

AGENDA  
CITY OF LARAMIE, WYOMING  
CITY COUNCIL MEETING  
CITY HALL  
April 5, 2016 6:30 pm

*City Council Meetings are open to the public. Requests for accommodations from persons with disabilities must be made to the City Manager's Office 24 hours in advance of a meeting.*

*Please be advised 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.*

**1. PRE-MEETING ITEMS**

**1.A. PROCLAMATIONS & PRESENTATIONS**

**1.A.i. PROCLAMATION: Recognition for National Service**

**1.B. ANNOUNCEMENTS**

**1.C. PUBLIC HEARING**

**1.C.i. PUBLIC HEARING: Transfer of Ownership of Microbrewery Liquor License from Gregory R. Smith to Gregory R. Smith and Karen J. Robillard, dba Altitude Chophouse and Brewery, 320 S 2nd Street.**

Documents: [PH Altitudes 4-5-2016.pdf](#)

**1.C.ii. PUBLIC HEARING: Notice of Intended Sale of Real Estate with appraised value of \$1,839,298 to Laramie County Community College**

Documents: [PLand Sale to LCCC 3-15-16.pdf](#)

**1.C.iii. PUBLIC HEARING: Possible Sale of Monolith Ranch acreage [Derragon, Parkin]**

Documents: [Cover Sheet - Monolith Ranch Offer Public Hearing 4-5-16.docx](#),  
[ProposedSale to MCC 3-16-16.docx](#)

**1.C.iv. PUBLIC HEARING: Resolution 2016-\_\_\_\_\_, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.**

Documents: [CC Cover Sheet Use Control Area PH 4.5.2016.pdf](#), [CC Legal Ad - Use Control Area PH 4.5.2016.pdf](#)

**1.C.v. PUBLIC HEARING: Original Ordinance No. 1941, an Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation.**

Documents: [CC Cover Sheet Vacation Cost \(TA-16-01\) PH 2016-04-05.pdf](#), [Legal Ad CC Orig. Ord. No. 1941 and 1942 4-5-2016.pdf](#)

**1.C.vi. PUBLIC HEARING: Original Ordinance No. 1942, amending Title 15 of Laramie Municipal Code for the purposes of allowing “Hotels and motels” as a Permitted Use in the C2 District, allowing “Light industrial” as a Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.**

Documents: [CC Cover Sheet Housekeeping Amendment \(TA-16-02\) PH 2016-04-05.pdf](#), [CC Legal Ad Org. Ord. No. 1941 and 1942 for 4-5-2016.pdf](#)

**2. AGENDA**

**3. Pledge of Allegiance**

**4. Roll Call**

**5. Disclosures by City Council Members**

**6. Consideration of Changes in Agenda and Setting the Agenda**

A. MOTION BY \_\_\_\_, seconded by \_\_\_\_, that the following changes to the Agenda be approved:

B. MOTION BY \_\_\_\_, seconded by \_\_\_\_, that the Agenda be set as submitted or changed.

**7. Approval of Consent Agenda**

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor or citizen so requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

MOTION BY \_\_\_\_\_, seconded by \_\_\_\_\_, that the Consent Agenda be approved and that each specific action on the Consent Agenda be approved as indicated.

**8. CONSENT AGENDA**

**8.A. MINUTES: City Council Meetings**

**Action:**

that Council approve the Minutes of the City Council Regular Meeting of March 15, 2016 and Public Hearings of March 22, 2016, and have them placed on file for public inspection.

**[Johnson, CClk]**

Documents: [03\\_15\\_2016Min.pdf](#), [CCPH.03.22.16.PH1LiquorLicense.pdf](#), [CCPH.03.22.16.PH2.pdf](#), [CCPH.03.22.16.PH3.pdf](#), [CCPH.03.22.16.PH4.pdf](#)

**8.B. CEMETERY DEEDS: For March 16-31, 2016**

**Action:**

that the Cemetery Deeds for March 16-31, 2016 be accepted, and the Mayor and City Clerk be authorized to sign and have them recorded in the Office of the County Clerk. **[Feezer, P/R Dir]**

**8.C. VOUCHERS: March 2016**

**Action:**

that the following Resolution be adopted: BE IT RESOLVED: that all vouchers approved by the Finance Committee be allowed, warrants drawn on proper City funds in payment thereof, and the vouchers be placed on file in the Treasurer's Office subject to public inspection; and that Council authorize payment for the month-end payroll, light and gas charges, telephone charges, Pioneer Canal-Lake Hattie Irrigation District lease, employee travel, other employee reimbursements, pay advances, refunds for City services, recording fees, postage, lease purchase and bond payments, self-funded employee health insurance claims, miscellaneous insurance claims, Council-approved bid items, outside attorney fees, other consulting fees, before normal City Council approval on the first Tuesday of December. These expenditures are to be paid subject to audit by the City of Laramie Finance Department.

**[Brown, City Treasurer]**

#### **8.D. LIQUOR LICENSE RENEWALS:**

##### **Action:**

that council approve all applications for renewal, that the Special Malt Beverage Permit for the Trustees of the University of Wyoming, Retail Liquor Licenses, Restaurant Liquor Licenses, Club/Limited Liquor Licenses, Golf Club License, Resort Licenses, Bar and Grill Licenses, Microbrewery Licenses, and Winery License be renewed as listed.

**[Johnson, CCIk]**

##### **8.D.i. LIQUOR LICENSE: Application for Renewal of Special Permits**

*#1 Special Malt Beverage Permit from Trustees, University of Wyoming, Student Union Building. Director, WY Union, UW Campus Box 3105*

##### **8.D.ii. LIQUOR LICENSES: Applications for Renewal of Retail Liquor Licenses**

*#1 Laramie Lanes, Inc., dba Laramie Lanes, 1270 N. Third St. Sheldon Burns, Janice Sexton*

*#2 High Elevation Investments, LLC., dba Mulligan's Pub, 1115 S. Third St. Bryan Gay, Tonya Gay, Heather Becklan, Nathan Jorgenson*

*#3 Wal-Mart Stores, Inc., dba Wal-Mart Supercenter #1412, 4308 Grand Ave. Donald Frieson, Steven Zielske, Andrea Lazenby, Cynthia Moehring, Amy Thrasher*

*#4 Hensley Property Holdings, LLC, dba Roxie's On Grand, 221 Grand Ave. William Hensley, Roxie Hensley*

*#5 Coyote Land, Inc. dba Cowboy Saloon & Dance Hall, 108 S. Second St. Gary Hopkins, Mike Hopkins*

*#6 E & K Smith Enterprises, dba The Alibi Pub, 404 S. Fourth St. Ethan Smith, Kerri Smith*

*#7 Snowy Range Sports Bar and Discount Liquors, LLC, dba Snowy Range Sports Bar, 23 Adams St. Karl McCracken, Trudy McCracken*

*#8 The 307 Office, LLC, dba Copper's Corner, 867 N. Third St. Michael Olson, Sheri Olson*

*#9 Boxcar Murphy, Inc., dba Bud's Bar, 354 W. University Ave. William Winter, Michelle Winter*

- #10 Safeway Stores 46, Inc. Safeway Stores 46, 554 N. 3<sup>rd</sup> St. Bradley Fox, Laura Donald
- #11 Sweet Melissa, Inc., dba Sweet Melissa Café & Front Street Tavern, 201 First St. Melissa Murphy, Mark Zieres
- #12 RMH Franchise Corporation, dba Applebee's Neighborhood Grill & Bar, 3209 Grand Ave. Jeffrey Neumann, Mark Seymour, RMH Franchise Holdings
- #13 JASA Corp., dba Reed's Liquors, 310 S. Fifth St. Jade Miller, Lisa Miller
- #14 Corner Pocket of Laramie, Inc., dba Mingles of Laramie, 3206 Grand Ave. Andrew Groshart, Wesley McMullen
- #15 Jona, Inc., dba (to be determined), 303 S. 3<sup>rd</sup> Street. Susan McMurry, Cary Brus
- #16 Buckhorn Enterprises, Inc. dba Buckhorn Bar, 114 Ivinson St. Mike Hopkins, Gary Hopkins
- #17 SDR LLC, dba O'Dwyers Public House, 1622 Grand Ave. Dwight Rowell, Diobhan Rowell, Deidre O'Dwyer, James Grimes
- #18 AKME, LLC, dba The Still, 1602 Spring Creek Dr. Benjamin Kordon, Melissa Allen
- #19 Ridley's Family Markets, Inc., dba Ridley's Family Markets, 3112 Grand Ave. Donald Ridley
- #20 Wagon Wheel, Inc., dba Wagon Wheel, Inc., 334 Fillmore St. Donald White, John Blyth, Judith Adamson
- #21 Gateway Fuels, LLC, dba Gateway Liquors, 2471 Jackson St. Rajeev Patel, Marty McKinney
- #22 First Street Station, Inc., dba Lovejoy's Bar & Grill, 101 Grand Ave. Gregory R. Smith, Karen J. Robillard
- #23 Mickey M., Corporation., dba Ranger Liquor Mart & Lounge, 463 N. Third St. Debra Hinkel, Rickie Hinkel
- #24 North Ridge Discount Liquors, Inc., dba North Ridge Discount Liquors, 1660-A N. 4th St. Robert Blake, Ruth Blake
- #25 Ya Sou, Inc., dba 3rd Street Bar, 220 Grand Ave. Daniel Panches, Dennis Small
- #26 Crowbar and Grill, LLC, dba Crowbar and Grill, 202 S. 2<sup>nd</sup> St. Andrew Glines, Justin Turner, Kevin Ley, John Schaeffer
- #27 Chalk N' Cheese, LLC, dba Chalk N' Cheese, 209 S. 2<sup>nd</sup> St. Misty Hester, Cyndi Martin

**8.D.iii. LIQUOR LICENSE: Applications for Renewal of Restaurant Liquor**

## **License**

#R4 *The New Mandarin, Inc., dba The New Mandarin, 1254 N. Third St. James Huang, Yong Qing Tang*

#R6 *Jeffrey's Bistro, Inc., dba Jeffrey's Bistro, 123 Ivinson St. Jean Trabing, Jeffrey Stoller, Alan Cupps*

#R7 *Pizza Hut of Laramie, Inc., dba Pizza Hut, 1460 N. Third St. Michael O'Donnell, Andrea O'Donnell, James O'Donnell*

#R8 *Bailey's of Laramie, Inc., dba Bailey's, 2410 Grand Ave. Dan Garcia*

#R12 *Christopher Ryan Ransom dba Grand Avenue Pizza, 301 Grand Ave. Christopher Ryan Ransom*

#R25 *Bernie's Mexican Restaurant, LLC, dba Bernie's Mexican Restaurant, 367 Snowy Range Rd. Bernie Sanchez, Laura Sanchez*

#R29 *Guerin Enterprises, Inc. dba Coal Creek Coffee, 110 East Grand Ave. John Guerin, Jodi Guerin, Cherie Guerin*

#R32 *Estrella, Inc. dba Corona Village Andale Rapido, 2900 E. Grand Ave, Unit 108. Juan Pelayo, Ponciquo Villasenor, Israel Espineza, Marcos, Aldaz*

#R40 *Villas, Inc., dba Corona Village II, 513 Boswell Drive. Juan Pelayo, Ponciquo Villasenor, Israel Espineza, Marcos, Aldaz*

#R42 *Bighorn Associates, L.C., dba Chili's Grill, 2523 Grand Ave, Suite F. Stanley Kuoles, Bruce Shiveley*

#R43 *Yellow-Star Restaurants, Inc., dba Mizu Sushi, 307 So. 3rd St. Hung Luu, Lillian Luu*

#R46 *Anong's Thai Cuisine, LLC., dba Anong's Thai Cuisine, 101 Ivinson St. Brett Larsen, Anong Larsen*

#R47 *Boomer's BBQ, LLC, dba Boomer's BBQ, 615 S. 2nd St. Michael Sharom, Michele McInerney*

#R50 *J's Prairie Rose, Inc., dba J's Steakhouse, 3225 Grand Ave. Jason Eickbus*

#R53 *Niko Sushi and Japanese Food, LLC, dba Niko Sushi & Steak, 1702 Grand Ave. Seno Mulyanto*

#R54 *Thai Spice, LLC, dba Thai Spice, 204 S. 3rd Street, Ste B & C. Lodda McCune, Matthew McCune*

#R57 *Schocktoberfest Productions, LLC, dba Schocktoberfest, 303 S. 3rd St. Jason Palumbo*

*#R58 Go Wyo, LLC dba The French Place, 207 S. 3rd St. Florence  
Gerard, Didier Frainkin*

**8.D.iv. LIQUOR LICENSES: Applications for Renewal of Club/Limited Liquor Licenses**

*#F1 Loyal Order of Moose, No. 390, 409 S. Third St. Gordon Cook,  
Harold Foster, Jerald Wessels, Robert Pier*

*#F2 B.P.O. Elks, Laramie Lodge No. 582, 103 S. Second St. Jack  
Oppie, Stephen Graham, Russell Wells, Dennis Craig*

*#F3 American Legion, Husted-Pendleton Post No. 14, 417 Iverson St.  
Tim Fryey, Frank Tafoya, Bill Jussila, Deanna Hurlless*

*#F4 Veterans of Foreign Wars, Post No. 2221, 2142 Garfield St. Albert  
Killian, Richard Rottman, Tommy Rottman*

*#F6 Fraternal Order of Eagles, AERIE No. 3493, 126 Lyon St. Kelly  
Struble, Theodore Pena, William Bridges, Robert Binkerd*

**8.D.v. LIQUOR LICENSE: Application of Renewal of Golf Club Liquor License**

*#G-1 Jacoby Golf Club dba Jacoby Golf Club, 3501 Willett St. Dept 3227, 1000  
E University. William Mai, John Davis, Floyd Jensen*

**8.D.vi. LIQUOR LICENSES: Applications for Renewal of Resort Liquor License**

*#RT-2 Timberline Hospitality, LLC dba Holiday Inn, 204 S. 30th St. 800 Werner Ct., Casper, WY. Donald Walters, Bruce Bummer, Terry Johnson*

*#RT-3 Laramie Hospitality, LLC dba Ramada Inn, 2313 Soldiers Spgs Rd. 10 E. 120th Ave, Northglenn, CO. Bruce Rahmani*

*#RT-4 Hotel Investment Services-GI, Inc., dba Hilton Garden Inn, 2229 Grand Ave. Ronald Wilson*

**8.D.vii. LIQUOR LICENSES: Applications for Renewal of Bar & Grill Liquor License**

*#BG-1 Sherlock Investments, LLC, dba The Library Sports Grille & Brewery, 201 E. Custer St. Nate Jorgenson, Bryan Gay, Tonya Gay*

*#BG-2 Gregory R. Smith & Karen J. Robillard, dba Altitude Chophouse and Brewery, 320 S. 2nd St. Gregory R. Smith, Karen J. Robillard*

*#BG-3 Sushi Boat, LLC, dba Sushi Boat, 421 Boswell Dr. Hyoen Skim*

*#BG-4 Scholl Reece, LLC dba Born in a Barn, 100 E. Iverson St. Clayton Scholl, Jesse Reese, Trent Brame*

**8.D.viii. LIQUOR LICENSES: Applications for Renewal of Microbrewery Liquor Licenses**

*#M-6 Sherlock Investments, LLC dba The Library Sports Grille & Brewery, 201 E. Custer St. Nate Jorgenson, Bryan Gay, Tonya Gay*

*#M-7 Coal Creek TAP, Inc., dba Coal Creek TAP, 108 E. Grand Ave. John Guerin, Jodi Guerin*

**8.D.ix. LIQUOR LICENSE: Application for Renewal of Winery Liquor License**

*#W-1 The Great Untamed, LLC dba The Great Untamed, 209 S. 3rd St. Scott Lair*

**8.E. LIQUOR LICENSE: Transfer of ownership of Altitude Steakhouse and Brewery Microbrewery License.**

**Action:**

to approve the transfer of ownership of Microbrewery License #M-5, from Gregory R. Smith, dba Altitude Chophouse and Brewery to Gregory R. Smith and Karen J. Robillard, dba Altitude Chophouse and Brewery, 320 S. 2nd Street Laramie, WY, and authorize the Mayor and Clerk to sign.

