

Date: \_\_\_\_\_, 20\_\_\_\_

## CITY OF CASPER FAÇADE/STOREFRONT RENOVATION GRANT PROGRAM

Old Yellowstone District (OYD) and Downtown Casper

### POLICIES AND PROCEDURES

#### CHAPTER 1 – PROGRAM GOALS AND OBJECTIVES

##### 1.1 - Introduction

The policies and procedures herein are applicable for the City of Casper Facade/Storefront Renovation Grant Program financed through the use of Community Development Block Grant (CDBG) funds under the national objective to facilitate the removal of slum and blight. The Old Yellowstone District (OYD) urban renewal area, as well as the adjacent downtown Casper business district, has an assortment of buildings, some of which have historic and architecturally significant features. It is the intent of this grant program to provide financial incentives to property owners and business people in the central business district to assist them in renovating and rehabilitating the facade on storefronts of their buildings to achieve compliance with the goals and intentions of the Form-Based Code adopted by the City Council on June 17, 2008.

##### 1.2 - Program Objectives

The primary objective of the City of Casper Facade/Storefront Renovation Grant Program is to revitalize the urban renewal area and central business district by preserving and renovating the existing building storefronts. In addition to improving the building facade, the program will provide an incentive for complete rehabilitation of structures. Rehabilitation means a process of returning a property to the state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic/architectural and cultural values.

The matching grant program is designed to provide financial assistance to property owners to accomplish program objectives that they would not otherwise be able to fund through their business.

##### 1.3 - Project Goals

Specific goals for the City of Casper Facade/Storefront Renovation Grant Program are as follows:

1. To reduce blight influence and to prevent further deterioration of commercial and mixed use properties in the urban renewal area and central business district. (Blight is defined as the condition of a structure

when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare).

2. To eliminate conditions detrimental to the health, safety, and welfare of the residents and users of the downtown core area.
3. To renovate and preserve properties of special value for historical/architectural or aesthetic reasons.
4. To benefit the entire community by preserving a pleasing and aesthetically acceptable downtown and OYD shopping district.
5. To preserve existing building stock.
6. To revitalize the Old Yellowstone District and Central Business District as a viable, economic, and cultural assets of the City of Casper.

#### 1.4 - Program Description

The City of Casper Facade/Storefront Renovation Grant Program is designed to provide financial assistance through a matching grant to owners of property in the Old Yellowstone District or downtown who desire to renovate their buildings and meet the City of Casper Community Development Department requirements and the Old Yellowstone District design standards outlined in the Form-Based Code. CDBG funds allocated for the City of Casper Facade Renovation Grant Program must be used for the following:

A facade matching grant, up to ten thousand dollars (\$10,000), for property owners of buildings located in the Old Yellowstone District or downtown core area.

## CHAPTER 2 – ADMINISTRATION

### 2.1 – General

The City of Casper Facade/Storefront Renovation Grant Program will be administered by the City of Casper Urban Renewal Division. The Urban Renewal Division will confirm eligibility for the program from the Application (Exhibit “A”) based on the criteria outlined in Chapters 3 and 4 of these Policies and Procedures, and forward all qualified applicants to the Architectural Review Committee for review and approval of design plans.

## 2.2 – Designated Program Area

The designated program area is the Old Yellowstone District redevelopment area, and downtown core area of Casper, as identified on the map (Exhibit “B”).

## 2.3 – Non-discrimination

Section 1.9 of the Housing and Community Development Act of 1974 requires that no one shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded with CDBG Grant Funds. In addition, any property owner as a condition to obtaining a renovation grant must comply with all applicable requirements and codes pursuant to regulations effectuating Title VI of the Civil Rights Act 1968, regarding a sale, lease, rental, use or occupancy of his or her property.

## 2.4 – Relocation

The City of Casper shall not provide matching grant funding to any renovation activity that will require the vacating of any property or the relocation of any of the habitants thereof.

## 2.5 – Exceptions

Any exceptions concerning these policies and procedures may be brought to the Urban Renewal Division for discussion with the Architectural Review Committee. All questions shall be submitted in writing and should address the following:

1. State a specific policy provision for which the exception is requested.
2. Clearly describe the specific circumstances and facts on which the request for an exception to the Policies and Procedures is based.
3. State the reasons why he/she believes the exception is warranted and under what circumstances.

