

**AGENDA**  
**CITY OF LARAMIE, WYOMING**  
**CITY COUNCIL WORK SESSION**  
**CITY HALL**  
**March 10, 2016 6:00 p.m.**

**1. Public Comments**

**2. SPECIAL MEETING**

- 2.A. Resolution 2016-24, authorizing the submittal of Business Ready Communities (BRC), Business Committed applications for grant and loan funds to support the growth of Bright Agrotech in Laramie.**

**[Jordan]**

Documents: [Agenda Item ~ Resolution.pdf](#), [RESOLUTION.pdf](#)

- 2.B. Project Development Agreement (PDA) between the City of Laramie, Laramie Chamber Business Alliance and Bright Agrotech to accompany Business Ready Community, Business Committed application to the Wyoming Business Council**  
JORDAN

Documents: [Agenda Item ~PDA.pdf](#), [PDA~ Draft for Council.pdf](#)

- 2.C. Fee Agreement with Hamre, Rodriguez, Ostrander & Dingess to assist the City in developing watershed protection ordinances.**

**[Loos]**

Documents: [JMD Signed 02-24-16.pdf](#), [M-Loos 01-11-16.pdf](#), [Cover Sheet Watershed Protection.pdf](#)

- 2.D. Community Partners Deliberation**  
Spreadsheet will be provided at the meeting.  
**[Jordan]**

**2.E. ADJOURNMENT**

**3. WORKSESSION**

- 3.A. City Council Procedural Rules**  
**[Loos]**

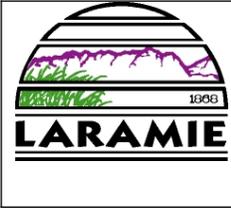
Documents: [2016 Code of Conduct changes 3-7-16.pdf](#)

**3.B. City Council Updates/Council Comments**

**3.C. Agenda Review**

**3.D. Public Comments**

#### 4. ADJOURNMENT



**Agenda Item: Grant**

**Title:** Resolution 2016-\_\_\_\_ authorizing the submittal of Business Ready Communities (BRC), Business Committed applications for grant and loan funds to support the growth of Bright Agrotech in Laramie.

**Recommended Council MOTION:** That council support Resolution 2016-\_\_\_\_ authorizing the submittal of Business Ready Communities (BRC), Business Committed grant and loan applications to support to support the growth of Bright Agrotech in Laramie and authorize the Mayor and Clerk to sign.

**Administrative or Policy Goal:** Strategic Partnerships for Economic Growth & Development

**Background:** The impetus for this project was the graduation of Bright Agrotech from the University of Wyoming’s Technology Business Incubator at which the company grew its revenue by up to 800% annually. Bright Agrotech develops and sells indoor high-density hydroponic growing equipment as well as software to support its equipment.

Before its graduation from the incubator, Bright Agrotech partnered with the Laramie Chamber Business Alliance to identify available locations within the community that could accommodate the company’s off-campus needs and growth plans. After extensive research into local building stock, the company determined that its best option was to rent a temporary facility until sufficient funding was secured to construct a new facility specially designed to meeting the company’s current and future operational needs. At the same time, the Laramie Chamber Business Alliance worked with the company and the Wyoming Business Council to explore the possibly a Business Ready Community grant to construct a new building to meet Bright Agrotech’s current and future needs.

Today, the company is currently is renting a building at the Laramie River Business Park and has determined this park is the best location to house its unique operational needs. Given this is the company’s preferred location, the Laramie Chamber Business Alliance is proposing to leverage its 3.85 acres of land, valued at \$670,824, to secure a grant-loan hybrid from the Wyoming Business Council to construct a new facility.

<b>ESTIMATED PROJECT COST &amp; GRANT/MATCH RATIO</b>	
Grant Request	\$2,685,750
Loan Request	\$209,250
Land Value, contributed by LCBA	\$670,824
<b>TOTAL</b>	<b>\$3,565,824</b>
<b>NOTE:</b> No City of Laramie funds will be used for any portion of this project, however, the City will make a significant investment of staff hours and resources in the project management, administration and oversight.	

**Job Growth:** Bright Agrotech currently employs 29 full and part time workers with salaries ranging from \$14.03/hour to \$40.87/hour, for an aggregate payroll of \$1.9 million. In three years, the company plans to increase its employee base to 60 employees with salaries ranging from \$15.33/hour to \$42.37/hour for an estimated

aggregate payroll of \$3.5 million. Many of its local workers will be hired through and internship-to-employment pipeline which will enable students to gain work experience at Bright Agrotech while pursuing degrees. While many of Bright Agrotech’s will be employed through this pipeline, Bright Agrotech, has also acquired an out of state company and would ideally like to transfer those workers to Laramie as well.

**City Investment:** No City of Laramie funds will be used for any portion of this project, however, the City will make a significant investment of staff hours and resources in the project management,

administration and oversight. The City of Laramie will pay all construction invoices from this project and then seek reimbursement from the Wyoming Business Council. Lastly, the \$209,250 loan for this project will be a debt to the City. This loan will be repaid with lease payments as outlined above and detailed with the PDA.

**Loan:** With an estimate project cost of \$3,565,824, paired with stringent cash match requirements under current Wyoming Business Council funding formulas, this project is not possible without a loan in the amount of \$209,250. The loan will be repaid using lease payments made by Bright Agrotech to the Laramie Chamber Business Alliance. The Project Development Agreement (PDA) requires the Laramie Chamber Business Alliance to "...execute a mortgage, including assignment of rents, with the City of Laramie to guarantee the full repayment of the loan to the City of Laramie to the Wyoming Business Council". The interest rate at 2% or less per annum for a 20 year term. The will loan will be "no recourse", meaning the Wyoming Business Council will only seize the building and no other municipal assets in the event of default.

**Revenue Recapture:** Annual lease payments made by Bright Agrotech to the Laramie Chamber Business Alliance will be begin at an estimated \$42,000 and escalate to \$85,000 in ten years. AFTER the loan is satisfied, as outlined above, the Laramie Chamber Business Alliance will reinvest 80% of net lease proceeds into economic development projects and 20% into operations. Then, upon the sale of the building, the Laramie Chamber Business Alliance will allocate 50% of proceeds to economic development projects within the Cirrus Sky Technology Park, 25% to operations and 25% returned to the Wyoming Business Council.

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**Legal/Statutory Authority:** This is a qualifying BRC project and the City is an eligible applicant.

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**BUDGET/FISCAL INFORMATION:**

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**REVENUE**

Source	Amount	Type
Fees/Charges for Service		
Project Budget		
Grants for Projects	\$ 2,685,750.00	BRC, Business Comitted
Loans on Project	\$ 209,250.00	BRC, Business Comitted
Other		
TOTAL		

**EXPENSE**

**Proposed Project Cost.**

Project Budget	Amount	Funds
Project Cost	\$ 3,565,824.00	
Loans on Project	\$ 209,250.00	
Grants for Project	\$ 2,685,750.00	BRC, Busienss Committed
City's Amount	\$ -	None
Other	\$ 670,824.00	In-Kind Land Value, LCBA
Total Amount	\$ 3,565,824.00	

**Attachments:**

Resolution for Grant

\_\_\_\_\_ **City Manager** \_\_\_\_\_

**City Attorney**

**Choose an item.**

**Responsible Staff:**

City Manager Jordan, x5226

Jason Loos, x5319

Grant Analyst, Sarah Reese, x5201

\_\_\_\_\_ City Manager \_\_\_\_\_ City Attorney \_\_\_\_\_ Choose an item.

RESOLUTION 2016-\_\_\_\_\_

RESOLUTION AUTHORIZING THE FILING OF GRANT AND LOAN APPLICATIONS BY THE CITY OF LARAMIE, WYOMING WITH THE WYOMING BUSINESS COUNCIL (WBC) FOR A BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM (BRC), BUSINESS COMMITTED GRANT AWARD IN AN AMOUNT NOT TO EXCEED \$3,000,000 AND A LOAN IN AN AMOUNT NOT TO EXCEED \$210,000 TO BE USED FOR THE CONSTRUCTION OF A BUILDING IN THE LARAMIE RIVER BUSINESS PARK TO SUPPORT THE EXPANSION OF BRIGHT AGROTECH IN LARAMIE AND THE RETENTION OF 29 EXISTING JOBS AND THE INITIAL CREATION OF UP TO NEW JOBS ADDED TO THE LARAMIE MARKET.

**WHEREAS**, the Governing Body of the City of Laramie desires to participate in the WBC's BRC to assist in financing this project through a grant;

**WHEREAS**, the grant request will not exceed \$3,000,000;

**WHEREAS**, the Governing Body of the City of Laramie recognizes this project will initially result in the retention of 29 existing jobs and the creation of an estimated 40 additional jobs;

**WHEREAS**, the Governing Body of the City of Laramie recognizes this project will result in a steady revenue to LCBA provided by lease income paid by Bright Agrotech, which will be utilized for economic development purposes;

**WHEREAS**, the Laramie Chamber Business Alliance will contribute the in-kind value of the land on which the Bright Agrotech headquarters will be constructed;

**WHEREAS**, the Governing Body of the City of Laramie will commit not funds be used for the match for this grant or for any portion of this project, however, the City will make a significant investment of staff hours and municipal resources in the project management, administration and oversight;

**WHEREAS**, the Governing Body of the City of Laramie understands the City of Laramie will pay all construction invoices from this project and then seek reimbursement from the Wyoming Business Council.

**WHEREAS**, the Governing Body of the City of Laramie understands the loan for this project will be a debt to the City, which will be repaid in accordance with the Projects Development Agreement which requires that the Laramie Chamber Business Alliance "execute a mortgage, including assignment of rents, with the City of Laramie to guarantee the full repayment of the loan to the City of Laramie to the Wyoming Business Council".

**WHEREAS**, the Governing Body of the City of Laramie authorizes City Manager, Janine Jordan, to request a "no recourse loan" with an interest rate at 2% or less per annum for a 20 year term.

**WHEREAS**, the Governing Body of the City of Laramie understands the definition of "no recourse" to be that the Wyoming Business Council will only seize the building and no other municipal assets in the case of default.

**WHEREAS**, if awarded, Laramie City Council authorizes City Manager, Janine Jordan, to execute routine grant related documents and paperwork, such as draw-down request, quarterly reports, etcetera;

**WHEREAS**, the City of Laramie held public hearings on July 21, 2015 and March 1, 2016 and gave full consideration to all comments received;

**NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMING, RESOLVES:**

**Section 1.** That the foregoing recitals are incorporated in and made a part of this resolution by this reference.

**Section 2.** That the City of Laramie apply for a Business Ready Community, Business Committed grant award from

the Wyoming Business Council in an amount not to exceed \$3,000,000 to support the expansion of Bright Agrotech in Laramie;

**Section 3.** That the City of Laramie apply for a Business Ready Community, Business Committed “no recourse” loan from the Wyoming Business Council in an amount not to exceed \$210,000 with a less than 2% or less per annum for a 20 year term which will also to support the expansion of Bright Agrotech in Laramie.

**Section 4.** That if awarded, Laramie City Council authorizes City Manager, Janine Jordan, to execute routine grant related documents and paperwork, such as draw-down request, quarterly reports, etcetera.

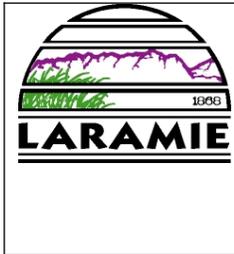
PASSED, APPROVED, AND ADOPTED THIS 10<sup>th</sup> day of March, 2015.

\_\_\_\_\_  
**ATTEST**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**CITY OF LARAMIE COUNCIL REGULAR MEETING      March 10, 2016**



**Agenda Item: Agreement**

**Title:** Project Development Agreement (PDA) between the City of Laramie, Laramie Chamber Business Alliance and Bright Agrotech to accompany Business Ready Community, Business Committed application to the Wyoming Business Council

**Recommended Council MOTION:** Move to approve the PDA between the City of Laramie, Laramie Chamber Business Alliance and Bright Agrotech to accompany Business Ready Community, Business Committed application to the Wyoming Business Council and authorize the Mayor to sign upon full execution by the Laramie Chamber Business Alliance and Bright Agrotech

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**Administrative or Policy Goal:** Strategic Partnerships for Economic Growth & Development

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**Background:** The City of Laramie has been requested to submit applications to the Wyoming Business Council for a Business Ready Community *grant* in the amount in the amount of \$2,685,750 and a *loan* in the amount of \$209,250 to assist with the growth of Bright Agrotech in Laramie. The Laramie Chamber Business Alliance will provide the land on which the building will be constructed, representing and in kind value of \$670,824. No City of Laramie funds will be used for the cash match for any portion of this project, however, the City of Laramie will invest a significant amount of staff time toward this project.

The PDA identifies roles and responsibilities of each of the parties in the development and construction of this project. Through this Agreement, the City of Laramie will provide full service project management and grant administration using a team approach in cooperation with the Laramie Chamber Business Alliance and Bright Agrotech. To this end, the City of Laramie will take on pre-award activities such as preparation and submittal of grant and loan applications, as well as post award activities, including construction management to assure the property is ready for occupancy at the within one year of the execution of the grant agreement with the Wyoming Business Council. The City of Laramie will also pay all construction invoices, seek reimbursement from the Wyoming Business Council, and complete all reporting requirements. Bright Agrotech, participate in the selection of construction firm, will enter into a Lease/Purchase Agreement with the Laramie Chamber Business Alliance and agrees to maintain and grow its workforce. Meanwhile, the Laramie Chamber Business Alliance’s role includes but is not limited to participation in the section of a construction firm, co-management of the construction process, contributing the land on which the building will be constructed, assistance with grant related activities, and coordination with Bright Agrotech and the City of Laramie to ensure the extension of non-municipal utility services. Because the City of Laramie will incur a loan in the amount of \$209,250 from the Wyoming Business Council, the PDA stipulates that the Laramie Chamber Business Alliance will “...execute a mortgage, including assignment of rents, with the City of Laramie to guarantee the full repayment of the loan to the City of Laramie to the Wyoming Business Council”.