**[Johnson, CClk]**

Documents: [Cover Sheet](#), [Altitudes Micro 4-16.pdf](#), [AltitudesMicrobrewery.pdf](#), [AltitudesMicroAdditionalMaterials.pdf](#)



**8.F. MINUTES: Minutes of the March 9, 2016 Parks, Tree and Recreation Advisory Board**

**Action:**

I move that Council acknowledge receipt of the Minutes from the March 9, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board and the following recommendations be approved as indicated: 1) To approve the minutes from the February 10, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. 2) To approve the MOU between City of Laramie, Wyoming and the University of Wyoming Art Museum for the provision of the "Love Motel for Insects and Pollinator Garden." 3) To approve the Lease Agreement between the City of Laramie and Action Resources International for a term of 5 years at Fort Sanders building. 4) To approve the facility use agreement between Ivinson Memorial Hospital and the City of Laramie for the provision of physical therapy and personal training services for patients. 5) To approve the facility use agreement between Open School and the City of Laramie for the provision of group swim lessons. 6) To approve the facility use agreement between Wyoming Technical Institute and the City of Laramie for the provision of access to the Laramie Community Recreation Center for students. 7) To approve the MOU between Laramie Colts Baseball Club and the City of Laramie or the provision of use of Cowboy Field for the 2016 season. **[Feezer, Dir. P&R]**

Documents: [3.9.16 PTR Advisory Board Minutes Cover Sheet.pdf](#), [PTR Advisory Board Minutes March 2016.pdf](#)

**8.G. RESOLUTION: approving the Laramie Recreation Center and Ice & Event Center Master Fee Schedule Annual Amendment**

**Action:**

to approve Resolution 2016- updating the 2015 Parks & Recreation Master Fee Schedule as presented and authorize the Mayor and Clerk to sign.

**[Feezer, Dir. P&R]**

Documents: [2016 Master Fee Schedule Agenda Cover.pdf](#), [2016 Master Fee Amendment Resolution.pdf](#), [2016 Master Fee Revisions.pdf](#)

**8.H. LEASE AGREEMENT: between the between the City of Laramie and Action Resources International dba Feeding Laramie Valley**

**Action:**

to approve the Ft. Sanders Building Lease Agreement between the City of Laramie and Action Resources International dba Feeding Laramie Valley for a term of 5 years and authorize the Mayor and Clerk to sign.

**[Feezer, Dir. P&R]**

Documents: [2016 Ft Sander Lease Agenda Cover.pdf](#), [2016 Ft Sanders Lease Agreement.pdf](#)

**8.I. BID AWARD: mosquito control pesticides for the 2016 season**

**Action:**

to award the base bid package for Mosquito Control Pesticides for the 2016 season to Van Diest Supply Company of Cheyenne, Wyoming in an amount not to exceed \$60,249.35 and Alternate Item A to UNIVAR of Salt Lake City, Utah in an amount not to exceed \$22,254.00 and authorize the Mayor and Clerk to sign.

**[Feezer, Dir. P&R]**

Documents: [2016 Mosquito Pesticides Bid Award Agenda Cover.pdf](#), [Target.pdf](#), [UNIVAR.pdf](#), [VanDiest.pdf](#), [ADAPCO.pdf](#)



**8.J. PROFESSIONAL SERVICES AGREEMENT: between the City of Laramie and The Plumbing Company, Inc. for plumbing repair and installation services for City owned facility plumbing systems and equipment**

**Action:**

to approve the agreement for professional services between the City of Laramie and The Plumbing Company, Inc. for plumbing repair and installation services for City owned facility plumbing systems and equipment for a two year period and authorize the Mayor and Clerk to sign.

**[Feezer, Dir. P&R]**

Documents: [Plumbing Professional Services Agreement Agenda Cover.pdf](#), [Prof Sercies Agreement.Plumbing Company, Inc..pdf](#)

**8.K. SCHEDULE MEETING(S)**

**Action:**

that Council schedule the following meeting(s):

1. **April 12, 2016** - Public Hearing, Ordinance No. 1939, annexation
2. **April 12, 2016** - Public Hearing, Ordinance No. 1939, rezoning
3. **April 12, 2016** - Work Session, **CHANGE** Main Street annual presentation to Business Ready Community Grant
4. **April 12, 2016** - **CANCEL Work Session**, Annexation & Extra-Territorial Services Policy
5. **April 12, 2016** - Work Session, City Council Code of Conduct
6. **April 19, 2016** - Public Hearing, Business Ready Community Grant on behalf of Main Street Alliance
7. **May 10, 2016** - Work Session, change Budget discussion to Enterprise Funds
8. **May 12, 2016** - Work Session, change Budget discussion to Enterprise Funds
9. **May 16, 2016** - Work Session, change Budget discussion to Government Funds

**9. REGULAR AGENDA**

**10. Authorizing issuance of a Distillery-Satellite Liquor License to Vanatta Fine Liquor, LLC, dba Wojtek.**

**[Johnson, CCIk]**

Documents: [Cover Sheet Wojtek renewal 4-16.pdf](#), [VanattaFineLiquors.pdf](#), [VanattaLease.pdf](#)

**11. Resolution 2016 - \_\_\_\_\_, authorizing the City of Laramie to lease with an option to purchase a street sweeper for the Streets division from Wyoming State Bank**

**[Brown]**

Documents: [Cover Sheet 4.5.16 Lease Purchase Resolution.pdf](#), [4.5.16 Lease Purchase Resolution and Agreement.pdf](#), [4.5.16 Lease Purchase Resolution Supporting Doc.pdf](#)

**12. Resolution 2016-\_\_\_\_\_, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.**

**[Hunt]**

Documents: [CC Cover Sheet Use Control Area 1st Reading 4.5.2016.pdf](#), [CC Resolution 2016 - \\_\\_\\_\\_\\_, Use Control Area 4.5.2016 1st Reading.pdf](#), [CC LRCD Letter, UCA Petition, WYDEC letter of Support 4.5.2016.pdf](#)



**13. Original Ordinance No. 1939, Annexation of northeast corner of I-80 and Curtis Street (Love's Travel Center). (A-15-01)**

Second Reading (introduced by Summerville)  
**[Hunt]**

Documents: [CC Cover Sheet Org. Ord. No. 1939, Annexing NEC I-80 and Curtis \(A-15-01\) 2nd Reading 04.05.2016.pdf](#), [Org. Ord. No. 1939, Annexing NEC I-80 and Curtis \(A-15-01\) 2nd Reading 04.05.2016.pdf](#), [CC Annexation Map, Annexing NEC I-80 and Curtis \(A-15-01\) 2nd Reading 04.05.2016.pdf](#), [PC Staff Report, Annexing NEC I-80 and Curtis \(A-15-01\) 2nd Reading 04.05.2016.pdf](#)

**14. Original Ordinance No. 1940, rezoning northeast corner of I-80 and Curtis Street (Loves Travel Center). (Z-15-07)**

Second Reading (Introduced by Summerville)  
**[Hunt]**

Documents: [CC Cover Sheet Org. Ord. No. 1940, Zoning NEC I-80 and Curtis \(Z-15-07\) 2nd Reading 04.05.2016.pdf](#), [Org. Ord. No. 1940, Zoning NEC I-80 and Curtis \(Z-15-07\) 2nd Reading 04.05.2016.pdf](#), [CC Annexation Map, Zoning NEC I-80 and Curtis \(Z-15-07\) 2nd Reading 04.05.2016.pdf](#), [PC Staff Report, Zoning NEC I-80 and Curtis \(Z-15-07\) 2nd Reading 04.05.2016.pdf](#)

**15. Consideration of proposed cost-share with UW Jacoby Golf Course for the filling of detention ponds associated with the East Side Drainage Project. [Brown, Jordan]**

Documents: [Consideration of proposed cost-share UW Golf Course.pdf](#), [Agreement with the University of Wyoming Regarding Jacoby Golf Course Water 08-15-2006.pdf](#)

**16. Original Ordinance No. 1941, an Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation. (TA-16-02)**

Second Reading (introduced by Shuster)  
**[Hunt]**

Documents: [CC Cover Sheet Vacation Cost 2nd Reading \(TA-16-01\) 2016-04-05.docx.pdf](#), [CC Ord No. 1941 Vacation Cost 2nd Reading \(TA-16-01\) 2016-04-05.pdf](#), [PC Staff Report, Vacation Appraisal \(TA-16-01\) \(rev d\).pdf](#)

**17. Original Ordinance No. 1942, amending Title 15 of Laramie Municipal Code for the purposes of allowing "Hotels and motels" as a Permitted Use in the C2 District, allowing "Light industrial" as a Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B. (TA-16-01)**

Second Reading (introduced by Shuster)  
**[Hunt]**

Documents: [CC Cover Sheet Housekeeping Amendments 2nd Reading \(TA-16-02\) 2016-04-05.docx.pdf](#), [CC Org. Ord. No. 1942 Housekeeping Amendments 2nd Reading \(TA-16-02\) 2016-04-05.pdf](#), [PC Staff Report, Housekeeping Amendments \(TA-16-02\).pdf](#)

**18. Resolution 2016 - \_\_\_\_\_, adopting Goals for 2016 - 2017. [Jordan]**

Documents: [CoverSheet 2016-17 Goals.pdf](#), [Res. 2016 Goals.pdf](#)



**19. RECONSIDERATION: Original Ordinance No. 1930 Approving the nonexclusive Franchise Agreement for Cable TV Services Between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC Locally Known as Charter Communications**

Reconsideration (Summerville)

Third Reading (Introduced by Shuster)

**[Derragon]**

Documents: [Cover Sheet Cable TV Franchise - Third Reading RECONSIDERATION 4-5-16.pdf](#), [Laramie WY--Franchise Agreement RECONSIDERATION 4-5-16.pdf](#)

**20. Purchase Agreement between the City of Laramie and Laramie County Community College.**

**[Loos]**

Documents: [Cover Sheet LCCC4-5-2016-16 jtl 3 \(rah dt edits\).pdf](#), [LaramieCityCouncilTurnerTractLCCC-jun24-15.pdf](#), [313A L 7, 8, 9 B2 Replat of Turner Tract Addition.pdf](#), [Offer to Purchase\\_LCCC 022416.pdf](#)

**21. Consideration of future Council work session topics**

Documents: [Apr -5-16 Upcoming Meetings.pdf](#), [4-5-16 Future Work Session Topics.pdf](#)

**22. Public Comments on Non-Agenda Items by sign-in requests**

(Members of the public may address the City Council on items not on the printed Agenda.

Please observe the time limit of five (5) minutes.)

**23. Adjournment**

**NOTICE OF TRANSFER OF OWNERSHIP  
OF RESTAURANT LIQUOR LICENSE**

Notice is hereby given that on the 16th day of March, 2016, an application was received in the Office of the City Attorney for transfer of ownership of Microbrewery License No. R46, from Gregory R Smith, dba Altitude Chophouse & Brewery, 320 S. 2<sup>nd</sup> Street to Gregory R Smith and Karen J Robillard, dba Altitude Chophouse & Brewery, 320 S. 2<sup>nd</sup> Street, Laramie, Wyoming, the place and premises being a 34' by 25' room abutting the center of south wall of 1<sup>st</sup> floor of building located in lots 1, 2, 3, Block 199, Zoned BC, City of Laramie, Albany County, Wyoming.

Public Hearing to hear comments or protests relative to transfer of ownership of this license will be held Tuesday, April 5, 2016, at 6:30 p.m. in Council Chambers of City Hall. Action on this application will be considered at the Regular Meeting of the City Council on Tuesday, April 5, 2016, at 6:30 p.m. in Council Chambers.

/s/ Angie Johnson, City Clerk

Legal Publish:   March 19, 2016  
                          March 26, 2016.

###

## **NOTICE OF INTENDED SALE OF REAL ESTATE**

COMES NOW the City of Laramie, Wyoming and, pursuant to the provisions of Wyoming Statute section 15-1-112(b), provides public notice of a proposed sale of undeveloped public property described below with an appraised value of \$1,839,298 to Laramie County Community College, without calling for bids on the property for the reasons that such sale is to another political subdivision of the State. The property is described as: Lots 7-10, Block 2, Turner Tract Addition to the City of Laramie. The proposed price for the land is \$180,000.00.

A public hearing on this proposed sale will be held by the City Council in City Council Chambers at 406 Iverson Street, Laramie at 6:30 p.m. on April 5, 2016. The public is invited to offer comments on the proposed sale of property either in person at the meeting or by mailing comments to Mayor, c/o City Clerk, P.O. Box C, Laramie, WY 82073.

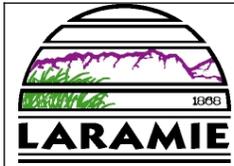
/s/David Paulekas, Mayor

Attest: Angie Johnson, City Clerk

Legal Publish:     March 15, 2016  
                          March 22, 2016  
                          March 29, 2016.

###

# CITY OF LARAMIE COUNCIL REGULAR MEETING      April 5, 2016



## Agenda Item: Public Hearing

### Title: Consideration of Possible Sale of Monolith Ranch acreage Public Hearing

#### Recommended Council MOTION:

No Motion – Public Hearing only to receive public comments; Buy/Sell agreement will be considered after the public hearing, a work session and a recommendation from the Monolith Ranch Committee.

