



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Brook Kaufman, Commissioner
Jim Milne, Commissioner

Tuesday, October 6, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
Large Courtroom, 2nd Floor

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF CONSENT AGENDA

V. PUBLIC HEARING

A. CUP20-7 Land Reclamation and drainage improvements not associated with a building permit 3946
Douglass Rd. **TABLED**

B. PS20-3 A request to subdivide a 72.45 acre parcel of land into four lots ranging in size from 12 to 25
acres.

VI. PUBLIC COMMENTS

VII. COMMISSIONER COMMENTS

VIII. ADJOURNMENT

Agendas are subject to amendments



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Brook Kaufman, Commissioner
Jim Milne, Commissioner

CONSENT AGENDA

Tuesday, October 6, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
Large Courtroom, 2nd Floor

I. APPROVAL OF SEPTEMBER 15, 2020 MEETING MINUTES

II. APPROVAL OF BILLS \$2,601,748.63

III. CONTRACTS, AGREEMENTS, RESOLUTIONS:

- A. Ratification of Contract between WY Department of Family Services (DFS) and NC BOCC –TAFN
CPI
- B. Resolution 51-20 Naming Serenity Ranch Road
- C. Notice of Award: Alcova Reservoir Road Surfacing and Drainage Improvements-71 Construction Agreement between Owner and Contractor
- D. ESRI Regional Government Enterprise Agreement-City of Casper
- E. Bureau of Reclamation (BOR) Surveys Boundaries at the Casper Boat Club and Casper Water ski Club

IV. LICENSES:

- A. Spellbound Energy, LLC-West Poison Spider Road/CR#201-Flowline Rd Boring (Cased)-lic. #29-20-22
- B. Rocky Mountain Power-Schlager Rd-Overhead Primary Conductor-lic. #29-20-23

V. STATEMENT OF EARNINGS: Mountain \$1,195.00; Lake \$16,771.25; R & B \$50.00; Planning \$44,669.74

VI. TAXROLL CORRECTION 2019: WYOMING MEDICAL CENTER \$-4235.42; WYOMING MEDICAL CENTER \$-519.48; WYOMING MEDICAL CENTER \$-5654.81; WYOMING MEDICAL CENTER \$-11490.68; WYOMING MEDICAL CENTER \$-1910.88; PITMAN, RANDY L \$-2988.85; PHILIPS HEALTHCARE INFORMATION INC \$-14.72

TAXROLL CORRECTION 2020: SOUKUP, JAMES \$-520.58; GRAHAM BROWN LLC \$-280.41; VOID SALUTIS, LLC \$-222.13; ADAMS, KATHLEEN A \$-47.96; SECHRIST, DAVID \$-41.08; SECHRIST, DAVID \$-26.88; 5 N LLC \$-144.19; KITTINGER, DANIEL L \$-87.31
CASPER HEAVENLY VIEW LLC \$-1107.71; ALCOVA LAKE RANCH LLC \$-852.22; ALCOVA LAKE RANCH LLC \$-805.59; ALCOVA LAKE RANCH LLC \$-892.75; ALCOVA LAKE RANCH LLC \$-878.64; GRAY, JAN CHARLES \$-75.56; J&G LANDSCAPING INC \$-245.20; ZEPHYR ESTATES LLC \$-608.50; FORD, RICKY \$-2797.27; JTL GROUP DBA: KNIFE RIVER INC \$-2031.47; FT INVESTMENTS \$-1388.77; BME DEVELOPMENT LLC \$-836.41; BME DEVELOPMENT LLC \$-786.58; BME DEVELOPMENT LLC \$-915.36; BME DEVELOPMENT LLC \$-905.04; BME DEVELOPMENT LLC \$-774.15; LOUCKS, BUNKY \$-487.27; LUCKS, CARK \$-301.40; RICHARD R MEANS LIVING TRUST \$-242.09; PITMAN, RANDY \$-7.88; BURGESS, ANDREW \$-651.88; BURGESS, ANDREW \$-398.92; MONTGOMERY, ROBERT \$-284.19; MONTGOMERY, ROBERT \$-114.46L PAYTON, ROBERT R \$-19.82; WALSH, BECKY \$-1481.15; WALSH, BECKY \$-2398.96; WALSH, BECKY \$-2086.05; NELSON, ELIZABETH A \$-734.30; WIGGINS, SHAWN J \$-25.66; DEBORAH & TIMOTHY WEAVER TRUST \$-375.36; SVEJKOVSKY, JEFFERY \$-186.36; SVEJKOVSKY, JEFFERY \$-393.97; JTL GROUP INC \$-1464.65; JTL GROUP INC \$-1375.73

Agendas are subject to amendments

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
September 15, 2020

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Rob Hendry. Those in attendance were Commissioner Chairman Paul Bertoglio, Commissioner Jim Milne, Commissioner Brook Kaufman, Commissioner Forrest Chadwick, County Attorney Eric Nelson, Clerk Tracy Good and Commissioners' Assistant Michelle Maines

Consent Agenda:

Commissioner Chadwick moved for approval of the Consent Agenda. Commissioner Bertoglio seconded the motion. Motion carried.

Public Hearings

B. ZC20-2

Jason Gutierrez, Development Director reported this is a request to change the zoning district classification of 43 acres, from Ranching Agricultural, and Mining (RAM) to Urban Agriculture (UA).

Chairman Hendry opened the public hearing.

Speaking favor: Keith Nachbar, legal representation for applicants Page & Cook.

Speaking in opposition: Curtis Li (Casper), Harvey, Gloe (Casper)

Hearing no further comments in opposition. Chairman Hendry closed the public hearing.

Commissioner Bertoglio moved for approval of the Zone Change. Commissioner Kaufman seconded the motion. Commissioner Milne abstained due to possible conflict. Commissioner Bertoglio and Commissioner Kaufman voted in favor. Commissioner Chadwick and Chairman Hendry voted in opposition. Motion failed.

C. TA20-2

Jason Gutierrez, Development Director reported this a request by the Planning Department to amend the Planning Department Fee Schedule.

Chairman Hendry opened the public hearing.

Hearing no comments in favor or opposition. Chairman Hendry closed the public hearing.

Commissioner Chadwick moved for approval of the Text Amendment effective immediately. Commissioner Bertoglio seconded the motion. Commissioner Milne amended the motion effective January 1, 2021. Commissioner Kaufman seconded the amendment. Amendment carried. Motion carried.

D. Adoption of the 2020 National Electric Code (Resolution 44-20)

Jason Gutierrez, Development Director gave a brief report.

Chairman Hendry opened the public hearing.

Hearing no comments in favor or opposition. Chairman Hendry closed the public hearing.

Commissioner Milne moved for approval of 2020 National Electric Code without staff's recommendation. Commissioner Bertoglio seconded the motion. Commissioner Bertoglio amended his second to include the 3 recommendation of staff finding of facts. Commissioner Kaufman seconded the amendment. Amendment carried. Motion carried.

E. Adoption of the 2020 Building Department Fee schedule (Resolution 45-20)

Jason Gutierrez, Development Director gave a brief report.

Chairman Hendry opened the public hearing.

Hearing no comments in favor or opposition. Chairman Hendry closed the public hearing.

Commissioner Bertoglio moved for approval of the 2020 Building Department Fee schedule. Commissioner Bertoglio seconded the motion. Motion carried.

F. Adoption of the 2017 National Electric Safety Code (Resolution 46-20)

Jason Gutierrez, Development Director gave a brief report.

Chairman Hendry opened the public hearing.

Hearing no comments in favor or opposition. Chairman Hendry closed the public hearing.

Commissioner Chadwick moved for approval of the 2017 National Electric Safety Code. Commissioner Bertoglio seconded the motion. Commissioner Milne opposed. Motion carried.

Public Comments:

Chairman Hendry opened the floor to Public Comments.

Keith Nachbar (Casper), Alia Scott (Casper), Keith Rolland (Casper), Sean O'Brien (Casper).

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Hendry opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 6:16 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

Tracy Good

Newspaper listing for Bills 9/9/2020 through 9/29/2020

222 vendors listed

Total: \$ 2,601,748.63

12-24 CLUB INC \$2815.33	JIMENEZ, ROSALINDA \$100.00
71 CONSTRUCTION \$1607.20	JP ELECTRIC \$239.37
ABC LEGAL SVCS \$807.50	KAUFMAN, JAHNA K \$400.00
AFLAC PREMIUM HOLDING \$3181.91	KIESTER, JILL \$187.50
AIRGAS USA \$325.93	KONE INC \$42867.19
ALCO TARGET CO \$0.00	LEXISNEXIS MATTHEW BENDER \$562.92
ALCOHOL & DRUG TESTING \$13768.85	LIFETIME HEALTH & FITNESS \$819.10
ALSCO \$1043.36	LOGAN ALEXANDER \$110.60
AMAZON CAPITAL SVCS \$213.90	LUTZ, JASON \$55.93
AMBI MAIL & MARKETING \$11072.91	LYON COUNTY SHERIFF'S OFFICE \$70.00
AMERI-TECH EQUIPT CO \$284.10	MAO PHARMACY INC \$4695.25
ANIXTER \$72.40	MATTHEW BENDER & CO/DALLAS \$926.92
ATLAS OFFICE PROD \$1338.57	MCMURRY READY MIX \$28560.28
ATLAS REPRODUCTION INC \$139.00	MERBACK AWARD CO \$139.00
AXIS FORENSIC TOXICOLOGY \$1823.00	MERCER FAMILY RESOURCE CENTER \$5132.03
BATTERIES PLUS BULBS OF CASPER \$153.44	MIDWEST HOSE & SPECIALTY INC \$45.81
BEALL, DANIEL \$47.85	MIXER, WILLIAM G DBA WG3 \$250.00
BENNETT, THOMAS L MD \$9000.00	MOORE, CHRISTOPHER dba PRINTWORKS \$2110.10
BIG D OIL \$41.15	MOTOROLA SOLUTIONS \$12445.60
BIG O TIRES \$16.00	MOTOROLA SOLUTIONS INC \$1250.29
BILA, MARCUS \$53.03	MOUNTAIN WEST OILFIELD BODY DBA ALPINE \$56.98
BLACK HILLS ENERGY \$2700.85	MTN STATES LITHOGRAPHING \$5865.93
BLOEDORN LUMBER \$129.61	MULLEN, ROBERT L \$495.00
BOB BARKER INC \$1173.09	NAPA AUTO PARTS \$750.68
BRITTNEY DANIELS \$2100.00	NATIONAL TEST SYS \$2193.50
BROWN LAW OFFICE P.C. \$5922.50	NC EMPLOYEE \$349550.62
BRYANT, DEXTER AVEY \$142.90	NC TREASURER \$328891.22
BUSH-WELLS SPORTING GOODS \$0.00	NC WEED & PEST \$35.58
BUSINESS IMAGING SYS \$9623.06	NORCO SEATTLE \$1905.67
CA STATE DISBURSEMENT \$378.00	NORTON ROSE FULBRIGHT US LLP \$157346.69
CAPITAL BUSINESS SYS \$27495.37	OIL CITY DENTAL \$114.00
CAPITAL BUSINESS SYS INC \$340.82	OPENGOV \$24056.25
CASPER BUICK GMC CADILLAC \$165.45	ORDIWAY, JOHN DBA CASPER MTN COUNSELING \$1000.00
CASPER CHILDREN'S CENTER \$233.75	OUTPATIENT RADIOLOGY \$3218.50
CASPER FIRE EXTINGUISHER \$712.75	OVERHEAD DOOR CO \$3481.00
CASPER MEDICAL IMAGING PC \$1516.03	PEPPER TANK & CONTRACTING/GNB INC DBA \$225.00
CASPER MOUNTAIN BIATHLON CLUB \$36640.20	PLANNER PADS CO \$50.25
CASPER- NC HEALTH DEPARTMENT \$910.00	PORTER, MUIRHEADRNIA & HOWARD \$15000.00
CASPER ORTHOPAEDIC ASSOCIATES \$13543.30	POST AND ASSOCIATES \$800.00
CASPER TIRE INC \$12103.95	PREMIER VEHICLE INSTALLATION \$903.00
CASPER WINDOW & DOOR INC \$5954.62	PROCESS SVC OF WY INC \$1935.00
CASTEEL II, ROBERT S \$5598.85	R. A. D. ROOFING \$1250.00
CENTRAL FAIR AND RODEO \$409795.09	RECONNECT \$457.00
CENTURYLINK \$12028.17	REED, CHARMAINE A \$15.20
CIRCUIT COURT OF THE SEVENTH \$1225.45	REEVES, RICHARD \$39.78
CITY OF CASPER \$39731.49	RICOH USA INC \$199.69
CITY SVC ELECTRIC \$3042.00	RMI \$83.40
CIVIL AIR PATROL MAGAZINE \$145.00	RMP \$45315.15
CIVIL ENGINEERING PROFESSIONALS \$437.50	ROCKY MOUNTAIN INFECTIOUS DISEASES PC \$369.00
CLERK OF DISTRICT COURT \$7982.12	ROOTER SEWER SVC INC \$200.00
CMI-TECO/CASPER MFG TRUCK EQUIPT CO \$1276.51	ROSE BROS. \$2713.47
COASTAL CHEMICAL CO \$1962.12	RT COMMUNICATIONS INC \$40.52
COCA-COLA BOTTLING CO \$248.00	RUSSELL INDUSTRIES \$1399.05
COLONIAL LIFE & ACCIDENT INS \$73.47	SAGE SOFTWARE INC \$5977.50
COMMUNICATION TECHNOLOGIES INC \$185.00	SECRETARY OF STATE \$30.00
COMTRONIX \$573.00	SHAMROCK FOODS CO \$22333.56
CONCORDANCE HEALTHCARE SOLUTIONS \$908.70	SHOWTIME INDUSTRIES \$1074.00
CONVERGEONE INC \$33476.45	SINCLAIR FLEET TRACK \$992.80
CORNERSTONE PROGRAMS \$54.58	SIRCHIE FINGER PRINT LABORATORIES \$719.95
CORNERSTONE PROGRAMS CORP \$146861.00	SIX ROBBLEES' INC \$91.18
COTTON, TIMOTHY C PC \$7296.81	SMITH, JUSTIN \$260.00
COWBOY CHEMICAL \$2980.30	SOURCE OFFICE & TECHNOLOGY \$1439.28
CPS DISTRIBUTORS \$219.54	SPECTRUM \$1461.53
CROWLEY FLECK PLLP \$7289.00	SPRECHER ELECTRIC \$2.25
CST \$16033.12	STAPLES \$421.45
DECKER AUTO GLASS \$295.04	STERLING TALENT \$249.72

DEWITT WATER SYS \$251.15	STOTZ EQUIPT \$1548.77
DISTAD, ERIC A \$1350.00	SUMMIT ELECTRIC \$7155.18
DISTRICT ATTORNEY'S OFFICE \$660.10	THE MASTER'S TOUCH \$15750.00
DON A. DAVIS \$1500.00	THOMSON REUTERS \$191.76
DOOLEY OIL/CASPER \$54282.66	TLC CLEANING \$24500.00
DRUG TESTING SVCS NC \$699.00	TOWN OF MILLS/UTILITY SVC \$360.83
E & F TOWING TRANS & RECOVERY \$410.00	TRI-STATE TRUCK & EQUIPT \$34.88
EAGLE UNIFORM & SUPPLY CO \$1537.12	TY PICKETT & CO \$5700.00
EATON SALES & SVC \$3237.62	UNITED STATES POSTAL SVC \$106.00
ED JPB \$30655.50	UNITED WAY OF NC \$80.00
ELECTION SYS & SOFTWARE \$658.63	US FOODS \$4335.07
ELMRIDGE PROTECTION PROD \$1170.59	VERIZON \$5256.64
EMERGENCY MEDICAL PHYSICIANS \$4219.00	VITAL RECORDS CONTROL (VRC) \$525.35
ENERGY LABORATORIES INC \$44.00	VMG HEALTH \$77900.00
EXCEPTIONAL CLEANING SVC \$400.00	VOLIN, ANNE \$106.31
EXPRESS SVCS INC \$4357.67	W.A.R.M. PROPERTY INS POOL \$3489.38
FEDERAL EXPRESS \$6.98	WAGNER'S OUTDOOR OUTFITTERS \$85.65
FERGUSON ENT #109 \$331.79	WALK-N-ROLL \$640.64
FIRST INTERSTATE BANK \$27069.39	WARWS \$395.00
FLEETPRIDE \$297.50	WASHINGTON NATIONAL INS \$2617.37
FLOYD'S TRUCK CENTER \$193016.69	WASTE CONNECTIONS OF WY \$11844.59
FREMONT MOTOR CASPER INC \$271.70	WEAR PARTS INC \$760.21
G.A. SLEEP \$150.00	WESTERN SIGN & DESIGN \$140.00
GALLS \$112.50	WESTERN WY LOCK & SAFE \$12.50
GOOD, TRACY \$230.00	WHITE'S MOUNTAIN MOTORS \$393.20
GRAINGER \$1420.16	WIDDOSS, JASON \$41.40
GREEN'S SEWER & DRAIN SVC \$113.00	WILLOUGHBY, PHILLIP T. \$9000.00
GREENUP, JENNIFER L \$5000.00	WIMACTEL INC \$154.00
GREINER FORD OF CASPER \$143.33	WIND RIVER INVESTIGATIONS INC \$325.00
GROCE, NOHORA \$40.00	WLC ENGINEERING \$2975.38
HAASS CONSTRUCTION CO INC \$63257.44	WONDER WASH \$24.00
HARDEN, CHAD E \$5565.00	WOOD, CINDI ATTNY AT LAW \$5874.59
HEALTHSMART BENEFIT SOL \$944.00	WSFP WESTERN STATES FIRE PROT. DBA \$647.00
HENSLEY BATTERY \$472.69	WY CENTER FOR SIGHT \$180.00
HIGH PLAINS POWER INC \$3665.78	WY CHILD SUPPORT STATE DISBURSEMENT UNIT \$685.00
HOFFMAN, DONNA \$20.00	WY COUNTY & PROSECUTING ATTORNEY'S ASSOC. \$200.00
HOFFMAN, TYLER \$43.83	WY DEPT OF HEALTH/CHEMICAL TESTING PROGRAM \$3717.00
HOMAX OIL SALES INC \$1767.66	WY MACHINERY CO \$4704.71
HOOD'S EQUIPT \$410.59	WY MEDICAL CENTER INC \$20000.00
HOSE & RUBBER SUPPLY \$172.21	WY ORAL & MAXIOFACIAL SURGERY \$6715.00
INDUSTRIAL DISTRIBUTORS \$304.63	WY SAFETY SUPPLY INC \$890.00
INLAND TRUCK PARTS & SVC \$1117.45	WY SURGICAL CENTER \$1800.00
ISAIS, CHRISTINA \$40.93	WYDOT-FINANCIAL SVCS \$53.64
J. S. HELD \$5085.72	YOUTH CRISIS CENTER INC \$2500.00
JH MECHANICAL \$4390.43	ZERBE-ALME, KELLIE DBA ALL AREA PROCESS SVC \$1150.00

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND
NATRONA COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and the Natrona County Commissioners (Contractor), whose address is: 200 North Center, Room 157, Casper, Wyoming 82601.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), a community plan which will provide a continuum of services to Natrona County families as outlined in Attachment A, which is attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2020 or the Effective Date, whichever is later, through September 30, 2021. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5, below, and in Attachment A. Total payment under this Contract shall not exceed ninety-nine thousand five hundred dollars (\$99,500.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency. The federal source of funding for this Contract is the Temporary Assistance for Needy Families (TANF) grant, CFDA #93.558.
 - C. When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A;
 - B. Enhance sustainability beyond the funding period;

- C. Determine TANF eligibility for families participating in the program. Contractor shall ensure that the TANF Participant Application and Eligibility Form, which is attached to and incorporated into this Contract by this reference as Attachment C, shall be completed for each family being billed under this Contract. Contractor shall use the TANF Participant Application and Eligibility Form, Attachment C, or, upon Agency approval, an acceptable substitute, when determining eligibility for families participating in the program.
 - D. Bill the Agency for funding quarterly. The Contractor shall only bill for services provided to TANF eligible families. Contractor shall use the TANF CPI FFY21 Quarterly Report and Invoice, Attachment B, which is attached to and incorporated into this Contract by this reference, when submitting quarterly invoices. The quarterly invoice shall be submitted within thirty (30) days following the end of the quarter.
 - E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;
 - F. Provide quarterly program performance reports to the Agency. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;
 - G. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of each quarter;
 - H. Submit a Year End Report summarizing the entire year no later than thirty (30) days after the term of the Contract;
 - I. Not use funds to purchase non-tangible assets or to purchase or lease equipment. Leased equipment includes the rental of equipment for any period of time;
 - J. Not use funds to provide cash, checks, cash equivalents or cash redeemable cards to individuals served by the program; and
 - K. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget in Attachment A.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Contractor in accordance with Section 4 above;
 - B. Instruct Contractor on eligibility for TANF funding;
 - C. Monitor quarterly invoices and performance reports for accuracy and to ensure they meet the requirements of TANF and this Contract; and
 - D. Monitor Contractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

7. Special Provisions.

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

- G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit.

Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of

this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
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- I. **Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Program Description, consisting of thirty-five (35) pages; and Attachment B, TANF CPI FFY21 Quarterly Report and Invoice, consisting of seven (7) pages; and Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

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

**AGENCY:
Wyoming Department of Family Services**

Korin A. Schmidt, Director

Date

Kristie Arneson, Economic Security Senior Administrator

Date

**CONTRACTOR:
Natrona County Commissioners**

Rob Hendry, County Commissioner Chair

Date

**ATTEST:
Natrona County Clerk**

Renea Vitto, County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Margaret A. R. Schwartz, Assistant Attorney General

8/19/20

Date

Contract #: 205911

Entry Date:8/18/2020 4:51:06 PM

Department: Wyoming Department of Family Services

Agency Contact: Humphrey, Jacklyn

Phone: 5355

Other Agency Contact: Georgia Auch 307-
746-3901

WYOMING ATTORNEY
GENERAL'S OFFICE

AUG 19 2020

Margaret A. R. Schwartz
APPROVED AS TO FORM

Client Comments: Template 205754 100% federal funding

Contractor/Vendor Name: Natrona County Commissioners

Contract Title: CPI

Contract Type: General Services - Federal
Funds

Contract Amount: 0

Contract Effective Date:

Contract Expiration Date:

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Maggie Schwartz

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND
NATRONA COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and the Natrona County Commissioners (Contractor), whose address is: 200 North Center, Room 157, Casper, Wyoming 82601.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), a community plan which will provide a continuum of services to Natrona County families as outlined in Attachment A, which is attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2020 or the Effective Date, whichever is later, through September 30, 2021. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5, below, and in Attachment A. Total payment under this Contract shall not exceed ninety-nine thousand five hundred dollars (\$99,500.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency. The federal source of funding for this Contract is the Temporary Assistance for Needy Families (TANF) grant, CFDA #93.558.
 - C. When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A;
 - B. Enhance sustainability beyond the funding period;

- C. Determine TANF eligibility for families participating in the program. Contractor shall ensure that the TANF Participant Application and Eligibility Form, which is attached to and incorporated into this Contract by this reference as Attachment C, shall be completed for each family being billed under this Contract. Contractor shall use the TANF Participant Application and Eligibility Form, Attachment C, or, upon Agency approval, an acceptable substitute, when determining eligibility for families participating in the program.
- D. Bill the Agency for funding quarterly. The Contractor shall only bill for services provided to TANF eligible families. Contractor shall use the TANF CPI FFY21 Quarterly Report and Invoice, Attachment B, which is attached to and incorporated into this Contract by this reference, when submitting quarterly invoices. The quarterly invoice shall be submitted within thirty (30) days following the end of the quarter.
- E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;
- F. Provide quarterly program performance reports to the Agency. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;
- G. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of each quarter;
- H. Submit a Year End Report summarizing the entire year no later than thirty (30) days after the term of the Contract;
- I. Not use funds to purchase non-tangible assets or to purchase or lease equipment. Leased equipment includes the rental of equipment for any period of time;
- J. Not use funds to provide cash, checks, cash equivalents or cash redeemable cards to individuals served by the program; and
- K. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget in Attachment A.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Contractor in accordance with Section 4 above;
- B. Instruct Contractor on eligibility for TANF funding;
- C. Monitor quarterly invoices and performance reports for accuracy and to ensure they meet the requirements of TANF and this Contract; and
- D. Monitor Contractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

7. Special Provisions.

- A. Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

- G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance; nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit.

Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. **Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. **Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
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Wyoming Department of Family Services

Korin A. Schmidt, Director

Date

Kristie Arneson, Economic Security Senior Administrator

Date

CONTRACTOR:
Natrona County Commissioners

Paul Bertoglio

Paul Bertoglio, County Commissioner Vice Chairman

9/25/2020

Date

ATTEST:
Natrona County Clerk



Tracy Good

Tracy Good, County Clerk

9/25/2020

Date

My term of office expires
January 3, 2023

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Margaret A. R. Schwartz

Margaret A. R. Schwartz, Assistant Attorney General # 205911

8/19/20

Date

COVER PAGE

1. County/Tribe: Natrona County

2. Project Administrator. Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Marilyn Dymond Wagner
Title: Executive Director
Organization: Community Action Partnership of Natrona County
Address: 800 Werner Ct., Suite 352 Casper, WY 82601
Phone: 307-232-0124
Email address: mdymondwagner@natronacounty-wy.gov

3. Primary Contact for the Sub-recipient. Implements the program.

Name: Brittney Fleming
Title: TANF Program Coordinator
Organization: Community Action Partnership of Natrona County
Address: 800 Werner Ct., Suite 352 Casper, WY 82601
Phone: 307-232-0124
Email address: bfleming@natronacounty-wy.gov

4. Program Name: Empowerment Opportunities for Success

5. Requested Amount: \$99,500 (\$49,832 CAPNC, Climb WY \$34,834, BBBS \$14,834)

6. Authorized Representative: Rob Hendry
County Commissioner Chair

Date: 4/20/2020

Phone: 307-235-9202

E-Mail: rhendry@natronacounty-wy.gov

PROPOSAL

A. Summary of Proposed Program

1. Please provide a synopsis of the program you propose.

The Empowerment Opportunities for Success (EOS) program's focal point is the unskilled low-income families in our community. This population is the most vulnerable. This population often come to our office when they have become homeless, have been evicted from their housing, or face eviction. In addition, this population is sometimes referred by other local social service agencies or are self-referrals after Workforce Development or other agencies are no longer able to help them obtain the skills they are lacking. For that reason, the Empowerment Opportunities for Success (EOS) program is a self-sufficiency program designed to help TANF eligible adults address any barrier to employment, help them obtain or maintain unsubsidized employment and increase self sufficiency.

EOS participants are required to attend a variety of activities designed to meet their individual needs in order to focus on barriers to employment. Activities include:

EOS Orientation - A synopsis of the program and its expectations. It is REQUIRED for all TANF eligible applicants seeking services from CAPNC.

*Case Management and Follow-up- Empowerment Opportunities for Success (EOS) program participants are assigned a Client Advocate in the CAPNC Family Stabilization and Self-Sufficiency Program. An EOS participant completes a Contract of Participation requiring them to complete all necessary tasks in order to receive additional services. A plan of action is also developed for the participant concentrating on the required tasks, such as setting goals, and gaining skills and knowledge, so they can earn income above Federal Poverty Guidelines and learn to be more successful in life. A Family Development Plan is used to assess the participant's goals and dreams for the future.

*Financial Management – This is a introductory financial management and goal setting group workshop and is centered upon changing a participant's life through better money management with budgeting skills, banking skills, and goal setting. For classes and services that are more advanced, participants are referred to local agencies where they can work with certified credit counselors.

*Life Skills – Soft Skills are interwoven into each component of Empowerment Opportunities for Success (EOS) program, such as Employment workshops and/or individual counseling, They also attend Life Skills workshops of other agencies (e.g. Mercer Family Resource Center, Seton House). Self-assessment allows the individual an opportunity to assess and discover where their employment conditions lie. Conflict resolution and positive interpersonal communication will be emphasized through best practices. A positive attitude and appropriate social interaction skills in the work place can enhance employment retention.

*Job Search - We take participants through the entire process of employment beginning with interest and skill inventories and culminating in job retention and support. We use a strengths-based approach as we work with our clients to find new/better employment opportunities. We help our clients think through the strengths, skills, passions, and achievements that have made them most proud throughout their lives. Clients are encouraged to use their strengths as they build their resume and undertake job interviews. We believe that by using their strengths our clients will ultimately find a career path that makes them happy and satisfied in the work they do.

We offer one-on-one employment counseling, job readiness training, job search assistance, and job retention. We help participants prepare applications, resumes and cover letters; and prepare and practice for interviews. We perform mock interviews. We help participants understand what employers look for in an applicant; assist individuals in locating available job openings; and prepare for general workplace expectations. We teach the participant workplace behavior and attitudes necessary to compete and advance successfully in the labor market; how to accept and respect diversity in employers, co-workers, and customers; how to dress for success; learn positive communication skills; and balance priorities.

*Job Development, Placement and Follow-up – CAPNC Client Advocates will locate and develop jobs in the community, and partner with TANF participants to locate and maintain stable employment. In addition, our overall goal is to empower participants to increase their self-sufficiency skills by taking initiative in securing their own

employment. This initiative helps to boost and ripen the individual's self-esteem as they successfully secure his or her employment.

*Supportive Services – TANF Client Advocate will collaborate with CSBG Client Advocates to provide supportive services, including but not limited to: transportation, work clothing, work tools, childcare, educational fees, books and school supplies, when appropriate. Additionally, we will refer clients to community agency partners. We will provide incentives for participants at various stages of the program. Additionally we readily provide referrals to numerous community agencies to help participants meet family needs while they are trying to overcome barriers towards education or employment.

In addition to providing financial supports to participants and their families, CAPNC offers tutoring opportunities for participants pursuing a certification in the healthcare industry. CAPNC's Registered Nurse at the 12th Street Clinic routinely provides tutoring for potential CNA students prior to taking their written and skills assessments for certification.

*Educational Services- TANF Program Coordinator provides case management to TANF participants who express the desire to move forward in their career or education. This includes helping participants explore post-secondary education or certificate programs that will aid them in their path towards a career which will sustain them and their families. The TANF program coordinator will assist participants with any internal or external barriers to help alleviate any stress that comes with taking the next step to furthering their careers, and the stress of having to work, go to school, and care for their children. This includes help with college planning, admissions, enrollment, and applying for financial aid. TANF program coordinator will also be able to assist clients with tutoring or making the necessary referrals to the various labs on campus whose aim is to decrease the dropout rate. We also partner with the Adult Learning Center at Casper College to facilitate participants wanting to earn their GED/HiSET, if they do not have a high school diploma.

*Employment Placement Services- CAPNC is partnering with Express Employment Professionals to place TANF participants in employment positions. The professionals as Express Employment Professionals interview participants and gather information about their preferred hours, their strengths, and their needs from their employers. They then take that information and match it to an employer who is seeking long-term employees.

2. Is this program different than previous programs operated with TANF funds in the past?
Yes No If so, how is it different?

3. Area(s) served.

Natrona County

4. Population served.

The Empowerment Opportunities for Success (EOS) – TANF program serves low-income families living at or below 185% of the Federal Poverty Level. Our program provides an opportunity to our clients to exert self-determination in working through our EOS program.

5. Beginning and end date of program.

10/1/2020-9/30/2021

6. Program availability: when is the program offered (i.e. time of day, how often, time of year)?

The Empowerment Opportunities for Success (EOS) program provides individualized assistance daily while group sessions are held on a scheduled basis as indicated below. Although the TANF Client Advocate is responsible for the majority of the services provided through this program, we also have two other Client Advocates who conduct various components of the program. Our program has open enrollment, meaning the applicant can begin participation at any time during the year. Length of time in the program varies six months to three years depending on participant's commitment to the program and how fast the participant can accomplish various steps of the program.

The EOS program is held weekly and will be facilitated on Tuesday mornings from 9:00-11:00 AM. Additionally, individuals are welcome to set appointments to meet one-on-one at their convenience.

* Step 1: Orientation and Assessment - Orientation provides an overview of the program and program expectations. This is also the phase where the participants' needs and barriers are assessed.

*Step 2: Participants engage in job skills training, case management, a variety of workshops and services. Length of time in this phase can be anywhere from one month to a year but can extend beyond that if a person needs more time to develop their skills and remove barriers to employment. The following is the time frame for a number of the workshops we offer:

-Financial Management –Workshops are divided into two sections and each section is held one day per week. Participants are required to complete homework and three monthly budgets to meet the required 90-day budgets.

Life Skills – Activities are provided based on client need and appropriate referrals are made.

-Job Search – Workshops are held at Community Action for individuals and small groups Monday through Thursday, and include Life Skills. Additional time is allocated to each individual as needed

*Step 3: Job Retention - CAPNC will provide case management and mentoring for one year after each participant's job placement. CAPNC will also follow-up on a quarterly basis to monitor progress in maintaining employment or in obtaining additional pay and/or benefits.

B. Statement of Need

The intent of TANF CPI is to provide Counties with programs that meet specific needs of their community.

1. How have you determined there is a need for the services you propose? Describe local data that was used to determine the needs of families.

CAPNC completed its Needs Assessment for Natrona County, WY in December 2017; 30 community agencies participated in the assessment and 380 assessments were completed. The assessment gathered data in eight different Poverty Indicators (Health, Employment, Transportation, Education, Use of Income, Housing, Nutrition, and Emergency Situations). Respondents were asked what were key issues for them and their family; the number one key indicator is Use of Income (48.33%), with respondents stating they have a lack of knowledge about money management (i.e, budgeting, credit card debt, checking accounts, etc.). The Health Indicator was the second highest which resulted in 45.31% of the respondents indicating it is a key issue for their family. Respondents replied lack of medical insurance and lack of free or low-cost medical services, are primary reasons why this is an issue for their family. The Employment Indicator, the fourth highest, yielded 32.79% of the respondents indicating this is a key issue for their family. Respondents indicated lack of employment opportunities and lack of good-paying jobs with benefits add to the difficulty of self-sufficiency. Additionally, 45.39% of the respondents feel Natrona County lacks supports in assisting individuals seeking employment.

According to the U.S. Bureau of Labor Statistics (USBLS) Natrona County has a 4.7% unemployment rate while the overall unemployment rate for the state of WY is 3.7%. With the cyclical downturn in the oil and gas industry combined with the job losses in the coal industry, there are limited, above entry level, employment opportunities.

In addition to the federal reporting, CAPNC captured data reflecting that 26% of the individuals seen during our last fiscal year did not have a high school diploma. Therefore, our continued partnership with Casper College and our EOS Program Manager will provide the encouragement and direction to assist clients in obtaining their GED/HiSET Certification; courses are being offered quarterly at Casper College.

2. What is the resource gap(s) that is being addressed by your program?

Our EOS program is unique in Natrona County. Some programs, such as Workforce Development, provide employment services to the entire community while other programs specialize in serving a specific population, such

as young single parents, victims of domestic violence, or youth. Our program is willing to accept anyone that is eligible for TANF services who has a true desire to learn to be more successful in life. We are unique in that we focus on the poorest of the poor and the people without work skills. We are also able to provide individualized instruction and counseling as well as group workshops for a large number of participants. CAPNC's one-on-one approach, serves to enhance the participants recognition and self awareness of their strengths and skill set. We are filling a needed gap as evident by the number of referrals we receive from other partnering agencies, particularly those who also provide employment services themselves.

Even though we focus on unskilled participants, they are able to re-enter the labor force and obtain skilled jobs at or above entry level, due to participation in our program.

3. Describe what research based programs and strategies will be utilized to make the program successful.

We utilize Results Oriented Management and Assessment (ROMA) for our research program. This is a nation-wide research strategy required for all CSBG funded community action agencies nationwide. It has been recognized by OMB as one of the best outcome tracking strategies among federal programs. Our current database is specifically designed to track ROMA data, indicators, and outcomes.

*Assessment- TANF program manager completes a comprehensive assessment with participant at the first meeting. The comprehensive assessment covers the areas of: education, employment, income, housing, food, childcare, transportation, and health care. During this assessment, each participant is asked to choose a statement which best reflects their status on each of the areas. Once done, the TANF program manager uses the responses to score the participant's vulnerability in each of the areas. The assessment will be revisited after six and then twelve months, in order to measure the participant's progress.

* Goal Action Plan- After the assessment and scoring is completed, the participant leads TANF program manager in identifying their strengths and areas they would like to work on. The participant will work with the TANF program manager to develop an action plan, using the S.M.A.R.T (Specific, Measurable, Achievable, Relevant and Time-bound) method. This goal action plan will be used to guide the participant to reach their goals, starting with short-term goals, moving to intermediate-term goals, and then addressing long-term goals.

* Case Management- The TANF program manager uses a strengths-based approach to meet with participants, on-one, to work on goals and strategies to achieve those goals. During these sessions, participants work on developing budgeting skills, developing resumes, identifying strengths for employment, and applying for jobs.

* Dependable Strengths- Using Bernard Hill's "Dependable Strengths" program, we help our participants process through the strengths, skills, passions, and achievements that have made them most proud throughout their lives. Participants are encouraged to use their dependable strengths as they build their resume and undertake job interviews. We believe that by using their dependable strengths our participants will ultimately find a career path that makes them happy and satisfied in the work they do.

C. Community Partnerships

1. A description of how community wide collaboration in planning and implementation occurred.

As the largest community-based anti-poverty program in central Wyoming, we collaborate closely with other community agencies in addressing the needs of the low-income population of our county. These collaborations give CAPNC additional knowledge about community resources and a greater understanding of services available to our participants. This is beneficial to our participants because it provides a solid foundation of communal support to help them achieve their short and long term goals toward education, employment and self-sufficiency. The established collaborations with other community agencies help streamline the referrals and expedite the application process so participants are able to access needed services in a timely manner. CAPNC has strong linkages as a direct service provider and as a funder of 7 local human services agencies in Casper. Local collaborative initiatives in which we participate are:

- Continuum of Care/Central Wyoming Homeless Collaborative (Seton House, Self Help Center, Casper Housing Authority, Central Wyoming Rescue Mission, Salvation Army, Casper College, Employment Resources and others): An MSW from CAPNC is the point of contact for the continuum of care for Central Wyoming. Governor Matthew Mead procured the services of Marbut Consulting to conduct a homelessness services needs assessment and to develop a strategic action plan. CAPNC has taken the lead

in helping to create change where needed relating to jobs, legal services, and implementing suggestions made by Dr. Marbut.

- Interagency Coordinating Council
- Community Supervision Council
- Community Relations Board
- Point In Time Homeless Count
- Asset Building Coalition of Natrona County
- Youth Coordinating Council

2. List the community partners involved in the program implementation and the resources that will be provided by each partner.

(Additional lines/pages may be added if needed.)

Community Partner	Resource that will be provided
Casper College	Referrals, educational resources, and certification training, vocational programs, America's Promise Grant, Single Parent Supportive Services Program
Adult Learning Center at Casper College	GED/HiSET assistance, tutoring, and referrals
Educational Opportunity Center/TRIO at UW and CC	Financial Aid, Scholarships, College Admissions, Career Advising
Oil City C.N.A with Michela Hehr	CNA Training
Department of Workforce Services	WIOA Training, Direct Dial Program
Express Employment Professionals	Employment Placement

3. Describe how the program will be sustained by the community beyond the funding period.

In addition to our existing funding sources, CAPNC will seek funding from local and national foundations to continue funding this program once TANF funding ends. Additionally, CAPNC was involved in three different fundraising events this year. In the future, we will also consider shifting some of our existing funding away from emergency services into our EOS program, if necessary. We have been successful in obtaining foundation funding for some of our other programs and we feel confident that funding will be available to sustain our program.

D. Project Goals and Outcomes

I. **Goals for the Project:** What are the goals of your program? How will you serve TANF eligible individuals/families?

- 75% of EOS program applicants attending orientation will formally enroll and actively participate in the TANF EOS program.
- 50% of the applicants actively participating in EOS will obtain employment or increase monthly wage.
- 70% of participants obtaining employment will maintain employment for at least 90 days.

Upon completion of the orientation and individual consultation with CAPNC's Employment Program Manager, appropriate participants can avail themselves of medical and/or therapeutic modalities through our 12th Street Clinic at no cost to them. This would be entirely elective and address their individual needs. A pervasive barrier in the past for participants has been medical needs. Lack of help with their mental health barriers and addressing the bio-psycho-social aspects of participants' needs will serve to help them gain stronger self esteem and self awareness, which will in turn, enrich their family relationships. Collectively addressing all the barriers a participant faces and providing the appropriate referrals, support, and guidance to address them is essential so they are able to reach their educational and employment goals. This will correlate directly with long term self sufficiency and success.

The medical team at our 12th Street Clinic includes a Nurse Practitioner, a Registered Nurse, a Social Worker, and two Certified Medical Assistants. Additionally, our mental health team consists of a Psychiatric Certified Physician Assistant specializing in Medical Management, one Ph.D. students for counseling, and one licensed Social Worker.

Jane enrolled in the TANF/EOS program after coming to Natrona County at the beginning of summer. Jane, her significant other, and her two children were taking a vacation in Casper and had set up camp on the mountain. The family's vehicle broke down, and they spent all their money trying to fix it, but they were unable to return to their home state. This resulted in both Jane and her significant other losing their jobs and becoming stranded in Casper. Jane was referred to Oil City C.N.A's training program and to CAPNC's TANF program to help pay for her testing and certification fees, which we were able to provide. Jane passed her test and earned her C.N.A certificate, and she was able to get a job as a C.N.A immediately. CAPNC's TANF program coordinator worked with both Jane and her significant other, providing case management, budgeting assistance, gift cards for gas and food, and financial assistance with testing and certification fees. CAPNC was also able to provide the family with deposit assistance, and after months of living in a tent, the family was able to move into their new home just before the first snowfall in September. Jane's significant other also obtained permanent employment. Six months later, the family is still in their new home, Jane has reached 180 days of employment, and her significant other has had his job for 120 days.

2. **Outcomes:** Using the chart below, please identify the **measurable** outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
75% of EOS program applicants attending orientation will formally enroll and actively participate in the TANF EOS program	55 of 73 CAPNC clients attending orientation will formally enroll in the TANF EOS program	<ul style="list-style-type: none"> Formalize internal referral process to ensure all who qualify for the program have an initial introduction to the program Formalize external referral process to ensure prioritization to TANF program. Opportunity for free medical/mental health assistance 	<ul style="list-style-type: none"> Orientation roster TANF program participant list Through our 12th Street Clinic with 1 Ph.D. candidate and a Psychiatric Physician Assistant
50% of the applicants actively participating in the program will gain employment or increase their monthly wage.	28 of the applicants completing TANF EOS will obtain employment or increase their monthly wage.	<ul style="list-style-type: none"> Engage potential employers through program education at lunch and learns Formalize arrangements with local employers to engage them in hiring program graduates Innovative marketing of potential TANF EOS participants to a targeted group of employers 	<ul style="list-style-type: none"> Phone confirmation with employer. Copy of employment pay stub

70% of participants obtaining employment will maintain employment for at least 90 days	20 participants obtaining employment will maintain employment for at least 90 days	<ul style="list-style-type: none"> • Immediate/ongoing individualized supportive case management • Support through employer onsite visitations • Employer Support 	<ul style="list-style-type: none"> • Employment pay stub
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3. Describe your data collection methods to be used.

Intake and income eligibility determination is conducted on all applicants applying for our services. The applicant completes an application along with a self-assessment form. After the interview with a Client Advocate and eligibility has been determined, participant is put into an assessment period to assess if the participant is suitable for the program. An initial case plan is set in place with achievable goals to assess participant's ability and desire to achieve self-dependence. Once participant is accepted into the program, a new case plan is developed and the participant is scheduled for EOS workshops/services based upon on the client's unique needs and interests. Information is collected from the application, self-assessment and interview and entered into our MIS system. The participant completes the self-assessment form quarterly in order to track individual progress. The Client Advocate also tracks progress on the goals developed and records in our MIS system.

We utilize our current database for client tracking and reporting. Basic family information, benefits and programs received by the household, all family members and their demographics, detailed income information, services (indicators and outcomes) and contacts with the family are recorded. This software is also used by other community action agencies in many states and is useful as it tracks client outcomes and uses a scaling system to show the degree of progress each client has achieved.

4. How will you evaluate the effectiveness of the TANF program for individuals/families served? How do you determine the success of your program?

TANF clients that enroll in the program will be given a Family Self-Sufficiency assessment upon enrollment that will establish a baseline of where the family is in terms of housing, employment, education, access to childcare, access to healthcare, access to reliable transportation and food sufficiency. Clients will be given the same formal assessment at 6 and 12 months, and informal assessments at 30, 60, and 90 days from their initial enrollment date to determine their progress.

G. TANF Recruitment

1. Describe your recruitment and enrollment process or TANF eligible individuals/families?

Community Action Partnership of Natrona County adheres to the Federal TANF Guidelines set for eligibility: Participants served shall be families with child(ren) with income below 185% of the Federal Poverty Level (FPL). Many of our clients are referred to the TANF EOS Program by Community Action Partnership's Client Advocates upon assessing the client's needs and eligibility guidelines of the TANF program. Additionally, Community Action Partnership has formed collaborations with other agencies that serve eligible families with the same barriers to self-sustaining employment, such as: Casper College's Single Parent Program, Department of Family Services, Natrona County Head Start, and Work Force Services. In addition, Community Action Partnership participates in local job fairs as a recruiting opportunity.

2. What is the projected number of TANF eligible individuals that will be served by this program?

Community Action Partnership expects to serve 60 TANF eligible families, and enroll 55 program applicants in the TANF EOS program to reflect TANF's State Program Goal.

3. Provide an explanation on how income information will be gathered to determine TANF eligibility. Income eligibility shall be established by verifying gross family income for the previous month. Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

Community Action Partnership will collect client's gross family income for the last thirty days to determine if the family's income is below 185% of the Federal Poverty Level that is required for TANF eligibility. Our intake form is designed to fully document eligibility.

BUDGET

Instructions:

1. The budget of the program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on services rather than programs building their administrative structure.
2. List costs of the program including program costs, administrative costs, total costs, and estimated cost per individual/family.
 - a. The Proposer shall submit a proposed budget in line item detail listing each employee's compensation and benefits and each category of expenditure and the proposed amount. The Contractor shall be required to use the invoice form attached to this proposal.
 - b. The budget shall include a narrative of duties of each employee and an explanation of each line item stating the purpose of the expenditures.
 - c. The Proposer shall separate all administrative costs to verify compliance with administrative limitations.
 - d. Administrative expenses shall not exceed 10% of the non-administrative expenses.
3. Only expenses related to services to TANF eligible individuals/families can be billed to TANF CPI. This means that all grant expenses must show the formula for how the allocation of expenses is determined for TANF eligible individuals/families funded under this proposal. Expenses are based on the percentage of TANF individuals/families vs non-TANF individuals/families served as well as the percentage of time working on TANF-related activities.
4. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, rent). Administrative costs are associated with activities needed to support the program, but are not a direct service to families (i.e. data collection, completion of reports).

Budget:

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. *Cash contributions and non-federal funds used to support*)

CAPNC is awarded funding from the Natrona County Board of Commissioners. These funds are used provide administrative support for all of our programming, including the TANF program. These funds are also used to provide housing services for TANF eligible individuals. (\$162,000) We also receive Community Service Block Grant funds that provide EOS services that support the TANF program. (\$562,000) In addition, CSBG funds are used to support transportation for TANF participants. This is either in the form of bus tokens, if the participant does not have private transportation. If the client has a personal vehicle, we utilize CSBG funds to provide gas vouchers for the purpose of assisting the participant in traveling to an employment interview or traveling to and from work.

2. What are the cost/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment. CAPNC measures the impact of the program by comparing participants' wages at application and the increased earned 90 days post program.

In order to calculate ROI we calculate the average income of all participants at intake and conduct the same calculation at 90 days to determine the client and community benefit of the EOS program. We also average SNAP benefits at intake and 90 days. During the last 12 months we had a total of 100 individuals enroll in EOS. Eighty (80) individuals were active participants. Sixty Three (63) individuals had SNAP. The chart below calculates the ROI:

	Intake Monthly	90 Days Monthly	Monthly Benefit from Program	Annual Benefit from Program
Avg. Wage/Participant (100)	\$613	\$1,309	\$696	\$8,356
Avg. SNAP/Participant (63)	\$448	\$343	\$105	<u>\$1,260</u>
TOTAL Benefit/Participant				\$9,616
TANF Cost/Participant (100)				<u>\$550</u>
Return on Investment TANF Funding				\$9,066

Note: CSBG funds cover 30% of the TANF Coordinators work along with the 50% funded by the TANF Grant. If we add those expenses to the ROI Calculation, along with CSBG funds that for transportation costs to support employment and housing support the ROI would be reduced by an average of \$394/participant bringing the Total Program Return on Investment to \$8,672.