The Architectural Review Committee, as defined in their Rules of Procedure, has the authority to grant or deny an exception related to the architectural and site plan design for development proposals.

## 2.6 – Amendments

The Urban Renewal Division and Architectural Review Committee reserve the right to amend these regulations from time to time as they deem necessary.

## CHAPTER 3 – THE ELIGIBILITY REQUIREMENTS

### 3.1 – General

In order to be eligible for the grant program:

1. The building must be located in the redevelopment or downtown areas, identified in Exhibit “B.”
2. The applicant must be an owner of title to the land as recorded in the office of the County Clerk.
3. All property taxes on the subject property must be current prior to submitting an application.

### 3.2 – Federal Requirements

1. If the building or structure on the real property is over fifty (50) years in age, then the application MUST be reviewed and commented on by the State Historic Preservation Office (SHPO) per federal regulations overseeing Community Development Block Grant (CDBG) funds by the U.S. Department of Housing and Urban Development (HUD). Allow 30 additional days for this process. In addition, the Business shall pay for and provide the City’s Housing and Community Development staff with the results of an Environmental Review Record, prepared by a licensed environmental firm, in accordance with HUD Environmental Regulations found at 24 C.F.R. § 58.15.
2. If the grant request is over two thousand dollars (\$2,000.00), then the Davis-Bacon Act requires the payment of prevailing wages rates to all laborers involved in the project. The U.S. Department of Housing and Urban Development (HUD) mandates the City’s Housing and Community Development staff to set up a pre-construction meeting with the applicant before any work on the project begins. Weekly wage reports will be required.

## CHAPTER 4 – FACADE/STOREFRONT GRANT LIMITATIONS

### 4.1 - Individual Grant Fund Amount

A maximum grant of up to fifty percent (50%) of the actual cost of the facade renovation not to exceed ten thousand dollars (\$10,000.00) per building is

available from CDBG funds. The total grant program has a budget maximum of fifty thousand dollars (\$50,000) for the year, and will be processed on a first-come, first-served basis.

#### 4.2 - Definition of Eligible Facade

The storefront and/or facade must be visible from a dedicated public street. The first floor of the building must be commercial or office space, not residential. The second, or higher stories, may be a mix of uses including residential.

1. A storefront is the portion of a ground floor building, occupied by a use which is separate from adjoining buildings and in which a major entrance is located.
2. A façade is the front of the building, including parapet walls, facing a public street. Double frontages, corner lots, and/or through lots which may have more than one major entrance also qualify.

#### 4.3 – Eligible Improvements

Facade/storefront renovation grants shall be used to restore the original character of the building or for a new design, outlined in the Form-Based Code (if the property is located in the Old Yellowstone District), and approved by the Architectural Review Committee. Eligible improvements include the following:

1. Exterior painting, repointing and tuck pointing of masonry, cleaning.
2. Restoration of original architectural details, including removal of added facades to restore original architecture, if this restoration is not in conflict with the Form-Based Code.
3. Overall replacement of architectural elements which have structural problems.
4. The addition and replacement of awnings.
5. Removal of an existing sign and sign supports.
6. Purchase and installation of new signs or façade lighting.
7. Replacement, or restoration, of windows, doors; framing of facades/storefront kick plate etc.
8. The replacement or repair of roofing.

#### 4.4 – Ineligible Improvements

Those improvements made to abate the property of major code violations are ineligible for a facade/storefront rehabilitation grant. Ineligible improvements include such items as:

1. Interior improvements to the building.
2. Electrical, mechanical, and plumbing work except as related to signing and storefront remodeling.
3. Chimney repairs.
4. Illegal signs.
5. Costs associated with the preparation of bids.

#### 4.5 – Project Plans and Specifications Along with Architectural Drawings

Project plans and specifications, along with architectural and/or technical drawings for all properties proposed for rehabilitation and renovation under the City of Casper Façade/Storefront Renovation Grant Program shall be submitted to the Urban Renewal Division and Architectural Review Committee and staff for review and approval. The review and approval will be based on the criteria identified in the Casper Community Development Department requirements and/or the Old Yellowstone District design standards in the Form-Based Code, depending on the location of the property.

