
 - c. Coordinate and lead public meetings
3. Engagement efforts will gather data on the following, as a minimum:
 - a. Current sentiment regarding parks and recreation assets and programming
 - b. Community needs and wants in terms of parks and recreation assets and programming
 - c. Interest in expanding outdoor recreation opportunities
 - d. Interest in expanding youth sports opportunities
 - e. Desires regarding public vs. private offerings

II. Data Analysis and Reporting:

1. Review and analyze past studies and plans for current relevancy regarding the Parks and Rec Master Plan

5 | Casper Area Parks and Recreation Master Plan RFP

2. Inventory current recreational assets and programming/offerings
3. Identify areas of underservice
4. Identify areas of over service/saturation
5. Assess the condition of existing assets and current maintenance/repair needs
6. Identify/recommend strategies to deploy for strategic growth and sustainability
 - a. Identify and prioritize recreation growth opportunities based on return on investment and/or impact
 - i. Economic impact – local job creation, economic diversification, etc.
 - ii. Tourism impact – dollars brought from outside the community
 - iii. Estimated use/community engagement
 - iv. Quality of life/livability impacts
 - v. Physical/mental health impacts
 - vi. Strengthening of collaboration/partnerships
 - vii. Re-use or reimagination of current assets/programming (i.e. Eastridge Mall, parks, other public or private land or buildings)
 - b. Identify recommended collaboration and partnership opportunities among partners, stakeholders, and users for expansion and maintenance
 - c. Identify and quantify current and maintenance needs and recommend plans and/or methods for sustainability
 - d. Identify possible funding mechanisms for future projects and ongoing maintenance of assets/programming

III. Communication Planning

1. Develop public communication plan for Master Plan results
2. Recommend where related information is kept and how it is distributed
3. Recommend future communication/branding strategies for future projects

Selection Process

Proposals should be submitted in two (2) parts: (1) a proposal, not to exceed 6 single-sided pages illustrating a work plan and detailed timeline for the proposed services, qualifications, experience, and references and (2) a budget schedule in **separate sealed envelope**. The page limit will not apply to cover sheet, cover letter, table of contents, resumes, or copies of a related study. Copies of related studies can be submitted in hard copy or via separate email.

This is primarily a qualifications-based selection process; **cost proposal is to be submitted under separate cover**. If cost is included in the project proposal it will not receive consideration.

Proposals will be evaluated and ranked based on the following review criteria:

Review Criteria	Description	Weight
Established Firm Expertise	Demonstrated skills, knowledge, and expertise in the subject of parks and recreation master planning, including experience and expertise in public engagement. Please include one example study of a similar nature in your proposal packet.	20%

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Qualifications and Experience of Proposed Staff	Demonstrated technical expertise, experience, and ability of consultant. A diverse team that can address variety of issues is a plus.	20%
Past Performance on Similar Projects	Success on previous projects in the way of project quality, budget, schedule, and cost control. Considered are references from past projects.	20%
Project Understanding	Knowledge of project area, background, needs, goals, limitations, and special considerations. This category includes proposed approach to completing project work.	20%
Ability to meet project schedule	Demonstrated time and resources to stay on schedule and meet desired project completion date.	10%
Project Cost	Total cost of the proposal with all primary objectives met.	10%

The participating entities will evaluate all submittals to determine which Consultants have the experience and qualifications that are the best fit for this project. Entities may request interviews with Consultants and/or additional information which may include, but is not limited to, the following: detailed methodology description; work program details; project management methods; communication methods with the entity representatives and the public (i.e. project progress, reviews, public meeting opportunities, etc.); identification of key personnel and project roles; and data expected to be provided by the project partners.

TENTATIVE SELECTION AND PROJECT SCHEDULE

July 21, 2023	RFP released
July 31, 2023	Written Question Deadline
August 4, 2023	Questions and Answers available on website by 5:00 p.m.
August 18, 2023	Proposals Due
August 21-31, 2023	Proposal Review/Interviews/Selection by subcommittee
September 1, 2023	Notice of Award
September 1-20, 2023	Contract Negotiation
October 3, 2023	Contract Authorization
October 2023	Project Kickoff
April 15, 2024	Project Completion (including a 30-day public comment period)

All written questions shall be submitted to Zulima Lopez at zlopez@casperwy.gov by 4 p.m. local time, Friday, July 31, 2023. The answers to these questions will then be posted as an addendum to this RFP on the City of Casper website: http://casperwy.gov/business/public_notices/) by 5 p.m. local time on August 4, 2023. **The signed addendum must be included with each proposal.**

Conflicts of Interest:

Each proposing firm shall specifically address any possible conflicts of interest and the Consultant's position or response as to whether or not such other work or relationship may be deemed a conflict of interest with this study.