**EOS
Amount Requested from Proposal:
\$49,832**

Summary and Justification for Budget
Expense

	Program Costs	Admin Costs	
Salaries <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$17,300	\$1,730	.49 FTE TANF Program Coordinator
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$9,932	\$992	Retirement at 14.5%, Health Insurance 41%

Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	\$911	\$91	Social Security @ 6.2%, Medicare @ 1.45%, Unemployment @ 1.1%, and Worker's Comp @ 1.1%
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.	\$400	\$40	\$33/month X 12 months
Recruiting and Marketing Cannot include promotional items.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Travel Travel necessary to serve participants.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Rent and utilities Admin: Rent and utilities for time spent managing the grant. Program: Rent and utilities for space provided to direct services for participants.	\$3,059	\$273	6% of annual rent for Coordinator Office Space
Participant Tuition and Class Fees	\$7,936	\$793	Cost of CNA @ \$850/participant X 10 participants
Participant Class Supplies and Materials	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant License and Certification Fees	\$1,250	\$125	\$125/participant X 10 Participants
Participant Drug and Aptitude Screening, CNA Test Can include other types of assessments.	\$1,150	\$115	\$115/Participant X 10 Participants
Work Support Services and Clothing	\$600	\$60	\$60/ participant X 10 Participants
Participant Wages	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Fringe Benefits	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Incentives	Click here to enter text.	Click here to enter text.	Click here to enter text.
Other Student Needs: Description -	\$3,075	Click here to enter text.	Day Care, Nutrition Support, Books
Sub-Total	\$45,613	\$4,219	Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)	\$49,832		
Number of TANF Participants Planning to Serve	55		
Cost Per TANF Participants	\$1,000		

COVER PAGE

1. County/Tribe: Natrona County
2. Project/Grant Administrator. Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Marilyn Dymond Wagner

Title: Executive Director

Organization: Community Action Partnership of Natrona County

Address: 800 Werner Ct., Suite 352 Casper, WY 82601

Phone: 307-232-0124

Email address: mdymondwagner@natronacounty-wy.gov

3. Primary Contact for the Sub-recipient. Implements the program.

Name: Grace Torres

Title: Program Director

Organization: Climb Wyoming

Address: 951 N. Poplar Street, Suite B, Casper, WY 82601

Phone: 307-237-2855

Email address: grace@climbwyoming.org

4. Program Name: Climb Wyoming in Natrona County
5. Requested Amount: \$34,834

PROPOSAL

A. Summary of Proposed Program

1. Please provide a synopsis of the program you propose.

Climb's mission is for low-income single mothers to discover self-sufficiency through career training and job placement. Low-income single mothers are first introduced to the program during the recruitment phase. The recruitment phase is a critical phase that helps candidates prepare for enrollment. Following recruitment, candidates are enrolled in the career training and job placement program, which includes the following key components: 1) life skills and tools to manage life outside work, such as parenting, conflict management and budgeting; 2) mental health services including both individual and group counseling with licensed therapists to address barriers to work; 3) job training encompassing industry-specific skills, resume building, mock interviews and workplace professionalism; and 4) job placement that is selected based on each participant's unique strengths and interests and includes continued support and performance evaluations with employers. The final phase of the program includes graduate services and ongoing support through monthly networking and support meetings, resume assistance and advice on workplace issues and wage increases. Climb staff provide hundreds of hours of support to single mothers within each phase of the program helping to achieve Climb's 93% graduation rate, a rate that exceeds outcomes from other programs in Wyoming and across the nation.

During the current COVID-19 crisis, Climb staff continue to help vulnerable families. A top priority is to serve as a resource hub for moms and their children during this critical time of need. Climb's model, developed over the past 34 years, intentionally creates structure, support, and skill-building in times of crisis. We're helping families access the tools to calm chaos and chart a path in unfamiliar territory. Staff are meeting with moms in safe, responsible ways to ensure these families are connected to community resources, while continuing to support them with advocacy, mental health needs, job training, and employment support. Understanding the potential longevity of the crisis and the vulnerability of our moms, Climb will continue to prioritize these efforts.

2. Is this program different than previous programs operated with TANF funds in the past?
Yes No If so, how is it different?

Not applicable

3. Area(s) served.

The Casper Climb Wyoming program serves low-income single mothers from Natrona County.

4. Population served.

Climb works with one of the most vulnerable populations in our state, low-income single mothers. Women ages 18-34 constitute one of the largest demographics of the Wyoming population living in poverty (Data USA, 2018). The average age of Climb participants is 30 and each participant has an average of two children. The women Climb serves are living in crisis: unemployed or working low-wage jobs that don't provide financial stability; dealing with stress that impacts executive functioning; and struggling to cover basic needs like food and housing. Though TANF income eligibility requirements state participants cannot exceed 185% of the Federal Poverty Level, the majority of Climb participants do not come close to that threshold.

Since 2004, the Casper Climb site has served over 510 impoverished single mothers and over 935 of their children. Though TANF income eligibility requirements state participants cannot exceed 185% of the Federal Poverty Level, the majority of Climb participants do not come close to that threshold. Climb's five-year cumulative participant data demonstrates that participants served at the Casper site live at only 28% of the Federal Poverty Level. This equates to a monthly income of just \$498 for a family size of three (Federal Poverty Level monthly income guidelines effective for 2019). The average wage of a Climb mom in the Casper Area at application is \$455 per month, with 62% being unemployed and 38% working low wage jobs. Climb is helping families at a significantly low level of poverty. At program end, these families are doubling and tripling their income which is life changing for these mothers, their families and the community.

During October 1, 2020 through September 30, 2021, Casper Climb will serve low-income single mothers as follows:

- Casper Climb will recruit approximately 130 candidates and work closely with them to increase their stability so that they can successfully complete the career training and job placement phase of the program in the future.
 - Casper Climb will enroll approximately 30 new TANF eligible single mothers and continue services to about 20 mothers already enrolled in the career training and job placement phase program for a total of 50 participants.
 - Casper Climb will also continue to work with approximately 80 graduates. This phase occurs after completion of the program. Graduates receive continued support by staff that is often critical to their long-term job success.
5. Beginning and end date of program.

October 1, 2020 – September 30, 2021

6. Program availability: when is the program offered (i.e. time of day, how often, time of year)?

Casper Climb expects to offer three programs, one in the fall, winter and spring, each approximately six months long from recruitment through graduation. The exact start times and dates for these programs are determined based on industry needs and the current coronavirus situation. Program research and planning, a critical phase to determine employer needs and training components, happens throughout the year. Recruitment also occurs throughout the year. Once the training focus is determined, information meetings are held advertising the upcoming training. After program participants are determined, the intensive portion of the training lasts on average for three months depending on the job skills training curriculum and certificate type. Beyond job training, this phase includes life and workplace skills and therapeutic support. During this phase, participants often meet each day from 8am – 5pm. The subsidized job placement lasts approximately six to eight weeks. After this time period, the participant is expected to continue in their career and can access graduate support services. Ongoing support is critical for all graduates through planned events and personal graduate interactions as needed.

B. Statement of Need

The intent of TANF CPI is to provide Counties with programs that meet specific needs of their community.

1. How have you determined there is a need for the services you propose? Describe local data that was used to determine the needs of families.

Single mothers and their children experience the highest rates of poverty among families in Wyoming. The rate of women in Wyoming living in poverty is higher than both the rate for men and the overall Wyoming poverty rate¹. According to the 2019 Wyoming Kids Count Profile conducted by the Annie E. Casey Foundation, 37,000 Wyoming children lived in single-parent families and 18,000 Wyoming children lived in poverty². Poverty that is passed down from one generation to the next creates significant barriers to job success, trapping low-income single mothers and their children in a cycle that Climb participants are ready to break. If one spends their entire childhood in poverty, they are five times less likely to graduate from high school (Children's Defense Fund). Children benefit when parents increase their education and income since they have greater access to academic and extracurricular activities, more stable schedules at home and role models for career success. By providing career training and job placement, a supportive and therapeutic environment, and a comprehensive approach, Climb offers a hand up to low-income single mothers to help break the generational cycle of poverty.

¹<https://www.welfareinfo.org/poverty-rate/wyoming/>. Welfare Info, 2017.

²https://www.aecf.org/m/databook/2019KC_profile_WY.pdf. The Annie E. Casey Foundation, 2019 Wyoming Kids Count Profile.

2. What is the resource gap(s) that is being addressed by your program?

Over the past 34 years, Climb has evolved into one of the nation's most successful models for moving families out of poverty. By working intentionally in groups, Climb allows women to build relationships, learn conflict resolution and self-regulation, accelerate job skills, and find success at work and in life. After just three months,

graduates are starting new careers that often double their income and allow them to transition off public assistance and provide financial stability for their children.

Along with increased income and consistent schedules, Climb participants learn about themselves through weekly counseling and parenting classes. They also learn executive functioning and communication skills. Climb has demonstrated that long-term self-sufficiency depends not just on employment but also on the ability to navigate decisions, conflict, challenges and emotions successfully. Life skills training sessions take place weekly to help participants develop skills to succeed in all areas of their lives. Topics include budgeting, healthy relationships, nutrition, childcare, conflict management and negotiation skills.

Since Climb's focus is on mothers, it is important to offer parenting skills training. The more stable a participant is in her parenting life, the more successful she will be in a long-term job opportunity. When parenting skills improve, absenteeism decreases and work focus grows. During parenting classes, participants experience a shift from thinking something is wrong with their child, to recognizing the impact of their approach, understanding their role, and learning the skills to address challenges and build healthy relationships with their children. These resources help them problem solve and communicate with others in their lives to provide a more stable home and rich school environment for their children to thrive.

Climb expects to meet or exceed the following performance measures annually:

- Recruit candidates and help them navigate barriers to employment through collaboration with community partners that provide resources such as food stamps, childcare assistance, housing and transportation.
- At least 80% of the participants enrolled in the Climb program during the grant period will successfully complete the program.
- 75% of graduates will be employed in full-time positions at program end.
- 90% of the participants who complete the program will earn higher wages than when they entered the program.
- Graduates will show a decrease in dependence on government benefits including food stamps, childcare assistance, Medicaid and other government benefits.
- Climb will demonstrate a Return on Investment of at least 1.5 to 1.
- Each Climb participant will receive both group and individual therapeutic support to gain skills with communication, healthy relationships and maintaining stable work and home environments.
- Each Climb participant will participate in mock interviewing and workplace communication training to improve knowledge of pre-employment skills.
- Climb staff will continue to collaborate with other organizations for life skills and workplace skills training and refer participants to external resources as needed.

3. Describe what research based programs and strategies will be utilized to make the program successful.

The key strategies of the Climb program model include the following:

Program Research and Planning: Climb staff identify career opportunities in growing fields with livable wages and engage and conduct surveys of businesses and industry groups. Based on this input, Climb works with a community college or private training entity to develop a curriculum for participants. The Climb research and planning phase is critical to determining career paths where long-term job placements are available and provide self-sufficient wages and opportunities for advancement.

Participant Recruitment: Climb staff recruit and receive referrals for low-income single mothers who are most in need, and ready to transition to a new career opportunity. Program staff coach candidates to overcome obstacles such as low self-esteem, childcare, transportation and housing so they can participate. Each Climb program serves on average 10 low-income single mothers who complete the program as a group and evolve into a peer support network.

Comprehensive Training: Job skills trainings for participants develop the skills necessary to seek, obtain, and maintain stable, long-term careers in high-demand occupations. The comprehensive training phase includes industry

specific training, work readiness training, life skills training, parenting skills training, mental health services (including both group and individual counseling provided by a Licensed Mental Health Provider) and participant advocacy services.

Job Placement: Participants transition to the workplace through the Climb job placement where they use skills learned during training in a position that is expected to become a long-term job. Staff members work closely with employers to ensure that participants are meeting expectations and offer additional support as needed. Depending on the needs of the situation, the job placement may include reimbursed wages to the employer.

Ongoing Support: Climb staff members meet with graduates after they finish the program to support success in the workplace and family stability. Climb staff also connect graduates to existing services and benefits in the community. Due to the comprehensive nature and intensity of the program model, it is important that Climb helps participants to maintain the success they have gained and meet challenges as they arise.

C. Community Partnerships

1. A description of how community wide collaboration in planning and implementation occurred.

Since collaboration is a cornerstone of the Climb model, community partners play a critical role in program planning and implementation. Climb involves government agencies such as the Department of Family Services (DFS) to identify and address the needs of the working poor and avoid duplication of services in the community. Local businesses and corporations help Climb plan programs by providing information on the local economy and workforce needs and offering job placement experiences and hiring opportunities for Climb graduates at the end of the program. While Climb staff research programs, local businesses and industry groups help craft the training by explaining their hiring needs, potential wages, current demand, career paths, and traits and skills they are looking for in future employees. Climb staff then partner with community colleges, private training entities and future employers to develop the training curriculum that includes the required knowledge and skills for the training. This thorough research and planning with local businesses ensure that employer needs are met, and participants will be placed into long-term job opportunities with a self-sufficient wage and opportunities for career growth.

Once participants are placed, Climb staff continue to work closely with employers 1) to identify the appropriate match between graduate and employee, 2) to serve as a participant advocate with negotiating details of employment such as wages, work conditions and benefits, and 3) to engage in two work experience performance evaluations to model effective and appropriate communication between the supervisor and employee. The performance evaluations confirm expectations are being met and identify ways the participant can improve if needed. As the participant nears the end of the agreement, Climb staff review the performance evaluations and advocate with the participant to transition into a permanent position. Staff takes both the participant and employer needs into consideration to ensure long-term success for all parties.

During the implementation of the program, Climb partners with dozens of individuals, agencies and organizations to help the participants address barriers to success and help families move out of poverty permanently. To provide increased success with recruitment, Climb has established relationships with specific divisions of DFS and community organizations for referrals. Climb partners with community colleges or private trainers to provided technical expertise during the program. Local citizens at each site volunteer as mock interviewers to help simulate the real-world interview experience for participants. Finally, Climb refers participants to outside agencies for additional mental health support or community support as needed.

1. List the community partners involved in the program implementation and the resources that will be provided by each partner.

(Additional lines/pages may be added if needed.)

Community Partner	Resource that will be provided
Community Action Partnership	Refers potential participants
Shepherd of the Valley	Employer partner
Epsilon Home Health	Employer partner
Prometric	Test provider

Casper College	Training partner
Dale Carnegie	Training provider
Department of Vocational Rehab	Providing services for workplace accommodations
St. Mark's Episcopal Services	Provides resources to participants infants
Natrona County Library	Training resources
Kids Works	Parenting training
Department of Family Services	Refers potential participants
True Care	Refers potential participants
Cedar's Health	Provides testing
Cent\$ible Nutrition	Life skills speaker
Casper Housing Authority	Refers potential participants
Department of Workforce Services	Provides information on employer needs
WCA Regional Training Center	Training partner
Wyoming Medical Center	Employer partner
Primrose Assisted Living Center	Employer partner
Natrona County School District	Meeting host – Transitions

3. Describe how the program will be sustained by the community beyond the funding period.

Climb's program success is built on a partnership between the Climb professional staff and the continued involvement of community members such as government officials, nonprofit organization and agency staff, and business leaders. Climb networks within each community and involves partners in collaborative planning, learning about employment demand and industry needs. Climb staff invites community members and government officials to graduations and other Climb sponsored events. Climb is committed to engaging in conversations about key components of our successful model to support other organizations working to reduce poverty.

Climb recognizes the importance of a diversified funding stream for long-term sustainability and has made significant strides in the private funding arena in the last five years. In order to continue to provide a comprehensive tuition-free program to Wyoming low-income single mothers and their families, Climb relies on critical public funding including the funding received from the Community Partnership Initiative grant. Over the past 34 years, Climb's effective model has worked to move Wyoming families out of poverty and has supported the TANF program's important purposes as described below.

D. Project Goals and Outcomes

1. **Goals for the Project:** What are the goals of your program? How will you serve TANF eligible individuals/families?

Climb's goals address the following purposes of TANF:

Climb helps end the dependence of needy parents on government benefits by promoting job preparation and work. Data shows that Climb graduates statewide decrease their food stamps usage, childcare assistance, and reliance on public healthcare due to the impact of Climb's career training and job placement program. Data provided by the Wyoming Department of Family Services indicates that Wyoming saves an average of \$871,464 and \$165,204 annually due to Climb participants' decreased food stamps usage and childcare assistance, respectively. Data provided through a partnership with the Wyoming Department of Health shows that as Climb graduates increase their wages and move off public health insurance, there is an estimated savings of \$1,193,544 annually to Wyoming.

Climb will provide assistance to needy families so that children may be cared for in their own homes. Children benefit when parents increase their education and income since they have greater access to academic and extracurricular activities, more stable schedules at home, and role models for career success. Along with increased income and consistent schedules, Climb participants learn about themselves through weekly counseling and parenting classes. They also learn executive functioning and communication skills. These resources help them problem solve and communicate with others in their lives to provide a more stable home and rich school environment for their children to thrive.

Furthermore, the goals of the Climb program align with the primary purposes of the TANF CPI grant as described below:

- Ensure community wide collaboration in planning and implementation efforts;
- Award TANF funding based on data-driven, community based decision making;

Climb strives to provide unique services while not duplicating existing community resources. Building strong relationships with referral agencies and community partners is a priority for site staff throughout the year. Some examples of these agencies and organizations include: DFS, Department of Workforce Services (DWS), County Public Health, Local Mental Health Centers, Emergency Agencies, Domestic Violence Agencies and Shelters, Local Housing Authorities, Community Resource Centers, Treatment Centers and Schools.

In recognition of its strong outcomes and innovative programming using TANF funds, the U.S. Department of Health and Human Services selected Climb for a comprehensive TANF case study along with a select few other employment and training programs in the country serving low-income individuals. This site visit occurred in March 2020. From this study, information regarding successful strategies will be shared with other agencies and policy makers helping groups across the country be more effective at breaking the generational cycle of poverty.

- Implement and evaluate effective, research based programs and strategies;

Climb has the unique flexibility to respond to a sites ever-changing economy and to quickly address critical labor shortages in different industries. Each career training and job placement phase of the program is in a high growth, high demand career which can offer employment opportunities with self-sufficient wages and room for growth. Climb takes pride in its planning phase and realizes workforce research and focus on external factors such as employer demand is a vital component to successful outcomes. From this critical planning phase, Casper Climb was able to recently offer Commercial Driver's License, Certified Nursing Assistant, and Medical Career trainings which had high local demand for employees.

- Provide services that will assist families in moving toward self-sufficiency; and

Though TANF income eligibility requirements state participants cannot exceed 185% of the Federal Poverty Level, the majority of Climb participants do not come close to that threshold. The average statewide participant is living at only 30% of the Federal Poverty Level at enrollment, which is equivalent to just \$533 per month for a family of three. Climb's five-year cumulative outcomes for participants show average monthly wages of \$513 at enrollment; wages that more than triple to \$1,914 three months post program. After just 90 days, Climb graduates are earning self-sufficient wages and benefits that allow them to transition off public assistance and provide financial stability for their children. Total Annual Earnings for 2019 Casper Graduates increased from \$105,417 at application to \$248,248 at program end, a 135% increase.

- Enhance sustainability of community efforts beyond the funding period.

In over 30 years of experience, Climb has demonstrated that long-term, self-sufficiency depends not just on employment but also on the ability to navigate decisions, conflict, challenges and emotions successfully. Life skills training sessions take place weekly to help participants develop skills to succeed in all areas of their lives. Topics include budgeting, healthy relationships, nutrition, childcare, conflict management and negotiation skills. Since Climb's focus is on mothers, it is important to offer parenting skills training. The more stable a participant is in her parenting life, the more successful she will be in a long-term job opportunity.

2. **Outcomes:** Using the chart below, please identify the **measurable** outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Show progress each quarter toward the final goal of 80% of the individuals enrolled in the program successfully completing the program.	80% of participants who enter the program will successfully complete it.	During recruitment, Climb staff help participants address any barriers including childcare and transportation. During the program Climb advocates for participants and provides mental health counseling to overcome barriers for success.	Climb tracks the participants who graduate in our customized participant database that can demonstrate trends over time.
75% of Climb program graduates will be employed after program completion.	75% of these program graduates will be employed after program completion.	Climb programs include pre-employment skills including job searching techniques, resume writing, interviewing techniques, employee/employer relationships, and job retention. Climb staff work with the participants to ensure a successful interview process and support the participant during job placement as she practices new skills.	Climb conducts participant follow-ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours per week and hourly wages as well as participant and child health insurance data. From program end to 12 months, Climb collects this data by Climb staff contacting participants via phone, email or text. From 15-24 months, Climb contracts with the Wyoming Survey and Analysis Center (WYSAC) to conduct the follow-ups via phone survey.
Show progress each quarter toward the final goal of individuals who completed the program earning 90% higher wages than when they entered the program.	75% of program graduates will be employed after program completion and will be earning a 90% higher wage than they were before the program.	Comprehensive training develops the participants' strengths and builds upon them through extensive training in high-demand, high-growth occupations that lead to self-sufficient wages. Climb staff follow up with employers to establish performance evaluations and communication for long-term success.	Climb conducts participant follow-ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours per week and hourly wages as well as participant and child health insurance data.
Show progress each quarter toward the final goal of 90% of the individuals who complete the program experiencing a decrease in the dependence on food stamps.	Over time, 90% of program graduates will show a decrease in their dependence on food stamps.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects food stamp and childcare data from the Wyoming Department of Family Services.

50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public health insurance.	Of the graduates who enter the program utilizing public health insurance 50% will end their dependence on public health insurance.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects health insurance data from the participants through the surveys.
Increased knowledge and skills regarding healthy relationships, strong and stable environments, communication and health behaviors.	100% of single mother who enter the Climb program will have received life skills training and mental health counseling.	Climb offers life skills classes as parenting, budgeting, nutrition and more. Climb contracts with a licensed Mental Health Provider at each site and each participant receives individual and group counseling.	Climb staff determine the life skills for each program based on the needs of the participant group. All participants must participate in the mandatory individual and group counseling component of the Climb program.

3. Describe your data collection methods to be used.

Climb formally tracks the progress of program participants for two years after completing the program. Climb staff members use a standardized interview to collect outcome data on each client at the following post program intervals: 3-months, 6-months, 9-months and 12-months after program completion. Climb partners with the Wyoming Survey and Analysis Center (WYSAC) to conduct second year follow-ups. WYSAC staff members use the same standardized interview questions to collect outcome data on each participant at the following intervals: 15-months, 18-months, 21-months and 24-months after program completion.

A customized database tracks program records and ensures accurate, ongoing data collection. Climb utilizes participant self-report forms, staff observations, interviews and records to document each participant's progress and program outcomes. A pre- and post-program mental health assessment identifies mental health symptoms and tracks decreases in symptoms post program.

Data will be provided in quarterly reports to validate outcomes. Quarterly reports will include training completion, hourly wage pre-program and hourly wage post-program. These quantitative goals were selected because they can be consistently tracked and verified using participant or employer interviews and public records.

4. How will you evaluate the effectiveness of the TANF program for individuals/families served? How do you determine the success of your program?

Program evaluation is a critical component of every Climb program. Always striving to better understand our impact and continually improve our efforts, Climb evaluates the results of the program quantitatively and qualitatively.

Quantitatively, staff track the number of candidates; participants who enroll in and complete the career training and job placement phase of the program; the number who acquire unsubsidized employment after program completion; changes in hourly wage rate; and childcare assistance, food stamps, and health care status before and after the program to evaluate levels of reliance on state assistance. Climb also tracks the Return on Investment for each participant. Climb tracks graduates through follow-ups at 3-month intervals from program completion to 24 months post program.

Statewide quantitative outcomes over the past five years include the following:

Graduation Rate: 93% of participants who started the Climb program successfully graduated.

Employment Rate and Wage: Though only 43% of participants were employed at application, 78% were employed two years after completing the program. The average wage of participants including the 57% that enter the program unemployed is \$513 per month. Reaching an average wage two years post program of \$1,797 demonstrates a 250% wage progression.

Public Benefits: Almost 60% of Climb participants were on food stamps at intake. Two years post program, 87% have shown a decrease in food stamp usage, with 97% of those with a decrease eliminating benefits altogether. The percentage of participants on public health insurance decreased from 44% at intake to 21% two years post program, demonstrating a 52% decrease in utilization.