#### 4.6 – Project Time Frame

Successful applicants must complete their project within one calendar year (365 days) of the date of the Agreement with the City of Casper to receive the full amount of the grant request. Should the one-year time frame expire before completion, the applicant must request an extension, in person, to the Architectural Review Committee, who has the authority to grant or deny the extension. The maximum extension time is ninety (90) days, and must be requested no later than thirty (30) days before the expiration date. If the extension request is not received by the deadline, the project will not receive the grant.

### CHAPTER 5 – APPLICATION AND AGREEMENT

#### 5.1 – Application

1. The property owner interested in obtaining a facade/storefront grant shall apply to the Urban Renewal Division on a specific form available through

that City office, and attached as Exhibit "A."

2. Priority for all grants shall be given to those property owners who are fully utilizing all above ground floors of the building(s) for which a grant has been requested.
3. A successful applicant may only apply for a grant once, on a specific building façade. Applicants may apply for a grant on different properties, but only one award will be made to the applicant on an annual basis.

### 5.2 – Contracts

1. Upon approval of the application by the Architectural Review Committee, the owner shall execute an agreement with the City (attached as Exhibit "C") for the reimbursement of the expenses incurred for the façade work, up to fifty percent (50%) of the actual cost of the façade and not to exceed ten thousand dollars (\$10,000) per project, upon completion of approved project.
2. Prior to disbursement of CDBG funds, applicant must provide the Urban Renewal Division with written proof, in a form acceptable to the Urban Renewal Manager, that funding for the remainder of the cost of the renovation has been secured.
3. All alterations, repairs, improvements, and additions must be fully described and made a part of said agreement, and shall be in compliance with the City of Casper building codes.

### 5.3 - Covenants

The property owner, in executing the agreement with the City, shall agree to covenant for him/herself, his/her heirs, executors, successors, and assigns, that he/she will maintain and keep in good repair the work completed under said contract for a period of five (5) years and that he/she will retain the integrity of the design and character of the work done under said contract for a period of five years.

### 5.4 – Hold Harmless

The owner shall agree, upon execution of the agreement with the City, to indemnify and hold harmless the City of Casper, its employees, officers, council members, officials, agents, and members of its boards or commissions, from all claims, suits, liabilities or judgments for injury or injuries to persons injured, or destruction to owners buildings, grounds or adjacent buildings on grounds, loss to or interruption of the

business, or commerce of the owner and the owners tenants or agents due to work performed under said agreement.

#### CHAPTER 6 – DESIGN REVIEW

For the purpose of this program, the Architectural Review Committee shall serve as a review team for all facade/storefront improvements. Written comments must be solicited from the State Historic Preservation Office (SHPO), and may be solicited from the Wyoming Main Street Design Committee and staff.



**CITY OF CASPER FACADE/STOREFRONT RENOVATION GRANT  
PROGRAM**

**Old Yellowstone District (OYD) and Downtown Casper**

**APPLICATION**

This grant can cover up to 50% of project expenses up to a maximum of ten thousand dollars (\$10,000). Expenses will be reimbursed to the applicant upon completion of the approved project, inspections by the City of Casper building department, and physical review by representatives of the City of Casper Architectural Review Committee. Should the applicant's final approved project exceed the scope of the original application to the Architectural Review Committee, the applicant will have sole financial responsibility for all work in excess of the original approved project.

The matching grant program is designed to provide financial assistance to property owners to renovate existing building storefronts that they would not otherwise be able to fund through their business, in order to accomplish the program objectives outlined in the Policy.

In order to be eligible for the grant, all City taxes and utility obligations must be current.