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#### Administrative or Policy Goal:

Stewardship of municipal assets

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#### Background:

Recently, Mountain Cement (MCC) provided a letter of inquiry regarding the possible purchase of 722.60 acres of municipal property located on the Monolith Ranch. The purpose for which the land will be acquired is quarry operations to mine shale for their operations. Recall from previous meetings and work sessions regarding the ranch that MCC retained many of the minerals rights when the City purchased the ranch in the early 1980s.

MCC operates a Portland cement manufacturing facility just south of Laramie. MCC employs 120 people in various positions and is one of the largest private employers and economic contributors in Albany County. In January 2012, MCC and the City of Laramie entered into an agreement relating to MCC's exploration of share minerals, reserved and owned by the United States and managed by BLM, underlying surface lands owned by the City of Laramie.

City staff have thoroughly researched the proposal provided to the City from MCC, including the recent appraisal ordered by MCC and prepared by Hastings & Associates of Cheyenne, Wyoming. The value of 722.60 acres as determined in the Hastings appraisal is \$397,500. MCC is proposed a purchase price of \$400,000. As a result of staff research, the appraisal appears to fairly represent the value of the property under consideration for purchase.

An appraisal report regarding the value of the ranch concluded the current value is \$10,500,000 as a ranching operation. With consideration given to the value, staff is better informed to determine how to improve the ranch value in a cost effective manner. The water rights were appraised and their worth was included in the appraisal. However, consideration was not given to their potential value for municipal use.

Staff believe that the purchase offer presented by Mountain Cement Company is reasonable. Following the public hearing on April 5, 2016, the Council will need to determine if the sale without bids meets the criteria outlined in statute as permissible. Likely, a buy/sell agreement would be presented to Council on April 19, 2016, allowing adequate time for digesting comments provided at the public hearing.

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#### Legal/Statutory Authority:

Sale of the property is permitted by Wyoming Statute 15-1-112

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**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects		
Loans on Project		
Other	\$400,000.00	Potential revenue from sale
Total	\$400,000.00	

**Responsible Staff:**

David M Derragon 721-5304  
Darren Parkin 721-5213

Future dates are subject to change

Public Hearing Held	April 5, 2016
Pub. Hearing Advertised	March 19, 2016
Pub. Hearing Advertised	March 26, 2016
Pub. Hearing Advertised	April 2, 2016

Attachments: Public Hearing Notice

## **NOTICE OF INTENDED SALE OF REAL ESTATE**

COMES NOW the City of Laramie, Wyoming and, pursuant to the provisions of Wyoming Statute section 15-1-112(d), provides public notice of a proposed sale of undeveloped public property described below with an appraised value of \$397,500 to Mountain Cement Company, without calling for bids on the property for the reasons that such sale is for a use which the governing body determines will benefit the economic development of the municipality. The property is described as: 722.60 acres located on the Monolith Ranch owned by the City of Laramie. The proposed price for the land is \$400,000.00.

A public hearing on this proposed sale will be held by the City Council in City Council Chambers at 406 Iverson Street, Laramie at 6:30 p.m. on April 5, 2016. The public is invited to offer comments on the proposed sale of property either in person at the meeting or by mailing comments to Mayor, c/o City Clerk, P.O. Box C, Laramie, WY 82073.

/s/David Paulekas, Mayor

Attest: Angie Johnson, City Clerk

Legal Publish:    March 19, 2016  
                          March 26, 2016  
                          April 2, 2016

###

**CITY OF LARAMIE COUNCIL PUBLIC HEARING**      **April 5, 2016**



**Agenda Item: Resolution - Public Hearing**

**Title:** Resolution 2016-\_\_, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.

**Recommended Council MOTION:**

Public Hearing; No action can be taken.

For information related to this item please refer to your regular agenda item in this evening's packet.

**Administrative or Policy Goal:**

According to the Laramie Comprehensive Plan (2007), "(...) infill development is highly desirable because it requires a minimal extension of service" (7-1). Establishing a Restrictive Use Control Area on this site would allow future development on a currently unutilized site due to soil contamination. This type of brownfield remediation and development is an effective way to continue infill development within the City of Laramie and limit any potential effects to citizens caused by previous uses on the site.

**Legal/Statutory Authority:**

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Wyoming State Statutes 35-11-1609

**Responsible Staff:**

Randy Hunt, AICP, Community Development Director, 721-5288

Derek T. Teini, AICP, Principal Planner, 721-5245

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	4/5/2016
PH Advertised	3/5/2016; 3/12/2016; 3/19/2016; 3/26/2016
Introduction/1 <sup>st</sup> Reading	4/5/2016
2 <sup>nd</sup> Reading	
3 <sup>rd</sup> Reading	

Attachments: Legal Ad

\_\_\_\_ City Manager    \_\_\_\_ City Attorney    \_\_\_\_ **Community Development**

## CITY OF LARAMIE NOTICE OF PUBLIC HEARING(S)

The Laramie City Council will hold a public hearing at 6:30 p.m. on April 5, 2016 in the City Council Chambers, Laramie City Hall, 406 Iverson Street, Laramie, WY, to take public comments or protests on a petition by the Laramie Rivers Conservation District for a Use Control Area pursuant to W.S. § 35-11-1609 on a site located at 971 Cedar Street. The Use Control Area is being requested to ensure that any uses of the property which could expose humans to the contaminants underlying the site are mitigated. This Use Control Area will prevent the site to be used in the following manner: 1) All Residential Uses/Development. 2) Excavation shall be restricted to the depth of the shallow alluvial aquifer, typically ca. 6'-8' below ground surface at the Site. 3) Community Gardens/Greenhouse, unless for the purpose of growing plants, fruits and vegetables, in raised planters, beds, or equivalent to protect users and consumers from exposure to contaminated soils and for non-commercial use. 4) At a minimum, the following uses shall be prohibited due to potential exposure of sensitive populations to contaminated soils: a) Nursery and Landscaping, except as may be provided for in item 3. b) Hotel/Motel, Boarding House, Fraternity/Sorority or other Temporary Lodging including Camping or RV Park. c) Racing Facilities (Motorized and Non-Motorized). d) Veterinary Clinic, Animal Shelter, Zoo, Boarding/Kennels, Animal Training or other animal related operation where animals may be on site. e) Jail, Prison, Juvenile Detention, Half-way House and/or other similar uses. f) Homeless Shelters. g) Parks or Recreation Facility. h) Daycare, elder care, nursing home, assisted living home. i) Hospital. j) Hospice care. k) Commercial agriculture uses. l) Slaughterhouses, Packinghouses, Stockyards or Dairy Production/Processing. m) Schools and Colleges.

The proposed ordinance and the petition are available for review at the City of Laramie Community Development Department, at 405 Grand Avenue, Laramie, WY. Anyone wishing to be heard should be present or may be represented by his or her agent at the meeting. Written comments may be mailed to: Laramie City Council c/o City of Laramie Community Development Department, P.O. Box C, Laramie, WY 82073. For questions or information, contact the Community Development Department, at the address above, by telephone at 307-721-5207 or by email at [planning@cityoflaramie.org](mailto:planning@cityoflaramie.org).

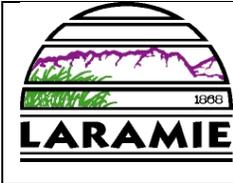
Publish: March 5, 2016; March 12, 2016; March 19, 2016; March 26, 2016.

BILL TO: Tony Hoch, Laramie Rivers Conservation District, 5015 Stone Road, Laramie, WY 82070

AFFIDAVIT REQUIRED; PLEASE SEND TO BELOW

City of Laramie Community Development Department, Attn: Kathy Wickersham, P.O. Box C, Laramie, WY 82073

**CITY OF LARAMIE COUNCIL PUBLIC HEARING      April 5, 2016**



**Agenda Item: Original Ordinance - Public Hearing**  
**Title: Original Ordinance No. 1941: An Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation .**

**Recommended Council MOTION:**

Public hearing; no action may be taken.

**Administrative or Policy Goal:**

“... this code should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law. All city or citizen initiated amendments must be adequately vetted through the public hearing processes identified in the code.” (Sec. 15.02.050, LMC)

**Background:**

[Please see packet for this meeting for second reading materials.]

**Legal/Statutory Authority:**

- **Laramie Municipal Code: Title 15 (Unified Development Code)**
- **Wyoming State Statutes: Title 15, Chapter 4, Article 3: Property, Financial Affairs, Contracts, Streets, Subdivisions and Utilities**

**Responsible Staff:**

Randy Hunt, Community Development  
 Director: 721-5288

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	April 5, 2016
Pub. Hearing Advertised	March 19, 2016
Introduction/1 <sup>st</sup> Reading	March 15, 2016
2 <sup>nd</sup> Reading	April 5, 2016
3 <sup>rd</sup> Reading	April 19, 2016

**Attachments:**

- Legal ad Orig. Ord. No. 1941 & 1942: April 5, 2016

CITY OF LARAMIE NOTICE OF PUBLIC HEARING(S)

The City Council will hold the following public hearings at 6:30 p.m. on April 5, 2016 in the City Council Chambers, Laramie City Hall, 406 Ivinson Avenue, Laramie, WY, to take public comments or protests on the following Ordinances:

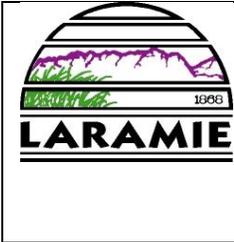
- Original Ordinance No. 1941 for a request made by and on behalf of the City of Laramie for a proposed Text Amendment to the Laramie Municipal Code. Proposals would amend LMC Chapter 15.06 for the purpose of providing for an effective determination of value for rights-of-way proposed for vacation.
- Original Ordinance No. 1942 for a request made by and on behalf of the City of Laramie for a proposed Text Amendment to the Laramie Municipal Code Proposal would amend LMC Chapters 15.10 and 15.14 for the purpose of allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.

All applications, plans and specifications relative to these matter(s) are available for review at the City of Laramie Community Development Department, at 405 Grand Avenue, Laramie, WY. Anyone wishing to be heard should be present or may be represented by his or her agent at the meeting. Written comments may be mailed to: City Council c/o City of Laramie Community Development Department, P.O. Box C, Laramie, WY 82073. For questions or information, contact the Community Development Department, at the address above, by telephone at 307-721-5207 or by email at [planning@cityoflaramie.org](mailto:planning@cityoflaramie.org).

Publish: March 19, 2016

BILL TO: City of Laramie Clerk, Attn: Angie Johnson, P.O. Box C, Laramie, WY 82073

AFFIDAVIT REQUIRED; PLEASE SEND TO ABOVE



**Agenda Item: Original Ordinance - Public Hearing**

**Title: Original Ordinance No. 1942 amending Title 15 of Laramie Municipal Code for the purposes of allowing “Hotels and motels” as a Permitted Use in the C2 District, allowing “Light industrial” as a Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.**

**Recommended Council MOTION:**

Public hearing; no action can be taken.

**Administrative or Policy Goal:**

“... this code should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law. All city or citizen initiated amendments must be adequately vetted through the public hearing processes identified in the code.” (Sec. 15.02.050, LMC)

**Background:**

[Please see packet for this meeting for second reading materials]

**Legal/Statutory Authority:**

- Laramie Municipal Code: Title 15 (Unified Development Code)
- Wyoming State Statutes: Title 15, Chapter 4, Article 3: Property, Financial Affairs, Contracts, Streets, Subdivisions and Utilities

**Responsible Staff:**

Randy Hunt, AICP, Community Development Director: 721-5288

Charles Bloom, AICP, Principal Planner: 721-5232

Future dates are subject to change

Work Session	N/A
Advertised	N/A
Public Hearing (PH) Held	April 5, 2016
PH Advertised	March 19, 2016
Introduction/1 <sup>st</sup> Reading	March 15, 2016
2 <sup>nd</sup> Reading	April 5, 2016
3 <sup>rd</sup> Reading	April 19, 2016

**Attachments:**

- Legal ad Orig. Ord. No, 1941 & 1942: April 5, 2016

CITY OF LARAMIE NOTICE OF PUBLIC HEARING(S)

The City Council will hold the following public hearings at 6:30 p.m. on April 5, 2016 in the City Council Chambers, Laramie City Hall, 406 Ivinson Avenue, Laramie, WY, to take public comments or protests on the following Ordinances:

- Original Ordinance No. 1941 for a request made by and on behalf of the City of Laramie for a proposed Text Amendment to the Laramie Municipal Code. Proposals would amend LMC Chapter 15.06 for the purpose of providing for an effective determination of value for rights-of-way proposed for vacation.
- Original Ordinance No. 1942 for a request made by and on behalf of the City of Laramie for a proposed Text Amendment to the Laramie Municipal Code Proposal would amend LMC Chapters 15.10 and 15.14 for the purpose of allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.

The City Council will hold the following public hearing at 6:00 p.m. on April 12, 2016 in the City Council Chambers, Laramie City Hall, 406 Ivinson Avenue, Laramie, WY, to take public comments or protests on the following Ordinances:

- Original Ordinance No. 1940 proposing a zoning change. The application has been submitted by Turning Leaf Realty (Kristen Peterson) and owners Wyoming Central Land and Improvement Company (Amy Williamson) and Albany County requests that an approximately 93 acre area, located on the Northeast corner of Curtis Street and Interstate 80 be re-designated to B2 (Business).

All applications, plans and specifications relative to these matter(s) are available for review at the City of Laramie Community Development Department, at 405 Grand Avenue, Laramie, WY. Anyone wishing to be heard should be present or may be represented by his or her agent at the meeting. Written comments may be mailed to: City Council c/o City of Laramie Community Development Department, P.O. Box C, Laramie, WY 82073. For questions or information, contact the Community Development Department, at the address above, by telephone at 307-721-5207 or by email at [planning@cityoflaramie.org](mailto:planning@cityoflaramie.org).

Publish: March 19, 2016

BILL TO: City of Laramie Clerk, Attn: Angie Johnson, P.O. Box C, Laramie, WY 82073

AFFIDAVIT REQUIRED; PLEASE SEND TO ABOVE

**MINUTES**  
**CITY OF LARAMIE, WYOMING**  
**CITY COUNCIL MEETING**  
**March 15, 2016**  
**Page 1**

**1. PROCLAMATIONS & PRESENTATIONS:** None

**2. ANNOUNCEMENTS:** None

**3. PUBLIC HEARING:** None

**4. AGENDA**

Regular Meeting of the City Council was called to order by Mayor Paulekas at 6:30 p.m.

**5. Pledge of Allegiance**

Mayor Paulekas lead the Pledge of Allegiance.

**6. Roll Call**

Roll call showed present: Hanson, Henry, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Absent: None.

Staff present: Janine Jordan, City Manager; David Derragon, Assistant City Manager; Angie Johnson, City Clerk; Hollie Belaski City Prosecuting Attorney; Randy Hunt, Community Development director; and Todd Feezer, Parks & Recreation Director.