Upon satisfaction of the loan to the Wyoming Business Council, the Laramie Chamber Business Alliance will reinvest will reinvest 80% of net lease proceeds into economic development projects and 20% into operations. Then, upon the sale of the building, the Laramie Chamber Business Alliance will allocate 50% of proceeds to economic development projects within the Cirrus Sky Technology Park, 25% to operations and 25% returned to the Wyoming Business Council.

*Included in this packet is a draft PDA. A final version is still being negotiated. Staff will forward a final version, complete with all attachments, as soon as possible. The final version is not expected to change significantly from the attached, however, if major changes do occur, staff will detail those changes for council.*

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**Legal/Statutory Authority:** This is a qualifying BRC project and the City is an eligible applicant.

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**Responsible Staff:** City Manager Jordan, x5226, City Attorney, Jason Loos, x5319, and Grant Analyst, Sarah Reese, x5201

\_\_\_\_\_ City Manager    \_\_\_\_\_ City Attorney    \_\_\_\_\_ Choose an item.

*City of Laramie – LCBA – Bright Agrotech*  
**PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT**

THIS PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT (this "Agreement") is made and entered into by and between the **City of Laramie**, a Wyoming municipal corporation and political subdivision of the State of Wyoming ("City of Laramie"), the **Laramie Chamber Business Alliance**, a Wyoming non-profit corporation and statutorily-authorized community development organization ("LCBA") and **Bright Agrotech, LLC**, a Wyoming Limited Liability Company ("Bright Agrotech").

**RECITALS**

(A) The City of Laramie will apply for a Wyoming Business Committed Grant/Loan (the "Grant/Loan") from the Wyoming Business Council ("WBC") and will distribute the money from that Grant/Loan pursuant to the terms of that Grant/Loan according to Wyoming state law and pursuant to the terms of this Agreement, to allow for the construction of a building and necessary infrastructure on 3.85 acres of property in the City of Laramie, Albany County, Wyoming (the "Property") for purposes of effectuating Bright Agrotech, LLC, a Wyoming Limited Liability Company, to retain its corporate headquarter and manufacturing facilities in Laramie, Wyoming. Specifically, the Property is located at and on approximately 3.8 acres of land located at Block 2, Lot 5B of the Laramie Rivers Business Park I in Laramie which is owned by LCBA (formerly known as Laramie Economic Development Corporation);

(B) Bright Agrotech is the business committed with respect to the above-described Grant/Loan. Bright Agrotech has committed to building its corporate headquarters and manufacturing facilities ("the Facility") on the LCBA Property. The Facility will be initial new construction of an approximate 12,150 square foot code compliant building with 5,500 square feet of shop space and 5,000 square feet of improved office space, and 1,650 square feet of indoor growing/product demonstration area, along with associated site work;

(C) Bright Agrotech, LLC was founded in 2010 in Laramie, Wyoming. It has been growing quickly in response to a growing market for indoor and high-density hydroponic growing equipment. It is among the largest manufacturer and installer of indoor farming equipment in the world, due to quality products combined with effective marketing and partnership-style support of its customers.

Bright Agrotech, LLC manufactures its patented products both domestically and internationally for domestic and international markets. The company has an annual revenue growth between 300% and 800% in a market sector that is estimated to have \$9 billion in potential revenue.

In 2014, the company grew from a 4 -person organization to a 12-person organization, tripling in size and their ability to amplify their efforts. Bright Agrotech has added four more employees in the first quarter of 2015, with several other positions to be filled before the end of the year.

(D) The City of Laramie and LCBA are aware that the construction and operation of the Bright Agrotech Facility would promote the sound economic growth of the City of Laramie and Albany County, Wyoming area through, among other things, the creation of new jobs, improvement of the tax base, and creation of other resources in Albany County, Wyoming area, all of which constitute a public purpose;

(E) The program under which the Grant/Loan is given authorizes project administration by a community development organization other than the Grant/Loan applicant, pursuant to a written agreement between the applicant and the community development organization;

(F) The City of Laramie is to be the Grant/Loan applicant;

(G) LCBA is a community development organization;

(H) The complex nature of the project will require significant expenditure of time and resources for project administration by both parties;

(I) It is of a definable benefit to the City of Laramie, in the savings of City resources, and reasonably necessary to City of Laramie, based upon the expertise of LCBA and given that LCBA is the legal owner of the Property upon which the Facility will be constructed, that LCBA participate in the administration of the project in full partnership with the City of Laramie.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. PROJECT DESCRIPTION:**

The project at issue will involve the construction of a building of approximately 12,150 square foot metal building with 5,500 square feet of shop space and 5,000 square feet of improved office space, and 1,650 square feet of indoor growing/product demonstration area, along with associated site work of approximately twenty four thousand (24,000) square feet (the "Project") for leasing and ultimate sale to and purchase by Bright Agrotech from LCBA. The design and development of the Project and the construction thereof will be funded by the Grant/Loan. Total Project costs for the Project is Two Million Eight Hundred Ninety Five Thousand Dollars (\$2,895,000), of which \$2,685,750 of the request will constitute a Grant and \$209,250 will constitute a Loan, per Attachment C. The parties intend to apply to the WBC for the full Project costs to be awarded in Grant/Loan monies, however otherwise subject to Section 2.A(iv) below. The terms and requirements of the Grant/Loan are by this reference incorporated herein.

A 6-member Selection Committee composed of two individuals from the LCBA, two individuals from the City of Laramie, and two individuals from Bright Agrotech shall select a qualified design and construction firm to develop plan and specifications for the construction of

the Project and the Facility in accordance with City of Laramie procurement policies. Each entity shall appoint one of the two members as the voting members for all Selection Committee decisions requiring a vote or approval of the Committee (total of three (3) voting members). Except as provided herein, a majority vote is required for all decisions and/or approvals requiring a vote.

The delivery of the Project shall be managed by a two-member Project Administration Committee, which shall serve as the decision-making body for the Project and shall be in charge of implementation of the Wyoming Business Council grant and loan and the construction of the Facility. The Project Administration Committee shall be comprised of one individual from LCBA and one individual from the City of Laramie. In the event the two members of the Project cannot agree on a decision and are deadlocked, they shall consult with an individual designated by Bright Agrotech to participate in the decision as the tie-breaker. If the contested decision requires construction work outside the original contract scope, written cost responsibility will have to be accepted by all parties prior to work commencing. This Project Administration Committee shall meet weekly during the course of this project to manage the Project, to review payouts and draws, and to review and approve any changes to the Project that may arise. The Project Administration Committee shall direct the conduct of the Project in all respects, through the city's designated project manager and within all pertinent City of Laramie policies, who shall manage the day-to-day operations and report to the Project Administration Committee weekly, or as special circumstances may require.

Following execution of this Agreement, the Project Administration Committee shall have an initial meeting to review the Project and establish a schedule for regular meetings for the purpose of reviewing and discussing the Project status and any issues impacting the progress of the Project including conflicts, delays, and their causes and potential claims.

Following execution of this Agreement and within 45 days following execution of grant agreement with the Wyoming Business Council award of the Grant/Loan, the Selection Committee shall select a design and construction firm to prepare preliminary plans and specifications for the construction of the Project (the "Preliminary Plans") in accordance with the specifications and criteria set forth on Exhibit "C" attached hereto (the "General Specifications"), together with a budget showing that the Project will be completed in accordance with such Preliminary Plans at a cost not to exceed the amount of the Grant/Loan, which is attached hereto as Exhibit "D." Upon the Selection Committee's completion and final approval of the preliminary construction drawings and specifications (the "Final Plans") and the budget (the "Final Budget") for the Project, LCBA and the City of Laramie shall be responsible for constructing the Project in accordance with the Final Plans and the Final Budget through the Project Administration Committee.

## **2. OBLIGATIONS OF LCBA:**

2.A. LCBA, as is set forth in and contemplated by the Grant/Loan and using the Grant/Loan funds, shall coordinate with the City of Laramie in all phases of Grant/Loan management and assist with the administration of the Project, including,

without limitation, construction of the Project by designating an individual to serve on the Project Administration Committee. In this capacity, LCBA shall, among other things perform as necessary the following tasks to manage and construct the Project:

2.A (i). LCBA shall participate in the selection of a qualified design and construction firm to develop plans and specifications for the construction of the Project and the Facility in accordance with City of Laramie procurement policies and Section 2.G by appointing two individuals to participate on the Selection Committee. At its own cost and using its organizational resources, LCBA shall also obtain all necessary zoning, subdivision, land development and building permits and approvals necessary to develop the Project (collectively, the "Development Approvals") if grant resources are insufficient to cover these expenses.

2.A (ii). Working with in partnership with the City of Laramie through the Project Administration Committee, LCBA shall achieve Substantial Completion of the Project (as hereinafter defined) on or about May 31, 2017 or twelve (12) months from the date on which the WBC and the City of Laramie execute the Grant/Loan agreement (the "Completion Date"), whichever is later. To the extent that LCBA experiences delays in achieving Substantial Completion by said date, LCBA shall be entitled to an extension of Substantial Completion when the delay is caused by weather, acts of God, labor strikes or shortages, change orders to the Project, fire, flood, unusual delays in deliveries, unavoidable casualties or other causes beyond LCBA's control, then the date for Substantial Completion shall be extended by the length of time of the delay in question. The Project shall be deemed to be substantially completed ("Substantially Completed" or "Substantial Completion") on the day when all of the following have occurred:

- (a) The Project has been completed in accordance with the Final Plans and all applicable laws, rules and regulations, except for minor "punch list" items, the completion or repair of which will not interfere with Bright Agrotech's use and occupancy of the Project and Facility, and in accordance with the Lease & Purchase Agreement (as hereinafter defined);
- (b) the Project is available for Bright Agrotech to utilize for its intended purpose without material interference with Bright Agrotech's business activities by reason of completion of LCBA's work, including (without limitation), by reason of completion of "punch list" items;
- (c) LCBA shall have obtained and delivered to Bright Agrotech a copy of a certificate of occupancy relating to the Project issued by the City of Laramie, which certificate of occupancy shall be of the type customarily issued by the municipality in which the Project is located and which is adequate to permit Bright

Agrotech to legally occupy the Project for its intended purposes (the "Certificate of Occupancy"); and

(d) LCBA and Bright Agrotech shall have completed a joint inspection of the Project and have:

(i) confirmed in writing that the Project has been completed in accordance with the Final Plans, except for minor "punch list" items, and

(ii) compiled a written list of minor "punch list" items that do not interfere with Bright Agrotech's business activities (the "Punch list Items"). LCBA shall cause all contractors and subcontractors to complete all punch list items no later than sixty (60) days after the date of Substantial Completion unless a delay prevents completion within 60 days.

(e) Neither LCBA nor Bright Agrotech shall commence with any modification to completed building without approval by the City during the lease period.

2.A (iii). Keep separate and complete accounting records of transactions relative to the Grant/Loan.

2.A (iv) Provide to the City of Laramie a guaranty agreement by which LCBA will guarantee repayment of indebtedness (the "Loan") incurred by the City of Laramie for purposes of partial funding of construction of the Facility. The amount of the Loan shall not exceed Two Hundred Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$209,250.00) with the WBC, and will be subject to the minimum following terms:

1. Execute Simultaneous to the City of Laramie transferring ownership of the Project as referenced in 3. A (vi), execute a mortgage, including assignment of rents, with the City of Laramie to guarantee the full repayment of the loan to the City of Laramie to the Wyoming Business Council;
2. Receipt of funding as provided for and described by the Grant by the WBC in an amount not less than \$2,895,000.00. LCBA intends to apply for the total project costs, including "cash match" to be funded by the Grant in an amount of \$2,685,750.00.
3. A Loan in a principal amount not to exceed \$209,250.00;
4. A Loan interest rate at not to exceed 2% or less per annum;
5. Monthly principal and interest payments as calculated by a standard amortization schedule for the term in question;
6. Term of 20 years; and
7. No prepayment penalty.

The parties agree that they shall mutually endeavor to acquire the maximum amount of funding in the form of a Grant/Loan from the WBC as is possible. The parties intend to apply to the WBC for full funding for the Project

and Facility in the Grant/Loan. Should the WBC not award the City full Project construction costs and monies in and by the Grant/Loan, the parties shall seek to endeavor acquisition of the remaining monies necessary for funding the Project by the Loan either from a LCBA revolving loan fund or private lenders, subject to the terms described herein. The parties shall first draw down and exhaust any Grant/Loan monies awarded before incurring additional indebtedness in the form of a Loan.

The parties recognize that the obligations and responsibilities herein are expressly contingent upon the Project being fully funded and should a Loan with the WBC not be possible nor can LCBA obtain a private loan with manageable terms and conditions, LCBA has the option to be relieved of all of its responsibilities hereunder.

2.A (vi). Participate in weekly meetings between representatives of all parties, along with designated City staff, the purpose of which is to keep all parties informed of all matters regarding the Project and Facility. Such reports shall be given as often as the City of Laramie and Bright Agrotech request and, at the option of the City of Laramie and/or Bright Agrotech, may be verbal or written.

2.A (vii). In a timely fashion, provide to the City of Laramie complete documentation needed to complete all reporting requirements for the Grant/Loan as requested, including but not limited to publishing notices, submitting reports and the prompt submission of reimbursement of Grant/Loan eligible expenditures to the City of Laramie and provide all receipts and documentation necessary to satisfy the Grant/Loaning agency.

2.A (viii). Subject to completion of construction, satisfaction of Grant/Loan terms and approval by the City, enter into a ten (10) year Lease & Purchase Agreement with Bright Agrotech in a form substantially as set forth on Exhibit "A" hereto, for the continued operation and maintenance of the Property and Facility, said lease to charge a basic monthly rental amount as set forth by Exhibit "A," and with the conditions of purchase of the Property and Facility in accordance with the terms of Exhibit "A." Lease agreement payments will be utilized by LCBA to cover any ownership and property management costs, as well as any potential Loan repayment costs of the Property and Facility which are not otherwise paid by Bright Agrotech pursuant to Exhibit A. Any additional monies remaining after ownership and property management costs and Loan repayment costs, including any purchase monies acquired by LCBA upon sale by LCBA to Bright Agrotech, shall be used by LCBA in accordance with the Revenue Recapture Plan attached herein as Exhibit "B." Lease agreement will be assignable solely to the City of Laramie until such time as Loan indebtedness obligations are fully satisfied. LCBA will provide an assignment of rents as the sole collateral to secure repayment of the Loan.