Return on Investment: The proposed program provides at least a 1.5 to 1 Return on Investment as demonstrated below.

Qualitatively, the program is evaluated by improved participant mental health and family relationships through licensed providers' assessments and mental health data accumulated pre- and post-program. The pre- and post-program mental health assessment identifies mental health symptoms and tracks symptom reduction post program. Climb staff utilize client self-report forms, staff observations, client interviews and client records to document each participant's progress. Climb collects participant feedback and personal experiences through the interviews at the end of the program. From the analyses, Climb staff determine if program approaches are achieving desired objectives. Results are used to make data driven program adjustments as necessary to enhance participant success.

G. TANF Recruitment

1. Describe your recruitment and enrollment process or TANF eligible individuals/families?

Staff recruit candidates who are most in need and ready for a life change. During the recruitment phase, staff outline the required knowledge, skills, and abilities, and other training and job requirements for the identified occupation and evaluate each candidate's level of competency in the area. Staff also conduct a thorough assessment to determine additional services available in the community which may include food stamps, childcare and housing assistance, or counseling. Accessing these services and experiencing the stability they can provide a family is critical to successfully completing the program and starting a long-term career. Staff connect candidates to these services and support them along the way. Staff remain in contact with candidates for potential admission into a future program as a participant when they are more stable and ready.

Climb staff accept referrals from local agencies and organizations, post ads in local media, send direct mail, distribute posters and flyers, host an information meeting, and make presentations at community events. Climb extensively uses digital media to target and reach potential participants, including ads via Google, YouTube and Facebook.

2. What is the projected number of TANF eligible individuals that will be served by this program?

During October 1, 2020 through September 30, 2021, Casper Climb will serve low-income single mothers as follows:

- Casper Climb will recruit approximately 130 candidates and work closely with them to increase their stability so that they can successfully complete the career training and job placement phase of the program in the future.
 - Casper Climb will enroll approximately 30 new TANF eligible single mothers and continue services to about 20 mothers already enrolled in the career training and job placement phase program for a total of 50 participants.
 - Casper Climb will also continue to work with approximately 80 graduates. This phase occurs after completion of the program. Graduates receive continued support by staff that is often critical to their long-term job success.
3. Provide an explanation on how income information will be gathered to determine TANF eligibility. Income eligibility shall be established by verifying gross family income for the previous month. Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

Climb uses a rigorous process to ensure income eligibility for the Climb program. If a potential participant is utilizing food stamps, Climb program staff members verify this information with DFS to confirm TANF eligibility. If the potential participant is not utilizing food stamps, Climb program staff members verify employment and wages by checking pay stubs or verifying income with the applicant's employer to ensure that household income is less than or equal to 185% of the Federal Poverty Level. Other family income documents such as unemployment stubs, tax returns, or income verification from other applicable family members are also collected and included in documentation. Eligibility is documented on a provided TANF Eligibility Intake Form that is maintained in each participant's file and reviewed by a Climb home office employee who is specifically trained in eligibility determination. Any questions about eligibility are directed to the State of Wyoming's DFS TANF Program Manager prior to a participant's acceptance to Climb.

BUDGET

Instructions:

1. The budget of the program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on services rather than programs building their administrative structure.
2. List costs of the program including program costs, administrative costs, total costs, and estimated cost per individual/family.
 - a. The Proposer shall submit a proposed budget in line item detail listing each employee's compensation and benefits and each category of expenditure and the proposed amount. The Contractor shall be required to use the invoice form attached to this proposal.
 - b. The budget shall include a narrative of duties of each employee and an explanation of each line item stating the purpose of the expenditures.
 - c. The Proposer shall separate all administrative costs to verify compliance with administrative limitations.
 - d. Administrative expenses shall not exceed 10% of the non-administrative expenses.
3. Only expenses related to services to TANF eligible individuals/families can be billed to TANF CPI. This means that all grant expenses must show the formula for how the allocation of expenses is determined for TANF eligible individuals/families funded under this proposal. Expenses are based on the percentage of TANF individuals/families vs non-TANF individuals/families served as well as the percentage of time working on TANF-related activities.
4. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, rent). Administrative costs are associated with activities needed to support the program, but are not a direct service to families (i.e. data collection, completion of reports).

Budget:

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. *Cash contributions and non-federal funds used to support*)

Some other major funding sources (over \$1,000) include:
Wyoming Community Foundation - \$15,600 (awarded)
Hughes Foundation - \$25,000 (awarded)
Daniels Fund - \$20,000 (awarded)
U.S. Bank - \$5,000 (will apply)
Newell B. Sargent Foundation - \$15,000 (awarded)
Cross Charitable Foundation - \$5,000 (awarded)
Double 4 Foundation - \$5,000 (awarded)
State Farm - \$2,500 (awarded)

Attachment A to the Contract between Wyoming Department of
Family Services and Natrona County Commissioners

Wells Fargo - \$2,000 (pending)
 Wheeler Foundation - \$8,000 (awarded)
 Private Donors - \$20,000 (awarded)

2. What are the cost/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment.

Climb measures the impact on the community by tracking new and continued work with candidates as well as by comparing participants' wages at application and the increased wages the graduates earn 90 days post program.

The following calculation is Casper Climb's projected Return on Investment (ROI) for the proposed program:

- Impact without Program: Climb participants are making an average annual wage of \$5,460 before the program (\$455 per month for 12 months).
- Impact from Program: 90 days post program, graduates are employed making an average annual wage of \$18,312 (\$1,526 per month for 12 months).
- Total increase in wages over first year period = Impact from program \$18,312 - Impact without program \$5,460 = \$12,852.
- Total Cost per Client Served = \$35,000 divided by 180 clients = \$194. Number of clients totals 130 candidates, 30 new participants, and continued services to 20 participants.
- Climb ROI = 66.25 to 1 based on \$12,852 ÷ \$194.
- Climb ROI over the lifetime of a participant = 2,451.15 to 1 based on an average age of participant being 28 and working until age 65 (37 years post program) at an increased wage of \$12,852: 37 years x \$12,852 = \$475,524 ÷ \$194.

Climb
Amount Requested from Proposal:
\$34,834

	Program Costs	Administration Costs	Summary and Justification for Budget Expense
Salaries Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	18,834	2,100	Program Director (\$63,000 annual salary) is responsible for oversight and/or implementation of all aspects of the Climb program model with a primary focus on program coordination, planning and administration. Assistant Program Director (\$54,400 annual salary) is responsible for assisting the Program Director with implementation of all aspects of the Climb program model with a primary focus on program coordination and planning. Business Liaison (\$50,000 annual salary) is responsible for establishing relationships with businesses and industries; working with training entities to ensure job-skills training meets industry needs; recruiting employers; facilitating participant work placements; coordinating employer work evaluations; preparing case notes; assisting with the coordination of participant services such as vaccinations, drug tests, work clothing purchases, etc.; and addressing participant work needs as they arise. Program Coordinator (\$39,000 annual salary) is responsible for performing tasks required to ensure coordination of the multiple programs happening simultaneously throughout the office. Position is also

			responsible for efficiency of case management in order to meet the needs of participants, Climb staff members and community agencies. Program Coordinators also develop healthy and effective relationships that support the work of both Climb staff members and Climb participants. Administrative salaries are to support Climb's centralized home office that support the entire statewide operations to handle such things as budgeting, grant reporting, financial processing, insurance, auditing, and human resources. The amount reflected on this budget represents an allocation of time spent directly supporting the site as well as this grant.
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	500	500	Retirement, health, dental, vision, and life insurance expenses for those employees that participate in Climb's insurance plan. (Program Director, \$1,890; Assistant Program Director \$1,632; Business Liaison \$6,000 and Program Coordinator \$80)
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	1,710	400	Employer paid payroll taxes are estimated at 10% of the salaries budgeted. (Program Director, \$6,300; Assistant Program Director, \$5,440; Business Liaison \$5,000; Program Coordinator \$3,900)
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Recruiting and Marketing Cannot include promotional items.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Travel Travel necessary to serve participants.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Rent and utilities Admin: Rent and utilities for time spent managing the grant. Program: Rent and utilities for space provided to direct services for participants.	4,785	N/A	Rent and utilities for office space, classrooms, and group/individual mental health treatment space. Also includes phone, fax, internet services, and cleaning of office space.
Participant Tuition and Class Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.

Participant Class Supplies and Materials	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant License and Certification Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Drug and Aptitude Screening Can include other types of assessments.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Work Support Services and Clothing	500	N/A	Items needed to successfully complete training and work experience. Includes steel-toed boots, coveralls, gloves, tools, scrubs, professional attire and more.
Participant Wages	3,555	N/A	Employer wage reimbursement for supervised on-the-job training.
Participant Fringe Benefits	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Incentives	1,000	N/A	Incentives earned by participants for completed goals to assist them with living expenses while in training.
Other Student Needs: Mental Health Provider	950	N/A	Amounts paid to contracted mental health provider for group and individual counseling services.
Sub-Total	31,834	3,000	Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)	34,834		
Number of TANF Participants Planning to Serve	180		
Cost Per TANF Participants	194		

COVER PAGE

1. County/Tribe: Natrona County

2. Project/Grant Administrator. Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Marilyn Dymond Wagner
Title: Executive Director
Organization: Community Action Partnership of Natrona County
Address: 800 Werner Ct., Suite 352 Casper, WY 82601
Phone: 307-232-0124
Email address: mdymondwagner@natronacounty-wy.gov

3. Primary Contact for the Sub-recipient. Implements the program.

Name: Amanda Lewallen
Title: Branch Manager
Organization: Greater Wyoming Big Brothers Big Sisters
Address: 400 E 1st Street, Suite 310, Casper, Wyoming 82601
Phone: 307-265-2227
Email: amanda@wyobbbs.org

4. Program Name: Greater Wyoming Big Brothers Big Sisters, Natrona County

5. Requested Amount: \$14,834

PROPOSAL

A. Summary of Proposed Program

1. Please provide a synopsis of the program you propose.

BBBS proposes providing one-to-one and small group mentoring programming for youth ages 5-16 and quarterly family engagement activities to aid at-risk families so that children may be cared for in their own homes. Our agency is grounded in the philosophy that positive outcomes occur from building strong, trusting relationships with families served. Children may be removed from their homes because of parental arrests or criminal charges, mental health issues, divorce, trauma and crisis, alcohol or drug abuse, domestic violence, or child maltreatment. In 2019, 57% of youth served by BBBS in Natrona County meet or exceed poverty levels and more than half of the youth served live with single parents, grandparents or foster parents. Through the last 49 years that BBBS has provided programming in Wyoming, the agency has encountered and worked closely with families experiencing the above situations.

BBBS proposes providing programming to youth in one-to-one mentoring, including case management for youth and their families. Case management is provided on a monthly basis, and includes an assessment of child development and socio-emotional growth, as well as child safety.

BBBS is in a unique position to be able to connect with families in a trusting, non-intrusive way. Families can feel apprehensive about receiving services due to the perceived stigma or fear of negative consequences. As staff builds trusting relationships with youth and their families, staff are able to assess risk factors and can help families connect to partnering agencies and receive services before situations become so disruptive that a child is removed from their home. BBBS is able to provide referrals to community resources and improve family connections and interactions with school personnel, counselors, and court systems.

2. Is this program different than previous programs operated with TANF funds in the past?

Yes No If so, how is it different?

3. Area(s) served.

Natrona County

7. Population served.

Big Brothers Big Sisters will serve all interested income-eligible youth ages 5-16, as well as their families, who are at-risk for not being able to care for their children in their home or in the home of relatives.

8. Beginning and end date of program.

October 1, 2020 to September 30, 2021

9. Program availability: when is the program offered (i.e. time of day, how often, time of year)?

Programming is offered year-round. Once screened and enrolled, youth and their mentors meet approximately once a week for about two to three hours at a mutually agreed upon time and

location in the community. If youth are involved in site-based mentoring, they meet with their mentor at the same time and same location—often a school—each week. Case managers contact both volunteers and families at least once a month to evaluate relationship development, assess child safety, and document youth development. Family engagement activities are hosted at least quarterly and provide opportunities for families to increase parental knowledge, grow community and social connections, and strengthen family bonds and resilience. Higher-risk families can be paired with trained care coordinators as times of need emerge to create a system of natural supports through professional networks and systematic case management.

B. Statement of Need

The intent of TANF CPI is to provide Counties with programs that meet specific needs of their community.

1. How have you determined there is a need for the services you propose? Describe local data that was used to determine the needs of families.

2018 Prevention Needs Assessment data for the Natrona County indicates that almost one in five (17.27%) youth indicate they do not have someone they can talk to about their problems, slightly higher than the state average of 16%. Additionally, more than 65% of youth felt so depressed that nothing could cheer them up (ranging from a little of the time to all of the time). Natrona County youth also shared that over the course of a week, 52% of youth had not talked with one of their parents about their thoughts and feelings.

BBBS seeks to provide a positive role model for income eligible youth, especially those with risk factors such as living in a single parent household, poor family management, or other family risk factors. The organization also seeks for form strong, trusting relationships with at-risk families, developed strongly enough that families can reach out to the organization for support and connection to community resources and partner organizations.

Many families would qualify for TANF; data from the school districts indicates that this year 38% of Natrona SD#1 students receive a free or reduced-price lunch. In 2019, 57% of BBBS youth were living at or below poverty thresholds.

2. What is the resource gap(s) that is being addressed by your program?

Almost one in five Natrona County youth reported they did not have an adult they can talk to according to the 2018 PNA Survey results. BBBS would be providing a positive role model for TANF eligible at-risk youth in Natrona County. The program would also be closely working with families, providing monthly case management to assess family strengths and needs, hosting quarterly family engagement activities, connecting families with local resources, and serving as an advocate for families during times of need. Through the strong relationships formed between the agency and family, BBBS is able to reach these families as a natural extension of the free mentoring services provided to youth. This unique approach may allow BBBS to reach families that may not be receiving services elsewhere due to fear, embarrassment, or lack of knowledge of services. BBBS can refer families as needed to services through community partners and organizations in order to increase opportunities for success.

3. Describe what research based programs and strategies will be utilized to make the program successful.

Big Brothers Big Sisters youth mentoring has been endorsed as a Legacy Best Practice prevention program by US Department of Health and Human Services Substance Abuse Mental Health Services Administration (SAMHSA), an Effective program by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the US Department of Justice National Institute of Justice (NIJ), and is listed as Promising in the Blueprints for Youth Development matrix.

Mentoring and relationship building is at the center of all the services the agency provides. Mentoring is a catalyst in the complex formula of variables yielding in positive youth outcomes, often impacting more than one developmental area, as well as hard and soft skills (DuBois et al, 2011). Youth in mentoring relationships experience “teachable moments” when mentors expose them to new experiences or challenge youth to expand or refine their already existing skills. Positive attitudes about learning also transcend to academic settings, allowing impacting academic curiosity, motivation, and performance. In a meta-analysis of 73 different evaluations of mentoring programs, mentors can “help shift youth’s conception of both their current and future identity” (DuBois et al., 2011). Multiple studies indicate that mentoring benefits high-risk youth in a variety of ways, including reductions in recidivism, social conflicts, depression, and substance abuse (DuBois et al, 2011; MacArthur, Higgenbotham, & Ho, 2013; Herrera et al, 2013). Mentoring can change also the perspective of the youth about the usefulness of community’s resources and the importance of community and school to the youth (National Dropout Prevent Center, 2013). Youth in BBBS programs can engage in positive socialization, feel secure, be listened to, and be validated by an adult other than their parents.

Families with risk factors such poverty, functioning with one parent, and coping with other stresses can form a trusting, secure relationship with BBBS that allows for growth and increased family resilience. A 2017 study by Ridings, Beasley, & Silovsky indicates that social support and family resources are “pivotal protective factors in buffering against child maltreatment.” And, a 2019 study found positive youth development to be crucial in family interventions to increase parental supervision and family activities (Mackova et al, 2019).

C. Community Partnerships

1. A description of how community wide collaboration in planning and implementation occurred.

The Natrona County Branch of BBBS has a community resource committee to advise the organization of community needs and opportunities. Additionally, BBBS works closely with community partners. In the last year, partnerships have allowed for increased community awareness about programming and opportunities, as well as collaboration in recruiting youth, families, and volunteers.

2. List the community partners involved in the program implementation and the resources that will be provided by each partner.

Community Partner	Resource that will be provided
Natrona County Prosecuting Attorney’s Office Safe Kids, Safe Communities	Referrals, coordination of services for at-risk youth Connections to community resources for –at-risk families, CS volunteer opportunities for PY
Natrona County Prevention Coalition	Referrals, connections to community resources for at-risk families, community service volunteer opportunities
Mercer Family Resource Center	Referrals, connections to community resources for at-

	risk families, coordination of services for at-risk youth
Youth Crisis Center and Group Home	Referrals, coordination of services for at-risk youth
Natrona County School District	Referrals, outreach, site based "lunch buddies" program
Casper Family YMCA	Activities space, positive recreation opportunities
Natrona County Juvenile Services Board	Referrals, coordination of services for at-risk youth
Wyoming Food For Thought Project	Connections to community resources for –at-risk families, CS volunteer opportunities for PY
Joshua's Storehouse	Connections to community resources for at-risk families, CS volunteer opportunities for PY
Department of Family Services	Referrals, connections to community resources for at-risk families, coordination of services for at-risk youth
St. Stephen's Episcopal Church, VFW, Vibes Performing Arts	Youth and Family Activities

(Additional lines/pages may be added if needed.)

- Describe how the program will be sustained by the community beyond the funding period.

BBBS continuously works to diversify funding for the most sustainable future. The agency receives state grants, funding from local government entities, and foundation grants. In addition to grants, the agency has been working to increase private donations. The agency has been working on cultivating donor relationships in order to secure long term giving and has had some success as a result of these relationships. The process is designed to show results over time and the agency plans to continue donor cultivation and stewardship over time in order to continue to diversify its funding.

D. Project Goals and Outcomes

- Goals for the Project:** What are the goals of your program? How will you serve TANF eligible individuals/families?

The goals of BBBS will be to provide 15 eligible youth with one to one mentoring (including case management) and host at least one family engagement activity each quarter.

- Outcomes:** Using the chart below, please identify the **measurable** outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
<i>For youth in one-to-one mentoring programming</i>			
80% of youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or socio-emotional competency.	Youth Outcomes Survey	<i>One to one mentoring activities—youth and volunteers meet approximately once a week for 6months (site based mentoring) or 12 months (community based mentoring)</i>	Baseline and follow-up (at 6 months for site based mentoring or at 12 months for community based mentoring)
80% of youth will improve or maintain	Youth Outcomes Survey	<i>Quarterly family engagement activities.</i>	Baseline and follow-up (at 6 months for site based mentoring

positive attitudes in relation to parental trust or adult relationships.			or at 12 months for community based mentoring)
--	--	--	--

3. Describe your data collection methods to be used.

BBBS will utilize a nationally developed measuring tool called the Youth Outcomes Survey (YOS) to measure outcomes and program effectiveness. The YOS measures improvements in the following areas: school connectedness, social competence, family connections, special adult, risky behaviors, depressive symptoms, life satisfaction, emotion regulation, and protective behaviors. These measurements are linked to three overall strategic outcomes selected by Big Brothers Big Sisters on a national level: educational success, avoidance/reduction of risky behaviors, and socio-emotional competence. The YOS was developed and tested by top mentoring researchers in 2007 and 2008 and was implemented by BBBS agencies in 2009; a revised version was released in 2019.

Surveys are administered to children upon enrollment in a program and then again after children have been in the program for a year. The first survey gives a baseline for each child and will allow for a comparison with results from the second survey. Staff compliance rates for administering the YOS are closely supervised on a national level by Big Brother Big Sister of America. Staff understand the results are crucial to the agency in order to determine the effectiveness of the programs and in order to be able to provide a deeper level of accountability to funders.

4. How will you evaluate the effectiveness of the TANF program for individuals/families served? How do you determine the success of your program?

BBBS will evaluate the effectiveness of the TANF program through the results of the Youth Outcomes Survey. However, since these results are only available 6 to 12 months after the baseline is completed, case managers keep detailed notes during monthly contact with families and volunteers. Case managers also create a youth development plan and can incorporate family goals as well. During the period between the baseline and follow-up survey, case managers can mark individual and family progress, determine if any goals should be modified or newly set, and provide support and encouragement as families and youth make progress.

G. TANF Recruitment

1. Describe your recruitment and enrollment process or TANF eligible individuals/families?

BBBS works closely with school teachers and staff, community counselors and therapists, and other community organizations to connect with at-risk youth and families. The agency also recruits youth and families at community events.

2. What is the projected number of TANF eligible individuals that will be served by this program?

BBBS anticipates serving 15 youth.

3. Provide an explanation on how income information will be gathered to determine TANF eligibility. Income eligibility shall be established by verifying gross family income for the previous month. Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

TANF income information is gathered during the youth and family enrollment process by case managers. Families complete a registration form, which includes income data and the number of adults and children in the household; intake also includes a family assessment, where risk factors are evaluated. Upon completion of the enrollment processes, case managers designate vetted youth and families as TANF verified in the BBBS secure, online database, where monthly/quarterly reports are generated for accurate reporting. Copies of completed forms are secured in locked filing cabinets.

BUDGET

Budget:

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. *Cash contributions and non-federal funds used to support*)

City of Casper
Natrona County
NCSA Recreation Board
Casper Star Tribune
Rocky Mountain Power
API
Wyoming Community Foundation
Wyoming Episcopal Foundation
Skelton Foundation
Individual Donations
Fundraisers

2. What are the cost/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment.

The exact value of prevention is difficult to measure, but it is easy to consider how the investment of a relatively small amount of funds early can save thousands in intervention services later. At an anticipated cost of approximately \$1,000 per youth/family served, the proposed program is much less expensive than most traditional approaches.

- Functional Family Therapy (A short-term family therapy intervention and juvenile diversion program helping at-risk children and delinquent youth to overcome adolescent behavior problems, conduct disorder, substance abuse and delinquency) is estimated at \$2,800 (blueprintsprogram.org).
- 2014 data indicates the Wyoming Girls' School costs \$261 per day based on an operating capacity of 64 girls and the Wyoming Boys' School costs \$222 per day based on an operating capacity of 100 (Justice Policy Institute).

- Wyoming foster care costs for children in the same age groups served by BBBS range from \$859-\$941 per month (Ahn, DePanfilis, Frick, & Barth, 2018).

These costs are significantly higher than the average of \$1,000 per family per year it would cost the BBBS program.

A research brief from Mentor.org indicated that for every dollar invested in effective mentoring programs, there is a return of \$2.72. This positive return on investment reflects projected increases in lifetime earnings, as well as dollars saved through evidence-based mentoring-related outcomes, such as reduced juvenile delinquency and crime, improved school attendance, higher graduation rates, and lowered risk of youth involvement in costly behaviors such as drug, alcohol, and tobacco use.

BBBS
Annual Amount Requested from Proposal:
\$14,834

	Program Costs	Admin Costs	Summary and Justification for Budget Expense
Salaries <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$9,060	\$1,200	BBBS duties include: family and volunteer recruitment and identification, enrollment and screening, assessment, matching, match supervision and support, case management, planning and coordination of small group mentoring, planning and implementation of family engagement activities, and coordination with community partners
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Employer Payroll Taxes <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$1,447	\$127	FICA, Unemployment, & Workers Compensation
Supplies <u>Admin:</u> Supplies and expenses needed to manage the grant. <u>Program:</u> Supplies needed for instructor use.	\$300	Click here to enter text.	Supplies for quarterly youth and family engagement activities.
Recruiting and Marketing Cannot include promotional items.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Travel Travel necessary to serve participants.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Rent and utilities Admin: Rent and utilities for time spent managing the grant. Program: Rent and utilities for space provided to direct services for participants.	\$2,700	Click here to enter text.	Percentage of rent for case management offices and confidential interview space. Utilities including phone and internet necessary for case management.
Participant Tuition and Class Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Class Supplies and Materials	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant License and Certification Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Drug and Aptitude Screening Can include other types of assessments.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Work Support Services and Clothing	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Wages	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Fringe Benefits	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Incentives	Click here to enter text.	Click here to enter text.	Click here to enter text.
Other Student Needs: Description -	Click here to enter text.	Click here to enter text.	Click here to enter text.
Sub-Total	\$13,507	\$1,327	Total Administrative Costs cannot exceed 10% of your total <i>Program</i> Costs
TOTAL BUDGET (Program + Admin)	\$14,834		
Number of TANF Participants Planning to Serve	15		
Cost Per TANF Participants	\$988.93		

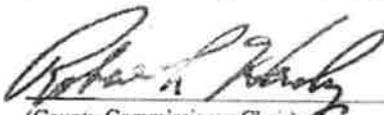
ASSURANCE

In compliance with this grant proposal, as published by the Department of Family Service, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

If successful in securing funds for TANF CPI, applicant agrees to the following:

1. Must abide by all rules (if applicable), state, and federal laws applicable to the grant.
2. Must guarantee compliance to federal, state and local fiscal guidelines and reporting requirements applicable to the grant.