Expect three to four weeks from the time the application is received in our office to the time the loan application process is complete. A complete application consists of this completed form and all necessary supporting documentation:

**Owner of Business/Applicant**

Name of the Business \_\_\_\_\_

Type of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Property Owner (if different from Applicant)**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Proposed Building/Façade Renovation Project**

Written description of proposed project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anticipated completion date \_\_\_\_\_

**Cost Estimates for Improvements:**

Exterior Façade Rehabilitation	\$ _____
Awnings/Sign Work	\$ _____
Façade Lighting	\$ _____
Street to store front entries, first floor door and window repairs & replacements	\$ _____
Total Estimated Cost	\$ _____
Grant Request Amount	\$ _____

**Supporting documentation attached (check items and submit 3 sets):**

- a. \_\_\_\_\_ Copies of at least two (2) bid proposals.
- b. \_\_\_\_\_ Final work orders and/or estimates for planned improvement.
- c. \_\_\_\_\_ Detailed drawing or sketches of proposed work
- d. \_\_\_\_\_ Two (2) different photographs of entire façade and/or areas of work.
- e. \_\_\_\_\_ Copy of O & E/Title Report

**Next Steps:**

1. If the building or structure located on the applicant's real property is over 50 years in age, then the application MUST be reviewed and commented on by the State Historic Preservation Office (SHPO) per federal regulations overseeing Community Development Block Grant funds. Allow at least thirty (30) additional days for this process. In addition, the Business shall pay for and provide the City's Housing and Community Development staff with the results of an Environmental Review Record, prepared by a licensed environmental firm, in accordance with HUD Environmental Regulations found at 24 C.F.R. § 58.15.

2. If the grant request is over two thousand dollars (\$2,000), then the Davis-Bacon Act requires the payment of prevailing wages rates to all laborers involved in the project. The City's Housing and Community Development staff will set up a pre-construction meeting with the applicant, and weekly reports will be required.
3. After #1 and #2 are completed, if required, the Applicant will execute an Agreement with the City of Casper within thirty (30) days of the application's approval with terms and conditions in substantial conformance with the sample agreement attached hereto.
4. Work commences.

Note: Work performed with funds awarded under this grant program must be completed within 365 calendar day of the execution of the Agreement with the City.

**Property Owner(s) Signature:**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

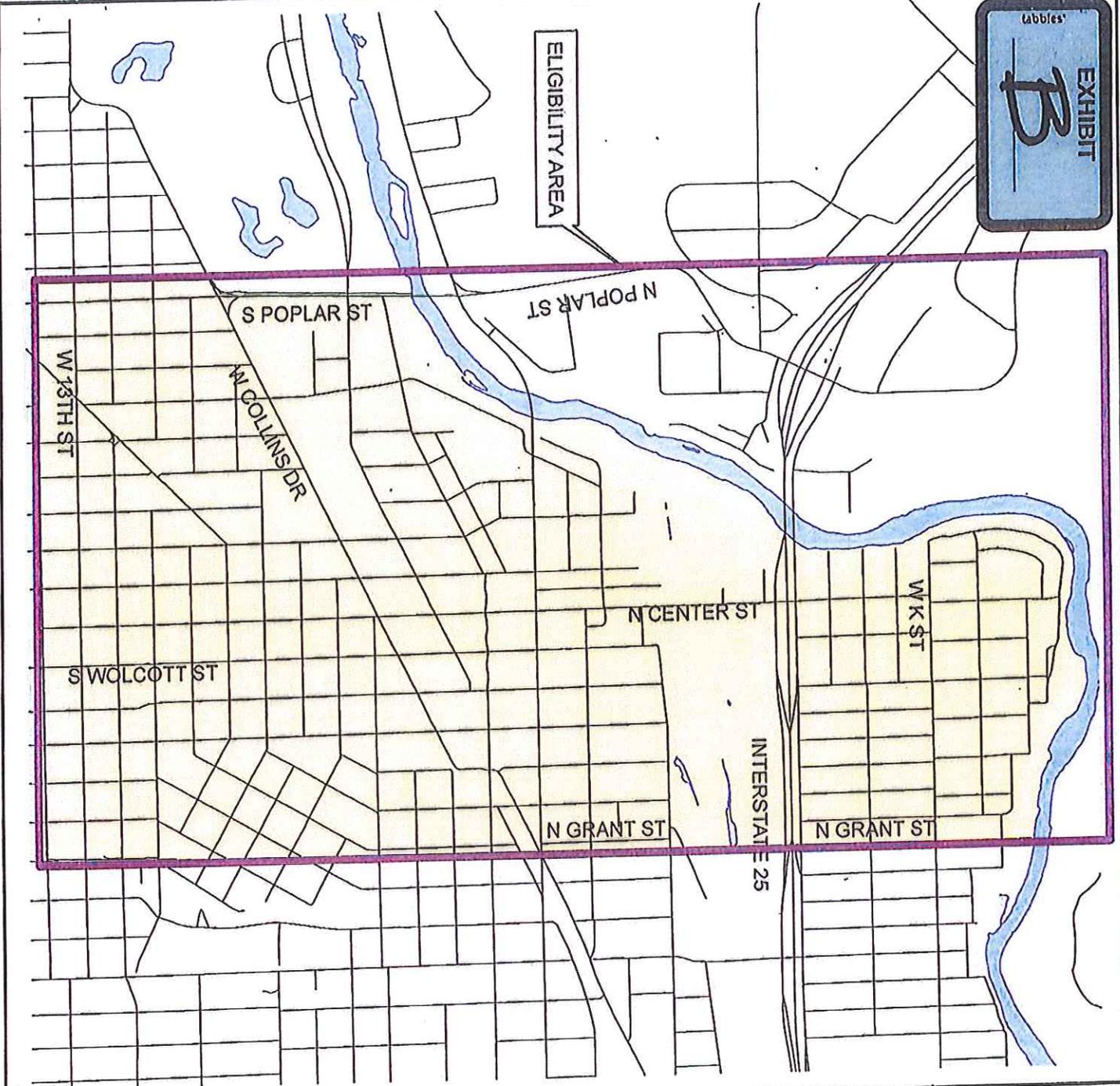
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