2.A (viii). LCBA agrees that it shall not dissolve or cause the dissolution of its corporate charter and community development organization status during the reporting period and term of the WBC Grant/Loan. Specifically, LCBA shall maintain its current non-profit corporate and community development organization status for purposes of the Project. In the event LCBA fails to maintain its corporate charter, dissolves, or fails to maintain its status as an economic development organization pursuant to the provisions of Wyoming Statute § 9-12-301, et seq. the City shall have the right to declare a breach of the agreement and require that LCBA remedy such breach by restoring the charter of LCBA or assigning its obligations under this Agreement to another qualified community development organization. In the event of a failure by LCBA to cure any such breach within thirty (30) days of receipt of notice and opportunity to cure, then title to the Property, whether real, personal or mixed, shall be transferred to the City upon demand. LCBA shall comply with the demand for transfer within 30 days after the cure period expires. Any transfer of the Property by LCBA to the City in accordance with the terms of this paragraph shall not affect Bright Agrotech's rights under this Agreement or Exhibit "A".

2.A.(ix) Upon completion of the Grant/Loan, participate in the City's public hearing and provide evidence and testimony regarding satisfaction of the Grant/Loan terms and the economic benefits and economic development impacts provided to the community by Bright Agrotech.

2.B. LCBA shall contribute up to 3.85 acres of real property (the "Property") located at Block 2, Lot 5B of the Laramie Rivers Business Park I in Laramie, Wyoming for construction of the Facility. The value of the Property as part of the Project for Bright Agrotech shall be set at \$670,824.00, or \$4.00/square foot. This value and in-kind contribution shall be used for purposes of the match requirement for obtaining the Grant/Loan. Upon approval of the Grant/Loan, LCBA agrees to dedicate the entirety of the Property to the exclusive use and benefit of the Project. LCBA shall execute and deliver all such documentation evidencing the value of the Property as may reasonably be required by the City of Laramie and the WBC.

2.C Appoint an individual to the Project Administration Committee and two individuals to the Selection Committee.

2.D. In performance of its obligations under this Agreement, LCBA shall, as is reasonably practicable under the circumstances, conform its conduct so that the City can meet its statutory obligations in relation to obtaining and carrying out the Grant/Loan.

2.E. If LCBA is for some reason unable to serve as the community development organization, the City shall assume administration of this Agreement to assure Substantial Completion of the Facility. If the City assumes administration of

the Project, such action shall not alter any other terms of this Agreement; all parties hereto shall retain its rights and obligations hereunder.

2.F. Except as provided herein, LCBA may not terminate this Agreement before the successful completion of this Agreement. Following such completion, LCBA may terminate this Agreement at any time upon giving the City of Laramie sixty (60) days prior notice.

2.G. Following execution of this Agreement and within 45 days following award of the Grant/Loan, LCBA shall participate in the selection of a design and construction firm to prepare preliminary plans and specifications for the construction of the Project (the "Preliminary Plans") in accordance with the specifications and criteria set forth on Exhibit "C" attached hereto (the "General Specifications"), together with a budget showing that the Project will be completed in accordance with such Preliminary Plans at a cost not to exceed the amount of the Grant/Loan, which is attached hereto as Exhibit "D." Upon completion of Preliminary Plans and the Budget, LCBA, working in partnership with the City, and Bright Agrotech shall agree upon the same within thirty (30) days from delivery thereof by LCBA to Bright Agrotech. Once Bright Agrotech has approved the preliminary construction drawings and specifications (the "Final Plans") and the budget (the "Final Budget") for the Project, Working in partnership with the City, LCBA and the City of Laramie shall be responsible for constructing the Project in accordance with the Final Plans and the Final Budget through the Project Administration Committee. In the event that LCBA and Bright Agrotech are unable to agree upon the Final Plans and/or the Final Budget, the City shall be appointed to break the tie and arrive at Final Plans and Final Budget.

2.H. Coordinate and champion the Project for Bright Agrotech to the City of Laramie, Albany County, WBC, elected officials, press, other governing bodies and the public generally. LCBA will assist Bright Agrotech in employment opportunities for the partners, spouses and children of Bright Agrotech's management employees. To the extent that other training programs, services or Grant/Loans are available for Bright Agrotech, LCBA will manage such and endeavor to make such options available to Bright Agrotech. LCBA will additionally assist in coordinating Bright Agrotech recruitment relocations to the Laramie area by establishing contacts and relationships with local real estate agents, financial residential lending institutions and school district introductions.

2.IH. Comply with any other term, responsibility, acknowledgment, duty or obligation of LCBA as may otherwise be specifically stated and provided for or contained within this Agreement herein.

2.JI. Agree to City of Laramie audit of all applicable project related records as requested.

### 3. OBLIGATIONS OF THE CITY OF LARAMIE:

3.A. The City of Laramie shall:

3.A(i). Apply for the Grant/Loan at the soonest possible date, provided upon that City staff, in consultation with the Wyoming Business Council, determines sufficient information and materials have been delivered by LCBA and Bright Agrotech. The Parties acknowledge that the application for Grant/Loan funding by the WBC requires the City of Laramie as applicant to solicit citizen input through a published public hearing before submission of an application and resolution passed by the City Council. In the event the City Council does not pass a resolution supporting the application by the City of Laramie to the WBC for Grant/Loan funds for this Project, the City shall consult and confer with LCBA and immediately endeavor to refer the Grant/Loan application to another qualified sponsoring entity. If the City of Laramie or LCBA are unable to find another qualified sponsoring entity, any party hereto shall have the right to declare this Agreement null and void and of no further force or effect, whereupon the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement, and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that it has incurred pursuant to this Agreement.

The parties further agree that nothing in this Agreement shall be construed to mean that the City and/or LCBA are obligated to proceed with the Project if they do not receive the requested funding from the WBC nor shall anything be construed to mean the City or LCBA is obligated to expend funds for the Project in excess of the funds received from the WBC, unless LCBA and/or Bright Agrotech provides appropriate assurances of payment of such excess amounts.

3.A(ii). Appoint an individual to the Project Administration Committee and two individuals to the Selection Committee.

3.A(iii). Forward any and all relevant documentation received from WBC or others regarding this Project to LCBA in a timely manner.

3.A(iv). Receive, review and submit to the WBC in a timely fashion Grant/Loan reports and requests for Grant/Loan reimbursements.

3.A(v). Forward all Grant/Loan reimbursements received from WBC appropriate contractors to the Project Administration Committee in a timely fashion for all appropriate expenses allowable under the Grant/Loan.

3.A(vi). In consideration of LCBA providing the total cash in-kind contribution towards the Grant/Loan in the form of up to 3.85 acres of LCBA-

owned real property for the Project (with a value of \$670,824), the project management and oversight responsibilities incurred, the guaranteed liability for any Loan indebtedness associated with the Project, economic developments and impact in the community and other good and valuable consideration, the City of Laramie shall convey by a Bill of Sale and a Quitclaim Deed all of its right, title, interest and ownership of and in the Facility and the Property, if any, to LCBA within thirty (30) days of Substantial Completion of the Facility. In the event lease payments are made by Bright Agrotech prior to conveyance of said ownership by the City of Laramie to LCBA, said lease payments shall be made payable to LCBA and all lease payments and proceeds shall be accounted for in accordance with Section 2.A(viii) and Exhibit "B." Upon complete repayment of the Loan, the City of Laramie shall convey a quitclaim deed and any other documents necessary to convey all of its right, title, interest and ownership in the Property to LCBA.

3.B. Comply with any other reasonable term, responsibility, acknowledgment, duty or obligation of the City of Laramie as may otherwise be specifically stated and provided for or contained within this Agreement herein.

**4. OBLIGATIONS OF Bright Agrotech:**

4.A. Bright Agrotech shall:

4.A(i). Appoint two (2) individuals to the Selection Committee.

4.A(ii). Pursue timely and efficient communications with LCBA regarding the planning, design and implementation of the Project.

4.A(iii). Retain and move its corporate headquarters and manufacturing facilities to the Facility in Laramie, Wyoming at the Property by April 2017 or Substantial Completion, whichever is later.

4.A(iiiiv). Employ, maintain and increase full-time employment and cumulative payroll in accordance with the projections and timelines/years as provided for and outlined by the attached Exhibit "E."

4.A(iv). Enter into a Lease & Purchase Agreement as set forth by Exhibit "A."

4.A(vi). Provide in a timely fashion, all necessary job, wage information, and additional investments to City of Laramie and/or LCBA which is required for the submission of reports to the WBC. Project reporting will be required during the term of the Lease & Purchase Agreement.

4.A(vii). Be responsible for any cost associated with Project changes that are completed at the written request of Bright Agrotech (a “Change”) that exceeds the amount of the Project cost defined herein in Sections 1 and 2.A(iv) and total Project costs defined at an amount of Two Million Eight Hundred Ninety-Five Thousand Dollars (\$2,895,000). No Change shall be performed, and no cost associated with Project in excess of the \$2,895,000 (collectively “Excess Costs”) shall be incurred or allowed, without the prior written authorization, in each instance, of Bright Agrotech. Such Change and/or such Excess Costs shall be performed by LCBA upon the written approval and consent of Bright Agrotech as defined herein.

4.B. Comply with any other term, responsibility, acknowledgment, duty or obligation of Bright Agrotech as may otherwise be specifically stated and provided for or contained within this Agreement herein.

## **5. CONTINGENCIES:**

As may have already been described herein or otherwise, this Agreement is made specifically with the following contingencies:

- 5.A. That the WBC and SLIB (Wyoming State Land and Investment Board) award and approve the Grant/Loan;
- 5.B. That any and all other City code, zoning and/or other requirements that may be imposed on the parties by the City of Laramie, County or otherwise are reasonable and can be accommodated; and
- 5.C. That the City of Laramie is capable of and does agree to incur the indebtedness of the Loan through the WBC, subject to the guarantee and repayment thereof by LCBA.

## **6. BREACH AND REMEDIES:**

Any party believing that another is in material breach of the provisions of this Agreement shall notify the defaulting party in writing of the alleged breach, including within such notice the facts of the conduct constituting the breach and the steps believed necessary to cure the breach. Any notice of breach shall be sent to all parties to this Agreement. All parties to the Agreement shall meet within five (5) working days of such notice to discuss and attempt to resolve the breach. If, within fifteen (15) working days after the notice of breach, the breach has not been cured, or, if the breach cannot reasonably be cured within such time, if steps have not been undertaken to reasonably cure the breach, then the non-defaulting party or parties may take the steps reasonably necessary to enforce their rights under this Agreement by referring the matter to non-binding mediation. Should the parties not be able to arrive at a mutually agreed upon mediator and conduct the mediation in 30 days from the breach (unless otherwise extended by agreement of the parties), then either party can elect to initiate litigation.

This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief to enforce the terms hereof or any cause of action shall lie in the District Court, Second Judicial District in Albany County, Wyoming. Any mediation shall be conducted in Laramie, Wyoming.

**7. REPRESENTATIVES/NOTICES:**

The City of Laramie designates Janine Jordan, City Manager as its "Representative," Bright Agrotech designates Nate Storey, President as its "Representative," and LCBA designates Daniel Furphy, CEO as its "Representative." All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To City of Laramie:

Janine Jordan, City Manager  
City of Laramie  
PO Box C  
Laramie, WY 82073  
307-721-5226 (telephone)  
307-721-5211 (facsimile)

To Bright Agrotech:

Nate Storey  
President/CEO  
Bright Agrotech, LLC  
1461 Commerce Drive  
Laramie, WY 82070  
307-288-1188 (telephone)

To LCBA:

Daniel G. Furphy  
CEO  
Laramie Chamber Business Alliance  
800 S. 3<sup>rd</sup> Street  
Laramie, WY 82070  
307-745-7339 (telephone)  
307-745-4624 (facsimile)

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail.

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor and/or the City Manager of the City of Laramie do not have authority to bind the City of Laramie to this Agreement without an affirmative vote of the City's Governing Body.

## **8. REPRESENTATIONS AND WARRANTIES OF BRIGHT AGROTECH:**

Bright Agrotech represents and warrants that:

8.A. **LLC Status.** Bright Agrotech is a limited liability company duly organized, validly existing, and in good standing under the laws of Wyoming and shall maintain good standing with the laws of Wyoming

8.B. **Corporate Power.** Bright Agrotech has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of its terms, conditions, and obligations, have been duly authorized by all necessary company action by Bright Agrotech. This Agreement is a valid and binding obligation of Bright Agrotech, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

8.C. **Non-breach of other Agreements.** The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with the certificate of incorporation, operating/shareholders agreement, or other organizational or governing documents of Bright Agrotech, or any mortgage or lien to which Bright Agrotech is a party or is subject or by which Bright Agrotech or its properties are bound or affected, or in any material respect of any, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which Bright Agrotech is a party or is subject or by which Bright Agrotech or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by Bright Agrotech of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

8.D. No Pending Lawsuits. There are no actions, suits, or proceedings against Bright Agrotech pending or, to the knowledge of Bright Agrotech threatened before any court or by or before any governmental instrumentality, which could have a material adverse effect on the ability of Bright Agrotech to perform its obligations under this Agreement.

8.E. No Default in Court Orders or Similar Agreements. There exists no default by Bright Agrotech with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and Bright Agrotech is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.

8.F. Signatory Authority. Each and any person signing this Agreement on behalf of Bright Agrotech has the full authority to sign on behalf of and bind Bright Agrotech to this Agreement.