Authorized Representative Signature:


(County Commissioner Chair)

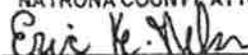
Printed Name: Rob Hendry

Date: 4/20/2020

Assurances must be signed for grant application to be considered.

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

BY:



DATE:

4-20-2020

Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI
FFY21 Quarterly Report and Invoice

County/Tribe:

Natrona County

Reporting Period:

Date:

Evaluation of Outcomes:

EOS:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
75% of EOS program applicants attending orientation will formally enroll and actively participate in the TANF EOS program	53 of 73 CAPNC clients attending orientation will formally enroll in the TANF EOS program	Click here to enter text.	Click here to enter text.
50% of the applicants actively participating in the program will gain employment or increase their monthly wage.	28 of the applicants completing TANF EOS will obtain employment or increase their monthly wage.	Click here to enter text.	Click here to enter text.
70% of participants obtaining employment will maintain employment for at least 90 days	20 participants obtaining employment will maintain employment for at least 90 days	Click here to enter text.	Click here to enter text.

Big Brothers Big Sisters

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
80% of youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or socio-emotional competency.	Youth Outcomes Survey	Click here to enter text.	Click here to enter text.
80% of youth will improve or maintain positive attitudes in relation to parental trust or adult relationships.	Youth Outcomes Survey	Click here to enter text.	Click here to enter text.

Climb Wyoming

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Show progress each quarter toward the final goal of 80% of the individuals enrolled in the program successfully completing the program.	80% of participants who enter the program will successfully complete it.	Click here to enter text.	Click here to enter text.

75% of Climb program graduates will be employed after program completion.	75% of these program graduates will be employed after program completion.	Click here to enter text.	Click here to enter text.
Show progress each quarter toward the final goal of individuals who completed the program earning 90% higher wages than when they entered the program.	75% of program graduates will be employed after program completion and will be earning a 90% higher wage than they were before the program.	Click here to enter text.	Click here to enter text.
Show progress each quarter toward the final goal of 90% of the individuals who complete the program experiencing a decrease in the dependence on food stamps.	Over time, 90% of program graduates will show a decrease in their dependence on food stamps.		
50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public health insurance.	Of the graduates who enter the program utilizing public health insurance 50% will end their dependence on public health insurance.		
Increased knowledge and skills regarding healthy relationships, strong and stable environments, communication and health behaviors.	100% of single mother who enter the Climb program will have received life skills training and mental health counseling.		

Successes and Challenges:

Please share quarterly successes and challenges.

Quarterly Invoice: Natrona County Commissioners

Submit To:
 Georgia Auch
 georgia.auch1@wyo.gov

Expenditures for the Month(s) and Year of: _____
 Submitted on _____

	Program Costs	YTD Program	Admin. Costs	YTD Admin	Program Budget	Admin Budget
Salaries						
EOS					\$17,300.00	\$1,730.00
GWBBBS					\$9,060.00	\$1,200.00
Climb					\$18,834.00	\$2,100.00
Employer Paid Benefits						
EOS					\$9,932.00	\$992.00
Climb					\$500.00	\$500.00
Employer Payroll Taxes						
EOS					\$911.00	\$91.00
GWBBBS					\$1,447.00	\$127.00
Climb					\$1,710.00	\$400.00
Supplies						
EOS					\$400.00	\$40.00
GWBBBS					\$300.00	
Rent and Utilities						
EOS					\$3,059.00	\$273.00
GWBBBS					\$2,700.00	
Climb					\$4,785.00	
Participant Tuition and Class Fees						
EOS					\$7,936.00	\$793.00
Participant License and Certification Fees						
EOS					\$1,250.00	\$125.00
Participant Drug and Aptitude Screening						
EOS					\$1,150.00	\$115.00
Work Support Services and Clothing						
EOS					\$600.00	\$60.00
Climb					\$500.00	
Participant Wages						
Climb					\$3,555.00	
Participant Incentives						
Climb					\$1,000.00	
Other Participant Needs						

EOS					\$3,075.00		
Climb Mental Health Provider					\$950.00		
Sub-Totals	0.00	0.00	0.00	0.00	\$90,954.00	\$8,546.00	
Quarterly TOTAL (Program + Admin)						\$99,500.00	
Number of Participants Served							
Cost Per Participant							

TANF Participant Application and Eligibility Form

Instructions: All applicants shall complete a TANF Participant Application and Eligibility Form. Failure to provide the requested information will result in disqualification from participating in the program. The completed and signed form shall be kept in applicant's file. Participant files shall be kept for 3 years following program exit date.

PROGRAM DATA	
Program Name:	
Date of Program Enrollment:	
APPLICANT DATA	
Applicant Name:	
Social Security Number:	
Address, City, State, Zip:	
Phone:	
Date of Birth (mm/dd/yyyy):	
Parenting Adult:	<input type="checkbox"/> Custodial <input type="checkbox"/> Non-Custodial with Financial Responsibilities <input type="checkbox"/> Legal Guardian who is related to child(ren).
Other adult(s) in the Home and Relationship:	
Number of Children:	
Government Programs Enrolled in:	<input type="checkbox"/> SNAP <input type="checkbox"/> Child Care <input type="checkbox"/> LIEAP <input type="checkbox"/> WIC <input type="checkbox"/> POWER <input type="checkbox"/> Medicaid <input type="checkbox"/> Section 8 Housing
Court Ordered Child Support:	<input type="checkbox"/> Yes <input type="checkbox"/> No Monthly Amount \$
Is applicant currently employed:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, name of employer and amount:	Employer Name: _____ Hours worked per week Hourly Wage Monthly Gross Amount
Other Income in Household?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, source of income, who receives it and amount	Source: Who: Monthly Gross Amount \$
TOTAL Gross Household Income:	\$ _____
ELIGIBILITY CHECKLIST	
Eligibility is determined at time of enrollment; future changes in status will not affect applicant's ability to complete program.	
Applicant lives in Wyoming.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant is a U.S. Citizen or Legal Resident.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant and her family (<i>benefit unit</i>) meet income eligibility (<i>185% of Federal Poverty Guidelines</i>).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant is a parenting adult; custodial, non-custodial, or related guardian.	<input type="checkbox"/> Yes <input type="checkbox"/> No

I certify that the above information is correct to the best of my knowledge, and I agree that this information may be released to the Wyoming Department of Family Services.

Applicant Signature

Date

I certify that the above information is correct to the best of my knowledge. I agree to protect the confidentiality of the applicant information and to use the information for authorized statistical purposes only.

Program Representative

Date

TANF Participant Application and Eligibility Form

Instructions: All applicants shall complete a TANF Participant Application and Eligibility Form. Failure to provide the requested information will result in disqualification from participating in the program. The completed and signed form shall be kept in applicant's file. **Participant** files shall be kept for 3 years following program exit date.

PROGRAM DATA	
Program Name:	
Date of Program Enrollment:	
APPLICANT DATA	
Applicant Name:	
Social Security Number:	
Address, City, State, Zip:	
Phone:	
Date of Birth (mm/dd/yyyy):	
Parenting Adult:	<input type="checkbox"/> Custodial <input type="checkbox"/> Non-Custodial with Financial Responsibilities <input type="checkbox"/> Legal Guardian who is related to child(ren).
Other adult(s) in the Home and Relationship:	
Number of Children:	
Government Programs Enrolled in:	<input type="checkbox"/> SNAP <input type="checkbox"/> Child Care <input type="checkbox"/> LIEAP <input type="checkbox"/> WIC <input type="checkbox"/> POWER <input type="checkbox"/> Medicaid <input type="checkbox"/> Section 8 Housing
Court Ordered Child Support:	<input type="checkbox"/> Yes <input type="checkbox"/> No Monthly Amount \$
Is applicant currently employed:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, name of employer and amount:	Employer Name: Hours worked per week Hourly Wage Monthly Gross Amount
Other Income in Household?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, source of income, who receives it and amount	Source: Who: Monthly Gross Amount \$
TOTAL Gross Household Income:	\$
ELIGIBILITY CHECKLIST	
Eligibility is determined at time of enrollment; future changes in status will not affect applicant's ability to complete program.	
Applicant lives in Wyoming.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant is a U.S. Citizen or Legal Resident.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant and her family (<i>benefit unit</i>) meet income eligibility (<i>185% of Federal Poverty Guidelines</i>).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant is a parenting adult; custodial, non-custodial, or related guardian.	<input type="checkbox"/> Yes <input type="checkbox"/> No

I certify that the above information is correct to the best of my knowledge, and I agree that this information may be released to the Wyoming Department of Family Services.

Applicant Signature

Date

I certify that the above information is correct to the best of my knowledge. I agree to protect the confidentiality of the applicant information and to use the information for authorized statistical purposes only.

Program Representative

Date

Contract #: 205911

Entry Date:8/18/2020 4:51:06 PM

Department: Wyoming Department of Family Services

Agency Contact: Humphrey, Jacklyn

Phone: 5355

Other Agency Contact: Georgia Auch 307-
746-3901

WYOMING ATTORNEY
GENERAL'S OFFICE

AUG 19 2020

Margaret A. R. Schwartz
APPROVED AS TO FORM

Client Comments: Template 205754 100% federal funding

Contractor/Vendor Name: Natrona County Commissioners

Contract Title: CPI

Contract Type: General Services - Federal
Funds

Contract Amount: 0

Contract Effective Date:

Contract Expiration Date:

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Maggie Schwartz

RESOLUTION NO. 51-20

RESOLUTION NAMING SERENITY RANCH ROAD

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming; approved on May 4, 2010 a pre-approved road name list, so that road names may be assigned more efficiently; and

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming, received a request to name an un-named ranch access road from the approved list; and

WHEREAS, the Board received public comment in favor of renaming of this road and no comments in opposition were received; and

WHEREAS, the 30' portion of road is located in portions of the S/2 NW SE: SW SE: E/2 SW: of Section 18, Township 35N, Range 82W of the 6th P.M.

NOW, THEREFORE, the Board of County Commissioners of Natrona County, Wyoming, hereby name this ranch road access, Serenity Ranch Road, and further orders that it be reflected henceforth on maps and county addressing issued by Natrona County.

PASSED, APPROVED AND ADOPTED this 6th day of October, 2020.

**BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming**

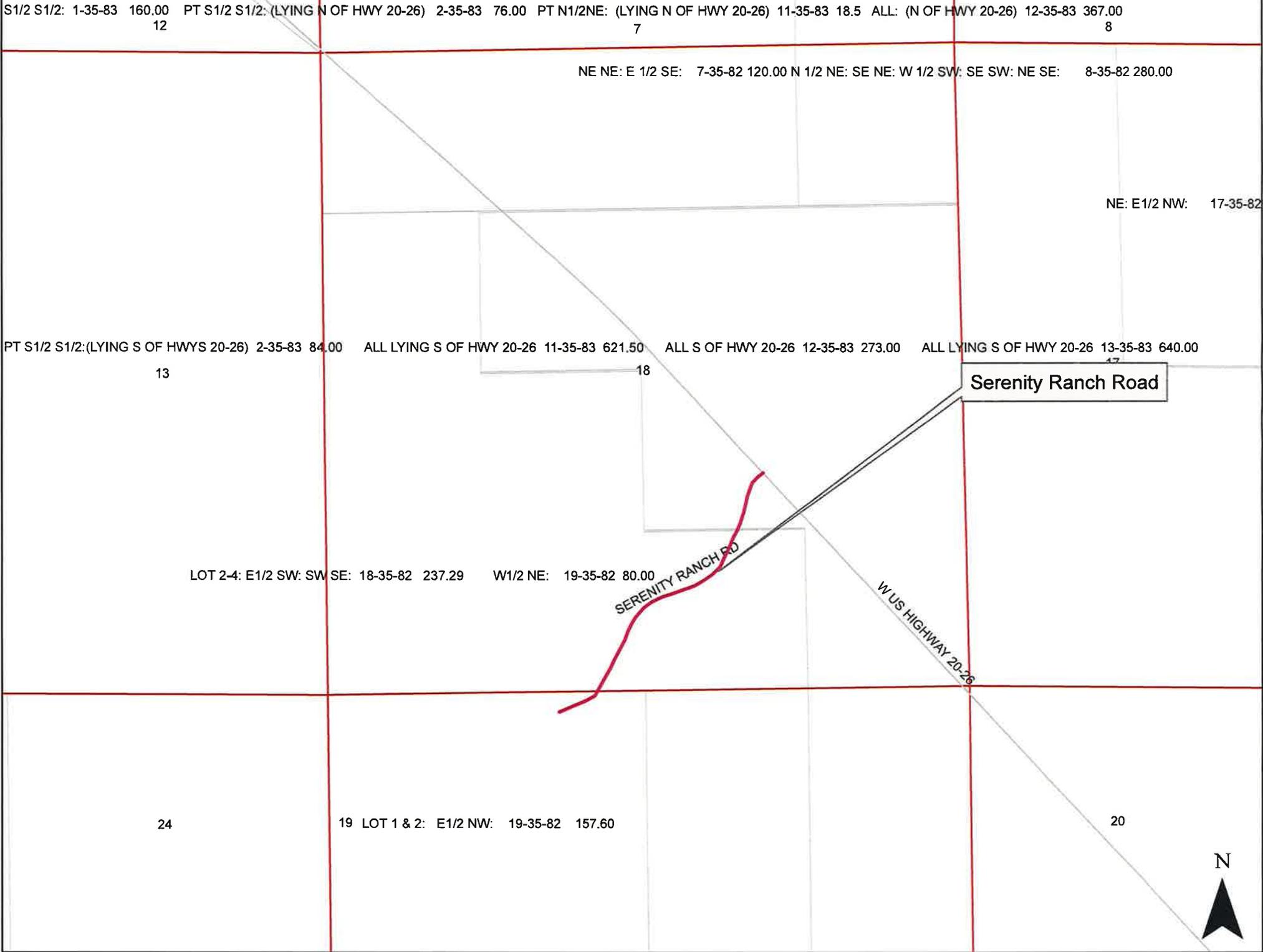
Robert L. Hendry, Chairman

ATTEST:

Tracy Good, County Clerk

APPROVED AS TO FORM:

Eric K. Nelson
Eric K. Nelson, County Attorney



S1/2 S1/2: 1-35-83 160.00
12

PT S1/2 S1/2: (LYING N OF HWY 20-26) 2-35-83 76.00

7

PT N1/2NE: (LYING N OF HWY 20-26) 11-35-83 18.5

ALL: (N OF HWY 20-26) 12-35-83 367.00
8

NE NE: E 1/2 SE: 7-35-82 120.00 N 1/2 NE: SE NE: W 1/2 SW: SE SW: NE SE: 8-35-82 280.00

NE: E1/2 NW: 17-35-82

PT S1/2 S1/2:(LYING S OF HWYS 20-26) 2-35-83 84.00
13

ALL LYING S OF HWY 20-26 11-35-83 621.50

ALL S OF HWY 20-26 12-35-83 273.00

ALL LYING S OF HWY 20-26 13-35-83 640.00
17

Serenity Ranch Road

LOT 2-4: E1/2 SW: SW SE: 18-35-82 237.29

W1/2 NE: 19-35-82 80.00

SERENITY RANCH RD

W US HIGHWAY 20-26

24

19 LOT 1 & 2: E1/2 NW: 19-35-82 157.60

20





MEMO

DATE: September 24, 2020

TO: Rob Hendry, Commission Chairman, Commissioners and
Eric Nelson, County Attorney

FROM: Michael D. Haigler, Road, Bridge and Parks Superintendent *MDH*

SUBJECT: Notice of Award Alcova Reservoir Road Surfacing and Drainage Improvements

On September 22, 2020 bids were received from 71 Construction, Granit Peak Construction Services, Andreen Hunt Construction, Knife River, and Wayne Coleman Construction for the Alcova Reservoir Road Surfacing and Drainage Improvements project. 71 Construction submitted the low bid of **\$755,007.10**. A copy of the bid tabulation is attached.

The bids were reviewed by the Engineer and appear correct and responsive. Staff recommends issuing the notice of award to 71 Construction for the base bid amount of \$755,007.10. Please sign the Notice of Award and return it to me to forward on to the contractor.

Upon receiving the signed acceptance of the Notice of Award the Contractor will furnish a signed contract and all necessary documents requested and then the BOCC will sign the agreement and a notice to proceed will be issued.

NOTICE OF AWARD

October 6, 2020

TO: 71 Construction
PO Box 4600
Casper, WY 82604

PROJECT: Alcova Reservoir Surfacing and Drainage Improvements Project

You are notified that your Bid dated September 22, 2020 for the above Project has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Total Base Bid. The Contract Price of your contract is Seven Hundred Fifty Five Thousand Seven Dollars and ten cents (\$755,007.10).

Enclosed are one (1) unsigned original Agreement, Performance and Payment Bonds, and the Joint Account Agreement, for the construction of this project. You must comply with the following conditions precedent within thirty (30) days of the date of this Notice of Award, that is by November 5, 2020:

1. You must deliver to the Owner the fully executed Agreement.
2. You must deliver the Performance and Payment Bonds.
3. You must deliver a Certificate of Insurance, Certification of Workers' Compensation Coverage, and an Official Notice of Unemployment Insurance Coverage. The certificate of insurance shall include Additional Insured Owners, Lessees or Contractors Automatic Status, Form Number CG 20 33, naming Natrona County and the Engineer as Additionally Insured.
4. The Owner is required by Wyoming Statutes Section 16-6-701, et seq., to enter into an interest bearing deposit agreement with the Contractor's depository for the escrow of retained partial payment funds, unless otherwise directed in writing. If you do not want to initiate this action, you must deliver a letter of forfeiture waiving the Joint Account Agreement. If you want to establish an escrow account for the retainage, you must deliver the executed Joint Account Agreement.
5. You must deliver a completed W-9 form, unless you have had a contract with the Natrona County Board of County Commissioners in the last 12 months.
6. You must deliver this original Notice of Award, with the Acceptance of Notice below, fully executed.

Failure to comply with these conditions and deliver these documents to the Owner within the time specified, will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your Bid Bond forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

NATRONA COUNTY, WYOMING

Rob Hendry
Chairman, Natrona County Board of County Commissioners

ACCEPTANCE OF NOTICE

Company

Name

Signature

Title

Receipt Date

NA-2

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
By: Eric K. Nelson
DATE: 9-28-2020

ALCOVA RESERVOIR ROAD SURFACING AND DRAINAGE IMPROVEMENTS

BID TABULATION

September 22, 2020

ITEM	UNIT	ESTIMATED QUANTITY	71 CONSTRUCTION		GRANITE PEAK CONSTRUCTION SERVICES	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MOBILIZATION	LS	LUMP SUM	\$41,003.68	\$41,003.68	\$45,000.00	\$45,000.00
MISCELLANEOUS FORCE ACCOUNT	FA	5000	\$1.00	\$5,000.00	\$1.00	\$5,000.00
12" CULVERT	LF	40	\$150.00	\$6,000.00	\$48.00	\$1,920.00
24" CULVERT	LF	240	\$150.00	\$36,000.00	\$89.00	\$21,360.00
12" FLARED END SECTION	EA	2	\$100.00	\$200.00	\$55.00	\$110.00
24" FLARED END SECTION	EA	10	\$100.00	\$1,000.00	\$150.00	\$1,500.00
CONCRETE VALLEY GUTTER	SY	625	\$100.00	\$62,500.00	\$113.00	\$70,625.00
CONCRETE SURFACING	SY	465	\$100.00	\$46,500.00	\$113.00	\$52,545.00
UNCLASSIFIED EXCAVATION (BORROW)	LS	LUMP SUM	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00
GRAVEL SURFACING	TON	34782	\$15.81	\$549,903.42	\$19.50	\$678,249.00
SEEDING	LS	LUMP SUM	\$1,400.00	\$1,400.00	\$6,000.00	\$6,000.00
TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM	\$1,000.00	\$1,000.00	\$15,500.00	\$15,500.00
STORM WATER CONTROL	LS	LUMP SUM	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00
			TOTAL BID=	\$755,007.10	TOTAL BID=	\$917,309.00

ALCOVA RESERVOIR ROAD SURFACING AND DRAINAGE IMPROVEMENTS**BID TABULATION**

September 22, 2020

ITEM	UNIT	ESTIMATED QUANTITY	WAYNE COLEMAN CONSTRUCTION		KNIFE RIVER	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MOBILIZATION	LS	LUMP SUM	\$90,789.50	\$90,789.50	\$42,800.00	\$42,800.00
MISCELLANEOUS FORCE ACCOUNT	FA	5000	\$1.00	\$5,000.00	\$1.00	\$5,000.00
12" CULVERT	LF	40	\$95.00	\$3,800.00	\$116.15	\$4,646.00
24" CULVERT	LF	240	\$100.00	\$24,000.00	\$133.00	\$31,920.00
12" FLARED END SECTION	EA	2	\$450.00	\$900.00	\$50.00	\$100.00
24" FLARED END SECTION	EA	10	\$500.00	\$5,000.00	\$32.00	\$320.00
CONCRETE VALLEY GUTTER	SY	625	\$100.00	\$62,500.00	\$91.50	\$57,187.50
CONCRETE SURFACING	SY	465	\$100.00	\$46,500.00	\$91.00	\$42,315.00
UNCLASSIFIED EXCAVATION (BORROW)	LS	LUMP SUM	\$6,000.00	\$6,000.00	\$37,888.00	\$37,888.00
GRAVEL SURFACING	TON	34782	\$21.25	\$739,117.50	\$21.85	\$759,986.70
SEEDING	LS	LUMP SUM	\$4,500.00	\$4,500.00	\$1,620.00	\$1,620.00
TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM	\$5,000.00	\$5,000.00	\$26,500.00	\$26,500.00
STORM WATER CONTROL	LS	LUMP SUM	\$7,200.00	\$7,200.00	\$11,200.00	\$11,200.00
			TOTAL BID=	\$1,000,307.00	TOTAL BID=	\$1,021,483.20

ALCOVA RESERVOIR ROAD SURFACING AND DRAINAGE IMPROVEMENTS**BID TABULATION**

September 22, 2020

ITEM	UNIT	ESTIMATED QUANTITY	ANDREEN HUNT CONSTRUCTION		ENGINEERS ESTIMATE	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MOBILIZATION	LS	LUMP SUM	\$44,000.00	\$44,000.00	\$64,684.55	\$64,684.55
MISCELLANEOUS FORCE ACCOUNT	FA	5000	\$1.00	\$5,000.00	\$1.00	\$5,000.00
12" CULVERT	LF	40	\$50.00	\$2,000.00	\$60.00	\$2,400.00
24" CULVERT	LF	240	\$110.00	\$26,400.00	\$200.00	\$48,000.00
12" FLARED END SECTION	EA	2	\$60.00	\$120.00	\$700.00	\$1,400.00
24" FLARED END SECTION	EA	10	\$160.00	\$1,600.00	\$1,200.00	\$12,000.00
CONCRETE VALLEY GUTTER	SY	625	\$150.00	\$93,750.00	\$100.00	\$62,500.00
CONCRETE SURFACING	SY	465	\$150.00	\$69,750.00	\$125.00	\$58,125.00
UNCLASSIFIED EXCAVATION (BORROW)	LS	LUMP SUM	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
GRAVEL SURFACING	TON	34782	\$23.00	\$799,986.00	\$20.00	\$695,640.00
SEEDING	LS	LUMP SUM	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00
TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
STORM WATER CONTROL	LS	LUMP SUM	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
			TOTAL BID=	\$1,075,606.00		\$988,749.55

COPY

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the Natrona County Board of County Commissioners (NCBCC), hereinafter referred to as the "Owner," and _____, hereinafter referred to as the "Contractor."