**7. Disclosures by City Council Members**

None.

**8. Consideration of Changes in Agenda and Setting the Agenda**

A. MOTION BY PEARCE, seconded by Summerville, that the following changes to the Agenda be approved: Consent Agenda, 10H., add 4. April 5, 2016 - Public Hearing Original Ordinance No. 1941, and 5. April 5, 2016 - Public Hearing Original Ordinance No. 1942.

MOTION CARRIED by voice vote.

B. MOTION BY PEARCE, seconded by Shumway, that the Agenda be set as changed.

MOTION CARRIED by voice vote.

**9. Approval of Consent Agenda**

MOTION BY PEARCE, seconded by Summerville, that the Consent Agenda be approved and that each specific action on the Consent Agenda be approved as indicated.

**MINUTES**  
**CITY OF LARAMIE, WYOMING**  
**CITY COUNCIL MEETING**  
**March 15, 2016**  
**Page 2**

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Nay: None. Absent: None. MOTION CARRIED.

**10. CONSENT AGENDA**

**10.A. MINUTES: City Council Meetings**

**Action:** that Council approve the Minutes of the City Council Regular Meeting of March 1, 2016 and Public Hearing of March 1, 2016, and have them placed on file for public inspection.

**10.B. CEMETERY DEEDS: For March 1-15, 2016**

**Action:** that the Cemetery Deeds for March 1-15, 2016 be accepted, and the Mayor and City Clerk be authorized to sign and have them recorded in the Office of the County Clerk.

**10.C. MINUTES: Traffic Commission**

**Action:** that Council to acknowledge receipt of the Minutes from the February 11, 2016 Traffic Commission meeting and that the following item be approved as indicated:

- To modify the parking as shown in Attachment A Pages 1 & 2, to maximize the number of parking spots by striping diagonal parking adjacent to Block 178 original Laramie Plat, on 6th Street and 7th Street.
- To implement the parking modifications on or before October 31, 2016.

**10.D. MINUTES: Monolith Ranch Advisory Committee**

**Action:** that Council approve the Minutes of the Monolith Ranch Advisory Committee of October 8, 2015, and have them placed on file for public inspection.

**10.E. RESOLUTION: submission of a Make A Splash Grant application.**

**Action:** that the Laramie City Council approve Resolution 2016-26, authorizing the submission of a grant for 2016 to support swim lesson scholarships for disadvantaged youth, in the amount of \$5000.00 and authorize the Mayor and Clerk to sign.

**10.F. RESOLUTION: adopting the West Nile Virus Plan for the City of Laramie, Wyoming.**

**Action:** I move to approve Resolution 2016-27 adopting the West Nile Virus Plan for The City of Laramie and authorize the Mayor and Clerk to sign.

**10.G. RESOLUTION: submission of a 2016 Wyoming Department of Agriculture Emergency Insect Management Grant.**

**Action:** that the Laramie City Council approve Resolution 2016-28, authorizing the submission of 2016 Wyoming Department of Agriculture Emergency Insect Management Program Grant for support of the Mosquito Control Program and implementation of the West Nile Virus Prevention Plan in an amount not to exceed \$64,500 and authorize the Mayor and Clerk to sign.

**MINUTES**  
**CITY OF LARAMIE, WYOMING**  
**CITY COUNCIL MEETING**  
**March 15, 2016**  
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**10.H. SCHEDULE MEETING(S)**

**Action:** that Council schedule the following meeting(s):

- 1. April 5, 2016** - Use Control Area for 971 Cedar Street
- 2. April 12, 2016** - Main Street Annual Presentation
- 3. May 10, 2016** - LCBA Annual Report
- 4. April 5, 2016** - Public Hearing, Original Ordinance No. 1941, Amending Title 15
- 5. April 5, 2016** - Public Hearing, Original Ordinance No. 1942, Amending Title 15

**11. REGULAR AGENDA**

**12. Resolution 2016-25, authorizing FY 2017 Community Partners Funding Allocation.**

MOTION BY SHUSTER, seconded by Pearce, that Council adopt Resolution 2016-25, allocating \$282,818 to twenty-two Community Partners agencies in FY 2017 and authorize the Mayor and City Clerk to sign.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, Pearce, and Paulekas. Nay: Vitale. Absent: None. MOTION CARRIED.

**13. Consideration of a Construction Manager at Risk Agreement.**

MOTION BY SUMMERVILLE, seconded by Pearce, that Council approve the CMAR Contract with Guaranteed Maximum Price for construction of the Tungsten Heavy Powder and Parts Office and Manufacturing Building with Sampson Construction Co., Inc. in an amount not to exceed \$2,935,924 and authorize the Mayor and City Clerk to sign.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Nay: None. Absent: None. MOTION CARRIED.

**14. Approval of a Professional Services Agreement for the Engineering Design Manual.**

MOTION BY HENRY, seconded by Pearce, that Council approve a Professional Services Agreement with Trihydro Corporation to complete an Engineering Design Manual in the total amount not to exceed \$122,277.00 and authorize the Mayor and City Clerk to sign.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, Pearce, and Paulekas. Nay: Vitale. Absent: None. MOTION CARRIED.

**MINUTES**  
**CITY OF LARAMIE, WYOMING**  
**CITY COUNCIL MEETING**  
**March 15, 2016**  
**Page 4**

**15. Original Ordinance No. 1941: An Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation. Introduction and First Reading.**

MOTION BY SHUSTER, seconded by Pearce, that Council approve Original Ordinance No. 1941 on first reading, in accordance with findings of fact and conclusions of law; to set a public hearing for April 5, 2016, and Second Reading on April 5, 2016.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Nay: None. Absent: None. MOTION CARRIED.

**16. Original Ordinance No. 1942, amending Title 15 of Laramie Municipal Code for the purposes of allowing "Hotels and motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B. Introduction and First Reading.**

MOTION BY SHUSTER, seconded by Weaver, that Council approve Original Ordinance No. 1942 on first reading, in accordance with findings of fact and conclusions of law; and to set a public hearing for April 5, 2016, and Second Reading on April 5, 2016.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Nay: None. Absent: None. MOTION CARRIED.

**17. Original Ordinance No. 1930, approving the nonexclusive Franchise Agreement for Cable TV Services Between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC Locally Known as Charter Communications. Third and Final Reading. (Introduced by Shuster)**

MOTION BY SHUSTER, seconded by Summerville Council approve on third and final reading Original Ordinance No. 1930 approving the nonexclusive Franchise Agreement for Cable TV Services between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC locally known as Charter Communications and authorize the Mayor and City Clerk to sign.

Council recessed at 8:02 p.m.

Council reconvened at 8:12 p.m.

MOTION BY HANSON, seconded by Shumway, that Council postpone to June 7, 2016.

Roll call ON POSTPONEMENT showed Aye: Hanson, Shumway, Shuster, and Vitale. Nay: Henry, Summerville, Weaver, Pearce, and Paulekas. Absent: None. MOTION FAILED.

**MINUTES**  
**CITY OF LARAMIE, WYOMING**  
**CITY COUNCIL MEETING**  
**March 15, 2016**  
**Page 5**

Roll call ON MAIN MOTION showed Aye: None. Nay: Hanson, Henry, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Absent: None. MOTION FAILED.

**18. Consideration of Possible Sale of Monolith Ranch acreage.**

MOTION BY PEARCE, seconded by Summerville, that Council direct staff to advertise Public Notice as required by Wyoming Statutes Section 15-1-112 on March 19, 26, and April 2, 2016 for the possible sale of municipal property, more specifically 722.60 acres on the Monolith Ranch, and set a public hearing on April, 5, 2016.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Nay: None. Absent: None. MOTION CARRIED.

**19. Consideration of future Council work session topics.**

Pearce: This Monolith Ranch issue (previous item), also create Council tour options. Paulekas suggested that staff could arrange tours independently in groups of four or under.

**20. Public Comments on Non-Agenda Items by sign-in requests**

None.

**21. Adjourn to Executive Session regarding personnel**

MOTION BY HANSON, seconded by Henry, that Council adjourn to Executive Session regarding personnel.

MOTION CARRIED by voice vote.  
Council adjourned at 9:02 p.m.

Respectfully submitted,

Angie Johnson  
City Clerk

**LARAMIE CITY COUNCIL  
PUBLIC HEARING  
Renewal of Liquor Licenses  
March 22, 2016**

Public Hearing was called to order by Mayor Paulekas at 6:02 p.m.

City Council present: Vicki Henry, Joe Shumway, Bryan Shuster, Andi Summerville, Joe Vitale, Paul Weaver, Jayne Pearce, and Dave Paulekas. Absent: Klaus Hanson.

The City Clerk read the notice:

**NOTICE OF APPLICATION FOR RENEWAL OF LIQUOR LICENSES**

Notice is hereby given that on the 16th day of February, 2016, the following have filed applications for renewal of Liquor Licenses in the Office of the City Clerk of the City of Laramie, Wyoming, for the following licenses: Retail, Restaurant, Club/Limited, Microbrewery, Winery, Satellite Distillery, Bar and Grill, Resort, Golf Club, and Special Retail. Public hearing to hear comments or protests relative to the renewal of these licenses will be held Tuesday, March 22, 2016, at 6:00 p.m. in Council Chambers of City Hall. Licenses will be considered for renewal at the Regular Meeting of the City Council on Tuesday, April 05, 2016, at 6:30 p.m. in Council Chambers.

Mayor Paulekas asked if there were any comments.

There were no comments.

Public Hearing was closed at 6:03 p.m.

Respectfully submitted

Angie Johnson  
City Clerk

**LARAMIE CITY COUNCIL  
PUBLIC HEARING  
Original Ordinance 1939, Annexing approximately 93 Acres,  
Northwest Corner of Curtis Street and Banner Road  
March 22, 2016**

Public Hearing was called to order by Mayor Paulekas at 6:03 p.m.

City Council present: Vicki Henry, Joe Shumway, Bryan Shuster, Andi Summerville, Joe Vitale, Paul Weaver, Jayne Pearce, and Dave Paulekas. Absent: Klaus Hanson.

The City Clerk read the notice:

NOTICE OF PUBLIC HEARING BEFORE THE LARAMIE CITY COUNCIL ON A REQUEST FOR ANNEXATION (A-15-01)

Annexation of an area approximately 93 acres in size. The property is generally located on the Northwest corner of Curtis Street and Banner Road, .Turning Leaf Realty/ Wyoming Central Land and Improvement Company are the applicant owners. The hearing will be held in the City Council Chambers, City Hall 406 Iverson Street, 6:00 P.M. Tuesday, March 22, 2016.

Mayor Paulekas asked if there were any comments.

There were no comments.

Public Hearing was closed at 6:05 p.m.

Respectfully submitted

Angie Johnson  
City Clerk

**LARAMIE CITY COUNCIL  
PUBLIC HEARING  
Resolution 2016-23, Amendments to the Future Land Use Map (Map 3.2) of the 2007 Laramie  
Comprehensive Plan.  
March 22, 2016**

Public Hearing was called to order by Mayor Paulekas at 6:05 p.m.

City Council present: Vicki Henry, Joe Shumway, Bryan Shuster, Andi Summerville, Joe Vitale, Paul Weaver, Jayne Pearce, and Dave Paulekas. Absent: Klaus Hanson.

The City Clerk read the notice:

NOTICE OF PUBLIC HEARING BEFORE THE LARAMIE CITY COUNCIL ON A REQUEST FOR COMPREHENSIVE PLAN AMENDMENT (CPA-16-01)

A Comprehensive Plan Amendment to the Laramie Comprehensive Plan (2007) Future Land Use Map (Map 3.2), requesting that an area approximately 60 acres, be designated as Auto-Urban Commercial.

Property location is Northwest corner of Curtis Street and Banner Road, Applicant/Owner is Turning Leaf Realty/ Wyoming Central Land and Improvement Company. The hearing will be at the Laramie City Council City Council Chambers, City Hall 406 Iverson Street, 6:00 P.M. Tuesday, March 22, 2016.

Mayor Paulekas asked if there were any comments.

There were no comments.

Public Hearing was closed at 6:06 p.m.

Respectfully submitted

Angie Johnson  
City Clerk

**LARAMIE CITY COUNCIL  
PUBLIC HEARING**

**Original Ordinance 1940, Request for rezoning, Northwest Corner of Curtis Street and Banner Road  
March 22, 2016**

Public Hearing was called to order by Mayor Paulekas at 6:06 p.m.

City Council present: Vicki Henry, Joe Shumway, Bryan Shuster, Andi Summerville, Joe Vitale, Paul Weaver, Jayne Pearce, and Dave Paulekas. Absent: Klaus Hanson.

The City Clerk read the notice:

NOTICE OF PUBLIC HEARING BEFORE THE LARAMIE CITY COUNCIL ON A REQUEST FOR REZONING (Z-15-07)

A rezoning requesting that an area approximately 93 acres, be rezoned from Ag (Agriculture) to B2 (Business). The property location is the Northwest corner of Curtis Street and Banner Road, the Applicant/Owner is Turning Leaf Realty/ Wyoming Central Land and Improvement Company. The hearing will be held in the City Council Chambers, City Hall 406 Iverson Street, 6:00 P.M. Tuesday, March 22, 2016.

Mayor Paulekas asked if there were any comments.

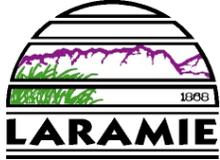
There were no comments.

Public Hearing was closed at 6:07 p.m.

Respectfully submitted

Angie Johnson  
City Clerk

**CITY OF LARAMIE COUNCIL REGULAR MEETING      April 5, 2016**



**Agenda Item: Licensing**

**Title: Consideration of Transfer of Ownership of Microbrewery License, from Gregory R. Smith, dba Altitude Chophouse and Brewery to Gregory R. Smith and Karen J. Robillard, dba Altitude Chophouse and Brewery, 320 S. 2<sup>nd</sup> Street**

**Recommended Council MOTION:**

To approve the transfer of ownership of Microbrewery License #M-5, from Gregory R. Smith, dba Altitude Chophouse and Brewery to Gregory R. Smith and Karen J. Robillard, dba Altitude Chophouse and Brewery, 320 S. 2<sup>nd</sup> Street Laramie, WY, and authorize the Mayor and Clerk to sign.

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**Background:**

When the owners of Altitude Chophouse and Brewery were awarded their Bar & Grill license in 2015, they included Karen J. Robillard as an owner of that license. Therefore, they are now adding Karen J. Robillard to the ownership of their Microbrewery License. The application documentation appears to be complete. All required attachments have been received by the City. Wyoming Liquor Division has received the application documents for review and approved [W.S. 12-4-104(d)]

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**Legal/Statutory Authority:**

W.S. 12-4-101, 12-4-601 through W.S. 12-4-603, LMC Sections 5.09.125 through 5.09.18.