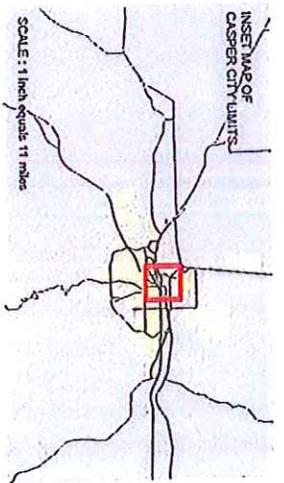
Date: \_\_\_\_\_



**Eligibility Areas  
for  
City of Casper  
Facade/Storefront Renovation  
Grant Program**

- Streets
- North Platte River
- OYD and Downtown Core

Eligibility Areas are part of Census Tract 200 and 700 where 51% of the residents are at, or below, 80% of median income.



CITY OF CASPER  
200 N DAVIS ST  
CASPER WY 82001

All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness, even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are not to be used for reference purposes only and the City of Casper shall not be held liable for the use, misuse, accuracy or completeness of this information.

SCALE: 1 inch equals 1,000 feet  
0 1,000

April 20, 2011



**CITY OF CASPER  
FACADE/STOREFRONT RENOVATION 50% MATCHING GRANT  
PROGRAM**

**Old Yellowstone District (OYD) and Downtown Casper**

**SAMPLE AGREEMENT**

**PART I - AGREEMENT**

This Agreement ("Contract") is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Name, Address, City, Wyoming, zip code ("Business").

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

**RECITALS**

A. The City has created a program financed through the use of Community Development Block Grant (CDBG) funds under the economic opportunity objective, and blight removal objective, defined in the Annual Action Plan to carry out a Façade/Storefront Renovation 50% Matching Grant Program with businesses eligible for participation in the program.

B. The purpose of the Façade/Storefront Renovation 50% Matching Grant Program (hereinafter referred to as "Program") is to encourage the improvements and renovations of the Old Yellowstone District (OYD) and downtown Casper building facades, with the goal that such investments will generate new business development and serve to improve the overall economic condition of the City of Casper.

C. The objective of the Program is to provide a financing mechanism which will make business improvements in the OYD and downtown Casper financially feasible or economically more viable than it would be without the benefit of this Program, and that such inducements will help maintain and expand business activity and attract new business investments which might otherwise not occur.

D. The City has determined that the activities to be undertaken by the Business fit the criteria established under the Program.