WHEREAS, the NCBCC desires the installation of a new waterline, and,

WHEREAS, _____, is able and willing to provide those services specified as **Alcova Reservoir Surfacing and Drainage Improvements Project**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **Alcova Reservoir Surfacing and Drainage Improvements Project** hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by WLC Engineering and Surveying, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all piping, erosion control, concrete work, grading, and seeding.
- 3.2 The Work will be substantially completed by **April 1, 2021**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **April 15, 2021**. Final completion shall include all items complete including landscaping and clean-up.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars (\$1,000)**

COPY

for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner **One Thousand Dollars (\$1,000)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of _____ Dollars (\$ _____), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to the NCBCC on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the NCBCC. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Contractor may request that the Owner withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.

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- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety percent (90%) of the Work completed. Owner shall withhold five percent (10%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment. The Contractor may request that the Owner only withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.
- 5.1.4 Should amounts owed by the Contractor to the NCBCB for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the NCBCB's general credit policy, those amounts may be deducted from the payment being made by the NCBCB to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the NCBCB. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

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- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1 to BS-2, inclusive).
- 8.4 Addenda No. _____.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-43, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.9 Technical Specifications
- 8.10 Notice of Award.

COPY

- 8.11 Notice to Proceed.
- 8.12 Minutes of Pre-Bid Conference, if any.
- 8.13 Contract Drawings, consisting of 38 sheets, with each sheet bearing the following general title:
Alcova Reservoir Surfacing and Drainage Improvements
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The Owner 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. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2020.

APPROVED AS TO FORM:
(Alcova Reservoir Surfacing and Drainage Improvements Project)

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
NATRONA COUNTY, WYOMING

ATTEST:

By: COPY

By: COPY

Title: _____

Title: _____

COPY

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement #00283667.0



**REGIONAL GOVERNMENT
ENTERPRISE AGREEMENT
(RG1)**

This Agreement is by and between City of Casper ("Managing Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) Esri CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 Insights in ArcGIS Enterprise
5 Insights in ArcGIS Online
50 Tracker for ArcGIS Enterprise
50 Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Managing Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

This Agreement authorizes the entities listed in Attachment 1 (each an "Authorized Entity") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years, February 8, 2021 - February 7, 2024

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Casper
(Managing Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

Contact: Denyse Wyskup

Address: 200 N David St

City, State, Postal Code: Casper, WY 82601

Country: USA

Quotation Number (if applicable): g-415634

Telephone: (307) 235-8455

Fax: _____

E-mail: d.wyskup@casper.wy.gov

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Customer" means Managing Customer and Authorized Entity.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party

will have thirty (30) days from the date of written notice to cure any material breach.

- 3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.
- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.
- 3.6 Termination of an Individual Authorized Entity.** Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.
- 3.7 Termination by Authorized Entity.** If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no

additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this

Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Managing Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Managing Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Managing Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or

use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership

**ATTACHMENT 1
AUTHORIZED ENTITY LIST**

- | | |
|---|---|
| <p>1. Authorized Entity Name: <u>Natrona County</u>
 Contact Name: <u>Eileen Hill</u>
 Address: <u>200 N Center St</u>
 <u>Suite 105 Casper, WY 82601</u>
 Phone: <u>(307) 235-9351 or 9622</u>
 E-mail: <u>ehill@natronacounty-wy.gov</u></p> | <p>2. Authorized Entity Name: <u>Natrona County Fire District</u>
 Contact Name: <u>Brian Oliver</u>
 Address: <u>PO Box 820</u>
 <u>Mills, WY 82644</u>
 Phone: <u>(307) 234-8826</u>
 E-mail: <u>boliver@natronacounty-wy.gov</u></p> |
| <p>3. Authorized Entity Name: <u>Natrona County Health Dept</u>
 Contact Name: <u>Anna Kinder</u>
 Address: <u>475 S Spruce St</u>
 <u>Casper, WY 82601</u>
 Phone: <u>(307) 577-9722</u>
 E-mail: <u>akinder@cnchd.org</u></p> | <p>4. Authorized Entity Name: <u>Town of Edgerton</u>
 Contact Name: <u>Cindy Aars</u>
 Address: <u>311 N Second St</u>
 <u>Edgerton, WY 82635</u>
 Phone: <u>(307) 437-6763</u>
 E-mail: <u>townofe@rconnect.net</u></p> |
| <p>5. Authorized Entity Name: <u>Town of Mills</u>
 Contact Name: <u>Kevin O'Hearn</u>
 Address: <u>PO Box 789</u>
 <u>Mills, WY 82644</u>
 Phone: <u>(307) 234-6679</u>
 E-mail: <u>kohearn@millswy.gov</u></p> | <p>6. Authorized Entity Name: <u>Wardwell Water & Sewer District</u>
 Contact Name: <u>Gloria Brainard</u>
 Address: <u>PO Box 728</u>
 <u>Mills, WY 82644</u>
 Phone: <u>(307) 265-7034</u>
 E-mail: <u>wardwellwater@gmail.com</u></p> |
| <p>7. Authorized Entity Name: <u>Town of Evansville</u>
 Contact Name: <u>Chad Edwards</u>
 Address: <u>PO Box 158 1235 Curtis St</u>
 <u>Evansville, WY 82636</u>
 Phone: <u>(307) 234-6530</u>
 E-mail: <u>mayor@evansvillewy.com</u></p> | <p>8. Authorized Entity Name: <u>Casper/Natrona County International Airport</u>
 Contact Name: <u>Glenn Januska</u>
 Address: <u>8500 Airport PKY</u>
 <u>Casper, WY 82604</u>
 Phone: <u>(307) 472-6688 ext 12</u>
 E-mail: <u>gjanuska@i-flycasper.com</u></p> |
| <p>9. Authorized Entity Name: <u>Town of Bar Nunn</u>
 Contact Name: <u>Patrick Ford</u>
 Address: <u>4820 N Wardwell Industrial Ave</u>
 <u>Bar Nunn, WY 82601</u>
 Phone: <u>(307) 237-7269</u>
 E-mail: <u>patrickford@townofbarnunn.com</u></p> | |

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and _____ City of Casper _____ ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

(Authorized Entity)
Signature: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
: Eric K. Allen
(TE: 9-29-2020)

**AMENDMENT NO. 1 TO SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)**

Esri Agreement #00283667.0

Amendment No. 1 to the *Small Enterprise Agreement County and Municipality Government (E214-3)* is made and entered into this 2nd day of January, 2021, by and between Environmental Systems Research Institute ("ESRI"), with an address of 380 New York Street, Redlands California, 92373-8100, and the City of Casper, Wyoming ("Customer"), a Wyoming municipal corporation with an address of 200 North David Street, Casper, Wyoming 82601. Throughout Amendment No. 1, ESRI and Customer may be individually referred to as "Party" or together as "Parties."

RECITALS

A. The Parties want to enter into the three-year, *Small Enterprise Agreement County and Municipality Government (E214-3)* Agreement ("SGEA").

B. The SGEA does not have Wyoming Governmental Claims Act provisions.

C. In consideration of the Customer executing the SGEA, ESRI agrees to add Wyoming Governmental Claims Act language to the Agreement by Amendment No. 1.

D. Amendment No. 1 shall be executed contemporaneously with the SGEA, and remain in full force throughout the term of the SGEA and any subsequent amendments to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree by and between them as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment No. 1.

2. ADDITION OF SECTION 10. WYOMING GOVERNMENTAL CLAIMS ACT

Section "10. WYOMING GOVERNMENTAL CLAIMS ACT" is hereby added to the SGEA as follows:

10. WYOMING GOVERNMENTAL CLAIMS ACT

The Customer 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 Customer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.



United States Department of the Interior



BUREAU OF RECLAMATION
Missouri Basin Region
Wyoming Area Office
P.O. Box 1630
Mills, WY 82644-1630

IN REPLY REFER TO:

WY-4208
2.2.3.19

July 27, 2020

VIA ELECTRONIC MAIL ONLY

Mr. Mike Haigler
Acting Parks Director
Natrona County Parks
mhaigler@natronacounty-wy.gov

Subject: Surveyed Boundaries at the Casper Boat Club and Casper Water Ski Club

Dear Mr. Haigler:

This is in follow up to Tim Petrea's May 4, 2020 e-mail concerning the newly surveyed boundaries for the Casper Boat Club. On January 21, 2020, you provided Reclamation newly surveyed maps for the Casper Water Ski Club (see attachments). Reclamation understands all surveyed maps were provided to Natrona County from a registered land surveyor, Daniel Siek, as part of a survey completed March 2019. Matt Buhler, former Natrona County Parks Director, had requested a current survey providing accurate land and water boundary maps. These maps are to be inserted into the aforementioned lease holders' leases, and Management Agreement No. 15-LM-60-2364 between Natrona County and the Bureau of Reclamation, as exhibits.

Reclamation appreciates this effort by Natrona County, and we are supportive of a survey that better defines the boundaries of the Casper Boat Club and the Casper Water Ski Club. Although there are apparent discrepancies between these boundaries and those depicted in the current exhibit maps that accompany the Boat Club's and Ski Club's leases, we view them as a clarification of boundaries.

Per Management Agreement No. 15-LM-60-2364, the exhibit maps of the Casper Boat Club and the Casper Water Ski Club may be amended by written approval from both Reclamation and Natrona County. Below, please indicate with a signature from the authorized Natrona County Commissioner, acceptance of the revised exhibit maps for these areas, noted as Exhibit F and G respectively. Once signed, please retain an original signature for your records and provide Reclamation with a signed original.

If you have any questions, please call Regan Kirchner at 307-261-5615 or e-mail at rkirchner@usbr.gov.

Sincerely,

CARLIE RONCA

Digitally signed by CARLIE
RONCA
Date: 2020.08.04 10:56:37
-06'00'

Carlie A. Ronca
Area Manager

Attachments (2)

Natrona County Commissioners

By: _____

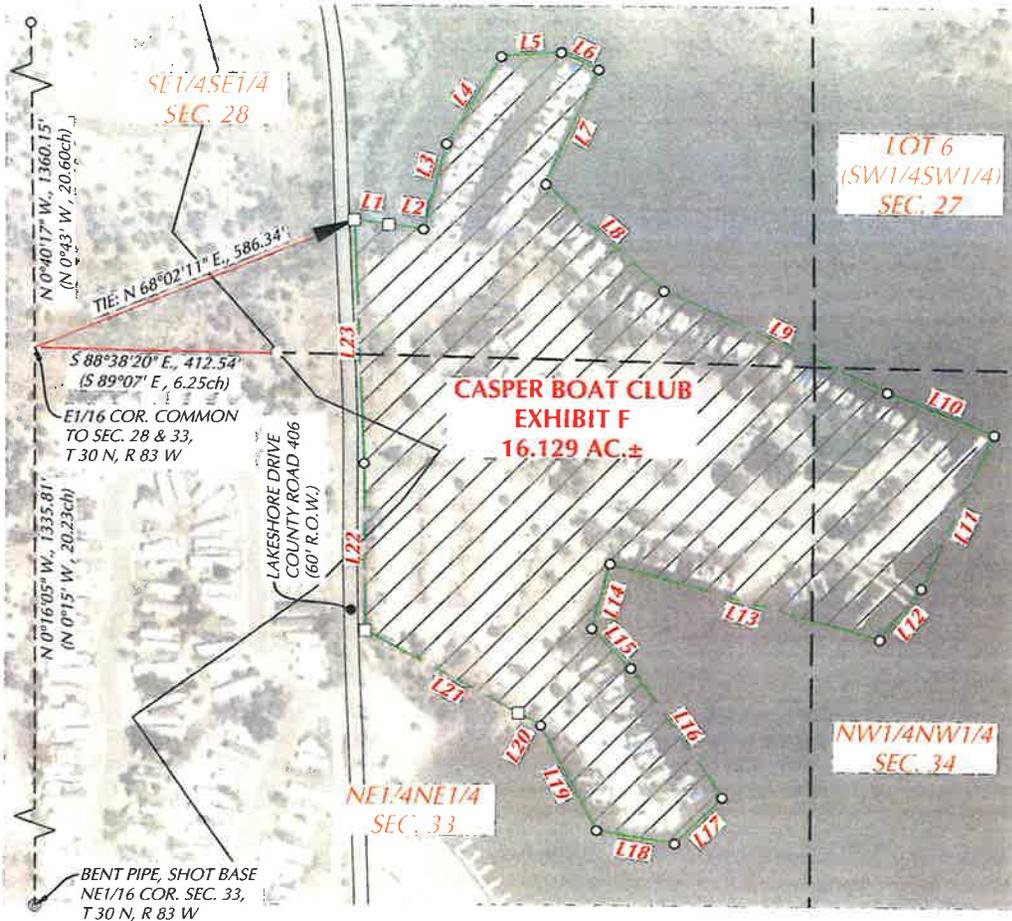
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Date: _____

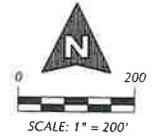
APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

Eric K. Nelson
DATE: 10-2-2020

SECTIONS 27, 28, 33, & 34, T 30 N, R 83 W, 6TH P.M., NATRONA COUNTY, WYOMING



CASPER BOAT CLUB		
L/C	BEARING	DISTANCE
L1	S 81°53'32" E	58.35'
L2	S 81°53'32" E	57.69'
L3	N 14°45'49" E	150.93'
L4	N 31°20'15" E	173.79'
L5	N 86°02'20" E	102.50'
L6	S 65°31'46" E	70.20'
L7	S 24°28'14" W	214.49'
L8	S 47°52'40" E	272.68'
L9	S 65°53'09" E	419.94'
L10	S 68°44'19" E	197.06'
L11	S 24°55'35" W	289.11'
L12	S 38°11'17" W	112.73'
L13	N 74°42'54" W	479.43'
L14	S 15°17'06" W	114.76'
L15	S 45°06'25" E	95.60'
L16	S 35°31'02" E	271.46'
L17	S 45°48'29" W	112.80'
L18	N 80°47'11" W	135.26'
L19	N 28°30'06" W	203.96'
L20	N 61°26'52" W	44.38'
L21	N 61°26'52" W	294.84'
L22	N 0°37'20" W	285.44'
L23	N 2°32'34" W	419.23'



Prepared by Siek Surveying Service
600 E. 29th St. / Casper, WY 82601
PH: (307)266-6829 / FAX: (307)472-4502

EXHIBIT F - CASPER BOAT CLUB
LOCATED IN LOT 6 (SW1/4SW1/4), SEC. 27; SE1/4SE1/4, SEC. 28; NE1/4NE1/4, SEC. 33; & NW1/4NW1/4, SEC. 34, T.30N., R.83W., 6th P.M., NATRONA COUNTY, WYOMING
PREPARED FOR NATRONA COUNTY PARKS

Drawn By: JLS
Checked By: DAS
Date: 3/22/2019
Rev. Date: 5/4/2020
Job No.: 40-18
SHEET: PLAT OF SURVEY

LEGEND

- RECOVERED BRASS CAP
 - ⊙ RECOVERED MONUMENT AS NOTED
 - SET 5/8" REBAR W/ALUMINUM CAP
 - PROJECTION
 - SITE BOUNDARY
 - MEASURED RECORD
- N 46°34'56" W, 257.40'
(N 46°34'56" W, 257.40')

NOTES:
1. BASIS OF BEARING IS AN ASSUMED BEARING OF NORTH AS DETERMINED BY GPS (WGS84) AT 42°32'02.35832" N & 106°46'22.01766" W.
2. ELEVATION DATUM IS NAVD88.
3. REQUESTED BY: MATT BUHLER
FIELD WORK: 3/1/2019

SURVEYOR'S CERTIFICATE:

I, DANIEL A. SIEK, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN THE MONTH OF MARCH, 2019 AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF.



Z:\SEK-SURVEYING\CIVIL_2018\40-18\DWG\PLAT_40-18_PLAT.dwg, SAVED: 5/4/20, PRINTED: 5/4/20, BY: JOE



SIEK SURVEYING SERVICE

P.O. BOX 1765 Casper, Wyoming 82602 (307) 266-6829

EXHIBIT F - CASPER BOAT CLUB

LOCATED IN LOT 6 (SW1/4SW1/4) OF SECTION 27, THE SE1/4SE1/4 OF SECTION 28, NE1/4NE1/4 OF SECTION 33, & NW1/4NW1/4 OF SECTION 34, T 30 N, R 83 W, 6TH P.M., NATRONA COUNTY, WYOMING

LEGAL DESCRIPTION:

A PARCEL LOCATED IN LOT 6 (SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 27, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 30 NORTH, RANGE 83 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 WHICH BEARS NORTH 68°02'11" EAST A DISTANCE OF 586.34 FEET FROM THE EAST SIXTEENTH CORNER COMMON TO SAID SECTIONS 28 AND 33 (BRASS CAP), SAID POINT BEING ALONG THE EASTERLY LINE OF LAKESHORE DRIVE (SET REBAR AND CAP), THENCE SOUTH 81°53'32" EAST A DISTANCE OF 58.35 FEET TO A POINT (SET REBAR AND CAP), THENCE SOUTH 81°53'32" EAST A DISTANCE OF 57.69 FEET TO A POINT, THENCE NORTH 14°45'49" EAST A DISTANCE OF 150.93 FEET TO A POINT, THENCE NORTH 31°20'15" EAST A DISTANCE OF 173.79 FEET TO A POINT, THENCE NORTH 86°02'20" EAST A DISTANCE OF 102.50 FEET TO A POINT, THENCE SOUTH 65°31'46" EAST A DISTANCE OF 70.20 FEET TO A POINT, THENCE SOUTH 24°28'14" WEST A DISTANCE OF 214.49 FEET TO A POINT, THENCE SOUTH 47°52'40" EAST A DISTANCE OF 272.68 FEET TO A POINT, THENCE SOUTH 65°53'09" EAST A DISTANCE OF 419.94 FEET TO A POINT, THENCE SOUTH 68°44'19" EAST A DISTANCE OF 197.06 FEET TO A POINT, THENCE SOUTH 24°55'35" WEST A DISTANCE OF 289.11 FEET TO A POINT, THENCE SOUTH 38°11'17" WEST A DISTANCE OF 112.73 FEET TO A POINT, THENCE NORTH 74°42'54" WEST A DISTANCE OF 479.43 FEET TO A POINT, THENCE SOUTH 15°17'06" WEST A DISTANCE OF 114.76 FEET TO A POINT, THENCE SOUTH 45°06'25" EAST A DISTANCE OF 95.60 FEET TO A POINT, THENCE SOUTH 35°31'02" EAST A DISTANCE OF 271.46 FEET TO A POINT, THENCE SOUTH 45°48'29" WEST A DISTANCE OF 112.80 FEET TO A POINT, THENCE NORTH 80°47'11" WEST A DISTANCE OF 135.26 FEET TO A POINT, THENCE NORTH 28°30'06" WEST A DISTANCE OF 203.96 FEET TO A POINT, THENCE NORTH 61°26'52" WEST A DISTANCE OF 44.38 FEET TO A POINT (SET REBAR AND CAP), THENCE NORTH 61°26'52" WEST A DISTANCE OF 294.84 FEET TO A POINT ALONG THE EASTERLY LINE OF SAID LAKESHORE DRIVE (SET REBAR AND CAP), THENCE NORTH 0°37'20" WEST A DISTANCE OF 285.44 FEET ALONG THE EASTERLY LINE OF SAID LAKESHORE DRIVE TO A POINT, THENCE NORTH 2°32'34" WEST A DISTANCE OF 419.23 FEET ALONG THE EASTERLY LINE OF SAID LAKESHORE DRIVE TO THE POINT OF BEGINNING, CONTAINING 16.129 ACRES MORE OR LESS.

LICENSE

Date 9-21-2020 Road WEST POISON SPIDER #201

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to SPELLBOUND ENERGY, LLC

(hereinafter called the "Licensee"), to construct, maintain, use and operate FLOWLINE ROAD BORING - CASED (hereinafter called the "Facility"), located in Section 13 Township 33 N, Range 83 W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated 5-6-2019, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these presents accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement Oct 7, 2020
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion Oct. 16, 2020
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the _____ day of _____, A.D., 19 _____

Stephen Cathey
262-8237 By Michael D. [Signature]
COUNTY OF NATRONA
Road & Bridge Superintendent 9/22/2020

ATTEST:

County Clerk By _____
Chairman of the Board of County Commissioners

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:

Secretary Valine Winn for
Stephen Cathey President

(the original instrument must be recorded in the County Clerks office by Licensee)

COUNTY OF NATRONA

APPLICATION FOR CASED ROAD BORE OF WEST POISON SAIDER ROAD

Applicant: SPELLBOUND ENERGY, LLC

Address: 511 16th STREET SUITE 600 DENVER, CO 80202

Phone: 303-407-8630

Furnish the Following Information:

1) Location: Section 13, Township 33 North, Range 83 West.

2) County Road Designation WEST POISON SAIDER - C.R. 201

3) Surface of County Road ASPHALT

4) Soils Type where applicable _____

5) Reason for Application CONNECT WELL TO BATTERY ON OPPOSITE SIDE OF ROAD

6) Specifications: (Attach 3 copies where applicable)

SEE ATTACHED PLAT

7) Plan: (Attach 3 copies where applicable)

SKETCH

Approved:

Michael B. Hanger 9/22/2020
Road and Bridge Superintendent

County Engineer _____

County Commissioner _____

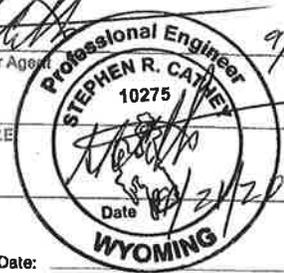
Approval Date: _____

Stephen R. Cathey 9/22/2020
Applicant or Agent Date

Wyo. Reg. P.E. _____ Date

Date 9/22/2020

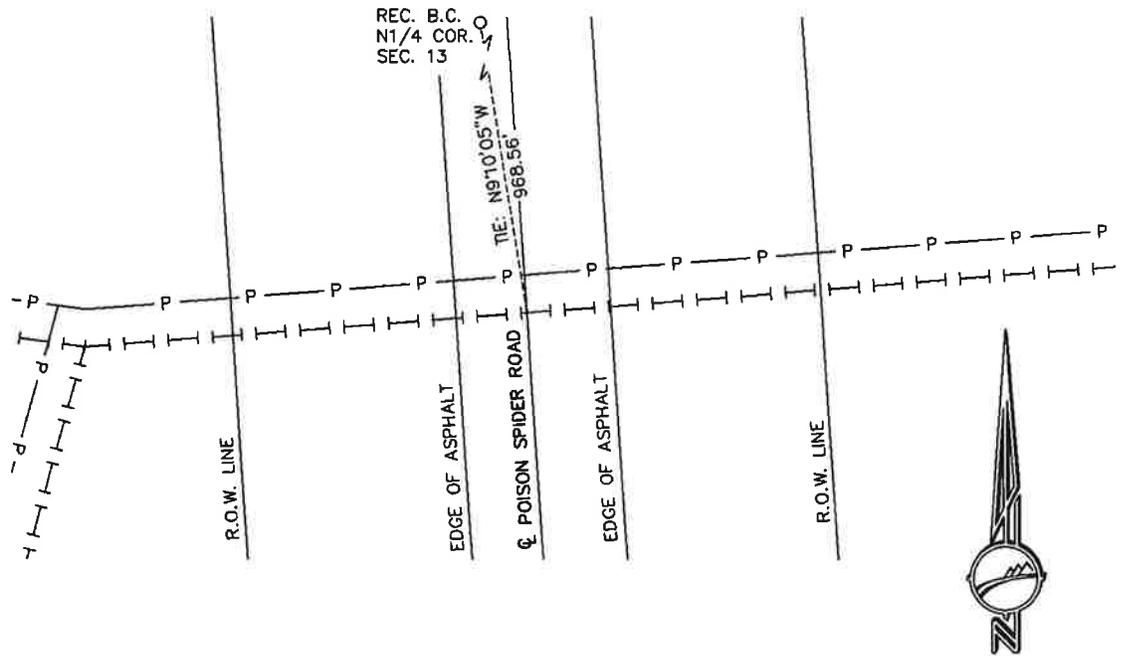
Completion Date: _____



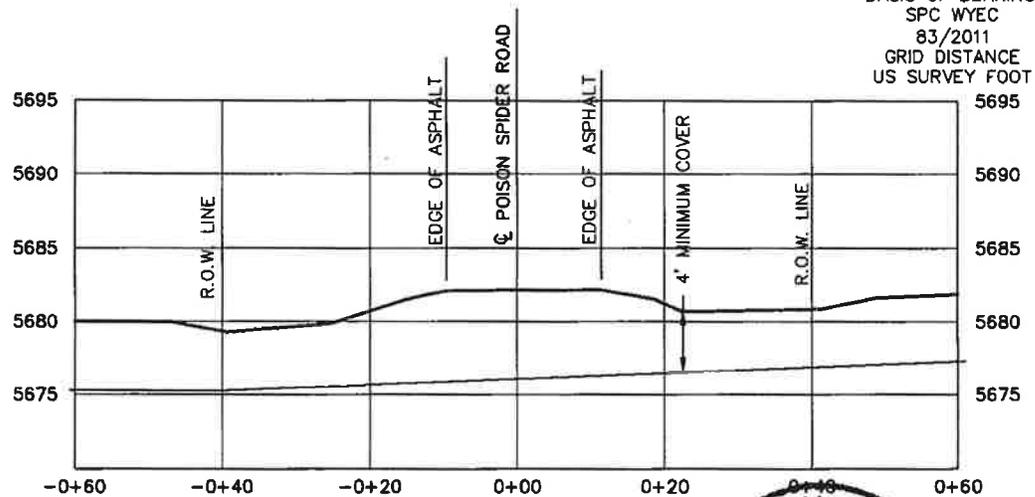
WLC ENGINEERING & SURVEYING
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

Client SPELLBOUND ENERGY LLC Address 511 16TH ST., SUITE 600
City DENVER State COLORADO Zip 80202

PROPOSED PIPELINE AND UNDERGROUND POWER LINE CROSSING
OF POISON SPIDER ROAD
NE1/4NE1/4, SECTION 13
T.33N., R.83W. OF THE 6TH P.M.
NATRONA COUNTY, WYOMING



SCALE: 1"=20'
BASIS OF BEARING:
SPC WYEC
83/2011
GRID DISTANCE
US SURVEY FOOT



HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=10'



Date: 5-6-19
W.O. No. 16773
Book No. , Pg.
Drawn By: JSG
Acad File: PIPE-POWER-1-4

LICENSE

Date Sept 24, 2020 Road Schlager Rd.