**9. REPRESENTATIONS AND WARRANTIES RELATING TO THE PROPERTY:**

LCBA, as the legal and record owner of the Property, represents and warrants that:

9.A. Hazardous Materials. To the best of LCBA's knowledge: (i) no Hazardous Waste (as defined herein), has been used, generated, released, stored or disposed of on the Property or sub-soil thereof, other than fertilizers and pesticides used in connection with normal landscape, livestock or agricultural activities; (ii) no petrochemical tanks or tanks containing Hazardous Materials have been located on or below the surface of the Property, (iii) the Property is not subject to any federal, state or local "Superfund" lien, proceeding, claim, liability or action, for the cleanup, removal or remediation of any such Hazardous Waste used, generated, released, stored or disposed of on the Property. For purposes of this Agreement, "Hazardous Waste" means those wastes which are defined in the Wyoming Environmental Quality Act in Section 35-11-103(d)(vii).

9.B. Other Interests. Neither LCBA nor any other owner of the Property, if any, have any contract with any third party holding any option to purchase, right of first refusal or right to purchase the Property or any portion thereof, except for the option of Bright Agrotech to purchase the Property and the improvements thereon as provided in the Lease & Purchase Agreement.

9.C. No Leases or Contracts. Other than the Lease & Purchase Agreement by LCBA to Bright Agrotech, there are no leases or other agreements (whether oral or

written), other than those disclosed in writing to and approved by City of Laramie, affecting or relating to the right of any party with respect to the possession of the Property or any portion thereof which are obligations which will affect the Property or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether oral or written) affecting or relating to the Property which are obligations which will affect the Property or any portion thereof.

9.D. Existing Land Use Restrictions and Permits. To the best of LCBA's knowledge, the Property is currently zoned to permit the operation and business of Bright Agrotech such as that contemplated for operation on the Project, the Facility and Bright Agrotech's business operations. To the extent any re-zoning, certification or permitting is required, the City of Laramie and Bright Agrotech agree to cooperate and extend their respective good faith and best efforts to effectuate the change(s) necessary. The City of Laramie joins the representations and warranties of this paragraph 9.D.

**10. NECESSARY ACTS AND FURTHER ASSURANCES:**

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

**11. BENEFICIARIES:**

This Agreement is negotiated for the exclusive benefit of the parties hereto. There are no intended third party beneficiaries of this Agreement.

**12. NO WAIVER OF IMMUNITIES:**

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights, defenses, limitations or privileges of the City of Laramie under the doctrines of sovereign or governmental immunity nor shall it in any way be deemed a waiver of any of the requirements or immunity provided by the Wyoming Governmental Claims Act.

**13. AVAILABILITY OF FUNDS:**

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use for the Project under this Agreement from the WBC. Funds include monies

available and distributed in the amounts and subject to the terms for Grant/Loan and Loan monies as defined in other Sections herein. If funds are not allocated and available as needed for the parties to perform this Agreement, then this Agreement shall terminate and shall be of no further force or effect. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to any party in the event this provision is exercised, and no party shall be obligated or liable for any future payments due or damages as result of termination under this section.

#### **14. COMPLIANCE WITH LAWS:**

LCBA and Bright Agrotech shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any person or entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

#### **15. CONTRACTUAL MATTERS:**

15.A. Performance Matters. With respect to the performance of this Agreement, the parties agree as follows:

15.A(i). Nondiscrimination. LCBA shall comply with Presidential Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et. seq.), and the Americans with Disabilities Act (hereinafter referred to as "ADA"), 42 U.S.C. 12101, et seq. LCBA shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

15.A(ii). Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for relative to the construction of the Project, shall identify LCBA, the City of Laramie and WBC as the sponsoring agencies.

15.B. Local Public Hearing and Approval. The Parties acknowledge that the application for Grant/Loan funding by WBC requires the City of Laramie as applicant to solicit citizen input through a published public hearing before submission of an

application, and a resolution passed by the City of Laramie. In the event the City of Laramie does not pass a resolution supporting the application by the City of Laramie to WBC for Grant/Loan funds for the Project, the City of Laramie shall have the right to declare this Agreement null and void and of no further force or effect, except as may be required by and provided in paragraph 3.A above.

15.C. Audit. The City of Laramie and any of its representatives shall have access to any books, documents, papers, and records of LCBA which are pertinent to this Agreement and which are not legally privileged. Additionally, LCBA shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

15.D. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

15.E. Supplanting. WBC Committed Grant/Loans must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

15.F. Force Majeure. No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other parties of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

15.G. **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Facility, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, and materials of any kind related to the construction of the Facility shall be considered all times to be the property of LCBA unless Bright Agrotech pays the Architect as agreed to and approved by LCBA or upon acquiring ownership of the Facility pursuant to the Lease & Purchase Agreement, in which event the plans and specifications prepared by the Architect shall be considered the property of Bright Agrotech. Nothing in this Agreement shall be construed to prevent or deny the City of Laramie or LCBA, their agents, employees, officers, representatives or officials from reviewing or having access to all construction documents. Notwithstanding anything else in this paragraph to the contrary, if Bright Agrotech exercises its option to purchase the Property in accordance with the terms set forth in Exhibit "A", Bright Agrotech shall become the sole owner of all plans, CAD's, and specifications for the Facility. LCBA shall provide Bright Agrotech with all plans, CAD's, and specifications for the Facility at any closing held to complete the purchase of the Property by Bright Agrotech.

15.H. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.

15.I. **Entire Agreement.** This Agreement and the documents/exhibits referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.

15.J. **Successors and Assigns.** Neither LCBA nor Bright Agrotech shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the City of Laramie. Bright Agrotech shall not use the Facility, the Property or this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Laramie and LCBA. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the City of Laramie and/or LCBA.

15.K. Modification. This Agreement may be amended or modified only in a writing signed by all the parties hereto.

15.L. Paragraph Headings. Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.

15.M. Waiver and Failure to Declare a Default. The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for any such subsequent default or violation.

15.N. Interpretations. Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and vice versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.

15.O. Invalid Provisions. It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.

15.P. Attorneys' Fees and Costs. In the event any party is required to enforce the conditions or breach of any term contained herein, the prevailing party or parties shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

15.Q. Facsimile Signatures and Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile, provided that the parties shall forthwith circulate and sign no less than four (4) copies of an original and one (1) signature page.

## 16. INDEMNITY:

LCBA shall indemnify, defend and hold the City of Laramie and Bright Agrotech harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by LCBA related in any way to this Agreement.

Bright Agrotech shall indemnify, defend and hold the City of Laramie and LCBA harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by Bright Agrotech related in any way to this Agreement.

DATED AND EFFECTIVE this \_\_\_ day of February, 2016.

**CITY OF LARAMIE, WYOMING**

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

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

Dave Paulekas, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Angie Johnson, City Clerk

**LARAMIE CHAMBER BUSINESS ALLIANCE**

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

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

Nancy Stutzman, Chair of the Board

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

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

Daniel Furphy, CEO

Attest:

\_\_\_\_\_  
Amy Shoales, Secretary of the Board

**BRIGHT AGROTECH, LLC**

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

By: \_\_\_\_\_  
Nate Story, President & CEO

Attest:  
\_\_\_\_\_  
**Name,** CFO

**DRAFT**

***INDEX OF ATTACHED AND INCORPORATED EXHIBITS***

<b>EXHIBIT</b>	<b>DESCRIPTION</b>
A	Lease & Purchase Agreement
B	Revenue Recapture Plan
C	Facility General Specifications / Preliminary Plans
D	Final Budget
E	Bright Agrotech Job & Wealth Creation
F	Operations & Maintenance Plan
**	** Grant/Loan Documents

**DRAFT**

## FEE AGREEMENT

This Fee Agreement (“Agreement”) is between Hamre, Rodriguez, Ostrander & Dingess, P.C., subsequently referred to as "Law Firm" and the City of Laramie, Wyoming subsequently referred to as "Client". The Law Firm and Client are collectively referred to as the “Parties.”

Client has requested Law Firm provide it with legal advice and assistance in a watershed protection ordinance. Because the Client is a municipal corporation, the Law Firm has requested that one person be designated to bind the Client with respect to fees and representation of Client in such matter. This is done to avoid confusion, duplication of effort and conflicting instructions. The person so designated to act for the Client is Jason Loos, City Attorney.

To avoid misunderstanding, Client and Law Firm wish to formalize their agreement regarding fees and representation by this written Agreement.

Client and Law Firm agree as follows:

A. The Parties agree the Law Firm’s engagement is limited to performance of services referenced above. Because we are not your general counsel, the Law Firm’s acceptance of this engagement does not involve an undertaking to provide advice, assistance or representation of you or your interest in any other matter.

B. To enable the Law Firm to represent you effectively, you agree to cooperate fully with the Law Firm in all matters relating to the matter, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You will also make yourself reasonably available to attend meetings, and conferences, and other proceedings. You also agree to pay our statements for services and other charges stated below.

C. John Dingess will have primary responsibility for your representation and will utilize other Law Firm attorneys and legal assistants as believed appropriate in the circumstances. The Law Firm will provide legal counsel to you in accordance with this Agreement and in reliance upon information and guidance provided by you, to keep you reasonably informed of progress and developments, and to respond to your inquiries. We will use e-mail to communicate with you, or on your behalf, during the course of the representation. It is widely understood that ordinary internet e-mail is inherently insecure. If you would like us to engage in something more secure than ordinary internet e-mail, please contact us and indicate so, otherwise we will presume that ordinary internet e-mail is acceptable.

D. Either at the commencement or during the course of our representation, the Law Firm may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any attorney of the Law Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

E. Client agrees to pay the Law Firm for its services. Client acknowledges the factors considered by the Law Firm in determining its fees are: the time involved, difficulties

encountered, skill required to perform the legal service properly, responsibility of the Law Firm, familiarity with the area of law involved, time limitation imposed by the Client or the circumstances, amount involved and results obtained. The Law Firm makes no warranty as to the adequacy of service rendered the Client by other attorneys.

F. Client agrees to pay a per hour fee as set forth below for all work done by the Law Firm and the staff. We typically review our timekeeper billing rates in June of each year as part of our planning process for the coming year. Rates are subject to change on July 1 of every year as a result of this planning process. Not every rate changes every year, but we would like you to be aware in advance of that process. Any rate changes will require Client's agreement.

a)	Shareholders (Dingess & Hamre)	\$235.00
b)	Special Counsel (Johnson, Madsen & Pettit)	\$200.00
c)	Associates (Spector & Basile)	\$180.00
d)	Legal Assistants (Alexander & Cohen)	\$ 50.00

Additional charges would include, among other items, engineering, geologist, landmen or other consultants approved by the Client, online and access fees for computer database research in excess of flat-rate charges normally incurred by the Firm, court filing fees (including computer filing charges), service of process costs, court reporter fees, expert fees, computerized legal research expenses, long distance telephone charges, delivery charges, facsimile charges (long distance only), copying, postage, including federal express, travel (by common carriers) and lodging. The Client will receive an itemized statement showing the work that the Law Firm has done and all of the costs incurred on the account each month.

G. The Law Firm's representation of you shall commence upon your execution of this Agreement.

H. The Law Firm's fees will be billed on the amount of time spent on your behalf. Statements normally will be issued for monthly work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 90 days, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses or terminate the representation. As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed or provided below represents an estimate only of such fees and costs. It is also expressly understood that payment of the Law Firm's fees and costs is in no way contingent upon the outcome in the matter.

I. With regard to costs and fees for discovery, the Law Firm is not now making any estimates. The Parties anticipate the matter related to the legal services specified above may be litigated. If such occurs at some as yet undetermined time in the future, this Agreement will be supplemented with estimates for those costs and fees.

J. Litigation is not yet pending but is anticipated, thus Client has been informed and understands that a court may award attorney fees in addition to the amount of recovery being claimed. Fees awarded will be applied to the bill of the Law Firm. Un-awarded fees will be the responsibility of the Client.

K. Litigation is not yet pending but is anticipated, thus Client has been informed and understands a court sometimes awards costs and attorney fees to the opposing party. Client has been informed and understands that should that happen in this representation, Client will be responsible to pay such award. Client understands that an award against it will be paid out of the proceeds of any amount collected on Client's behalf.

L. Client may terminate the Law Firm's representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with orderly transition of the matter. If such a termination occurs, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own internal files pertaining to the matter will be retained. The Law Firm files include, for example, Law Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Law Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of such documents or other materials (including, without limitation, copies of any electronic files provided to us by you) retained by us seven years after termination of our engagement.

M. Client acknowledges the Law Firm may withdraw from representation in this matter at any time if: client insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification or reversal of existing law; client insists that the Law Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; by other conduct render it unreasonably difficult for the Law Firm to carry out its employment; client insists that the Law Firm engage in conduct that is contrary to the judgment and advice of the Law Firm and its attorneys; or deliberately disregards an agreement or obligation to the Law Firm as to expenses or fees for services rendered. In the event of withdrawal from employment the Law Firm will take reasonable steps to avoid foreseeable prejudice to the rights of Client including giving due notice to the Client, allowing reasonable time for employment of other counsel, and delivering all papers and properties to which Client is entitled.

N. This Agreement contains the entire agreement between the Client and the Law Firm regarding the Law Firm's fees and representation of Client. This Agreement shall not be modified or revoked except by written agreement signed by the Client and the Law Firm.

O. This Agreement shall be binding upon the Client and the Law Firm and their legal representatives, successors and assigns.

- P. This Agreement shall be construed and governed by the laws of the State of Colorado.
- Q. Client acknowledges reading and signing this Agreement and receiving a copy.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

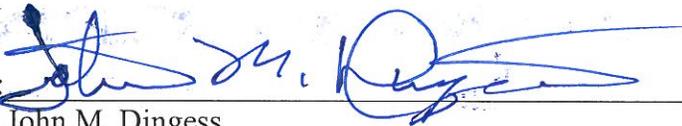
CITY OF LARAMIE WYOMING

By: \_\_\_\_\_  
David Paulekas, Mayor

ATTEST:

\_\_\_\_\_  
By: Angie Johnson, City Clerk

HAMRE, RODRIGUEZ, OSTRANDER & DINGESS, P.C.