E. The required documentation is complete as follows:

1. A completed Application Form (attached as Exhibit 1);
2. Detailed drawing or sketches of proposed work (attached as Exhibit 2);
3. Two (2) different photographs of entire façade and/or areas of work (attached as Exhibit 3);
4. A site visit attendance form from the City of Casper Architectural Review Committee and Housing and Community Development staff (attached as Exhibit 4);
5. A copy of the Davis-Bacon wage rate Pre-Construction meeting attendance Sheets, if applicable (attached as Exhibit 5), and;
6. A copy of the communication from the State Historic Preservation Office (SHPO) with comments about the proposed project (attached as Exhibit 6), if applicable.

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

1. SCOPE OF SERVICES:

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

- [This section will describe the scope of work that will be carried out by the Business in renovating its façade/store-front].

2. TIME OF PERFORMANCE:

The Business must complete the project within one calendar year (365 days) of the approval date of this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Business shall be compensated in accordance with paragraph 1, not to exceed a lump sum of \*\*\*Dollars (\$\*\*\*).

4. METHOD OF PAYMENT:

Upon completion of the approved project, payment will be made following receipt of an itemized invoice from the Business and written proof in a form acceptable to the City that fifty percent (50%) of that invoice has already been paid for by the Business.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

IN WITNESS WHEREOF, the parties hereto are legally bound and have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Thomas O. Forslund  
City Manager

BUSINESS  
\*\*\* (Name of Business)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **PART II - GENERAL TERMS AND CONDITIONS**

### **1. TERMINATION OF AGREEMENT:**

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

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

### **2. CHANGES:**

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

### **3. ASSIGNABILITY:**

The Business 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: provided, however, that claims for money due or to become due the Business from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Business shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Business shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited, to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business 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 Business 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 Business under this Agreement shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Business may, at no additional expense to the City, make and retain such additional copies thereof as Business 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 Business 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 Business under this Agreement are confidential and shall not be made available to any individual or organization by the Business without the prior written consent of the City.

8. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Wyoming. The Business 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 Business 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 Business, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Business shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTORS:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Business shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Business and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Business's negligent operations in connection with the performance of this Agreement.

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not applicable

11.2 Business shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Agreement. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

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

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

11.5 It is recognized by and between the parties to this Agreement that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Agreement, or any subsequent terms, then such insurance as outlined above from Business shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Agreement.

11.6 The Business shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

Business 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 Business shall perform all of the services for the compensation set forth in this Agreement. Business 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. Business agrees that it has carefully examined the scope of services, and that the compensation is adequate for performance of this Agreement.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

15. COPYRIGHT & TRADEMARK:

15.1 If the building or structure on the real property is over fifty (50) years in age, then the Business agrees and understands that its application must be reviewed and commented on by the State Historic Preservation Office (SHPO) per federal regulations overseeing Community Development Block Grant (CDBG) funds by the U.S. Department of Housing and Urban Development (HUD). In consideration of accepting the compensation under this Contract, the Business agrees to perform all obligations required of it under the governing regulations.

15.2 In addition, if the building or structure on the real property is over fifty (50) years in age, the Business shall pay for and provide the City's Housing and Community Development staff with the results of an Environmental Review Record, prepared by a licensed environmental firm, in accordance with HUD Environmental Regulations found at 24 C.F.R. § 58.15.

16. WAGE RATE REQUIREMENTS

All laborers and mechanics employed by the Business, contractors or subcontractors on projects funded directly by or assisted in whole or in part by and through this grant program shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See 2 CFR §§176.80 et seq. See also <http://www.dol.gov/esa/whd/contracts/dbra.htm> (re Davis Bacon).

Business shall post a copy of the wage determination and the Davis-Bacon poster at the job site in a prominent and accessible place where it can be easily seen by workers.

The minimum federal wage rates are also currently available from the Department of Labor via the Internet at <http://www.gpo.gov/davisbacon>. Click on "Browse all determination by State" then click on "Wyoming." State prevailing wage rates are available from the State Department of Industrial Relations, Division of Labor Statistics, via the Internet at <http://www.dir.ca.gov/DLSR/pwd/>.