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Rocky Mountain Power 2840 E. Yellowstone Hwy (307)261-70

(hereinafter called the "Licensee"), to construct, maintain, use and operate Overhead Primary Conductor (hereinafter called the "Facility"), located in Section 23 Township 34 N, Range 81 W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated 9-23-20, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement _____
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion _____
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the _____ day of _____, A.D., 19 _____.

By Michael D. Huber 9/24/20
Road & Bridge Superintendent

ATTEST: _____
County Surveyor

_____ County Clerk
By _____ Chairman of the Board of County Commissioners.

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST: _____ Secretary
Jeri Leach President.



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA

BOARD OF COUNTY
COMMISSIONERS MEETING
October 6, 2020

Planning Commission Recommendations

1. **Planning Commission Recommendation:** **Approve**
PS20-3 - A request to subdivide a 72.45 acre parcel of land into four lots ranging in size from 12 to 25 acres.



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners
From: Jason Gutierrez, P.E., Director
Date: September 9, 2020
RE: Request to plat four lots to be known as Faylor Acres.
cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation:

Approve

At its September 8, 2020 meeting, the Planning Commission, acted to recommend approval of the requested subdivision to the Board of County Commissioners.

(Motion passed unanimously)

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.

Applicant Name: Kelley Faylor

Applicant Address: 111 West G Street, Casper, WY 82601

Applicant Phone: 307-247-3970

Owner Name: Kelley Faylor

Owner Address: 111 West G Street, Casper, WY 82601

Owner Phone: 307-247-3970

Explain why you are requesting this major subdivision and detail the proposed use:

The current landowner would like to sell the land. Subdividing into smaller rural residential lots will make the selling easier and more attractive to potential buyers.

Legal description, acreage, and Parcel Identification number (PID) (if within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range).

Part SE1/4, Section 2, T33N, R81W, S and E of County Road 201, Poison Spider Road. 72.45 acres.

Current zoning of property: Agriculture and rural residential

Type of sewage disposal Public Septic Holding Tank Other

Source of Water: Pioneer Water and Sewer District

This property was purchased from: Kenneth Myers

The date this property was purchased: June 6, 2019

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) further understand that all application fees are non-refundable.

Applicant: [Signature]
(Signature)

Date: 7/16/2020 7-16-20

Print Name: Nikki Taylor Kelley Taylor

Owner: [Signature]
(Signature)

Date: 7/16/2020 7-16-20

Print Name: Nikki Taylor Kelley Taylor

NK I (We) are aware that the Legal notice fees and the County Surveyor fees must be reimbursed to the
Initials Development Department prior to the recording of the Subdivision plat. In the event that the
Subdivision is not approved, withdrawn, or not recorded, we are still responsible for the County
Surveyor fees.

Please describe in as much detail as possible what you are requesting. You may refer to the questions below as guidance. The following questions are the approval criteria for your application. (May be typed on different sheet)

- 1) The subdivision is consistent with the Natrona County Development Plan and any other area plan.

The property is located in the Casper Canal Rural Planning Area of the Natrona County Development Plan, Rural Area F. The land use has been designated for agricultural land and rural residential development. Portions of the northeast part of the subject property have been utilized for irrigated agricultural land. The southern portion has been utilized for grazing. Surrounding areas are developed with agriculture and rural residential development. The proposed use is rural residential development. Therefore, the planned subdivision is consistent with the Natrona County Development Plan. No Homeowners Association (HOA) nor covenants are planned for the subdivision. No Subdivision Development Agreement, special agreements, nor maintenance bonds are planned.

- 2) The subdivision is in conformance with the subdivision design standards. (Chapter 7)

The 72.45 acre property will be divided into four lots ranging in size from 12 to 25 acres. The residences are expected to be sited on higher ground a sufficient distance from low areas. Flooding of the residences will not be a concern. No geological, geotechnical, or environmental hazards are present. No new public roads will be constructed. Access to the four new lots will be from Poison Spider Road and will be designed and constructed in accordance with Natrona County Road specifications. Private access drives will range in length from 100 to 450 ft. Water service will be from Pioneer Water and Sewer District. A 10 inch diameter water line is located through the site. A letter from Pioneer Water and Sewer District stating the adequacy and quality of water is included. Sewage disposal will be septic systems located on each lot. Each septic system will be designed and constructed in accordance with WDEQ and County Health Department guidelines and will be permitted through Natrona County Health Department.

- 3) The applicant has provided evidence that a sufficient water supply system has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply systems. (Appendix P)

Water service will be from a 10 inch diameter Central Wyoming Regional water system line located directly on the property and nearby in the Poison Spider Road right-of-way. The regional water board allows taps on this line. This property was part of a recent enlargement of the Pioneer Water and Sewer District. While it is a Regional line, the four lot owners would be considered customers of the Pioneer Water District. A letter from Pioneer Water and Sewer District stating the adequacy and safety of water is included.

- 4) The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence that the system complies with state and local laws and regulations. (Appendix O)

Public sewage disposal is not available in this vicinity. Each lot will have a septic system. ECS Engineers performed soil profile and feasibility level percolation testing on each lot. One profile boring and one percolation test hole were drilled on each lot. The profile borings were drilled to depths of about 15 ft and left open for 24 hours to check for groundwater. The percolation test holes were drilled to about 36 inches and percolation testing performed in accordance with WDEQ instructions included within the Conventional Septic Systems Application Packet, Chapter 25 of the Wyoming Water Quality Rules and Regulations. The locations of the percolation test holes are indicated on the plat drawing. Each lot will be required to perform final percolation testing and septic system design for each individual residence and leach field location. The percolation test results included are for specific areas and results have the potential to vary over short distances. Drilling and percolation testing indicate that leach fields will be feasible on all four Tracts. Groundwater will be deeper than 15 ft and percolation test results are 16 mpi for Tract 1, 9 mpi for Tract 2, 40 mpi for Tract 3, and 27 mpi for Tract 4.

- 5) The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of the areas are compatible with such conditions.

The main hazard identified for Tracts 3 and 4 are the ephemeral drainages that flow through the tracts. These drainages are dry for the majority of the time. A hydrological study was not performed. However, during large storm events, these drainages could potentially flow relatively significant quantities of storm water. Residences and utilities should be located between Poison Spider Road and the drainages to prevent storm water damage to infrastructure. The tracts will classify as Zone D for flood insurance. A comprehensive report from the Natrona County Soil Conservation District is included discussing soil related issues.

- 6) Necessary services, including fire/police protection, schools, recreation, utilities, open space and transportation system, appear to be available to serve the proposed subdivision.

Fire protection is provided by the Natrona County Fire Department. Police protection is provided by Natrona County Sheriff's Office. Schools are provided by Natrona County School District. Poison Spider elementary school is located in this vicinity of Natrona County. Utilities include water supply by Pioneer Water and Sewer District, natural gas supply by Black Hills Energy, and electrical power by Rocky Mountain Power. No sanitary sewer service is located within the vicinity. Each lot will have a septic system. No public transportation system services this area.

- 7) The subdivision appears to be compatible with the surrounding area, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

The area is classified as agriculture and rural residential based on the Natrona County Development Plan. The surrounding areas of the proposed subdivision meet these classifications and the proposed subdivision will be rural residential. Therefore, the subdivision is compatible with the surrounding area. The proposed development will not present any detriments to the immediate area, the inhabitants of the area, nor the County.

- * Any other information consistent with these regulations.
- * Eight (8) copies of any covenants proposed for the subdivision.
- * The statement of review and recommendations from the local conservation district regarding soil suitability, erosion control, sedimentation, and flooding.
- * Eight (8) copies of a written statement outlining the considerations that have been given to the maintenance of the quality of life and scenic beauty of the area. These might include maintaining open lands and vistas, avoiding building on skylines or hilltops, avoiding disturbing the local natural beauty, compatibility with surrounding land uses, natural landscaping, non-intrusive home siting, etc.
- * Proof that the applicant has published Notice of Intent to apply for a Subdivision Permit once a week for two (2) separate weeks within thirty (30) days prior to filing this application. (see Appendix G)
- * Eight (8) copies of percolation tests approved by the City of Casper/Natrona County Health Department, with test locations shown on a copy of the preliminary plat indicating soil types, percolations rates, depth to ground water, and suitability for on site waste water disposal. One by the City of Casper/Natrona County Health Department or State Department of Environmental Quality.
- * Legal notice fees and the County Surveyor fees shall be reimbursed prior to the recording of the Subdivision plat. In cases where the Subdivision is not approved, withdrawn, or not recorded, the applicant is still responsible for the reimbursement of these fees.
- * Is the current access part of an existing Improvement and Service District? If so, please provide the appropriate paperwork. Major Subdivisions will be required to join any existing Improvement and Service District.



July 17, 2020

Board of County Commissioners
Natrona County Development Department
200 North Center Street, Room 202
Casper, Wyoming 82601

Subject: Major Subdivision Application, Faylor Acres, 11749 Poison Spider Road, Natrona County, Wyoming

Commissioners:

The purpose of this letter is to transmit the application and plat for a major subdivision for the address above. The Faylor's wish to subdivide the 72.45 acre property into four rural residential tracts. We are submitting the Preliminary application and the Final application with this submittal to help expediate the process for the Faylor's. The preliminary application, preliminary plat, final application, final plat, and supporting documents are included. As required, a Notice of Intent will be advertised in the Casper Star Tribune for two consecutive weeks, one day per week and is included herein. The application should also be referenced for additional information.

Statement of Consideration

The Faylor's (landowners) and ECS Engineers request the Board's consideration for the Major Subdivision.

Summary Statement

Proposed Dwellings and Access

The property will be subdivided in four (4) tracts with four (4) rural residential dwellings. Access for all four tracts will be from Poison Spider Road. Private access drives within the subdivision will conform to the Natrona County minimum standards. No new public streets or roads will be constructed. Potential buyers of each individual lot will be responsible for installation of private utilities and design and construction of private access drives.

Water Service

The area is within the Pioneer Water and Sewer District and there is a 10 inch water main within the Poison Spider Road alignment and it also traverses a portion of the site from east to west. The existing system can provide service to all four users within the proposed major subdivision. A letter from Pioneer Water is included in the submittal stating they can and will supply water to the subdivision. Each of the four dwellings will require a ¾" service tap. The far southern tract, Tract 4, is 500 to 600 ft from the nearest water line point and will require a 20 ft wide private easement for buried utilities. The northern tract, Tract 1, will require either a horizontal bore beneath Poison Spider Road or a bore beneath the irrigation ditch for the water line service. Based on Natrona County guidelines and Wyoming DEQ

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

PROFESSIONAL ENGINEERS & LAND SURVEYORS

AN EQUAL OPPORTUNITY EMPLOYER

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WEB: www.ecsengineers.net

guidelines Chapter 23 requirements will not be required for this subdivision (less than 5 lots and less than 35 acres lot size each). Faylor Acres will be divided into four lots with approximate sizes ranging from 12 to 25 acres. The Northwest District Engineer with WDEQ Water Quality, Karen Farley, P.E., was contacted and informed of the project specifics. Ms. Farley stated that Chapter 23 requirements would be the County's decision for this subdivision.

Taps and services lines will be required for each of the four lots. The water main in the vicinity of Tract 1 is located on the north side of Poison Spider Road or on the south side of the irrigation ditch. Tract 1 will need to either bore under Poison Spider Road or bore under the irrigation ditch for the service line. The tap for Tract 2 will be from the water main that traverses through Tract 2. The tap for Tract 3 will be located on the water main that traverses the northwest corner of Tract 3 and the service line will run south to the dwelling. Tract 4 is the furthest from the water supply. The tap will be located near where the water main crosses the Poison Spider right-of-way and a 20 ft wide private buried utility easement will be designated along the Tract 3 property line approximately 500 ft south to the north Tract 4 property line.

Sanitary Sewer Service

No sanitary sewer lines are located within reasonable distance to provide sewer service. Individual septic systems for each tract will be required and testing performed by ECS Engineers indicates that conventional septic systems with leach fields are feasible. There may be some areas of each tract where the soils will not percolate fast enough. The soils generally consisted of lean clay to sandy lean clay with areas of silty sand. Each leach field will need to have design level percolation testing performed and each leach field will need to be located within areas with suitable soil. As part of ECS Engineers testing program, one profile boring was drilled to a depth of 15 ft on each tract and left open for 24 hours. Groundwater was not encountered within any of the profile borings during drilling nor 24 hours after drilling. Therefore, groundwater is estimated to be deeper than 15 ft. A 36 inch deep percolation test hole was drilled on each tract at the approximate locations indicated on the Preliminary Plat drawing. Percolation testing was performed in accordance with WDEQ guidelines, Chapter 25. Percolation test results were 16 mpi for Tract 1, 9 mpi for Tract 2, 40 mpi for Tract 3, and 27 mpi for Tract 4 at the locations tested. The results are attached.

Storm Water Treatment and Management

Storm water runoff from four single family dwellings will be minimal and negligible considering the sizes of the lots and the small areas proposed impermeable surface areas. The percentage of impermeable surfaces compared with the total land area will be negligible. The general drainage patterns are to the north with the exception of the land on both sides of the drainage which is located along the western portion of the existing Faylor property. The dwellings on Tracts 3 and 4 will be constructed between Poison Spider Road and the drainage. Therefore, storm water drainage will continue to flow to the east toward the drainage. The dwellings located on Tracts 2 and 3 will be constructed on the east side of the drainage. However, the drainage flattens and widens on the northern portion of the site and the existing access drive follows the irrigation ditch. Storm water flow patterns for Tract 1 will continue to be to the west toward the low area on the western portion of Tract 1 and also generally to the north. Storm water flow patterns for the Tract 2 will continue to be toward the north toward the irrigation ditch and then to the west. No special storm water treatment or management will be required. There are no flood plains on the site.

Existing Easements and Right-of-Way to the Subdivision

The four tracts will be accessed by the Poison Spider Road right-of-way. The two northern tracts (Tracts 1 and 2) will share a turnoff and the two southern tracts (Tracts 3 and 4) will each have a turnoff. Based on a phone conversation with Mr. Mike Haigler with Natrona County Road and Bridge, the existing access turnoff is an existing access point for the irrigation easement. Mr. Greg Reno with the Casper-Alcova Irrigation District stated that they would allow Tracts 1 and 2 to make improvements to the existing access and utilize the irrigation easement for access to the tracts. Per Mr. Haigler, Tract 3 access turnoff will be located directly across from Black Widow Road. Access for Tract 4 will be located within the 300 lineal feet of frontage to Poison Spider Road. Other than generally locating the turnoff access for each lot, no preliminary design has been performed. Therefore, documentation and information that accesses will be provided are limited to our discussions with Mr. Haigler. Existing easements include the irrigation ditch which will be located mostly on Tract 1 land, a Sinclair Pipeline easement, and the Regional Water line easement which is located south of the irrigation ditch and traverses through a portion of Tract 3 and almost the entire length of Tract 2. There are three existing easements through Tracts 1, 2, and 3. The irrigation ditch easement is 100 ft in width, a Sinclair Pipeline easement is 75 ft in width, and the water main easement is 20 ft in width. The Sinclair Pipeline easement and the irrigation ditch easements overlap. The easement locations and alignments are shown on the Preliminary and Final Plats.

Proposed Utility Easements

Water, power, and natural gas will be provided to each dwelling. A general utility easement will be required along the far western boundary of Tract 3 for water, power, and gas service to reach Tract 4. This easement will be 20 ft in width and is shown on the plats.

Irrigation Ditch Water Rights

Irrigation water rights are associated with the Faylor property. Upon subdividing, the irrigation ditch will be located mostly on Tract 1 and a smaller portion on Tract 2. The water rights will stay with the property whether they are used or not. Casper-Alcova Irrigation District will need to be consulted during the sale of Tracts 1 and 2 for water rights allocations. Preparation of a Water Distribution Map is being performed and will be reviewed by the State Engineer's Office Board of Control.

Digital Data

ECS Engineers will submit our digital CAD drawing files to the Natrona County GIS Department or Planning Department as required upon finalization of the preliminary and final plats.

We appreciate your consideration of this application. If you have any questions, or require additional information, please do not hesitate to contact us.

Sincerely,
ECS Engineers



A handwritten signature in blue ink that reads 'Brian S. Chandler'.

Brian Chandler, P.E.
Project Engineer

Pioneer Water & Sewer District

8917 Poison Spider Road
Casper, Wyoming 82604
307.472.7300
FAX 307.215.0028
pwsd@alluretech.net



*Ken Waters, Chairman
Linda Tasler, Vice-Chairman
Bette Bard, Secretary
Jenny Vass, Treasurer
Tim Kulhavy, Member
Lee Anne Bayne, District Manager
Val Reed, Chief Operator*

June 18, 2020

Trish Chavis
Natrona County Planning Department
200 N Center Ste 202
Casper WY 82601

RE: Proposed Faylor Subdivision

Dear Ms. Chavis,

Bryan Chandler of ECS Engineers has provided us with sketches for the proposed subdivision of a ~72 acre parcel on Poison Spider Road into four rural residential parcels, varying in size from 12 to 25 acres.

The subject parcel is part of the Pioneer Water & Sewer District, and currently has one water tap allocated (not yet installed). Three additional taps would be added to the water system for the proposed subdivision. A 10" water line runs through the subject parcel, and also on the opposite side of Poison Spider Road facing the proposed lots, so accessibility for service should be feasible and reasonable for all four lots.

We have reviewed the sketch and our engineering data, and our determination is that the infrastructure and flow is more than adequate to serve the stated needs of the proposed subdivision (4500 gallons per day) without negatively impacting any other water users. As such, our recommendation would be for approval for an application for service for the proposed lots.

As you know, Pioneer Water & Sewer District is a public water system that operates under the regulatory authority of Wyoming DEQ and the EPA Region 8. We purchase water from the Central Wyoming Regional Water System and distribute to our users.

Please do not hesitate to contact me with any questions or if I can provide any further information

Sincerely,

PIONEER WATER & SEWER DISTRICT

A blue ink handwritten signature that reads "L. Bayne".

Lee Anne Bayne
District Manager

08-12-2020

Received a call from Greg Reno at Casper Alcova Irrigation District (CAID). He has met with Brian Chandler, ECS, to go over the irrigation easement as it applies to Faylor Acres.

CAID is supportive of this subdivision and their criteria has been met.

Trish Chavis

PS20-3

STAFF REPORT: Trish Chavis
August 24, 2020

For

September 8, 2020
Planning and Zoning Commission Meeting
&
October 6, 2020
Board of County Commissioner Meeting

APPLICANT: Kelley Faylor

REQUEST: To subdivide a 72.45 acre parcel of land into four lots ranging in size from 12 to 25 acres.

LOCATION AND ZONING

The parcel of land is located near the intersection of Ten Mile Road and Poison Spider Road.

The subject parcel, and all surrounding parcels are zoned Urban Agriculture (UA).

DEFINITION AND APPLICATION

1. Intent and purpose. The intent and purpose of the Urban Agriculture (UA) district is to provide for and protect properties of ten (10) acre lots or larger in the urbanized area which are used for agriculture and residential purposes. Zoning Resolution of Natrona County, Wyoming, Chapter VI, Section 2 at page 22.

2. Major Subdivision. A Major Subdivision is a division of one parcel into two or more parcels. Subdivision Regulations of Natrona County, Wyoming, Chapter 2, Section 1d at page 9.

The proposed subdivision will consist of four lots.

GENERAL STANDARDS
FOR
MAJOR SUBDIVISIONS

1. Criteria for Approval

- a) The subdivision is consistent with the Natrona County Development Plan and the Natrona County Zoning Resolution.

The proposed subdivision is located in Neighbor 12 (Casper Canal) of the 2016 Development Plan. The Development Plan recommends maintain agricultural land and county roads.

Proposed Finding of Fact. The proposed subdivision is developed and does comply with the Development Plan and Zoning Resolution.

- b) The subdivision is in conformance with the General Provision (Chapter 1) and Subdivision Design Standards (Chapter 7).

Proposed Finding of Fact. This subdivision has been processed in accordance with the applicable General Provisions and Subdivision Design Standards of the 2013 Natrona County Subdivision Regulations.

- c) The applicant has provided evidence that a sufficient water supply system will be acquired in terms of quantity, quality, and dependability for the type of subdivision proposed.

Water will be supplied by Pioneer Water and Sewer District. A 10-inch diameter water line is located through the site. This property was part of a recent enlargement of the Pioneer Water and Sewer District.

Proposed Finding of Fact. The subdivision will have public water supplied by Pioneer Water and Sewer District. A letter of approval has been provided.

- d) The applicant has provided evidence that a public sewage disposal system will be established and, if other methods are proposed, evidence that the system complies with state and local laws and regulations.

Each of the lots will have a septic system. ECS Engineers performed soil profile and feasibility percolation testing on each lot. One profile boring and one percolation test hole were drilled on each lot. Each lot will be required to perform final percolation testing and septic system design for each individual residence and leach field location.

Proposed Finding of Fact. Each lot will have a septic system, with final percolation testing and septic design for individual residences and leach field locations at time of building a SFD.

- e) The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of the areas are compatible with such areas.

The main hazard identified is for Tracts 3 & 4 are the ephemeral drainages that flow through the tracts. During large storm events, these drainages could potentially flow relatively significant quantities of storm water. The plat will be updated to show the drainage centerline. There will also be a note added to the plat about no construction within a certain distance from the drainage. The Engineer and applicant are working on the final language.

- f) Necessary services, including fire/police protection, schools, recreation, utilities, open space and transportation system, are available to serve the proposed subdivision.

This subdivision will be within the Natrona County Sheriff's jurisdiction. The proposed subdivision has adequate utility easements provided.

- g) The subdivision appears to be compatible with the surrounding area, not detrimental to the future development of the area, and not detrimental to the health, safety, and general welfare of the inhabitants of the area and the County.

Proposed Finding of Fact. The area is agricultural and residential based on the Development Plan. The subdivision and surrounding areas of the proposed subdivision meet the Urban Agriculture District requirements.

- h) Documentation satisfactory to the Board of County Commissioners that the Improvement and Service District requirements have been met.

The applicant has been working with Road and Bridge for access to these lots.

Proposed Finding of Fact. Access to the subdivision is from Poison Spider Road and is maintained by NC Road & Bridge. An Improvement and Service District will not be required for this subdivision.

- i) Documentation that the subdivider has adequate financial resources to develop and complete water and/or sewage systems or any facility proposed or represented to be the responsibility of the subdivider, but not limited to the above mentioned.

As stated above, the systems are in place, no financial guarantee is required.