Special Qualifications:

The qualification statement shall identify any specific credentials that might make the Consultant uniquely skilled to provide the requested services. These may include similar work experience related to another

community of similar size or a project of similar design.

Subcontractors:

The Consultant shall be responsible to retain and pay for the services of any subcontractor necessary to complete the work. The use of local subcontractors is encouraged. The participating entity representatives and the Consultant must mutually agree to the use of any subcontractor whom the Consultant desires to retain.

Ownership:

The participating entity partners will retain full ownership of any and all data and materials derived from this project. The entities will also retain full control of the distribution and use of the data. The Consultant is prohibited from using or redistributing the data without prior approval of the participating entities.

Response Material Ownership:

The material submitted in response to the RFP becomes the property of the participating entities and will only be returned to the Consultant at the group's option. Responses may be reviewed by any person after a contract is entered into with the successful Consultant. The participating entities have the right to use any or all ideas presented in reply to this request. Disqualification of a Consultant does not eliminate this right.

Acceptance of Proposal Content:

The contents of the proposal of the successful Consultant may become a contractual obligation if the participating entities wish to execute a contract based on the submitted proposal. Failure of the successful Consultant to accept these obligations in a contract may result in cancellation of the award and such Consultant may be removed from future solicitations.

Project Budget

A detailed and complete line item project budget for all phases of agreed upon work and scope shall be developed following the notification of consultant selection. In the event of a failure by the Consultant and the participating entities to reach a satisfactory agreement on scope of work and budget, negotiations will be terminated and another Consultant will be selected.

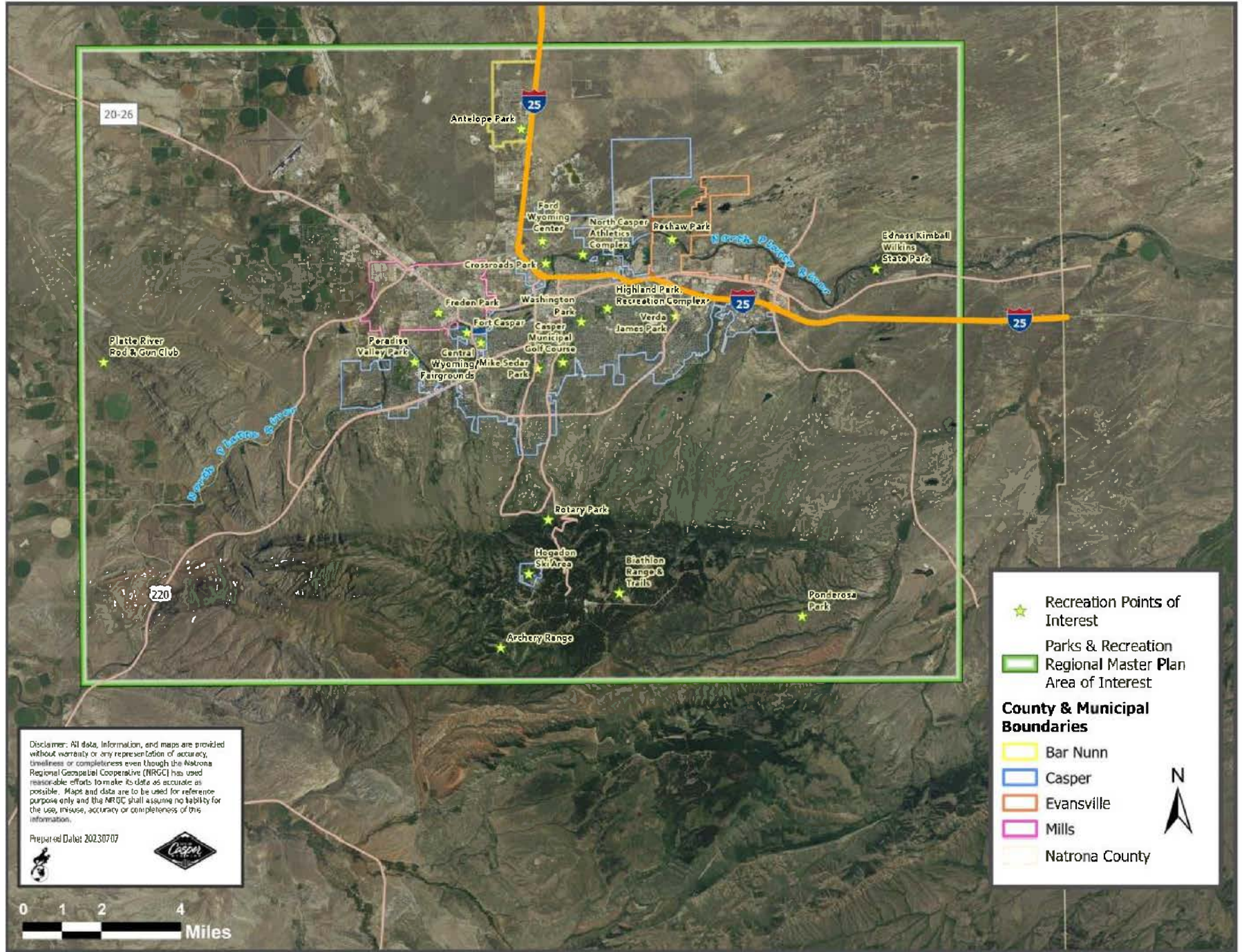
Reference Checks:

The participating entities reserve the right to contact any reference or any client listed in the documents for information which may be helpful in evaluating the Consultant's performance on previous assignments. Consultant shall include a list of organizations (local and otherwise) for this purpose.


Personnel Changes:



The participating entities reserve the right to re-negotiate or terminate the contract if there is a significant (50%) change in the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

Attachment A: Map of Study Area



July 26, 2023

MEMO TO: City Council
J. Carter Napier, City Manager 

FROM: Eric K. Nelson, City Attorney 
Keith McPheeters, Police Chief
Ryan Dabney, Police Captain 

SUBJECT: Metro Animal Services' Trap Neuter and Return (TNR) Program

Meeting Type & Date:

Pre-Meeting
August 1, 2023

Action type:

Information and direction requested.

Recommendation:

That the City Council review the information herein and provide direction concerning a proposed ordinance amending Chapter 6.04 of the Casper Municipal Code that would facilitate Metro Animal Services in establishing and operating a trial trap, neuter, and return (TNR) program in our community.

Summary:

At the July 11, 2023, Work Session, City Council received information and a proposed resolution regarding the opportunity to establish a trial trap, neuter, and return (TNR) program with the goal of humanely reducing the number of, and nuisance complaints associated with, feral cats in our community. The draft resolution is again submitted in the August 1, 2023, City Council Pre-Meeting packet for Council's review.

The City's ordinances concerning animal care and control are codified in the Casper Municipal Code Chapter 6.04. After review of these ordinances, it has been determined that in order to implement a TNR program, the Municipal Code must be amended to align with the objectives of the program.

Staff is requesting City Council to consider the resolution included in the August 1, 2023, City Council packet, and if City Council desires to adopt the resolution, provide staff direction to establish a public hearing concerning an ordinance amending various sections of Chapter 6.04 of the Casper Municipal Code at the August 15, 2023, City Council meeting, to be held on September 5, 2023.

Financial Considerations:

Funding sources concerning the trial TNR program are not allocated at this time.

Oversight/Project Responsibility

Keith McPheeters, Police Chief

Ryan Dabney, Police Captain

Eric K. Nelson, City Attorney

Attachments

Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING METROPOLITAN ANIMAL SERVICES PARTICIPATION IN A COMMUNITY TRAP NEUTER AND RETURN (TNR) PROGRAM

WHEREAS, the City of Casper wants to improve the quality of life and bring positive changes for the community cats in our city by humanely reducing the number of feral cats and nuisance complaints associated with unsterilized cats; and

WHEREAS, the City of Casper seeks to decrease the impact feral cats have on wildlife and to increase the number of cats vaccinated for rabies; and

WHEREAS, the Casper City Council finds it is in the best interest of residents to participate in a TNR program that aligns with industry best practices, operating in cooperation with community organizations and Metropolitan Animal Services; and

WHEREAS, TNR programs are recognized by The Humane Society of the United States and Best Friends Animal Society, as a humane way to manage the overpopulation of feral cats within communities; and

WHEREAS, the City of Casper will participate in this program on a trial basis, which will allow both the City and Metropolitan Animal Services the opportunity to assess the program's data and effectiveness; and

WHEREAS, if after a trial period data indicates the TNR Program is not effective in reducing the overall feral cat population; is not effective in reducing nuisance complaints; is not effective in reducing non-live outcomes of cats from the shelter; is negatively impacting our residents' health, property, or fiscal resources; is negatively impacting our wildlife populations; the City and Metropolitan Animal Services will work to modify the program as necessary or opt out of the program.

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements outlined in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council of the City of Casper, Wyoming, authorizes the participation in a TNR Program that aligns with industry best practices and is administered by Metropolitan Animal Services.

SECTION 3: SEVERABILITY. If any section, part, or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is

expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Bruce Knell
Mayor

DRAFT