By:  \_\_\_\_\_  
John M. Dingess



**Attorneys and Counselors at Law**

John M. Dingess  
Donald M. Ostrander  
Richard F. Rodriguez  
Austin Hamre

Joel M. Spector  
Anthony J. Basile

Lynn B. Obermyer - 2003

3600 S. Yosemite Street, Suite 500  
Denver, Colorado 80237-1829  
Telephone: (303) 779-0200  
Telefax: (303) 779-3662  
mail@hrodlaw.com  
[www.hrodlaw.com](http://www.hrodlaw.com)

**Special Counsel**  
Paul C. Rufien, P.C.  
Teri L. Petitt, LLC  
Patricia A. Madsen, LLC  
Peter C. Johnson, LLC

**CONFIDENTIAL MEMORANDUM**

**TO: Jason Loos, City Attorney  
Laramie, Wyoming**

**FR: John M. Dingess**

**DT: January 11, 2016**

**RE: Watershed Protection Ordinance**

---

Dear Jason:

It was a pleasure to speak with you and City Manager, Jordan, Assistant City Manager, Derragon, Public Works Director, Smith, Water Specialist, Parkin, and Treatment Plant Manager, Lytle about possible work by this Firm on behalf of the City of Laramie, Wyoming for the preparation of what we termed in the conversation to be a Watershed Protection Ordinance. We believe this Firm, Hamre, Rodriguez, Ostrander & Dingess, P.C. ("HROD") is eminently qualified to assist in this process and we offer the following thoughts regarding the time and fees for this project.

We believe the project will involve four phases, research, drafting, editing, and presentation. The research phase would be reviews by HROD attorneys of various Wyoming law (constitution, statutes, case law) we find to be applicable to the circumstances and the review of certain materials we discussed during our telephone conversation. Some of the areas of research would be:

- Constitutionality of County rule/regulation allowing the County to void City ordinances
  - o Analysis of City's ability to enact/implement/enforce proposed extraterritorial ordinance
    - Land use regulations (i.e. lot size)?
    - Ban on septic systems? (Issues re access to other wastewater services)
- Review of sampling/monitoring data and reports

- Review of water quality/construction/design standards for septic systems
- Review of existing land use regulations regarding lot size, septic, etc.
  - o Technical analysis of what revisions to land use regulations would be needed to reduce or eliminate increased nitrate concentrations
- Review of Casper aquifer and other significant users of this resource
- Review of Wyoming case law regarding retroactive rules/regulations
- Review of legal authority regarding City's ability to protect water resources (§15-17-101)
- Review of legal authority regarding water quality-based "injury" to water rights/resources

We believe the attorneys at this Firm can undertake all those activities unless it was found that the understanding of certain technical materials might require the assistance of technical professionals in a particular field. We believe the probability of that is low but wanted to point out some additional costs might be incurred if it were necessary to engage such technical specialists. In total, we believe the research for this initial phase would range between 24 and 48 hours of attorney time. Rates for various HROD attorneys are set forth in the attached form of Fee Agreement and it expected that Mr. Johnson and Ms. Madsen would do the bulk of the research work associated with the project.

The second phase of the project, drafting a proposed Ordinance, would again be primarily performed by Mr. Johnson and Ms. Madsen and we estimate that process would take between 20 and 32 hours of attorney time.

The third phase of the project, editing, would again involve Mr. Johnson and Ms. Madsen; however, with more significant input by me. Additionally, we would have contact with your office and other City of Laramie parties for comments. Again we estimate between 20 and 32 hours of attorney time expended on this phase.

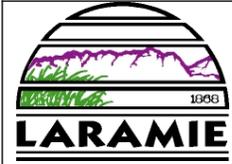
The forth phase, presentation, would involve any time associated with the presentation to your office, the City Manager's Office and/or the Laramie City Counsel. Most of the time would be related to traveling to and from Laramie. Not all of the lawyers working on this project would make such a trip, perhaps two at the most. Drive time to Laramie from Denver is between 2 and 2 ½ hours so we believe a total of 8 hours for this phase should be sufficient. Please also note that we would bill at one-half of our hourly rates for drive time.

These estimates pertain only to the research, drafting, editing and implementation of a proposed Ordinance. You noted in our conversation that you fully expect the matter to be litigated after any enactment. We would be happy to assist with that litigation; however, it is pre-mature to address the costs associated with those activities at this time.

In addition to the foregoing time estimates, some other questions came to mind as Mr. Johnson, Ms. Madsen and I were further discussing this project. If we do begin working on this project, please note we have the following additional questions:

1. Have there been any Wyoming discussions in either administrative or judicial venues concerning whether the phrase “streams, springs or sources of supply of water works, ditches and reservoirs” includes wells as a source of supply of water works?
2. Is Laramie a Home Rule City?
3. Has there been discussion, (either in the legislature or perhaps in the press) on whether the statute giving Counties the right to overrule extraterritorial City ordinances is constitutional vis-à-vis the State Constitution?

Please contact me if you have any questions regarding this memorandum or the attached draft fee agreement. Again it was a pleasure to speak with you.



**Agenda Item: Agreement**

**Title:** Fee Agreement with Hamre, Rodriguez, Ostrander & Dingess to assist the City in developing watershed protection ordinances.

**Recommended Council MOTION:**

1. I move to enter into a Fee Agreement with Hamre, Rodriguez, Ostrander & Dingess and authorize the Mayor and Clerk to sign.

**Administrative or Policy Goal:**

To develop ordinances to protect the City’s water supply.

**Background:**

The Council directed me to look into consultants who could assist the City in developing watershed protection ordinances that would give the City the ability to protect its water supply outside of City limits. John Dingess is a PhD and attorney with over 30 years of experience in water law. Mr. Dingess comes highly recommended and has experience working with water districts and cities. The agreement sets forth the hourly rate for the attorneys and staff working on the project. Mr. Dingess estimated his firm would spend between 24 and 48 hours on the first phase of the project. This work would be done at \$200/hour which would be a total between \$4,800 and \$9,600. The second phase is estimated to take between 20 and 32 hours at a rate of \$200/hr for a total between \$4000 and \$6,400. The third phase is also estimated to take between 20 and 32 hours at a rate between \$200/hr and \$235/hr. For sake of ease I will round this to be \$220/hour for a total between \$4,400 and \$7,040. The final phase is presentation to council. This amount will depend on time to present, Mr. Dingess estimated 8 hours with travel for a total cost of around \$1,000. The total cost will be between \$14,200 and \$24,040.

It should be noted that I believe passage of these ordinances could result in litigation in two ways:

1. Owners of property affected by the ordinances could raise a takings claim.
2. Property owners could also challenge the legality of the city to make watershed protection ordinances.

The Fee Agreement does contemplate hiring Mr. Dingess’ firm to represent the City on any potential litigation. Should the Council decide to go this route I think it would be prudent to budget for the possibility of defending these ordinances in court.

**Legal/Statutory Authority:**

Wyoming Statues Section 15-7-101

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects		
Loans on Project		
Other		
Total	\$0.00	

**EXPENSE**

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	14,200 to 24,040	Water Budget
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount		
Contingency	0%	
Total Amount	\$24,040.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation		
Less Amount Spent to Date		
Remainder of Budget	\$0.00	

Proposed Cost (Approval of this item authorizes preparation of a budget revision for the proposed amount)

<p><b>Responsible Staff:</b>  <b>City Attorney</b>  <b>City Manager</b></p>	<p>Click here to enter a date.</p>
---	------------------------------------

Attachments: Fee Agreement and supporting documents.

\_\_\_\_\_ City Manager \_\_\_\_\_ City Attorney \_\_\_\_\_ Choose an item.

**CITY OF LARAMIE**

**RULES OF PROCEDURE AND CODE OF CONDUCT  
AND GUIDELINES OF  
CITY COUNCIL**

Revised ~~January 20, 2015~~2016

## TABLE OF CONTENTS

Table of Contents.....	2
Introduction: .....	3
Chapter 1. Roles and Responsibilities.....	4
1.01 Whole Council.....	4
1.02 Mayor and Vice Mayor.....	4
1.03 Boards & Commissions Liaisons/Elections/Seating at Rostrum.....	4
Chapter 2. Internal Council Conduct.....	5
2.01 Robert's Rules.....	5
2.02 Addressing One Another.....	5
2.03 Recording and Broadcasting Meetings.....	6
2.04 Council Updates.....	6
2.05 Consent Agenda.....	7
2.06 Ordinances, Resolutions & Other Matters.....	7
2.07 Placing Items on the Business Meeting Agenda.....	7
2.08 Requesting Work Session Topics.....	7
2.09 Time Length of Regular Meetings.....	8
2.10 Telephonic Attendance at Meetings.....	8
2.11 Travel Policy & Expenditure Guidelines.....	9
Chapter 3. Council Conduct with Staff.....	14
3.01 Direction to Staff for Projects.....	14
3.02 Requests for Information on Non-Agenda Items.....	14
3.02 Interaction with Staff.....	14
Chapter 4. Council Conduct with the Public.....	15
4.01 Public Meetings.....	15
4.02 Public Comments.....	15
4.03 Disruption of Public Meetings.....	15
4.04 Written Public Comment.....	16
4.05 Unofficial Settings.....	16
Appendix A	
Boards and Commissions Procedures for Vacancies.....	17
Appendix B	
Handout on Council Meeting Procedures.....	18
Appendix C	
Handout on Guidelines the Addressing Council.....	22

## INTRODUCTION

~~This Code of Conduct and Guidelines is designed to describe the manner in which Council members agree to treat one another, City staff, constituents, and others they come into contact with in representing the City of Laramie. It reflects the work of Council in defining more clearly the behavior, manners and courtesies that are suitable for various occasions. The Council also considered policy changes and clarifications designed to make public meetings and the process of governance run more smoothly and efficiently.~~

~~The constant and consistent theme throughout all the conduct guidelines is “respect.” Elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual, including other members of Council, staff and members of the public, through words and actions is the touchstone that can help guide Council members to do the right thing in even the most difficult situations.~~

~~This Code of Conduct does not specifically address the issue of Conflict of Interest of the individual Council members because the State Statutes found in Title 9, Chapter 13 titled “Public Officials, Members and Employees Ethics” deals adequately with that provision and other issues by which the Council members are bound. A copy of that Chapter is available to Council members.~~

~~It shall be incumbent upon each new Council to review this Code of Conduct, and make such amendments as are necessary, then adopt the Code of Conduct by resolution for its term of office. It is requested that each member of Council endorse the adoption resolution, recognizing that such Code shall apply to each during their tenure in office regardless of personal endorsement.~~

~~CHAPTER 1~~ARTICLE 1  
~~Roles & Responsibilities~~Rules of Procedure

Rules of Procedure

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Rule 1. Meetings

- A. Regular Meeting.** Regular meetings of the city council shall be held at 6:30 p.m. on the first and third Tuesday of every month in the city council chambers unless otherwise noticed. If the first or third Tuesday falls on a city holiday or Christmas Eve or New Year's Eve, the regular meeting shall be held at 6:30 p.m. on the next business day.
- B. Work Session.** Work sessions may be scheduled by the city council as needed.
- C. Special Meetings.** A special meeting, or any change in the time or location of a regular meeting, shall be called by the City Clerk who shall notify each member of the Council and notice the meeting pursuant to state and municipal law.
- D. Quorum.** Five Council members shall be a quorum for the transaction of business, but in the absence of a quorum, the members present may adjourn the meeting to a later date. A member participating by telephone in accordance with Rule 1.E shall count towards a quorum.
- E. Telephonic Attendance at Meetings.** Any member of Council may attend a meeting telephonically subject to the following conditions.

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1. The telephonic attendance must be arranged in advance of the meeting by notifying the City Clerk at least 24 hours in advance to insure that the necessary equipment is available for use.
2. The Council member must provide the contact information to the City Clerk's office so that contact can be made.
3. The Council member must have equipment available for the contact to effect the communication, both for audio and the ability to receive documents in electronic format.
4. The Council person must have the agenda packet available to read.
5. The Council member must be able to participate effectively during the entire meeting, or for the entire discussion of the singular item for which attendance is required without interruption.
6. Each Council member shall be limited to not more than five (5) times annually during which telephonic attendance may be utilized.

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Rule 2. Presiding Officer

- A. Conduct of Meeting.** The presiding officer at all meetings of the Council shall be the Mayor, and, in the Mayor's absence, the Vice Mayor, who shall conduct the business and deliberations of the Council under these rules. Specifically the Mayor shall:
1. Preserve order and decorum in the Council Chambers;
  2. Observe and enforce all rules adopted by the Council for its government;

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3. Decide all questions on order, in accordance with these rules;

4. Recognize member of the Council in the order in which they request the floor. No member shall be recognized and given the floor to speak on the same matter more than once until after all other members of the Council have had an opportunity to be recognized and be heard.

5. Retain the authority during public comment to determine whether a speaker's remarks fail to comply with these rules or exceed the scope of the designated forum. The presiding officer shall have the authority to suspend such person's right to speak, subject to the Council's right to overrule such decision.

**B. Election of Mayor and Vice Mayor.** The Mayor shall be elected by the whole of the City Council at its first meeting in January following a general election in the manner as outlined in Section 2.04.16 of the Laramie Municipal Code. The Vice Mayor is elected in the same manner as the Mayor.

**C. Duties of the Mayor and Vice Mayor.** The Mayor serves as the presiding officer of the City Council and as the liaison to the City Manager, City Attorney and City Judge. The Mayor also regularly attends the agenda meeting to assist City staff in preparing for an upcoming meeting- and generally handles the motions for changes to the consent and regular agenda, as well as the motion to approve the consent agenda. The Vice Mayor may also attend the Council agenda meeting and is the presiding officer in the absence of the Mayor, or at the Mayor's request.

**D. Absence of Mayor and Vice Mayor.** In the absence of the Mayor and Vice Mayor the Council shall, by motion, appoint one of its members to serve as presiding officer of the Council until the return of the Mayor or Vice Mayor.

### **Rule 3 – Remarks and Debate.**

**A. Speaking to the Motion.** No member of the Council shall speak more than twice on the same motion except by consent of the majority of the Council Members present at the time the motion is before the Council. Council Member remarks are limited to three minutes each time the member speaks for a total of six minutes. Council Members may forfeit their time to speak to another Council Member, this can be done without a vote.

**B. Interruption.** No member of the Council shall interrupt or argue with any other member while such member has the floor.