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**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$1,500.00	
Grants for Projects		
Loans on Project		
Other		
Total	\$1,500.00	

**Responsible Staff:**      City Clerk

Public Hearing Held: April 5, 2016

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

**To be completed by the City/Town or County Clerk:**

Date Filed With Clerk: 3 / 16 / 16

	<b>Annual Fee</b>	<b>Prorated Fee</b>
Basic Fee:	\$ <u>1500.00</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	
Total License Fee Collected	\$ <u>100.00</u>	\$ _____
Publishing Fee Collected:	\$ <u>Will bill from newspaper charge</u>	

Publishing Direct Billed:

Advertising Dates (2 wks): 3/19/16 + 3/26/16

Hearing Date: 4 / 5 / 2016

LICENSE TERM: 5 / 8 / 2016  
Month Day Year

Through: 5 / 7 / 2017  
Month Day Year

A copy must be immediately forwarded to:  
 State of Wyoming Liquor Division  
 6601 Campstool Rd.  
 Cheyenne WY 82002-0110

Formerly Held by: Gregory R Smith

Applicant: Gregory R Smith and Karen J Robillard

Trade Name (dba): Altitude Chophouse & Brewery

Premise Address: 320 S 2<sup>nd</sup> Street  
Number & Street

Laramie WY 82070 Albany  
City County State Zip

Mailing Address: 320 S. 2<sup>nd</sup> Street  
Number & Street or P.O. Box

Laramie WY 82070  
City State Zip

Business Telephone Number: (307) 721-4031

Fax Number: (307) 721-4032

E-Mail Address: Karenr@vcn.com

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

<p><b>FILING FOR</b></p> <p><input type="checkbox"/> NEW  <input type="checkbox"/> TRANSFER LOCATION  <input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF <u>Laramie</u></p> <p><input type="checkbox"/> COUNTY OF _____</p> <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> INDIVIDUAL      <input type="checkbox"/> LLC  <input type="checkbox"/> PARTNERSHIP      <input type="checkbox"/> LLP  <input type="checkbox"/> CORPORATION  <input type="checkbox"/> LTD PARTNERSHIP  <input type="checkbox"/> ASSOCIATION  <input type="checkbox"/> ORGANIZATION</p>	<p style="text-align: center;"><b>TYPE OF LICENSE OR PERMIT</b> (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)  <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)  <input type="checkbox"/> COMBINATION ON/OFF PREMISE  <small>(BOTH BAR &amp; PACKAGE STORE)</small></p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE  <input type="checkbox"/> RESORT LIQUOR LICENSE  <input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB  <input type="checkbox"/> FRATERNAL CLUB  <input type="checkbox"/> GOLF CLUB  <input type="checkbox"/> SOCIAL CLUB</p> <p><input checked="" type="checkbox"/> MICROBREWERY  <input type="checkbox"/> WINERY  <input type="checkbox"/> DISTILLERY SATELLITE  <input type="checkbox"/> WINERY SATELLITE  <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>WHEN DO YOU OPERATE?</b></p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED  <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)  <input type="checkbox"/> SEASONAL/PART-TIME  <small>(specify months of operation)</small>          from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)  <u>Monday - Saturday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)  <u>11 am - Midnight</u></p>
---	--	---

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)  
34' x 25'4" room abutting the center of the south wall of first floor of building.

(b) If Winery or Microbrewery, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)  
MFG: 15'x23' room abutting the center of south wall of 1<sup>st</sup> floor of building.

(c) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:  
All lots 1,2,3, Block 199, City of Laramie, formerly town of Laramie, Albany Co, WY 82070. Zoned BC.

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the building in which sales room is located?  YES (own)  
 YES (lease)

(2) LEASE the building in which sales room is located?

(A) DATE lease expires \_\_\_\_\_ located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.  
 (B) Provision for SALE of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?  YES  NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: \_\_\_\_\_
5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)  YES  NO  
If "YES", explain: Smith and Robillard are officers of 1<sup>st</sup> Street Station, Inc., a corp. owning a retail liquor license.
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE:**

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a)  YES  NO

**RESORT LICENSE:**

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

**MICROBREWERY LICENSE:**

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO
- (a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  
 BAR AND GRILL  MICROBREWERY  WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division)  YES  NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division)  YES  NO

**WINERY LICENSE:**

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO
- (a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  
 BAR AND GRILL  MICROBREWERY  WINERY

**LIMITED RETAIL (CLUB) LICENSE:**

13. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

14. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):
- (a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

**15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?  
**(THE PETITION MUST BE ATTACHED TO APPLICATION)**  YES  NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

**16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):**

- (a) Do you have more than fifty (50) bona fide members?  YES  NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

**17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)**  
Each individual or partner must complete this section.

**If the applicant is filing as a Club:**  
Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?		Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES	NO	YES	NO	YES	NO
Gregory R Smith	2/27/62	503 E Park Ave Laramie, WY 82070	307-742-9127	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Karen J Robillard	12/19/70	503 E Park Ave Laramie, WY 82070	307-742-9127	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

**(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)**

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES	NO	YES	NO
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

**OATH OR VERIFICATION**

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

SS.

COUNTY OF Albany

Before Me, Katie M Babbitt, (specify)  
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for  
Albany County, State of Wyoming, personally appeared

Gregory Smith and Karen Robillard name he/she being first duly sworn  
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



1. [Signature]  
2. [Signature]  
3. \_\_\_\_\_  
4. \_\_\_\_\_

My Commission expires: Dec. 4th 2019

Witness my hand and official seal:

Katie M Babbitt  
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: March 16, 2016

**REQUIRED ATTACHMENTS:**

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

**ADVERTISING REQUIREMENTS W.S. 12-4-104(a):**

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Accl.:		

# letter

from Altitude Chophouse & Brewery

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320 S. 2nd Street, Laramie, Wyoming 82070 • (307) 721-4031

March 15, 2016

Tom Montoya  
Kelly Hunt  
Wyoming Liquor Division  
6601 Campstool Rd.  
Cheyenne, WY 82002

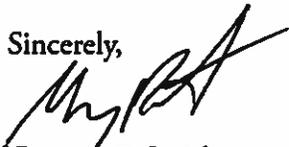
Dear Tom and Kelly,

We are submitting a new Microbrewery license application for Altitude Chophouse & Brewery, to replace our existing Microbrewery license. With this new application, we are adding Karen J Robillard's name to the Applicant line, along with my name, Gregory R Smith.

This change will make our Microbrewery license identical to our current Bar & Grill license.

Feel free to contact me if you have any questions.

Sincerely,

  
Gregory R Smith  
Altitude Chophouse & Brewery





First Interstate Bank  
221 Iverson Street  
P.O. Box 1307  
Laramie, WY 82073-1307  
307-721-4600  
www.firstinterstatebank.com

16 March 2016

**Altitude Chophouse & Brewery**

**Greg Smith & Karen Robillard**

**320 S. 2<sup>nd</sup> Street**

**Laramie, WY 82070**

To, whom it may concern-

The intent of this letter is to inform you that Altitude Chophouse & Brewery has been a client of First Interstate Bank since 2013. They currently maintain loan and deposit balances, and all accounts have performed as agreed. Altitude Chophouse & Brewery is considered in good standing, and remains in very stable financial condition with an excellent reputation.

Should you have any further questions, please feel free to contact me using the information below. Thank you.

Regards,

A handwritten signature in black ink, appearing to read 'Drew Johnson'.

**Drew Johnson**

**Commercial Loan Officer**

**P: 307-721-4647**

**drew.johnson@fib.com**

# letter

from Altitude Chophouse & Brewery

320 S. 2nd Street, Laramie, Wyoming 82070 • (307) 721-4031

March 15, 2016

Angie Johnson, City Clerk  
City Council Members  
Laramie City Hall  
406 Iverson Ave  
Laramie, WY 82070

Dear City Clerk and Members of the City Council,

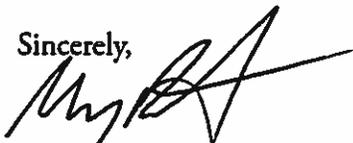
Altitude Chophouse & Brewery is currently undergoing renovations to upgrade its dining and bar spaces. The renovated bar is identical to our old space, with the exception of a 3'5" addition on the north side of the bar space. The perimeters of the bar within the restaurant are highlighted on the attached floor plan.

The bar will be surrounded by floor to ceiling steel columns and 54" wooden walls. These walls are the same height as our past bar walls and they fully separate the dispensing area from the dining room.

Our Microbrewery manufacturing room is not undergoing renovations, therefore there are no changes on the floorplan to this area.

We are looking forward to sharing an exciting new restaurant with the Laramie community in the upcoming weeks. Please feel free to contact us if you have any questions.

Sincerely,

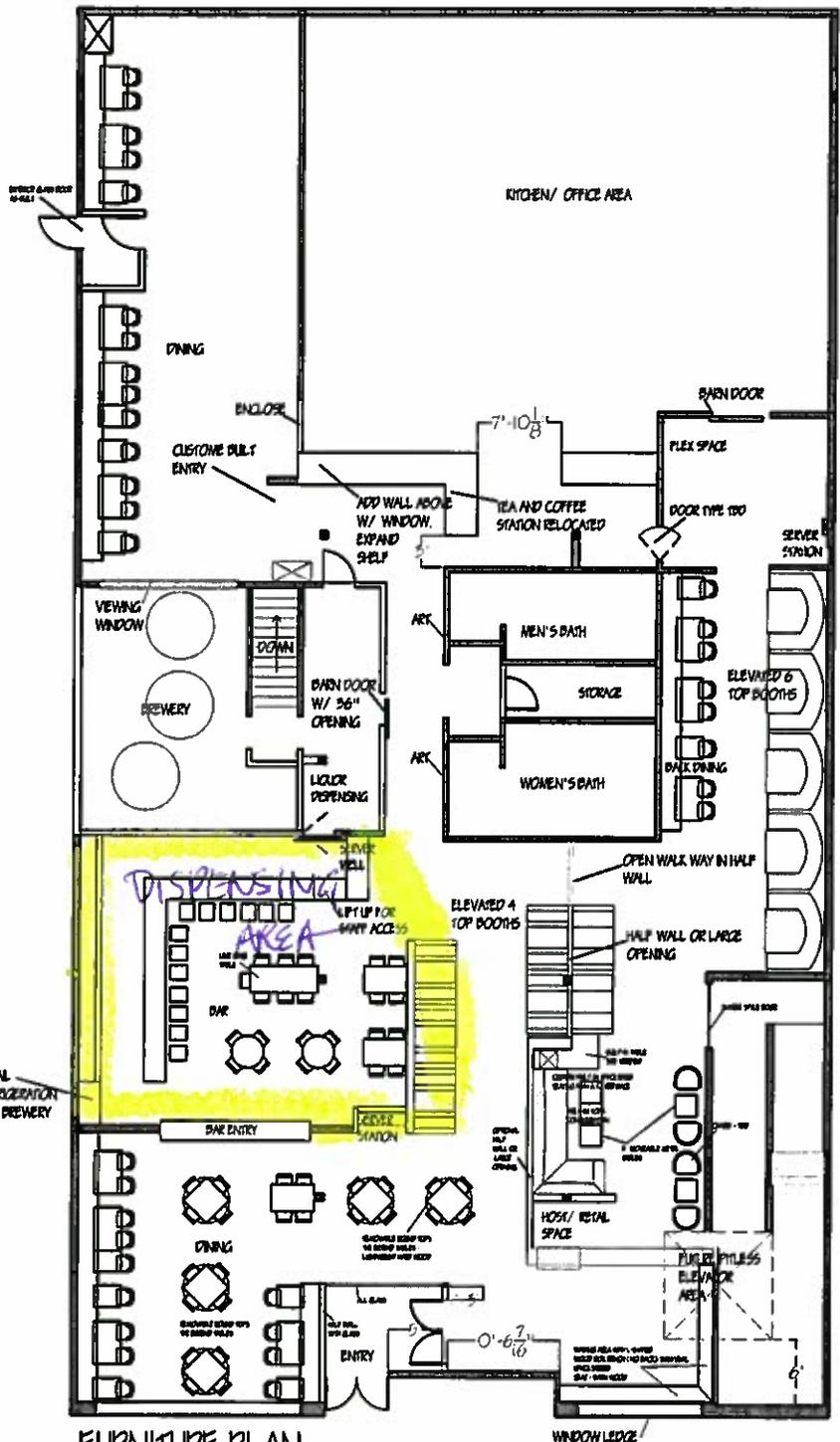


Gregory R. Smith



Karen J Robillard





FURNITURE PLAN  
 1/2" = 1'

NOTE: THIS PLAN DOES NOT INCLUDE THE KITCHEN OR OFFICE AREA. THE BACK AREA IS STILL TYP.

**CITY OF LARAMIE COUNCIL REGULAR MEETING      April 5, 2016**



**Agenda Item: Minutes**

**Title: Minutes of the March 9, 2016 Parks, Tree and Recreation Advisory Board**

**Recommended Council MOTION:**

I move that Council acknowledge receipt of the Minutes from the March 9, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board and the following recommendations be approved as indicated: 1) To approve the minutes from the February 10, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. 2) To approve the MOU between City of Laramie, Wyoming and the University of Wyoming Art Museum for the provision of the “Love Motel for Insects and Pollinator Garden.” 3) To approve the Lease Agreement between the City of Laramie and Action Resources International for a term of 5 years at Fort Sanders building. 4) To approve the facility use agreement between Ivinson Memorial Hospital and the City of Laramie for the provision of physical therapy and personal training services for patients. 5) To approve the facility use agreement between Open School and the City of Laramie for the provision of group swim lessons. 6) To approve the facility use agreement between Wyoming Technical Institute and the City of Laramie for the provision of access to the Laramie Community Recreation Center for students. 7) To approve the MOU between Laramie Colts Baseball Club and the City of Laramie or the provision of use of Cowboy Field for the 2016 season

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**Administrative or Policy Goal:**

Council Goals: Maintain Laramie’s Safe, Healthy Environment and Ensure Adequate Resources to Protect General Welfare Preserve Park Land, Open Space and Public Trails for Future Generations.

Comprehensive Plan: Chapter 4 Parks & Recreation.

Department Objective: Provide quality parks and recreation opportunities for residents and visitors to the City; Develop infrastructure to enhance existing parks and recreation facilities and amenities for residents and visitors to the City.

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**Background:**

Minutes from the March 9, 2016 Parks, Tree and Recreation Advisory Board meeting.

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**Legal/Statutory Authority:**

N/A

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**BUDGET/FISCAL INFORMATION:**

**REVENUE**

N/A

**EXPENSE**

N/A

**Responsible Staff:**

Todd Feezer, Director  
Parks & Recreation Department

Future dates are subject to change

Work Session	Click here to enter a date.
Advertised	Click here to enter a date.
Public Hearing Held	Click here to enter a date.
Pub. Hearing Advertised	Click here to enter a date.
Introduction/1 <sup>st</sup> Reading	Click here to enter a date.
2 <sup>nd</sup> Reading	Click here to enter a date.
3 <sup>rd</sup> Reading	Click here to enter a date.
	Click here to enter a date.