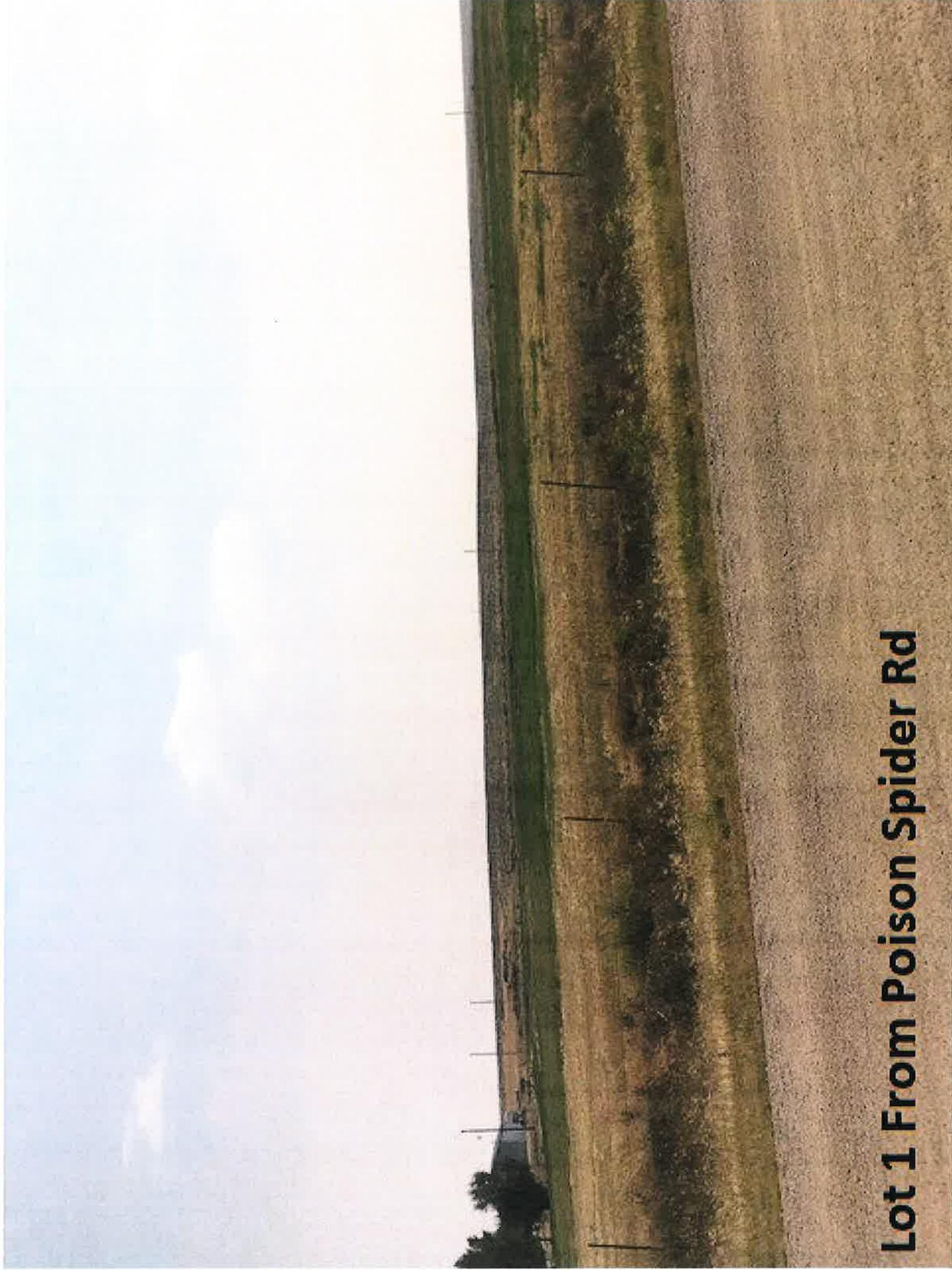
PUBLIC COMMENT

The property owners within 1/2 mile were notified resulting in 30 neighbors being notified.

As of the date of this staff report, one phone call in opposition has been received. The concern was with additional residential traffic to Poison Spider Road.

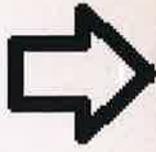
PROPOSED MOTION

Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested major subdivision by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

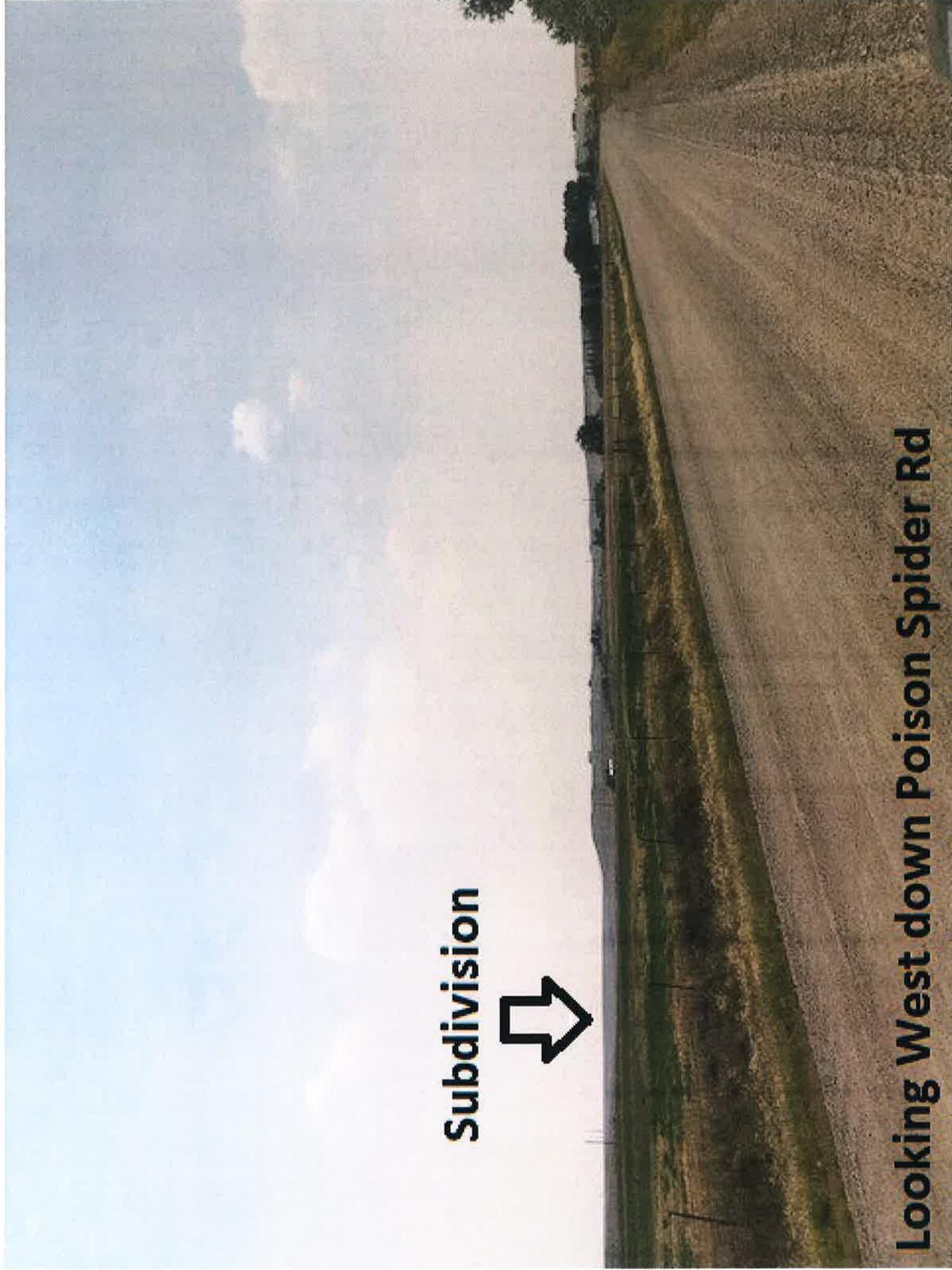


Lot 1 From Poison Spider Rd

Subdivision

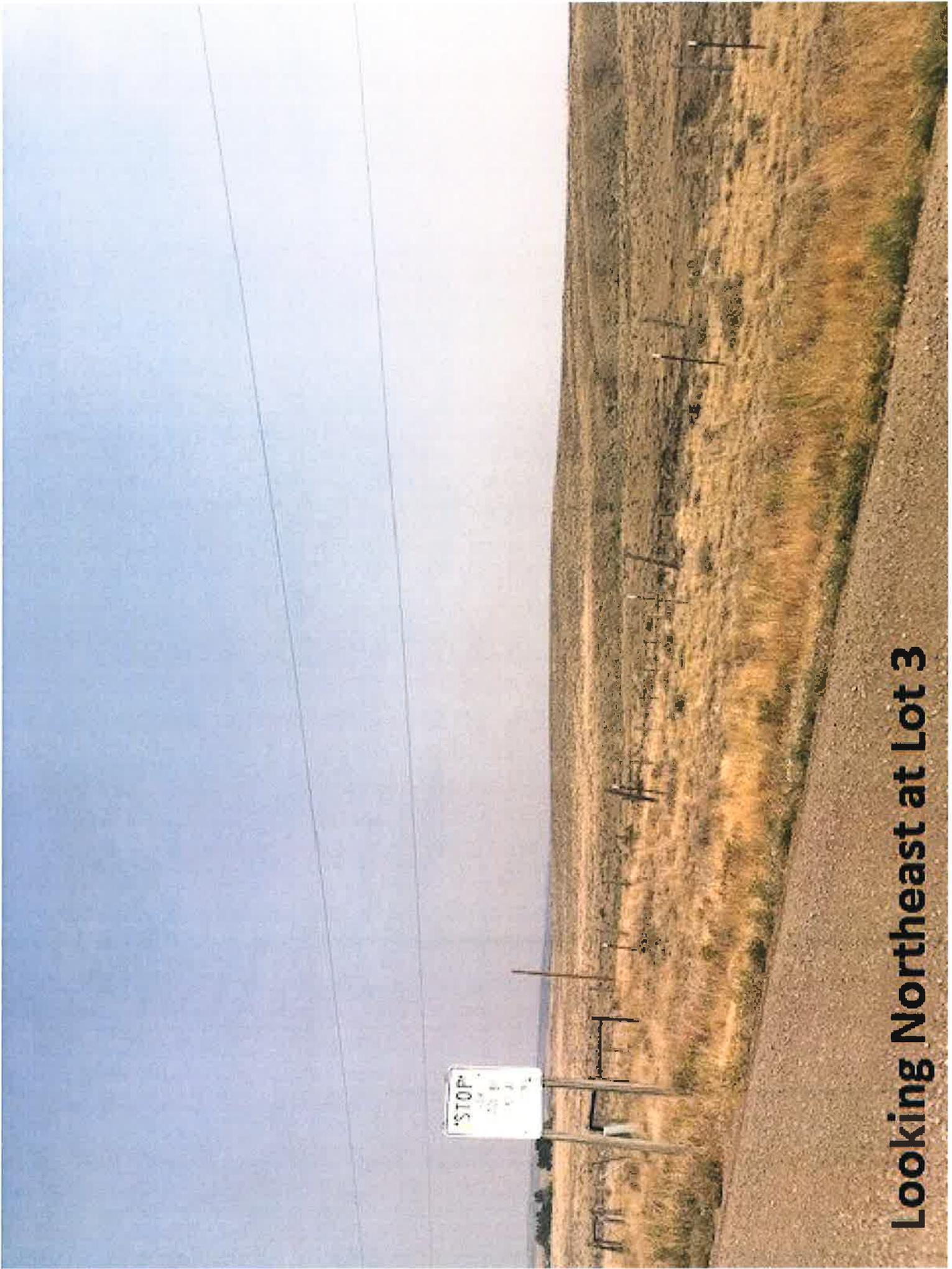


Looking West down Poison Spider Rd





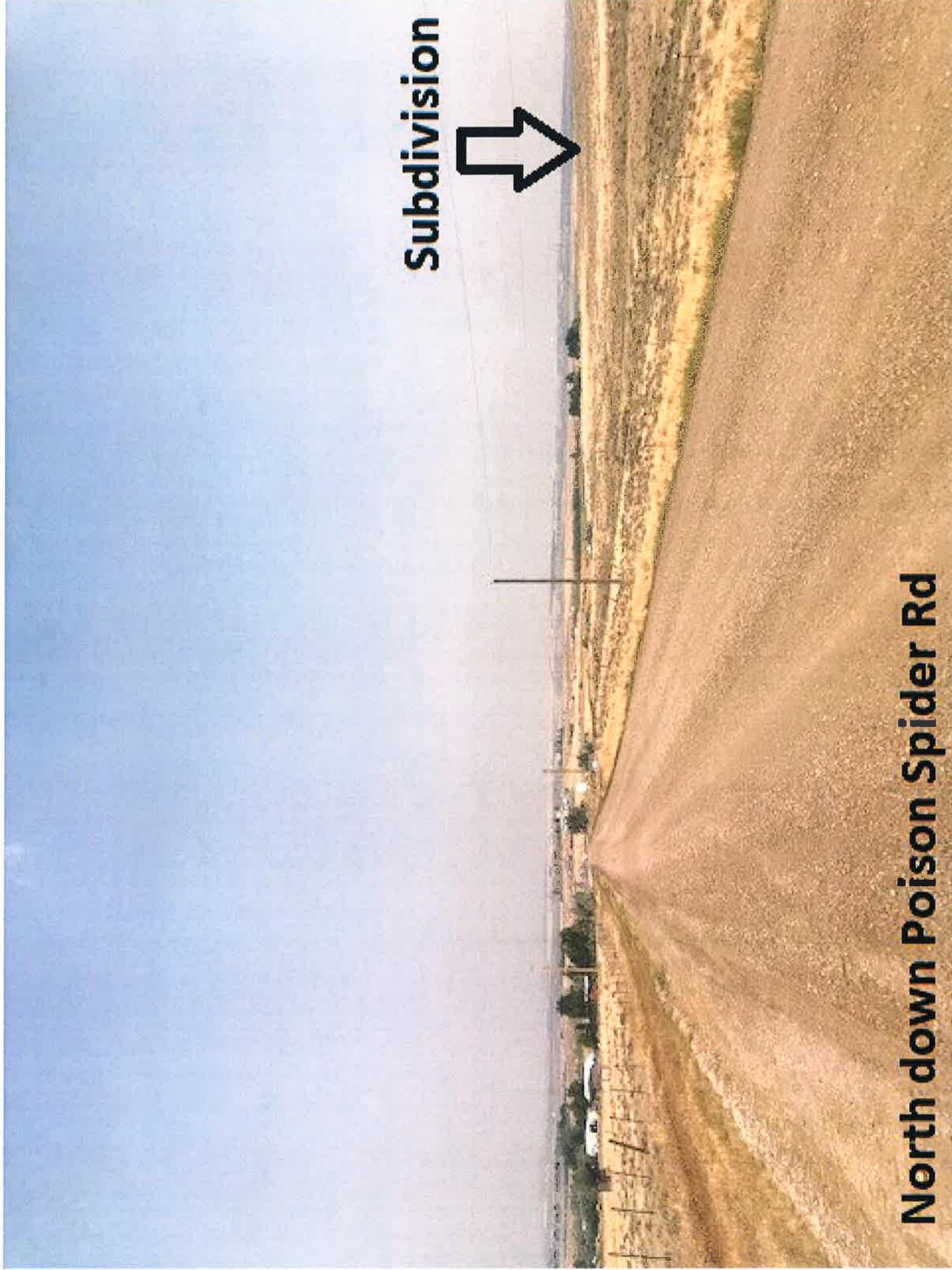
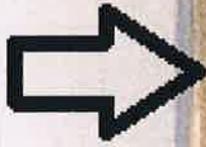
Looking Southwest across Lot 1



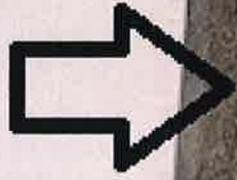
Looking Northeast at Lot 3

North down Poison Spider Rd

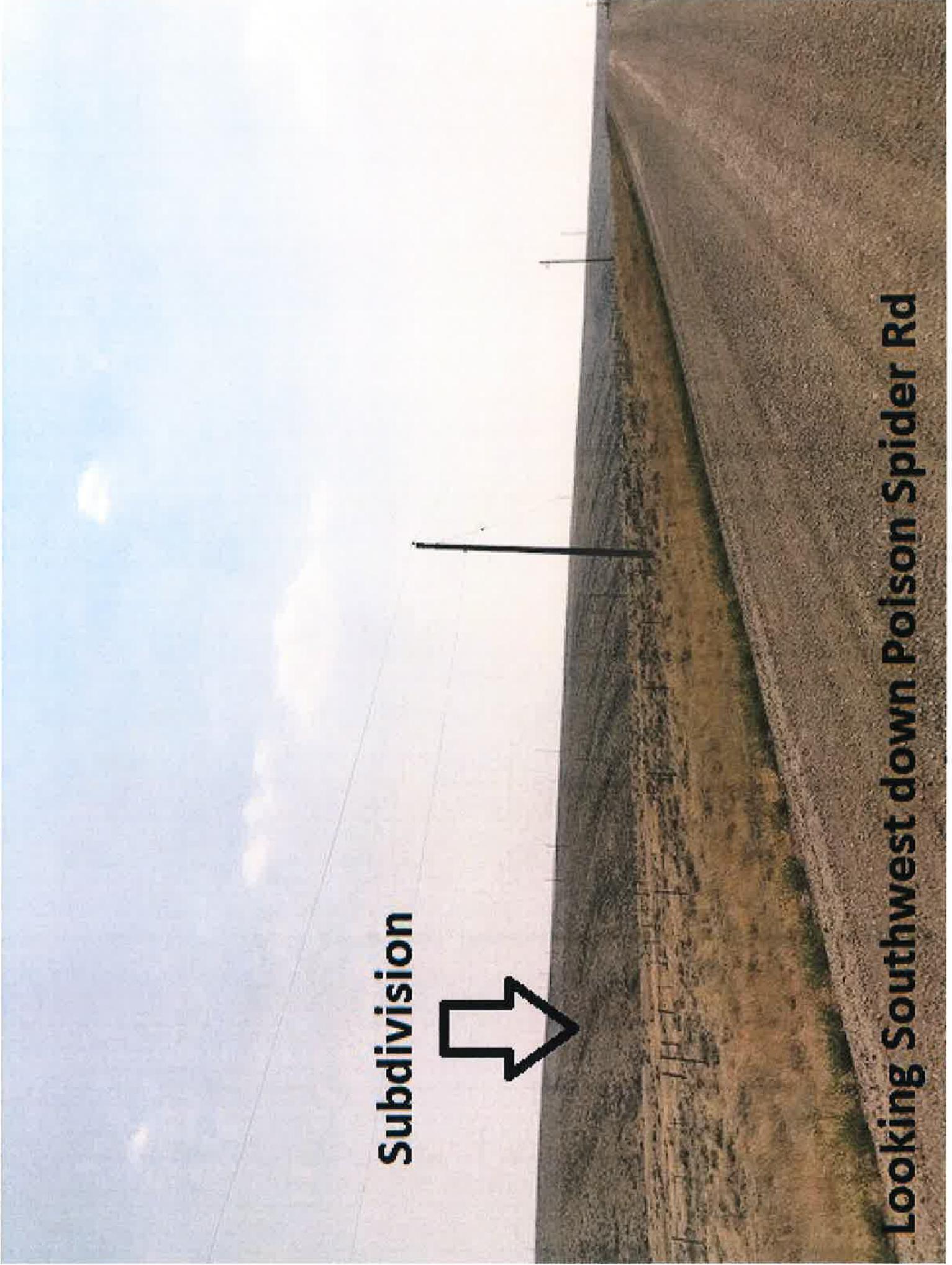
Subdivision

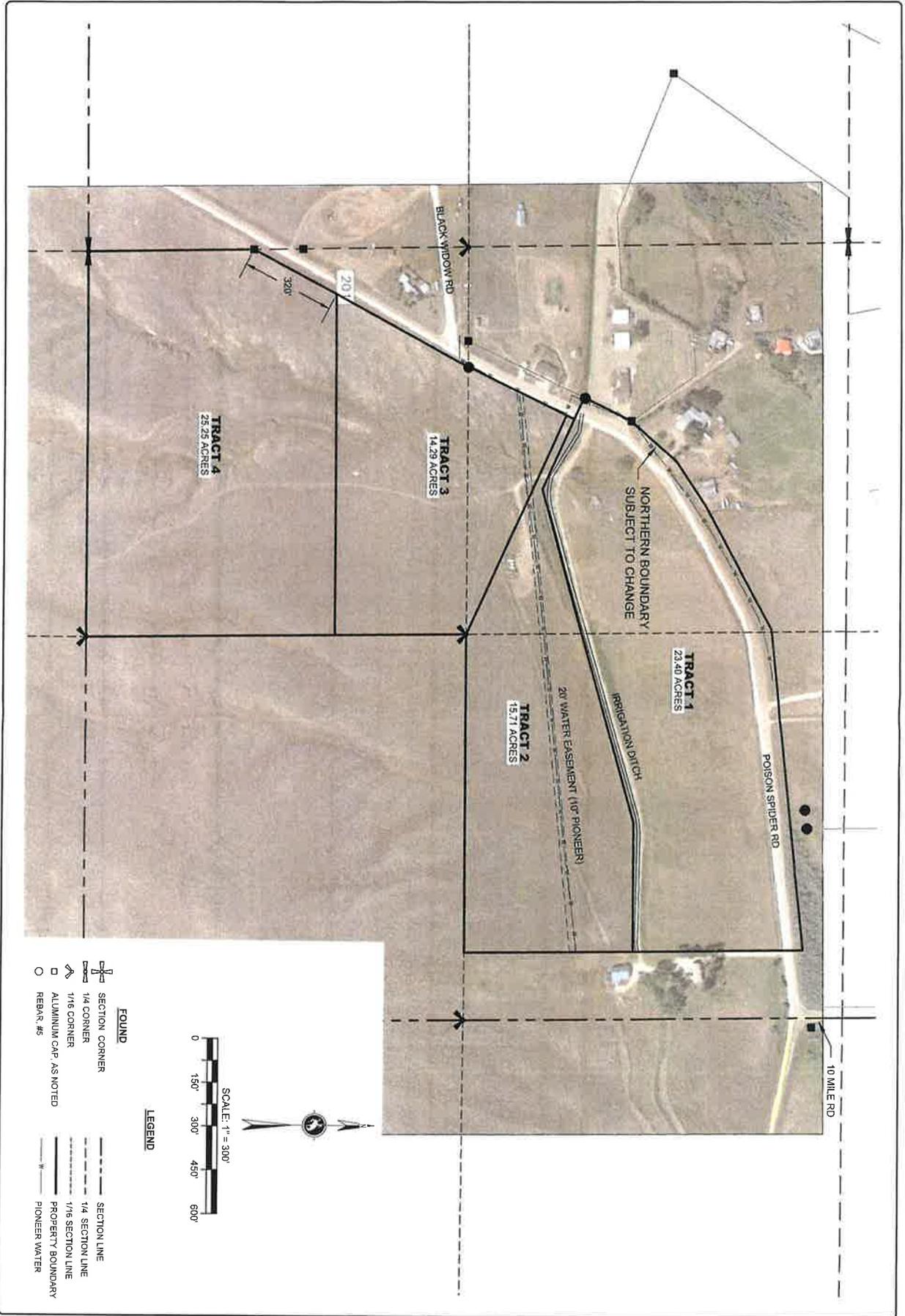


Subdivision



Looking Southwest down Polson Spider Rd





- FOUND**
- SECTION CORNER
 - 1/4 CORNER
 - 1/16 CORNER
 - ALUMINUM CAP AS NOTED
 - REBAR #5
- LEGEND**
- SECTION LINE
 - 1/4 SECTION LINE
 - 1/16 SECTION LINE
 - PROPERTY BOUNDARY
 - PIONEER WATER



REV	DATE	REVISIONS	BY	CHK
1				

**Sec. 2, SE1/4
T.33N., R.81W.
Casper, WY 82601**

Date Drawn: 08.23.2020 Scale: 1"=300'
Project No: 200018 File Name: 200018_Faylor Major Sub.dwg

FAYLOR PROPERTY
MAJOR SUBDIVISION -
PRELIMINARY BOUNDARY