**C. Courtesy.** Members of the Council, in the discussion, comments, or debate of any matter or issue, shall be courteous in their language and demeanor and shall not engage in disorderly behavior, or make personal comments, derogatory remarks or insinuations in respect to any other member of the Council, staff or public. During a regular meeting Council Member shall address one another in a formal manner using the title "Councilor or Council Member" followed by the Member's surname. At all times members of the Council shall confine their remarks to those facts which are timely and relevant, as determined by the presiding officer, to the question or matter under discussion.

**D. Discipline.** If a member of the Council violates these rules, the presiding officer shall call such member to order, in which case such member shall be silent except to explain or continue in order. Any other member of the Council may, under a point of order, call the presiding officer or other member to order. Additional discipline may include, but is not limited to, a verbal admonition, public reprimand, and expulsion from the meeting at which the conduct is occurring.

**E. Challenge.** Any member of the Council shall have the right to challenge any action

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or ruling of the presiding officer, or member, in which case the decision of the majority of the members of the Council present, including the presiding officer, shall govern.

F. City Staff. The City Manager and City Attorney or their designees shall have the right to enter into a discussion of any matter coming before the City Council. Other City staff may enter into a discussion through the City Manager or designee.

G. Work session courtesy. During a work session, it may be acceptable to address one another by name so long as the chair feels that the meeting is maintaining a civil tone. At the Chair's discretion, Council may be requested to use the more formal meeting format even when direct votes are not being taken.

Rule 4. Order of Business.

A. Order of Business. The order of business shall be as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Order of Agenda
5. Proclamations/Notifications
6. Consent Agenda
7. Regular Agenda
8. Public Comment
9. Adjournment

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B. Consent Agenda. All matters listed under Consent Agenda are considered to be routine by the City Council and will be voted by one motion. There will not be separate discussion of these items. The following items may be placed on the consent agenda:

1. Approval of license applications and bonds;
2. Resolutions;
3. Approval of payments of contracts under \$100,000;
4. Bid and contract awards under \$100,000;
5. ~~Second and third~~Third readings of Ordinances;

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Any Council Member may have a resolution or ordinance any item removed from the consent agenda for separate consideration without a second or a vote before voting has finished on the consent agenda.

Rule 5. Motions.

- A. Making a Motion. For an item to be brought to the floor a Councilor shall make a motion. Items shall be brought to the floor in the order of the agenda.
- B. Seconding a Motion. All motions must receive a second for action, except for a call for nominations, withdrawing a motion, a request for a roll call vote, and a point of order. If a second is made, the Mayor will state the names of the respective Council Members making and seconding the motion. If a motion does not receive a second, it dies.

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- C. Amending a Motion. Any Council Member may move to amend a pending motion. No more than two amendments may be made to a pending motion. The last amendment made shall be voted on first.
- D. Postpone to a Certain Date. This motion is used to delay consideration of an item until a specified date.
- E. Postpone Indefinitely. This motion is used to delay consideration of an item until an unspecified date.
- F. Point of Order. Any Council Member may raise a point of order at any time. A point of order means that the Council Member is asking for a ruling on whether the rules of procedure are being followed. The point of order shall first be made to the mayor for a ruling. The member may appeal the Mayor's ruling to the Council, which may affirm or overrule the Mayor's ruling by a majority vote of the Council Members present. A point of order directed to the Mayor or Council does not require a second and is not subject to amendment.
- G. Reconsideration. A Council Member who voted in the majority may move to reconsider an item that Council has voted on.
- H. Discussion on the Motion. Council may discuss a pending motion only after the motion has been moved and seconded.
- I. Voting on the Motion. After discussion, the Mayor or any Council Member may call a vote on the motion (Calling the "Previous Question"). After voting concludes the Mayor will announce the results.
- J. Approval or denial. If a motion is made to approve or deny any application, any council member who votes to deny the application shall state on the record their reasons for the denial. A council member may ask the City Attorney or other staff to assist them in stating the reasons for denial.

#### Precedence of Motions

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- A. Precedence of Motions. When a question is under consideration, no motion shall be entertained except as follows, such motions having precedence in order as stated:
  - 1. To adjourn. (Not debatable.)
  - 2. To remove an items from the agenda.
  - 3. To lay on the table. (Not debatable).
  - 4. To call the question. To call the question ends debate and requires an immediate vote on the motion. (Requires a two-thirds vote).
  - 5. To postpone to a date certain.
  - 6. To amend.
  - 7. To substitute.
  - 8. To postpone indefinitely.
  - 9. Main motion.
  - 10. Motion to Reconsider. No motion to reconsider a vote shall be in order except by a Councilor who voted on the prevailing side. Any member of the Council shall have the right to change their vote at any time before final action is taken.

#### Rule 6. Suspension of Rules.

No rule shall be suspended except by a ~~majority~~ two thirds vote of the Council Members present at the meeting. A motion to suspend a rule is not debatable. Vote on the motion to suspend may be by voice vote of the Council, unless a Member requests a roll call.

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Rule 7. Ordinances and Resolutions.

Reading of ordinances and resolutions shall be deemed sufficient by the reading of a brief synopsis of the title of the ordinance or purpose of the resolution. Reading the motion shall satisfy this requirement. A full reading shall not be required unless requested by any Council Member and a majority vote of the Council Members present.

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Rule 8. Robert's Rules of Order.

Any questions of practice or procedure not provided for by these rules shall be governed by Robert's Rules of Order (newest revision).

Rule 9. Amending these Rules.

Amendments to these rules shall be made by a resolution and shall require a majority vote by the Council Members present.

**CODE OF CONDUCT**

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**Chapter 1**

**Roles and Responsibilities**

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**1.01. WHOLE COUNCIL.** The Council as a whole is a policy making board and as such, it is not the duty of the Council to administer the day to day operations of the City. Many items will come before Council as required by City Ordinance, but many issues are more discretionary in nature. It is important that the Council and the City staff work together to differentiate between administrative duties which are relevant to Staff, and those decisions which are of a policy-making nature and should come before Council. All Council members, including those serving as Mayor and Vice Mayor, have equal votes. No Council member has more power than any other Council Member, and all should be treated with equal respect.

**1.02. MAYOR & VICE MAYOR.**

**1.02(A).** The Mayor is elected by the whole of the City Council at its first meeting in January following a general election in the manner as outlined in Section 2.04.16 of the Laramie Municipal Code. This individual serves as the official head of the City for ceremonial purposes and as the liaison

~~to the City Manager. The Mayor also regularly attends the agenda meeting to assist City staff in preparing for an upcoming meeting. Additionally, the The Mayor also serves as the administrative head of the Council, addressing a variety of issues that may arise including, but not limited to, conduct among Council members, communicating with the media, emergencies, and authorizing by signature a number of documents for the City.~~

**1.02(B).** Generally, the Mayor should not make decisions other than administrative decisions on behalf of the whole Council, and should instead work to differentiate which matters need comments from the Council and which matters are purely administrative in nature. Matters which concern policy direction should be brought before the Council as a whole.

~~1.02(C). The Vice Mayor is elected in the same manner as the Mayor and generally handles the motions for changes to the consent and regular agenda, as well as the motion to approve the consent agenda. The Vice Mayor may also attend the Council agenda meeting and is responsible for Mayoral duties in his or her absence, or at the Mayor's request. In the absence of the Vice Mayor these duties can be delegated to another Council member, or the City Clerk.~~

### **1.03. BOARDS & COMMISSIONS LIAISONS/ELECTIONS/SEATING AT ROSTRUM.**

**1.03(A).** The selection of liaison positions by Council members to City Boards and Commissions and the selection of seating of Council members at the rostrum are handled at the first meeting when a new Council is seated. Council shall first, elect the Mayor and the Vice-Mayor and select the seating of Council members at the rostrum prior to the selection of liaison positions by Council members to City Boards and Commissions.

**1.03(B)** The selection of Council members to liaison positions to City Boards and Commissions shall be by rotation of Council members beginning with those Council members with the most consecutive years of service as a Council member then reverse the order for the next rotation until all liaison positions to all City Boards and Commissions have been filled. The priority of those members with equal years of consecutive service shall be made by a game of chance selected by the Mayor. Council members previously appointed to an ad hoc committee by Resolution may continue to serve on the ad hoc committee.

**1.03(C).** The seating of Council members at the rostrum shall be by rotation of Council members beginning with those Council members with the most years of consecutive service as a Council member.

**1.03(D).** A Council liaison to a City Board or Commission should serve in an advisory capacity and as a point person to keep the Council informed of the activities of the Board or Commission. The liaison should not attempt to influence the votes of City Board and Commission members and should only vote if the liaison is an official voting member. The position of an official voting member shall be identified in the introductory documents provided to the Council member in the orientation material.

**1.03(E).** Guidelines for interviewing and appointing Board or Commission members as outlined in Appendix A, shall be followed.

## **CHAPTER 2 Internal Council Conduct**

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It should be generally understood that the Council exists to work in the interest of the public. The Council should strive to work as a team in achieving the best outcome for the community. The Council should conduct business in a civil, efficient and cooperative manner with other members of Council and City staff. It is incumbent upon Council members to listen to one another and give full opportunity for all viewpoints to be heard. All disagreements should be handled in a civil fashion.

#### **2.01 ROBERT'S RULES.**

~~The Robert's Rules of Order generally govern the proceedings of City Council except in those cases in which the Robert's Rules of Order are inconsistent with Laramie Municipal Code. The provisions in City code governing the proceedings of City Council shall be strictly adhered to unless temporarily suspended by two thirds (2/3) vote of the Council members present at the meeting or changed by ordinance. Binding action happens only in a regular or special meeting by a vote of the majority of Council members present or as otherwise indicated by State Statute or City Code.~~

#### **2.02. ADDRESSING ONE ANOTHER.**

**2.02(A).** During a regular meeting, Council Members shall address one another in a more formal manner as "Councilor \_\_\_\_\_ (last name)" or "Council Member \_\_\_\_\_ (last name)." Council members should also address all responses through the Chair, for example: "Mr./Madame/Honorable Mayor, I disagree with the comment made by the previous Council Member or Councilor Smith...." Formality helps to maintain civility during contentious issues. In all instances, Council members shall remember that as representatives of the community it is important to keep discussions civil, whether in or out of chambers. Personal attacks will not be tolerated and may subject the Councilor to being called by another Council member for a breach of order or potential penalty by a majority of the Council, such as an apology or a withdrawal of objectionable statement(s) or remark(s).

**2.02(B).** During a work session, it may be acceptable to address one another by name so long as the Chair feels that the meeting is maintaining a civil tone. At the Chair's discretion, Council may be requested to use the more formal meeting format even when direct votes are not being taken.

#### **2.03. RECORDING AND BROADCASTING MEETINGS.**

**2.03(A).** All regular business meetings and special business meetings of the City Council are public meetings under the provisions of the Wyoming Statutes. Executive sessions of those meetings may exclude the public from attendance, provided that the statutory mandates are met in announcing the meetings and conformance with the requirements during the meetings has occurred. Minutes of all meetings of the City Council are required to be made and retained by the City Clerk. Minutes of regular business meetings and special business meetings, excluding the executive sessions, will be made available to the public following approval of the minutes by the Council. Each of the Council meetings is to be recorded, and the minutes are created from those recordings.

**2.03(B)** In addition to the recordings of the regular business meetings, there is a broadcast of the meetings, and a recording of those broadcasts. The broadcasts are transmitted in real time on the

Public Access Channel over the cable television network provided in the City, and beyond. In addition to the live broadcast on the cable channel, an audio recording of each meeting is made available to the public through the City's internet website at [www.cityoflaramie.org](http://www.cityoflaramie.org). Each entire meeting is recorded as hereinafter specified.

**2.03(B)(i).** Regular Business Meetings and Special Business Meetings. Regular business meetings and special business meetings, including emergency meetings, shall be recorded from the opening of the meeting to adjournment. An interruption of the recording may occur during a recess to executive session. Further business may be conducted by the Council following the executive session. The broadcast recording will follow the same time frame of recording.

**2.03(B)(ii).** Emergency Meetings. Audio recording of special meetings shall be made by the City staff unless such is not available due to emergency conditions. In the instance that recording is not available, written minutes of the meeting shall be made by the City Clerk, or other available staff members.

**2.03(B)(iii).** Executive Sessions. Executive sessions of any Council meeting shall be audio recorded by the City Clerk, regardless of whether the Clerk remains for the session or not. The recording shall be sealed by the City Clerk and retained in ~~her~~ [the City Clerk's](#) records. Such recording shall be unsealed only upon receipt of a valid ~~Court~~ [court Order](#) requiring the recordings to be unsealed. The order received shall be retained by the City Clerk together with the recording.

**2.03(B)(iv).** Regular business meetings and work sessions will be available to the public via video streaming.

#### **2.04 COUNCIL UPDATES.**

Each ~~regular~~ work session ~~shall~~ [may](#) include time for Council updates and Council comments. Council updates shall be an opportunity for Council members to report or discuss issues with the whole council that may have arisen from boards or commissions or other meetings. Council comments ~~shall~~ provide an opportunity to raise matters which are of concern to the Council member or members of the public. It may also be a time for City staff to update the Council on items Council might find relevant, or to request direction on pressing issues.

#### ~~2.05. CONSENT AGENDA.~~

~~Items on the consent agenda generally are perfunctory in nature, either because Council has given direction previously on the issue or because items are routine. If an item on the consent agenda needs further discussion, it can be moved to the regular agenda at the request of any one Council member without a second of another Council member.~~

#### ~~2.06 ORDINANCES, RESOLUTIONS, & OTHER MATTERS.~~

~~Ordinances, resolutions, and other matters or subjects requiring action by the Council must be introduced by a Council member, except that the City Manager, Assistant City Manager, City Attorney, City Clerk or City Department Directors shall present Ordinances, Resolutions, and other matters or subjects to the Council, and any Council member may assume sponsorship thereof by moving that such ordinances, resolutions, matters, or subjects be adopted; otherwise, they shall not be considered. All ordinances, resolutions, and other matters or subjects requiring action by the Council shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or~~

~~designee. Prior to the introduction of an ordinance, an ordinance may be presented to the City Council in a work session for comments; however, Council may waive review of the ordinance in a work session prior to introduction.~~

## **2.07. PLACING ITEMS ON THE BUSINESS MEETING AGENDA.**

**2.07(A)** Generally, the business agenda for each meeting will be generated by the City Manager, with the items being suggested by staff or members of Council. The proposed agenda will be reviewed with the Mayor at the agenda meeting and subsequently submitted to the Council for consideration at each meeting for adoption, with such amendments as may be determined by Council.