Attachments: Minutes from the March 9, 2016 Parks, Tree and Recreation Advisory Board meeting.

**CITY OF LARAMIE**  
**PARKS, TREE & RECREATION ADVISORY BOARD**

March 9, 2016  
Minutes of Meeting

MEMBERS PRESENT: Chris Dixon, Marius Favret, Larry Foianini, Jacque Stonum, Helen Coates

MEMBERS NOT PRESENT: Steve Ropp, Dave Hammond, Amy Williamson

COUNCIL LIASON: Paul Weaver

GUESTS: Paula Wilson-Cazier, Alisha Bunker, Dan McCoy, Sarah Crank, Tyler Carroll, Illegible Name

CITY OF LARAMIE STAFF PRESENT: Todd Feezer, Parks & Recreation Director; Jodi Guerin, Recreation Manager, Scott Stevenson, Facilities Supervisor, Keith Wardlaw, Mosquito Supervisor, Loni Wilson, Parks Crew Leader, Julie McGee, Account Clerk

The regular meeting was called to order by Madam Chair Jacque Stonum at 6:30 pm.

Consent Agenda:

1. To approve the minutes from the February 10, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (Feezer, pages 2-5)
2. To approve the MOU between City of Laramie, Wyoming and the University of Wyoming Art Museum for the provision of the "Love Motel for Insects and Pollinator Garden." (Feezer, pages 6-14)
3. To approve the Lease Agreement between the City of Laramie and Action Resources International for a term of 5 years at Fort Sanders building. (Stevenson, pages 15-51)
4. To approve the facility use agreement between Ivinson Memorial Hospital and the City of Laramie for the provision of physical therapy and personal training services for patients. (Guerin, pages 52-60)
5. To approve the facility use agreement between Open School and the City of Laramie for the provision of group swim lessons. (Guerin, pages 61-69)
6. To approve the facility use agreement between Wyoming Technical Institute and the City of Laramie for the provision of access to the Laramie Community Recreation Center for students. (Guerin, pages 70-78)
7. To approve the MOU between Laramie Colts Baseball Club and the City of Laramie or the provision of use of Cowboy Field for the 2016 season (Guerin, pages 79-88)

Motion by Favret, seconded by Foianini, that the consent agenda be approved and that each specific action on the consent agenda be approved as indicated within the staff reports. (Items listed on the consent agenda are considered to be routine and will be enacted by one motion in the form listed above. There will be no separate discussion of these items unless a Board Member or citizen so requests, in which case the item will be removed from the consent agenda to the regular agenda.) Motion carried 5-0.

Regular Agenda:

1. Training and Orientation on Wyoming Open Meetings Act and Public Records Act presented by Paula Wilson-Crazier.
2. Approval of Resolution AB2016-23, authorizing the submission of a Make-A-Splash grant for 2016 to support swim lessons scholarships for disadvantaged youth.

Motion by Favret, second by Coates. Motion carried 5-0.

3. Approval of Resolution AB2016-24, updating the 2015 Parks & Recreation Master Fee Schedule as presented.

Favret asked why the senior citizens discount age is set at age 60 when many agencies use anywhere from 62-70 as their standard. Could raising the senior citizen discount age increase revenue? Guerin responded that she would do some research on the matter and report to the Board at a later date with her findings.

Public Comment: Alisha Bunker addressed the Board with her concerns that the fee schedule is too high. She has a background as a fitness instructor and is currently a fitness instructor at the Laramie Community Recreation Center. She gave multiple examples of ways that other recreation centers in other communities such as Longmont, Colorado have set their fees and suggested that further research into a better plan would be beneficial.

The Board asked more specific questions in regards to her understanding of the fee schedules in these other centers.

Guerin added that a survey is being conducted to determine the community's perception of the Recreation Center. Fioanini asked Guerin how we compare with other communities that are comparable to the City of Laramie. Guerin responded that in her opinion, we are comparable. Feezer pulled up pricing from a center in Longmont, Colorado and related some rates and all were higher than Laramie. Stonum stated that she would like to see us move to membership rates that would simplify the system and possibly include fitness program fees with membership.

Motion by Favret, second by Coates. Motion carried 5-0.

4. Approval of Resolution AB2016-25, University of Wyoming Bike Friendly Designation and consideration of a motion to support the University of Wyoming's Bicycle Pedestrian Safety Committee and the Campus Sustainability Class's investigation into becoming a "Bicycle Friendly Community"

Presentation made by Dan McCoy. McCoy gave an explanation of the program and what a distinction it is for a community to be listed as a Bicycle Friendly Community by the League of American Bicyclists. McCoy brought three people in support of the project.

Favret commented that he felt it was a positive move by the City to add bicycle racks to the downtown community. McCoy explained that UW has a standard that has been in place for the look and construction of the racks on campus which restricted them from having racks similar to those downtown. He commented while the racks downtown are very nice, they do hold as many bikes as they wanted their bike racks to hold.

Dixon brought up issues with bicyclists causing problems for pedestrians. McCoy commented that Laramie is rated as one of the top 10 cities for bicycle use in cities our size. Weaver asked if UW could use the data they have obtained to determine what areas are good for biking. Discussion continued on the subject of dismount zones. McCoy responded that a good example is Grand Avenue. Biking in his opinion, should not be allowed on Grand Avenue.

Feezer agreed to prepare a Resolution on the project for City Council.

Motion by Foianini, second by Coates. Motion carried 5-0.

5. Approval of the 2016 City of Laramie West Nile Prevention Plan.

Foianini opened the discussion asking about Risk Level 3 and whether they will continue to use Permethrin? Wardlaw responded that they would continue to use Permethrin but the method of its use will change. Stonum asked if we have ever reached a Risk Level 2. Wardlaw said we have reached Risk Level 2, but we have never reached Risk Level 3.

Motion by Foianini, second by Favret. Motion carried 5-0.

6. Approval of the submission of an application to Wyoming Department of Agriculture for an Emergency Insect Management Grant.

Wardlaw told the Board that the first deadline for the grant submission had passed but there is a second deadline, March 25, 2016. He will complete the grant application and submit it for this biennium budget.

Favret asked if the grant will only fund provisional staff. Wardlaw gave a brief list of things they could not use the money for which included full time staff. Stonum asked if the amount of the grant is comparable to past grants. Wardlaw responded that it was approximately 10,000 less than those they applied for 4-5 years ago.

Motion by Foianini, second by Favret. Motion carried 5-0.

7. Annual Greenhill Cemetery Report presented by Loni Wilson, Parks Crew Leader.

Favret asked if she had any idea of the life expectancy of the cemetery. Wilson responded that there are so many variables that she could not give any sort of time frame. She did say that there is an undeveloped area owned by the Catholic Church in the Cemetery that can eventually be purchased and developed. Foianini commented that he thinks the Greenhill Cemetery Facts and Tidbits in the P&R News is fantastic. He asked where she gets the stories for the write up. Wilson said she uses the Walking Brochure that was created years ago for much of what she submits. Wilson was asked if there had been any decision made on what to do regarding the Willett entrance to the Cemetery. Wilson said that the last update she had was that consideration was being given to removing parking spaces on each side of the entrance to allow for safer access. Feezer said he would follow up to determine if there has been a decision made and what the plan might be.

#### **Staff Reports FYI:**

Wardlaw presented Parks Division Staff updates to the Board.

Guerin presented the Recreation Division staff report to the Board.

Favret had questions regarding the agreement with WyoTech and LCCC and the Recreation Center gave them a different option than they do business employee groups. Guerin gave an explanation.

Foianini asked whether a refund be given at the end of the year if they do not use the full amount.

Guerin stated that she is confident they will use the entire amount but if they do not, the remaining balance will be carried forward to the next year. Her plan is to contact them when/if the balance on their account dips below 1,000 users to ask if they want to renew.

Stevenson presented the Facilities Division staff report to the Board.

Foianini inquired whether the new sauna and steamer is getting used. Stevenson said that people are using it and he is very pleased with the UV that was recently installed.

#### **Other Business:**

Coates wanted to discuss her issues with the article "Local risk of Zika Currently Low, but Infection Risk Possible" in the Laramie Boomerang March 9<sup>th</sup>, 2016, in which Keith Wardlaw, Mosquito Supervisor, gave an interview. Coates was disappointed that Wardlaw did not take the opportunity to bring up medical issues. Coates was encouraged by other Board members to consider writing a letter reflecting her *personal, not board*, views regarding the need for more reporting on the medical side of the Zika problem.

#### **New Business:**

Feezer announced the resignation of Board member, Jamie Le Jambre. La Jambre's term ends December 2016. Feezer said he would be open to names from the Board. Favret suggested a review of the previous list of names submitted. Weaver agreed. Foianini suggested putting an ad in the Boomerang.

Stonum opened discussion regarding the planning of a retreat for Board members to review their goals. Feezer suggested he host the meeting at the Recreation Center and offered to provide the meal. Feezer suggested they use the next AB Meeting date of April 13<sup>th</sup>. Stonum said she would send out an email and they would come up with a date.

#### **Public Comments:**

Alisha Bunker spoke again on the matter of membership fees at the Recreation Center. She wanted to emphasize that we are the only facility in Laramie that offers child care. Would it be possible to open up the room and make it larger to accommodate more children? Dixon asked if the Recreation Center would

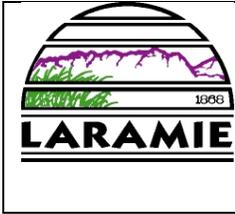
consider using students in sororities during the summer months as volunteers in the area of child care. He stated that education students struggle with meeting class requirements. If we could use them, it would save the Recreation Center money and at the same time help meet their class requirements. Guerin responded that she would need more information on the matter before committing. She suggested they consider volunteering for Freedom Has a Birthday.

Meeting adjourned at 8:44 pm.

Respectfully Submitted,

/S/ Julie McGee  
Account Clerk  
City of Laramie

# CITY OF LARAMIE COUNCIL REGULAR MEETING April 5, 2016

**Agenda Item: Resolution**

**Title:** Laramie Recreation Center and Ice & Event Center Master Fee Schedule Annual Amendment

**Recommended Council MOTION:**

I move to Approve Resolution 2016- updating the 2015 Parks and Recreation Master Fee Schedule as presented and authorize the Mayor and Clerk to sign.

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**Administrative or Policy Goal:**

Department Goal: Maintain an up to date fee structure that supports Recreation programming at a reasonable cost recovery level.

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**Background:**

On June 16, 2015 the Laramie City Council adopted an annual Master Fee Schedule adjustment and requested that the update for 2016 occur prior to budget adoption for the upcoming fiscal year. As part of on-going evaluation of fees and programs staff have identified the following items that should be amended in the Master Fee Schedule for 2016.

This year in preparation for the Master Fee Adjustments staff have reviewed membership structure and fees for other similar facilities in our region. Also, when the Recreation Center Fees were originally developed, the consulting firm of Ballard King and Associates advised on the structure and approach in order to develop a sustainable revenue structure. In considering adjustments this year, Ken Ballard provided input regarding current trends and made recommendations for strategies to maintain sustainable revenue. In preparation for next year's update staff will research some new concepts including:

- “Non-expiring” memberships paid by EFT.
- Considering a fee increase for memberships every two years.
- Consider a month to month membership program with a thirty day cancellation policy.
- Integrating fitness as a member benefit.

Although staff is not recommending an increase to membership fees at this time, several of the recommendations are being researched further and may be presented for consideration at a future date. For this revision, the following more minor adjustments are being recommended for implementation in conjunction with the Summer Program Guide.

1. Adjust the childcare fees to \$4.00/hour, eliminating the non-member option due to lack of use and add an “additional child” fee of \$2.00/hour.
2. Adjust the drop in fitness class rate for non-member price to \$8/class to encourage membership consideration.
3. Add a one month membership option at \$70/month.

4. Removal of the permanent exception to rental fees for the County elections. This would instead be set at the request of the County for each election.
5. Retirees would be not be eligible for group discounts from the business from which they retired.
6. Separate indoor and outdoor triathlon rates to allow for less expensive indoor triathlons.
7. Remove some Red Cross Certification Classes due to discontinuation by Red Cross or lack of use.
8. Update the rental fee for roller and ice skates to better manage change in the cash drawers.
9. Increase the fee for skate sharpening to help manage volume.

**Legal/Statutory Authority:**

N/A

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$13,000.00	Additional revenue from skating admissions
Fees/Charges for Service	\$980.00	Additional revenue from SACC fee increase
Fees/Charges for Service	\$2,400.00	Additional revenue from YBT Fee change
Fees/Charges for Service		
Other		
<b>Total</b>	<b>\$16,380.00</b>	

**EXPENSE**

Source	Amount	Type
		No additional costs for these increases
Other		
<b>Total</b>	<b>\$0.00</b>	

**ATTACHMENTS:**

Resolution  
Master Fee Schedule

**Responsible Staff:**

Todd Feezer, Director, P&R Department, 721-5260, tfeezer@cityoflaramie.org  
Jodi Guerin, Recreation Manager P&R Department, 721-5259, jguerin@cityoflaramie.org

**RESOLUTION NO. 2016- \_\_\_\_**  
**A RESOLUTION AMENDING THE MASTER FEE SCHEDULE FOR THE PARKS  
AND RECREATION DEPARTMENT, WITH AN EFFECTIVE DATE OF  
AUGUST 23, 2016 AS INDICATED IN ATTACHMENT A.**

**WHEREAS**, various fees and charges have existed for recreation facilities and programs within the Parks and Recreation Department for many years, and these fees and charges have been modified at various times to address costs associated with providing these services, and;

**WHEREAS**, on June 16, 2015, the City Council approved a Resolution adopting a revised Master Fee Schedule for the Parks and Recreation Department with effective dates of August 17th, 2015 and October 1, 2015, and;

**WHEREAS**, on March 9th, 2016 the City Parks, Tree and Recreation Advisory Board reviewed and considered the revisions in Attachment A;

**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 Council hereby adopts and approves the amendment to the Parks and Recreation Master Fee Schedule marked as Attachment A, which is attached hereto and incorporated herein, and which shall become effective on August 23rd, 2016 as indicated in the attachment.

**PASSED AND APPROVED** this 5<sup>th</sup> day of April, 2016.

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David A. Paulekas, Mayor and President of the  
Laramie City Council

Attest:

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Angie Johnson, City Clerk

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY RECREATION CENTER</b>	<b>CHANGES EFFECTIVE MAY 23, 2016</b>
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	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
<b>DAILY ADMISSION - LCRC</b>					
Under 3	all	Free			
Child (3-12)	Resident	\$3.50			
	Non-resident	\$4.50			
Youth (13-18)	Resident	\$5.00			
	Non-resident	\$6.50			
Adult (19-59)	Resident	\$6.00			
	Non-resident	\$8.00			
Senior (60+)	Resident	\$5.75			
	Non-resident	\$7.50			
Shower		\$4.00			*Includes a towel!
Childcare - per hour	Member	\$3.50	\$2/hr add'l child	43% dec 2nd child	Change fees to simplify and make affordable for families with more than one child. 1 hr min/2 hrs max
	Non-member	\$5.00		Delete	
Indoor Playground ( <i>members only</i> )	Member	Free			Requires adult supervision
	Non-member	<i>Not available</i>			
Outdoor Pool - under 3		Free			
Outdoor Pool Youth (3-17)	Resident	\$3.00			
	Non-resident	\$4.00			
Outdoor Pool Adult (18-59)	Resident	\$4.50			
	Non-resident	\$5.50			
Outdoor Pool Senior (60+)	Resident	\$3.00			
	Non-resident	\$4.00			
<b>20 VISIT MULTIPLE PASS - LCRC</b>					
Under 3		FREE			**Not considered a membership for fee reductions or activities
Child (3-12)	Resident	\$52.50			25% discount off daily
	Non-resident	\$67.50			
Youth (13-18)	Resident	\$75.00			25% discount off daily
	Non-resident	\$97.50			
Adult (19-59)	Resident	\$90.00			25% discount off daily
	Non-resident	\$120.00			
Adults w/ disabilities	Resident	\$86.25			25% discount off daily
	Non-resident	\$112.50			
Senior (60+)	Resident	\$86.25			25% discount off daily
	Non-resident	\$112.50			

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY RECREATION CENTER</b>					<b>CHANGES EFFECTIVE MAY 23, 2016</b>	
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE		NOTES (informational only not set by policy)
<b>1 MONTH UNLIMITED PASS - LCRC</b>						**Considered a membership for fee reductions
Child (3-12)			\$45.00	NEW		Provides additional flexibility, without undermining memberships
Youth (13-18)			\$65.00	NEW		Provides additional flexibility, without undermining memberships
Adult (19-59)			\$77.00	NEW		Provides additional flexibility, without undermining memberships
Adults w/ disabilities			\$74.00	NEW		Provides additional flexibility, without undermining memberships
Senior (60+)			\$74.00	NEW		Provides additional flexibility, without undermining memberships
Household			\$142.00	NEW		Provides additional flexibility, without undermining memberships
<b>6 MONTH PASS - LCRC</b>						
Billing Convenience Fee	Monthly billing	\$1/monthly transaction				To cover the cost of billing for 6 month and annual passes billed monthly Incorporated into regular fees
Under 3		FREE				
Child (3-12)	Resident	\$67.00				
	Non-resident	\$98.00				
Youth (13-18)	Resident	\$109.00				
	Non-resident	\$156.00				
Adult (19-59)	Resident	\$234.00				
	Non-resident	\$364.00				
Adults w/ disabilities	Resident	\$130.00				
	Non-resident	\$187.00				
Senior (60+)	Resident	\$130.00				
	Non-resident	\$187.00				
Household	Resident	\$416.00				
	Non-resident	\$624.00				
Additional Member	Resident	\$15.00				
	Non-resident	\$15.00				

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

**LARAMIE COMMUNITY RECREATION CENTER**

**CHANGES EFFECTIVE MAY 23, 2016**

	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
<b>ANNUAL MEMBERSHIP - LCRC</b>					
Billing Convenience Fee	Monthly billing	\$1/monthly transaction			To cover the cost of billing for 6 month and annual passes billed monthly Incorporated into regular fees
Under 3		FREE			
Child (3-12)	Resident	\$93.00			
	Non-resident	\$130.00			
Youth (13-18)	Resident	\$156.00			
	Non-resident	\$218.00			
Adult (19-59)	Resident	\$338.00			
	Non-resident	\$473.00			
Adults w/ disabilities	Resident	\$187.00			
	Non-resident	\$260.00			
Senior (60+)	Resident	\$187.00			
	Non-resident	\$260.00			
Household	Resident	\$624.00			Up to 6 people in same house **unrelated individuals must show proof of residency
	Non-resident	\$873.00			
Additional Member	Resident	\$25.00			
	Non-resident	\$25.00			

**ADDITIONAL NOTATIONS AND DISCOUNTS - LARAMIE COMMUNITY RECREATION CENTER**

Elections held by the City or County governments at City Recreation Facilities shall not be charged rental fees--Delete

Albany County Residents are eligible for resident rates

Household includes up to six household members living in the same house - may be required to show proof of residence. Each additional household member is charged an additional \$25 for annual pass and \$15 for six month pass.

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY RECREATION CENTER</b>	<b>CHANGES EFFECTIVE MAY 23, 2016</b>
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	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
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<b>GROUP/CORPORATE DISCOUNTS:</b>
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	10% discount for 20 to 30 annual or six month memberships
	15% discount for 31 to 40 annual or six month memberships
	20% discount for 41 or more annual or six month memberships
	20% discount for all benefitted or non-benefitted City of Laramie and Albany County Non-Profit employees for annual or six month memberships.
	<i>Individuals must be CURRENT employees of the discounted organization, retirees are not eligible for previous employer discounts. Members must provide proof of employment annually. Available to businesses and organizations located within Albany county. All group/corporate memberships must be paid in full or paid by ACH/ACC from the individual member's checking, credit card, or debit account on the 2nd of each month. Group memberships do not automatically review. All group/corporate membership discounts will be in effect for 12 months based upon the number of memberships on July 1st of each year.</i>

<b>VISITING GROUPS/TEAM RATES: (Scout troops, visiting sports teams, convention attendees, church youth groups, etc.)</b>
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The resident daily rate may be given as a group discount to any visiting non-resident, team or official group with more than 10 group members	Available to organized groups or teams that come into the Recreation Center together for a daily use. *ONLY AVAILABLE FOR DAILY ADMISSION* If the majority of the group age is under 14 years, Chaperones are allowed free admittance, at a 1 to 5 student ratio maximum. Group must make one single payment & enter together.
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<b>EQUIPMENT RENTALS - LCRC</b>					
Daily use locks	all	\$0.50			To prevent theft
Small lockers/month	Member	\$8.00			Taxable fee
	Non-member	n/a			
Large lockers/month	Member	\$10.00			Taxable fee
	Non-member	n/a			
Croquet Set	Member	\$3.00			Taxable fee
	Non-member	\$3.50			
Flag Football Set	Member	\$13.00			Taxable fee
	Non-member	\$16.00			
Horseshoes Set	Member	\$3.00			Taxable fee
	Non-member	\$4.00			
Softball Set w/ Helmets	Member	\$15.00			Taxable fee
	Non-member	\$20.00			
Street Hockey Set	Member	\$15.00			Taxable fee
	Non-member	\$20.00			
Tug-o-War Rope	Member	\$5.00			Taxable fee
	Non-member	\$7.00			

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY RECREATION CENTER</b> <span style="float: right;"><b>CHANGES EFFECTIVE MAY 23, 2016</b></span>					
	<b>Qualifier</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>	<b>% CHANGE</b>	<b>NOTES (informational only not set by policy)</b>
Volleyball Set	Member	\$15.00			
	Non-member	\$20.00			<i>Taxable fee</i>
Deposit for Rented Equipment		\$25.00			<i>Taxable fee</i>
<b>FACILITY RENTALS - LCRC</b>					
<b>Parties</b>					
Birthday Party Package #1	Member	\$56.00			( 20% discount from individual pricing) 1 hr rm, 10 passes
	Non-member	\$60.00			
Birthday Party Package #2	Member	\$148.00			(20% discount from individual pricing) Host, 2 hr rm, 10 passes, 2 pizzas and drinks
	Non-member	\$156.00			
Birthday Party Package #3 *Custom*	Member	\$205.00			(20% discount from individual pricing) Host, 10 passes, 1/2 gym 2 hr w bounce house, 2 hr MP room, 2 pizza and drinks
	Non-member	\$222.00			
<b>Facilities</b>					
Conference Room/hr 57 person occupancy	Member	\$35.00			
	Non-member	\$40.00			
	Non-profit	\$20.00			
Kitchen/hr	Member	\$10.00			rented with front conference room
	Non-member	\$10.00			
Multi-purpose Room (1 or 2) /hr or 24 person occupancy, respectively	Member	\$35.00			
	Non-member	\$40.00			
	Non-profit	\$20.00			
Full Multi-purpose/hr	Member	\$65.00			
	Non-member	\$75.00			
	Non-profit	\$40.00			
Full gym/hr	Member	\$60.00			
	Non-member	\$70.00			
One court/hr	Member	\$30.00			
	Non-member	\$35.00			
Floor covering - per 1/2 court / event	N/A	\$30.00			
Fitness Room/hr	Member	\$35.00			
	Non-member	\$40.00			
Full facility (excluding aquatics) per hour	Member	\$380.00			
	Non-member	\$420.00			

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY RECREATION CENTER</b> <span style="float: right;">CHANGES EFFECTIVE MAY 23, 2016</span>					
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
Stage - 2 hours ( per use)		\$100.00			
Damage Deposit	Per event	\$300.00			
Pool Shelter (sm or lg)	Member	\$35.00			
	Non-member	\$40.00			
<b>Any one pool area/hr</b>					
0-75 persons	Member	\$165.00			
	Non-member	\$185.00			
76-100 persons	Member	\$193.00			
	Non-member	\$215.00			
101-150 persons	Member	\$220.00			
	Non-member	\$245.00			
<b>Inflatable/hr (does not include pool or gym rental, a minimum of half the 8 lane must be rented for the aquatics inflatables or 1 court for dry-land)</b>					
Aqua Challenge or Fun Run (per hour for first hour)	Member	\$50.00			Must also rent half 8 lane pool.
	Non-member	\$60.00			
Additional Hour	Member	\$10.00			
	Non-member	\$10.00			
Jungle Gym or Trampoline (per hour for first hour)	Member	\$30.00			Must also rent half 8 lane pool.
	Non-member	\$40.00			
Additional Hour	Member	\$10.00			
	Non-member	\$15.00			
Dry-land Inflatable - per hr	Member	\$35.00			Bounce house, must also rent one court in the gym.
	Non-member	\$40.00			
<b>PROGRAMS</b>					
<b>AQUATICS</b>					
<b>EVENTS</b>					
Easter Egg Hunt	Member	N/C w admission			
	Non-member	N/C w admission			
Punkin Dunkin	Member	N/C w admission			
	Non-member	N/C w admission			
Dog Days (at Rec Center pool)	Member	\$3.00			
	Non-member	\$4.00			
Dog Days (at Wading pool)	Member	Free			
	Non-member	Free			

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY RECREATION CENTER</b> <span style="float: right;">CHANGES EFFECTIVE MAY 23, 2016</span>					
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
<b>GROUP SWIM LESSONS</b>					
<b>Learn To Swim</b>					
	Member	\$18.50			
Saturday lessons-4 classes	Non-member	\$24.00			
	Member	\$37.00			
Parent & Child - 8 classes	Non-member	\$48.00			
	Member	\$37.00			
Preschool - 8 classes	Non-member	\$48.00			
	Member	\$37.00			
Levels 1 - 5 - 8 classes	Non-member	\$48.00			
<b>PRIVATE SWIM LESSONS</b>					
	Member	\$18.00			
Private Swim Lessons - 1 person per 1/2 hr	Non-member	\$25.00			
	Member	\$60.00			
Package Private Swim Lessons - per 1 person per 1/2 hr (4 lessons)	Non-member	\$72.00			
	Member	\$100.00			
Package Private Swim Lessons - per 1 person, per 1/2 hr (8 lessons)	Non-member	\$124.00			
<b>SEMI-PRIVATE SWIM LESSONS</b>					
	Member	\$27.00			
Semi-Private Swim Lessons - per 2 person per 1/2 hr	Non-member	\$30.00			
	Member	\$90.00			
Package Semi-Private Swim Lessons - per 2 person per 1/2 hr (4 lessons)	Non-member	\$104.00			
	Member	\$160.00			
Package Semi-Private Swim Lessons - per 2 persons, per 1/2 hr ( 8 lessons)	Non-member	\$188.00			
<b>ACTIVITIES</b>					
Kayak practice/drop-in	N/A	N/C w admission			
Water Polo Drop-in	N/A	N/C w admission			
Water Polo per team (4 week League)	N/A	\$165.00			
Innertube Water Polo per team (6 week league)	N/A	\$75.00			
Innertube Water Polo per team (Tournament)	N/A	\$45.00			
<b>YOUTH PROGRAMS</b>					
<b>Athletics</b>					
Little Kickers (3-4 yr) and (5-6 yr)		\$45.00			
Little Sluggers		\$45.00			
Youth Volleyball		\$30.00			
Youth Basketball (Jr Cowboys/Cowgirls)		\$45.00			

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

LARAMIE COMMUNITY RECREATION CENTER					CHANGES EFFECTIVE MAY 23, 2016
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
Youth Football (Jr. Cowboys)		\$45.00			
YBT - earlybird registration by March 1		\$150.00			
YBT - registration after March 1		\$175.00			
<b>SACC Programs</b>					
Kid's Night Out	Member	\$10.00			
	Non-member	\$12.00			
Teen Night	all	\$5.00			
Full Day SACC	all	\$32.00			
Half Day SACC	all	\$16.00			
SACC	Cal 1-Weekly	\$75/\$80			Fee pd before 5th of month/fee paid after 5th of the month**Those qualifying for DFS Subsidy are exempt from this schedule. We will accept DFS Payment for services
	Cal 1-Daily	\$16/\$18			
	Cal 2-Weekly	\$42/\$46			
	Cal 2-Daily	\$9/\$10			
	Cal 3-Weekly	\$26/\$30			
	Cal 3-Daily	\$5.50/\$6.25			
	Re-schedule fee	\$20.00			
Summer Clubs	1/2 day Cal 1	\$65.00			7:30-12:30/12:30-5:30
	1/2 day Cal 2	\$50.00			
	1/2 day Cal 3	\$35.00			
	Full day Cal 1	\$125.00			7:30am - 5:30pm
	Full day Cal 2	\$100.00			
	Full day Cal 3	\$75.00			
<b>Safety Programs</b>					
Safely Riding in the Community	all	\$10.00			Coordinated with PD
Bicycle Safety	all	\$10.00			Coordinated with PD
<b>ADULT PROGRAMS</b>					
<b>ATHLETICS</b>					
<b>Softball</b>					
Men's per Team w Tournament	2 umps	\$500.00			10 gm w double elimin
Women's per Team w Tournament	2 umps	\$500.00			10 gm w double elimin
Co-ed w Tournament	2 umps	\$500.00			10 gm w double elimin
<i>*NO ASA membership for all leagues</i>					