**2.07(B)** A Council member may request an item be considered on a future agenda by making a written request to the City Manager. In order to allow sufficient time for Council to review and City staff to research the matter, the request should be submitted at least ten (10) days prior to the meeting for which the item is requested to be placed on the agenda. The requesting Council member shall submit to the Clerk within the ten (10) day period all written material for submission to Council.

**2.07 (C)** A member of the public may request a Council member sponsor an item on a future agenda by submitting the request in writing to the Council member, or to the City Clerk's office. In order to allow sufficient time for Council to review and City staff to research the matter, the request should be submitted at least ten (10) days prior to the meeting for which the item is requested to be placed on the agenda. The member of the public shall submit to the Clerk within the ten (10) day period all written material for submission to Council. Once the issue has been placed on the agenda, the City Clerk will notify the requester so that ~~he or she~~the requester may plan to attend the meeting.

**Commented [A1]:** Keep as 10 days? Staff is 7 days.

## **2.08 REQUESTING WORK SESSION TOPICS**

A Council member may suggest an item or topic be presented in a ~~regular~~ work session to acquire information. Such item shall be scheduled for a regular work session, provided a second to the proposal is received from another Council member.

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## **2.09. TIME LENGTH OF REGULAR COUNCIL MEETINGS.**

It is the intent of the City Council that no additional agenda item will be introduced at a regular business meeting or special business meeting after the hour of 9:30 p.m. unless the City Council members present vote to extend the meeting by suspending the rules with a 2/3 vote of the members present and continue the meeting until 10:00 p.m. If the item introduced at a regular City Council meeting and being discussed by 9:30 p.m. is not concluded by 10:00 p.m., the Council shall adjourn the regular City Council meeting to another date to conclude discussing the agenda item or the next regular city council meeting. City Council shall reserve time at the end of each regular meeting for public comments regardless of the hour. All items remaining on Council's regular agenda would be moved to the next regular City Council meeting and will be given priority over any additional items on the regular City Council's agenda. The intent and purpose of this policy is to encourage a reasonable hour in which the City Council business is discussed and to protect against fatigue in discussing and deciding important City issues.

### **2.09(A). TIME LIMITATION ON COUNCILOR COMMENTS**

~~Each individual Council member shall limit his or her comments to three (3) minutes per round of comment on any given subject or topic. A round is defined as the opportunity for every Council member to provide his or her comments on any given subject or topic. There may be several rounds of comments; however, each Council member must be given the opportunity to comment in each round before moving on to subsequent rounds. In any given round, a Council member may yield his or her three (3) minute allocation of time to comment to another Council member to extend that Council member's time for comment. The Mayor or presiding officer may enforce this time limitation at her or his discretion and as appropriate.~~

## **2.10. TELEPHONIC ATTENDANCE AT MEETINGS.**

**2.10(A).** It is recognized that there may be circumstances when a Council member intends to attend a meeting, but is prevented from attending in person and wishes to participate telephonically. In order for that attendance to occur telephonically, there are a number of conditions that must be fulfilled to achieve that attendance. Those conditions include the following, together with such unanticipated circumstances as may arise during the interim:

1. The telephonic attendance must be arranged in advance of the meeting by notifying the City Clerk at least 24 hours in advance to insure that the necessary equipment is available for use.
2. The Council member must provide the contact information to the City Clerk's office so that contact can be made.
3. The Council person must have equipment available for the contact to effect the communication, both for audio and the ability to receive documents in electronic format.
4. The Council person must have the agenda packet available to read.
5. The Council member must be able to participate effectively during the entire meeting, or for the entire discussion of the singular item for which attendance is required without interruption.
6. Each Council member shall be limited to not more than five (5) times annually during which telephonic attendance may be utilized.

**2.10(B).** A Council member may request of the Council that ~~(the Councilors)he~~ be permitted to attend a meeting telephonically by submitting a written the request to the City Clerk with an assurance that all of the conditions contained herein will be met. The request must address whether the Council member wishes to attend the entire meeting, or just a portion of a meeting, and whether the Council member intends to offer a vote on any, or all of the pending items.

**2.10(C).** A Council member who attends the entire meeting telephonically shall be paid for that meeting. Attendance at only a portion of the meeting, regardless of whether the Council member participates in one or more votes, does not entitle the member to be paid for the meeting.

## **2.11 TRAVEL POLICY & EXPENDITURE GUIDELINES.**

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Council members shall be subject to the following travel policy and shall follow the expenditure guidelines where such are applicable.

**2.11(A).** All travel by Council members for which reimbursement is sought from the City must be directly related to City business and, with the following exceptions, must be pre-approved by the Council:

1. Travel to the National League of Cities annual conferences.
2. Travel to the National League of Cities committee meetings when the Council member is an appointed member of the committee.
3. Travel to the Wyoming Association of Municipalities annual meetings and the committee meetings of which the Council member is a member, or other requested WAM activities.
4. Travel to attend the Wyoming legislature, or the committee meetings thereof, to promote the City's position.
5. Council retreats.

**2.11(A)(i)** In the event that a Council member does not file for re-election, or is defeated in an election contest, all travel requested by that member after the date of the decision at any of the three (3) points in time, filing of the petition for candidacy, the primary election or the general election, shall be submitted to the Council for approval prior to exercising such travel.

**2.11(B). Requests for Pre-Travel Approval.**

1. Requests for pre-travel approval shall be made by Council member on the Travel Request form located in the City Clerk's office.
2. The completed Travel Request form shall be submitted to the City Clerk for inclusion on the consent agenda of the following regular business meeting.
3. The following information must be submitted by the Council member on the Travel Request form:
  - a. Estimated costs of travel, including airline tickets, mileage reimbursement, meals, lodging, taxi service and any associated costs.
  - b. The proposed dates of travel, the method of travel and the proposed destination.
  - c. The purpose of the trip.

4. The request will be placed on the consent agenda for concurrence of the majority of the council, if the request is for other than the approved travel of the Council member.

**2.11(C). Travel Reports and Reimbursement Procedure.**

**Commented [A3]:** Reference COL policy or keep a separate policy?

1. Travel arrangements for Council members shall be coordinated through the City Clerk, who may make arrangements of the following for Council members using the City issued credit card at the request of the Council member:
  - a. Airline tickets.
  - b. Registration.
  - c. Lodging reservations.
2. Following the approved travel, each Council member shall follow the procedure set forth below to complete the travel procedure.
  - a. Submit a completed travel and reimbursement form to the City Clerk, together with the receipts for items that have been paid with the City credit card, such as:
    - i. Airline tickets.
    - ii. Lodging.
    - iii. Rental vehicles.
    - iv. Taxi or bus fare.
    - v. Parking fees.
    - vi. Baggage fees.
    - vii. Registration, training and attendance costs.
  - b. Sign the completed travel form certifying attendance at the scheduled event, incurring the expenses on behalf of the City and conforming to the provisions of this policy to the best of the knowledge of the Council member.
3. Each Council member shall follow the procedure set forth below to obtain reimbursement for the incurred expenses which have been paid by the Council member not using the City credit card:
  - a. Submit a completed Reimbursement Request form to the City Clerk, including the receipts for such items as:
    - i. Meals.
    - ii. Private vehicle mileage.
    - iii. Other expenses incurred on behalf of the City business.

**Commented [A4]:** Updated COL policy – gas receipts only, no mileage

- b. Sign the completed Reimbursement Request form certifying that such expenses were incurred on behalf of the City and such are conforming to the provisions of this policy to the best of the knowledge of the Council member.
  - c. Submit the completed form to the City Clerk, who will process the request with the Finance Department.
4. Council Travel Reports. Following travel to out-of-state conferences each Councilor may submit a written report of the significant activities of the conference to the Council via the City Clerk for inclusion in the agenda packet prepared for Council.

**2.11(D). City Issued Credit Card Procedures.**

- 1. Each Council member may, at the option of the Council person, be issued a City owned credit card for use by that Council member while engaged in the furtherance of City business, but not otherwise.
- 2. The City issued credit card may be used for the following expenses incurred by that Council member, but not otherwise:
  - a. Airline tickets and baggage fees.
  - b. Lodging at the lowest rate available to the Council member, but excluding any and all upgrades in accommodations or service.
  - c. Rental vehicles at the lowest rate available, but excluding any and all upgrades in vehicle or service.
  - d. Parking fees.
  - e. Fuel for City owned vehicles operated by the Council member.
  - f. Registration, training and attendance fees.
- 3. The following uses of the City issued credit card are prohibited:
  - a. Meals.
  - b. Alcoholic beverages.
  - c. Upgrades in lodging accommodations or services or rental vehicles.
  - d. Personal expenses.

**2.11(E). Meal and Incidental Reimbursement.**

For any event, each Council member may choose either of two methods of reimbursement for the meals and incidentals authorized during travel on City business, with the below described procedures applicable.

- 1. Per Diem Reimbursement.
  - a. Meals will be reimbursed at the rate approved by the City Manager for City employees, within the Federal travel regulation guidelines.

- b. Partial days of travel are addressed within that policy.
  - c. No receipts for meals are used in calculating the meal expense allowance under the Per Diem method, with the exception of meals consumed during a single day travel, when receipts must be submitted to the City Clerk.
2. Actual Expense Reimbursement.
- a. The Council member must submit the receipts for the meals actually eaten, excluding any and all charges for alcoholic beverages.
  - b. Tips, not to exceed 20%, actually given are to be included and reimbursed.
3. No meals will be charged on the City issued credit card.

**2.11(F). Lodging Expenses and Procedures.**

1. Lodging will be paid by City, either directly or as reimbursement, in either of the following cases:
- a. The Federal per diem hotel guideline for the location actually used by the Council member, without regard to the actual cost of the lodging.
  - b. The lowest rate available to the Council member, with an attempt to secure the lowest government rate available for the actual lodging utilized by the Council member, excluding any and all upgrades which have additional expense for the accommodations or the service.
2. Other lodging policies:
- a. A Council member may have ~~his/her~~the Council member's spouse also stay in the room if there is no additional expense to the City, or if any additional expense is paid by the Council member and not paid on the City issued credit card.
  - b. Lodging may be paid by the Council member and the amount attributed to City business reimbursed by the City.
  - c. All receipts for lodging must be submitted to the City, regardless of the payment method.
  - d. Only lodging that is actually used by the Council member may be paid on the City issued credit card, or reimbursed to the Council member.
  - e. Council members shall review the receipts for travel to insure that additional charges have not been entered on the account to be charged to the City.
  - f. Council members shall make every reasonable attempt to arrange for travel and lodging at times which allow the Council member to take

advantage of the special lower rates for travel, lodging and registration, where available.

## **CHAPTER 3**

### **Council Conduct With City Staff**

#### **3.01. DIRECTION TO STAFF FOR PROJECTS.**

Direction is given to the City staff to pursue items that generally impact the public policy of the City by determining that there is little or no opposition during a work session, or through a direct binding majority vote of the body at a special or regular business meeting. Once direction is given to the City Manager in one of these ways, that individual shall determine who shall carry out the duty, or advise the Council if the City needs additional City staffing to carry out the task. City staff, including the direct employees of the Council (which are the Manager, Attorneys, and Judge), ~~is~~ are under no obligation to pursue items for only one Council person. If a Council person wishes to ask the City staff to work on an issue, they must have either received the consent of the Council by determining that there is little or no opposition during a meeting or have a second on a motion to introduce legislation.

#### **3.02. REQUESTS FOR INFORMATION ON NON-AGENDA ITEMS**

City staff is hired to carry out the day to day business of operating the City. Council should keep this in mind when requesting information or asking to perform these functions. Generally, all interactions with staff members should flow through the City Manager. If a Council member is asking for information from City staff that will require more than thirty (30) minutes of City staff time to collect or research a problem, or prepare a response the request will need to be approved by City Council to ensure that City staff resources are allocated in accordance with overall Council priorities.

**3.02 (A)** When a Council member wishes to request staff to provide information, that request should be made in writing to the City Manager. A response to the written request shall be made by Staff in not more than five (5) business days.

#### **3.03. INTERACTION WITH STAFF**

It is not appropriate for Council members to admonish City staff when disagreeing with the information brought forth for presentation to the governing body. Concerns should be taken up with the City Manager, and if there is deemed to be an issue that needs to be addressed by the whole Council, it will be brought forth. In any event, there shall be no personal attacks on City staff.

## CHAPTER 4 Council Conduct with the Public

### 4.01. PUBLIC MEETINGS.

Making the public feel welcome is an important part of the democratic process. Handouts for the public on Council meeting procedures, and guidelines for addressing City Council, are outlined in Appendix B and C and shall be followed at all times. Recognizing that the actions of each Council member impact the public perception of the whole Council, Council members shall strive to treat the public with respect.

### 4.02. PUBLIC COMMENTS

There shall be public comments permitted when individuals are recognized by the Mayor at the following times ~~during the regular work sessions session held on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesdays of each month and the regular business meetings held on first and third Tuesdays of the month:~~

1. Following the opening of ~~the regular~~ work sessions for items not found on the agenda.
2. Following the agenda items of the ~~regular~~ work sessions for those items.
3. ~~Following Council discussion of each agenda item during the regular meetings for comments concerning that agenda item.~~
4. As a regular agenda item following the Council agenda at regular meetings, but prior to any executive session which may be called at or near the end of the meeting.

Commented [A5]: Keep, there is no requirement for this.

The Chair shall inform those wishing to speak that there is a ~~five~~ three minute limit on comments regarding any item not on the agenda, and that the speakers shall address their comments to the Chair. Council members shall not participate as members of the public in the public comment periods. Public comments shall be recorded as a portion of the work session and broadcast as a part of the regular meetings. Care should be taken not to enter into a debate of the issues with members of the public, but if items need to be addressed, direction can be given to the City Manager to do so. In any event there shall be no personal attacks on the public, nor shall members of the public be permitted to personally insult members of Council or staff, or other members of the public.

### 4.03. DISRUPTION OF PUBLIC MEETINGS.

Any member of the public will be allowed to appear and speak before the City Council, unless ~~he or she~~ the member of the public disrupts or otherwise impedes the orderly conduct of any Council meeting, hearing, or other proceeding of the Council such as using threatening or obscene language, personal defamatory statements, indecent or threatening behavior, or violent actions. If, after receiving a warning from the Mayor or the presiding officer, a person persists in such conduct or otherwise disrupting the meeting, the Mayor or the presiding officer, ~~pursuant to the Robert's Rules of Order,~~ may expel and direct ~~him or her~~ the member of the public to leave the meeting. Any Council member may appeal the order of the Mayor or the presiding officer and upon a majority vote of the Council such order of the Mayor or the presiding officer may be set aside. Such vote is undebatable. Such person may be readmitted at a future meeting as long as there are not further disturbances or disruptions

by such person at that public meeting. Nothing herein shall limit ~~or restrain negative, positive or neutral comment about the manner in which an individual employee, officer, official or Council member carries out his or her~~ the Council member's duties in public office or employment the public's right to free speech. -

**4.03(A).** To observe the order and decorum of City Council meetings, the volume on all electronic devices including but not limited to cellular telephones, pagers or computers should be turned off or set to vibrate.

**4.04. WRITTEN PUBLIC COMMENT.**

Interested parties, or their authorized representatives, may address the Council through written communication with regard to any matter concerning city business or over which the Council has control, or by addressing the City Clerk, who shall distribute the written communication to Council members. Written communication may also be submitted to the City Council through electronic correspondence at [council@cityoflaramie.org](mailto:council@cityoflaramie.org).

**4.05. UNOFFICIAL SETTINGS.**

It is also appropriate that Council members recognize that as elected officials their conversations when out in public will be overheard. Members of the Council should take care to be aware of what they say in public, and to differentiate between personal opinion and the opinion of Council as a whole, whether in private or public conversations.

These guidelines shall be modified and adopted by a majority of Council as needed.

**APPENDIX A  
BOARDS AND COMMISSION  
PROCEDURES FOR VACANCIES**

1. City staff liaisons to particular City Boards or Commissions should notify the Executive Assistant (EA) in the City Manager's Office when positions on Boards and Commissions become vacant.
2. Vacant positions of City Boards or Commissions should be advertised by the EA for one (1) month unless otherwise specified by Council as follows:
  - Website;
  - Public Access Channel;
  - Laramie Daily Boomerang;
  - Posted at City Hall; and
  - Other available electronic notification forms.
3. The EA will notify standing members of City Boards or Commissions regarding the expiration date of their term at least one (1) month in advance of the expiration of their appointment and inform them of the period during which they may reapply for their position.
4. Applications should be made available to interested applicants from the EA, or may be downloaded from the City's website, and should be submitted to the EA.
5. The EA will refer the names of the applicants to the City Clerk to be placed on City Council's agenda.
6. A minimum of three (3) members of Council will interview applicants or incumbents for the Planning Commission or the Parks, Recreation and Tree Commission, and a minimum of two (2) members of Council will interview applicants or incumbents for the remaining Boards and Commissions, who will make recommendations to the full Council at the next regular meeting. Normally, the interviewing members of Council will include the liaison to the Board or Commission. Incumbents who are reapplying to a City Board or Commission will not be interviewed unless there are additional applicants for such City Board or Commission or upon the request of a Council member for an interview to re-appoint the incumbent applicant. In such case, all applicants and the incumbent will be interviewed. The entire Council will then vote at the regular meeting to select members for City Boards or Commissions from the list of applicants who have been interviewed.
7. Following appointment by the Council, a list of appointees will be forwarded to the EA who will contact new appointees notifying them of their appointment, meeting times and dates, and contact information for the Board's/Commission's staff liaison.
8. Positions of leadership on a given City Board or Commission will be decided within the City Board or Commission, unless otherwise specified by the City Council.
9. During the formation of a City Board or Commission, Council should give that body a written set of expectations and/or goals based upon requirements as outlined in the City Code.

**APPENDIX B [Update to comply with electronic schedule](#)**  
**CITY OF LARAMIE, WYOMING [cityoflaramie.org/agenda](#) – ~~delete references to mailing paper copies – they can get from city hall. No paper copies to public meeting~~**  
**COUNCIL MEETING PROCEDURES**

**WELCOME TO A MEETING OF THE LARAMIE CITY COUNCIL**

The City Council welcomes you to this meeting and invites you to participate in matters before the Council. When meeting in the Council Chamber, members of the Council are seated at the rostrum and each has a nameplate for recognition. City staff members are seated on each side of the rostrum. The Council meets the first and third Tuesday of each month at 6:30 p.m. in the Council Chamber and ~~usually~~ holds public hearings or work sessions ~~on the as needed, typically during the~~ second and fourth Tuesday of each month at 6:00 p.m., as well as other meeting dates when required.

**AGENDA FOR COUNCIL MEETINGS**

Meeting agendas are available just prior to, or during the meeting, and are placed near the door to the Council Chamber. ~~Copies may be mailed on Thursday prior to a Tuesday meeting (or similar time schedule for meetings on other days of the week) to an individual or~~ Copies may be picked up in the City Clerk's office without charge or downloaded from the City's website at [www.cityoflaramie.org](http://www.cityoflaramie.org).

**COPIES OF AGENDA ITEMS**

Agenda ~~items are available for public inspection at each meeting or in the City Clerk's Office prior to a meeting~~—Items may be downloaded from the City's website at [www.cityoflaramie.org](http://www.cityoflaramie.org). Any writings distributed during a public meeting will also be available for public inspection at the meeting if prepared by City Staff or a Council member, or after the meeting if prepared by someone else.

**PUBLIC PARTICIPATION**

The Council welcomes suggestions and comments which help meet the needs of the City and improve its operation, and also welcome questions which may clarify its responsibilities or its decisions. Set forth below are procedures for addressing the Council. You may stand or raise your hand until recognized by the Mayor or presiding officer. Please step to the lectern and microphone when addressing the Council.

**IDENTITY OF SPEAKERS**

The Mayor or presiding officer will ask each speaker to write ~~his/her~~ the speaker's name and address on a sign-up sheet so they are correctly recoded in the minutes. The Mayor or presiding officer will ask each speaker to state ~~his/her~~ the speaker's name and whether the speaker resides in the City to introduce themselves prior to speaking.

**SPECIAL PRESENTATIONS**

Special presentations which include slides, films, etc., will be scheduled prior to the beginning of a Council meeting. Arrangements must be made in advance with the City Clerk at least one (1) week prior to a meeting in order that the presentation may be noted on the agenda and advance notice provided to members of the Council, news media and other interested persons. Special presentations during the course of a meeting will only be allowed with the prior approval of the Council.

#### WRITTEN MATERIAL

Any person providing written or other material to City Council at a meeting shall provide the material to the City Clerk, who will then disseminate the material to Council members and staff as necessary and retain a copy for the official City records. If any person intends to appear before the Council and provide it with written material, it should be delivered to the City Clerk's office six (6) days in advance of the meeting (sooner if there are holidays prior to the meeting) ~~in order that copies may be included with the agenda and~~ to give the Council an opportunity to review the material in advance of the appearance.

If written material is provided to the Council at the meeting, it may affect the Council's consideration of the matter. Therefore, the Council will determine whether or not to continue the matter to a later date in order that it will have time to consider the written material.

#### DISABILITY ACCOMMODATION

City Council meetings are open to the public. Requests for accommodations from persons with disabilities must be made to the City Manager's Office at least twenty-four (24) hours in advance of a meeting. The City Manager's Office may be reached at 721-5226. Anyone who has difficulty hearing the proceedings of a meeting may be provided with a portable listening device by requesting one from the City Clerk. The device works directly from the public address system, and the listener can hear all speakers who are using a microphone. Anyone who is hearing impaired and requires the services of an interpreter to observe or participate in a meeting should contact the City Clerk's office ~~within~~ seven (7) days prior to the date of the meeting.

#### MICROPHONES

City Council meetings are ~~videotaped-recorded~~ and/or televised when held in the Council Chamber. In order for the audience to receive a clear audio signal, it is essential that members of the audience use the lectern microphone when addressing the Council.

#### TIME LIMIT

Each member of the audience speaking to the Council shall limit their presentation to no more than ~~five-three (35)~~ minutes, unless the time is waived by the Council on any specific item. A speaker may not defer ~~his/her~~ the speaker's time to other speakers. Groups or organizations are encouraged to select a spokesperson to speak on their behalf. Speakers are also encouraged to not repeat comments made by prior speakers, but rather to only indicate their agreement with the comments.

#### ELECTRONIC DEVICES

To observe the order and decorum of City Council meetings, the volume on all electronic devices including but not limited to cellular telephones, pagers or computers should be turned off or set to vibrate.

#### RECONSIDERATION OF AN AGENDA ITEM

The Council will not rehear or reconsider an ordinance or resolution that has been adopted or denied unless a majority of the Council votes to reconsider the matter pursuant to Laramie Municipal Code 2.04.210.

#### CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and may be enacted by one motion. ~~Resolutions and ordinances will be read by title only.~~ There will be no separate discussion of these items unless members of the Council request specific items to be removed from the Consent Agenda to the Regular Agenda for separate discussion prior to the time the Council votes on the motion

to adopt the Consent Agenda. If any item(s) are removed from the Consent Agenda, the item(s) will be considered at an appropriate place on the Regular Agenda.

#### HEARINGS

Any member of the audience may speak on items scheduled for hearing at the time the Mayor declares the hearing open to the audience. Council members will disclose any communications with any individual or party in which they were involved prior to any hearing that is quasi-judicial in nature.

#### REGULAR AGENDA

All items listed under the Regular Agenda are in the order which require Council action at this meeting. The items will be considered in the order set during the meeting. Any person may speak on items listed on the Regular Agenda if recognized by the Mayor.

#### PUBLIC COMMENTS

A member of the general public may address the Council at every meeting of the City Council.

~~At Work Sessions: The public may address the Council on any topic which is of interest to such person at the opening of work sessions occurring on second (2<sup>nd</sup>) or fourth (4<sup>th</sup>) Tuesday of each month.~~

When specific topics have been scheduled for work session discussion, the Mayor or presiding officer may specifically request or invite members of the public who may have a special interest, involvement, information or expertise of the topic to address the Council.

At Business Meetings: Council reserves time for members of the public to address Council on any matter under the agenda item denoted as "Public Comments" at the end of each regular business meeting held on first (1<sup>st</sup>) and third (3<sup>rd</sup>) Tuesdays of the month.

Members of the public may also address Council on specific topics scheduled for consideration. The Mayor or presiding officer will call for comments from the public at the appropriate time as per the established agenda for the meeting.

When a member of the general public seeks to address the Council during public comments, the Council may briefly respond to statements made or questions posed. However, Council members should not engage in inter-Council discussions. On its own initiative or in response to questions posed by such person, Council members may ask questions for clarification, provide a reference to staff or other resources for factual information, or request staff to report back at a subsequent meeting.

#### REPORTS AND COMMUNICATIONS

Staff reports and communication items are being provided to the Council primarily for information. Accordingly, these matters will not be discussed unless a member of the Council or general public requests such discussion. However, no action shall be taken on these matters unless the matter is included as an action item at a subsequent meeting and included on the posted agenda as such.

#### EXECUTIVE SESSION

A description of the items, if any, to be discussed in executive session will be listed on the agenda.

#### TIME LIMIT OF MEETINGS

No additional agenda item will be introduced at a regular City Council meeting after the hour of 9:30 p.m. unless the majority of the City Council members present vote to extend the meeting. If the item introduced at a regular City Council meeting and being discussed by 9:30 p.m. is not concluded by 10:00 p.m., the Council may adjourn the regular City Council meeting to another date to conclude discussing the agenda item or the next regular City Council meeting. All items remaining on Council's regular agenda would be moved to the next regular City Council meeting and will be given priority over any additional items on the regular City Council's agenda.

#### MINUTES

Official minutes of Council meetings are prepared and kept by the City Clerk and are reviewed and approved by the City Council (usually at the next regular meeting). Copies of approved minutes are available at the City Clerk's office or on the City's website at [www.cityoflaramie.org](http://www.cityoflaramie.org).

**APPENDIX C**  
**GUIDELINES FOR ADDRESSING THE COUNCIL:**

1. Persons attending a City Council meeting may address the Council during the period of time specified on the agenda.
2. Presentations concerning agenda items will be heard only upon approval by the Mayor or the presiding officer.
3. An individual wishing to address the Council should approach the lectern; wait to be acknowledged by the Mayor or the presiding officer to speak, and clearly state ~~his/her~~ the speaker's name and whether the speaker resides in the City before making general remarks.
4. All remarks should be directed to the Mayor or the presiding officer. The Mayor or the presiding officer may wish to refer any questions to the proper Council member or to City staff.
5. Productive public comments should not include threatening or obscene language, personal defamatory statements, or any disorderly conduct that impedes, disrupts or disturbs the orderly conduct of any meeting, hearing or other proceeding.
6. Large groups are encouraged to express their views through a single spokesperson rather than individually. Individuals should observe the ~~five-three (53)~~ five-three (53) minute time limit when speaking ~~unless such is waived by the Mayor.~~
7. Comment cards may be used for items when extensive public participation is anticipated. Individuals who wish to give comments should submit a completed card to the City Clerk. The Mayor or the presiding officer will call the person forward when it is ~~his/her~~ the speaker's turn to speak. If a person does not want to speak, a written statement can be submitted on a comment card.
8. To maintain order, applause or other unnecessary disturbances are discouraged.
9. Petitions should be presented to the City Clerk.
10. Members of the audience are encouraged to speak before the Council but they cannot make motions or otherwise participate in the meeting