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY RECREATION CENTER</b>						<b>CHANGES EFFECTIVE MAY 23, 2016</b>
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE		NOTES (informational only not set by policy)
<b>Volleyball</b>						
	Co-ed, Women's Volleyball per team	\$180.00				10 gm w double elimin
	Sand Volleyball per 4 player team (Men's, Women's, & Co-Ed)	\$150.00				
<b>Kickball - per team</b>						
		\$120.00				
<b>Pickle Ball</b>						
	League pickle ball, per team	\$120.00				10 gm w double elimin
	Drop in play	Member	N/C w admission			
		Non-member	N/C w admission			
<b>Adult Basketball</b>						
	Rec A (Competitive) per team	\$500.00				w Ref's
	Rec B per team	\$500.00				w Ref's
	Women's per team	\$500.00				
	Technical "Fine"	\$20.00				Charged when a Technical is given - can not play again until paid
<b>FITNESS CLASSES **Members Only= 6 month or annual pass holders</b>						<b>*Not available to Multi-Pass holders</b>
Fitness Class Per Class	Drop-In fee (space available)	Member	\$3.00			
		Non-member	\$6.00	\$8.00	34% inc.	Designed to encourage memberships
	6 Month Unlimited Fitness Package--(Members Only)	Member	\$132.00			
	12 Month Unlimited Fitness Package--(Members Only)	Member	\$237.00			
<b>PERSONAL TRAINING **Members Only=20 visit, 6 month or annual pass holders</b>						
Circuit Weight Orientation	Members	Free				
	Non-member	N/C w admission				
	Personal Trainer - 1 person/1 hr	Members only	\$30.00			
	Personal Trainer - 2 person/1 hr	Members only	\$40.00			
<b>EVENTS</b>						
<b>Outdoor Triathlon</b>						
Youth (8-17)	Member	\$45.00				Separate Outdoor Triathlon rates
	Non-member	\$55.00				
Adult	Member	\$65.00				
	Non-member	\$75.00				
Relay Team	Member	\$115.00				
	Non-member	\$125.00				

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER					CHANGES EFFECTIVE MAY 23, 2016	
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)	
<b>Indoor Triathlon</b>					Separate Outdoor Triathlon rates from Indoor rates	
	Member		\$20.00	New		
Youth (8-17)	Non-member		\$25.00	New		NEW
	Member		\$25.00	New		
Adult	Non-member		\$30.00	New		NEW
<b>General--Training</b>						
	Member	\$80.00				
Red Cross for Baby sitters	Non-member	\$85.00			Min 4 participants-- includes Waterpark	
	Member	\$85.00				
Junior Lifeguard class	Non-member	\$95.00			Min 3 participants	
	Member	\$200.00				
Lifeguard with Waterpark	Non-member	\$225.00			Remove Waterpark	
	Member	\$125.00				
Lifeguard Review	Non-member	\$135.00			Min 1 participants	
	Member	\$260.00				
WSI	Non-member	\$285.00			Min 3 participants	
	Member	\$500.00				
Lifeguard Instructor	Non-member	\$540.00			Min 3 participants	
	Member	\$30.00				
Oxygen Administration	Non-member	\$35.00			Min 3 participants	
	Member	\$65.00	NA	Delete		
First Aid/CPR & AED-Adult	Non-member	\$70.00	NA	Delete	Delete for lack of use	
	Member	\$70.00	NA	Delete		
First Aid/CPR & AED-Adult/Child	Non-member	\$75.00	NA	Delete	Delete for lack of use	
	Member	\$75.00				
First Aid/CPR & AED-Adult/Child/Infant	Non-member	\$80.00			Min 3 participants	
	Member	\$45.00				
First Aid	Non-member	\$50.00			Min 3 participants	
	Member	\$65.00	NA	Delete		
CPR Pro & Health	Non-member	\$70.00	NA	Delete	No longer offered by Red Cross	
	Member	\$45.00	NA	Delete		
CPR Pro & Health-Review	Non-member	\$50.00	NA	Delete	No longer offered by Red Cross	
	Member	\$70.00				
Safety Training for Swim Coaches	Non-member	\$75.00				

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY ICE AND EVENT CENTER</b>				<b>CHANGES EFFECTIVE MAY 23, 2016</b>	
	<b>Qualifier</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>	<b>% CHANGE</b>	<b>NOTES (informational only not set by policy)</b>
<b>DAILY ADMISSION</b>					
<b>**ALBANY COUNTY RESIDENTS = RESIDENT</b>					
Ages 5 & up	Resident	\$5.00			
	Non-resident	\$6.00			
Ages 3 & 4	Resident	\$2.50			
	Non-resident	\$3.00			
Senior Skate	Resident	\$2.50			
	Non-resident	\$3.00			
Half-price Skate	Resident	\$2.50			
	Non-resident	\$3.00			
Drop-in Figure Skate	Resident	\$7.00			
	Non-resident	\$8.00			
Drop-in Stick & Puck (18yrs +) 1 hr	Resident	\$7.00			
	Non-resident	\$8.00			
Drop-in Hockey (18yrs +) 1 hr	Resident	\$10.00			
	Non-resident	\$12.00			
Drop-in Curling	Resident	\$5.00			Limited sessions
	Non-resident	\$6.00			
<b>20 VISIT MULTIPLE PASS</b>					
<b>ALBANY COUNTY RESIDENTS = RESIDENT</b>					
Admission Only - all ages	Resident	\$75.00			(25% package discount)
	Non-resident	\$90.00			(25% package discount)
Drop-in Activities	Resident	\$105.00			(25% discount off daily)
	Non-resident	\$120.00			(25% package discount)
<b>ICE EQUIPMENT/SERVICES</b>					
Skate Rental - Public Skate	>age 4	\$2.25	\$2.50	12% inc.	includes tax adjustment to manage cash drawer
	age 4 and under	\$1.00			includes tax
Broomball Shoe Rental		\$2.50			includes tax
Ice Scooter Rental		\$2.50			during public skate times
Skate Sharpening - Overnight		\$5.00	\$7.00	40% inc.	Adjustment to manage volume
Music cutting/editing - per routine		\$15.00			
CD		\$4.72			\$5.00 total w tax
Dance Floor - per event		\$30.00			

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY ICE AND EVENT CENTER</b>				<b>CHANGES EFFECTIVE MAY 23, 2016</b>	
	<b>Qualifier</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>	<b>% CHANGE</b>	<b>NOTES (informational only not set by policy)</b>
<b>ICE PROGRAMS</b>					
<b>Skate Lessons (Learn to Skate)</b>					
per class rate					
All group lessons - learn to skate, freestyle, adult for each 15 minutes of instruction		\$3.00			per 15 minutes of class time, LTS includes 2 skate passes
Speed Skate Lessons per 1 hr session		\$4.00			
On Ice Conditioning per half hour session		\$6.00			
Certification Testing/level - per test		\$10.00			ISI - \$2.50/cert + staff
ISI Membership-added to LTS costs		\$15.00			
<b>Private Skate Lessons</b>					
Gold Level Instruction, one person per 1/2 hr		\$28.00			plus cost of skate admission
Novice Level Instruction, one person per 1/2 hr		\$25.00			plus cost of skate admission, mid-level cert. for instructor
Juvenile Level Instruction, one person per 1/2 hr		\$23.00			plus cost of skate admission, entry level cert for instructor
<b>Events/Leagues</b>					
Winter Ice Exhibition (Practice & Show)	Member	\$30.00			
Winter Ice Exhibition (Show)	Member	\$10.00			
Spring Ice Show (Practice & Show)	Member	\$40.00			Plus costume fee, 5 practices
Spring Ice Show (Show only)	Member	\$10.00			
Ice Races (single day 2 hr)	Member	\$15.00			cover cost of awards
Broomball Adult Co-ed per team		\$300.00			
Curling League - per team		\$300.00			
Turkey Curling (Tomspiel) per team		\$25.00			
Turkey Curling spectator w/can food		\$0.00			
<b>ICE AND EVENT CENTER RENTALS</b>					
<b>Parties</b>					
Birthday Party Package #1		\$105.00			(Fee changed from Rec Center to reflect 80% of actual cost) 2 hr rm, 10 passes, 10 gift bag passes)
Birthday Party Package #2		\$150.00			(Fee changed from Rec Center to reflect 80% of actual cost) Host, 2 hr rm, 10 ice passes, 10 hot dogs and drinks)
Add'l B-day Party Attendees		\$10.00			For each person over the initial 10--fee covers food/entrance/favors
<b>Misc.</b>					
Zamboni per cut		\$25.00			
<b>Ice Time per hour</b>					
Prime Time Mon-Sun (5 am - 11 pm)		\$165.00			
After hours rental - per hour		\$195.00			Special circumstances--Rec Mgr approval required
Contract Agreement users		\$150.00			Advisory Approved MOU commitment
Group Rentals	20-50 people	\$200.00			per hour, includes skates

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY ICE AND EVENT CENTER</b>				<b>CHANGES EFFECTIVE MAY 23, 2016</b>	
	<b>Qualifier</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>	<b>% CHANGE</b>	<b>NOTES (informational only not set by policy)</b>
	51-100 people	\$250.00			per hour, includes skates
	101+ people	\$250.00			per hour, includes skates - min. 2 hr rental
Albany County and K12 School Groups-not affiliated w ACSD #1 (Open School, CHC, etc.)	<26 people	\$100.00			first hour, \$50 each additional consecutive, includes skates
	26+ people	\$125.00			first hour, \$75 each additional consecutive, includes skates
<b>NON-ICE EVENT CENTER RENTALS W/O ALCOHOL</b>					
<b>Facility Rentals</b>					
Complete Center - 8am - 11pm per day	N/A	\$500.00			Day = 8 am to 11 pm
Complete Center - 8am - 11pm per hr		\$40.00			
11pm - 1am per hr		\$75.00			Pay FT MOD 1 1/2
Contract Agreement users		\$30.00			
Albany County and K12 School Groups-not affiliated w ACSD #1 (Open School, CHC, etc.)	<26 people	\$70.00			first hour, \$30 each additional consecutive, includes skates (Discount of approx 25% over regular cost)
	26+ people	\$95.00			first hour, \$30 each additional consecutive, includes skates (Discount of approx 25% over regular cost)
Public Events Charging Admission		*			*Greater of rental fees or 20% of gross receipts (10% for not-for-profit) net applicable fees
		*			
Lobby/Concessions per day	Member	\$200.00			Day = 8 am to 11 pm
Lobby/Concessions per hr	Member	\$20.00			
Meeting Room per hr		\$15.00			
Damage Deposit		\$300.00			
<b>Parties</b>					
Birthday Party Package #1		\$74.00			( 80% of actual cost) 2 hr rm, 10 passes, skates during public skate
Birthday Party Package #2		\$115.00			( 80% of actual cost) 2 hr rm, 20 passes, skates, during public skate
Birthday Party Package #3		\$195.00			( 80% of actual cost) Host, 2 hr full facility, 20 passes, bounce feature and skates, scooters or roller hockey) Private rink
Party Host		\$40.00			Add a party host for two hours to any package
Food for Add'l B-day Party Attendees		\$25.00			Pizza or hot dogs and drinks for 10 people

**EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE**

<b>LARAMIE COMMUNITY ICE AND EVENT CENTER</b>				<b>CHANGES EFFECTIVE MAY 23, 2016</b>	
	<b>Qualifier</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>	<b>% CHANGE</b>	<b>NOTES (informational only not set by policy)</b>
<b>NON-ICE CENTER RENTALS EVENT W/ ALCOHOL</b>					
Complete Center - 8am - 11pm per day	Member	\$600.00			Day = 8 am to 11 pm
Complete Center - 8am - 11pm per hr		\$50.00			
11pm - 1am per hr		\$85.00			Pay FT MOD 1 1/2 w/ Rec Mgr Approval only
Public Events Charging Admission	For Profit	*			*Greater of rental fees or 20% of gross receipts (10% for not-for-profit) net applicable fees
	Not for Profit	*			Day = 8 am to 11 pm
Lobby/Concessions per day	Member	\$300.00			
Lobby/Concessions per hr	Member	\$30.00			
Damage Deposit		\$400.00			
<b>OFF SEASON PROGRAMMING</b>					
Roller Hockey Drop In		\$4.00			1 hr session/drop in
Ages 5 & up	Resident	\$5.00			
	Non-resident	\$6.00			
Ages 3 & 4	Resident	\$2.50			
	Non-resident	\$3.00			
Skate Rental - Public Skate	>age 4	\$2.25	\$2.50	12% inc.	includes tax adjustment to manage cash drawer
	age 4 and under	\$1.00			includes tax

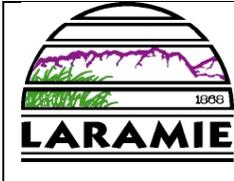
## CITY OF LARAMIE PARK FEES--Informational Only-Fees set by ordinance

CITY OF LARAMIE PARK FEES--Informational Only-Fees set by ordinance				
1st St. Plaza	Current Fee		Damage Deposit	Special Details
			multiple facilities or over 200 ppl=\$300	
Plaza	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Fire Pit	\$10/hour	\$5/hr thereafter	\$ 150.00	
Depot Park				
Shelter #1	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Parking Lot				
Harbon Park				
Park (playground)				
Kiowa Park				
Park (playground)				
Kiwanis Park				
Shelter #1 (restrooms, elec)	\$25/hr first 2 hours	\$5/hr thereafter	\$150 over 50 people	
Soccer #1	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer #2	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer #3	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
LaBonte Park				
Shelter #1 West (restrooms)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #2 East	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #3 South	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Skate Park	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Optimist T-ball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Kiwanis Baseball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Roney Baseball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
LaBonte Softball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
LaPrele Park				
Shelter #1 (restrooms, elec, BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #2	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	

Huck Finn Pond				
<b>LaRamie Park</b>				
Laramie Soccer Field #1	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Laramie Soccer Field #2	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
<b>Optimist Greenbelt</b>				
Greenbelt				
<b>Optimist Park</b>				
Shelter #1	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #3	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Trailhead				
<b>O'Dell Mini Park</b>				
Park (playground)				
<b>Sandy Aragon Softball Complex</b>				
Aragon East Softball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Aragon West Softball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
<b>Scout Park</b>				
Scout Soccer Field #1	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Scout Soccer Field #2	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
<b>Undine Park</b>				
Shelter #1 (restrooms, BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #2	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #3	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
BBQ Pit				
Tennis Courts	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Sand Volleyball Court	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Splash Pad	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
<b>Washington Park</b>				
Otto Dahl Shelter (restrooms, water, elec. BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	

Shelter #1 (elec, BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #2 (BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #3 (BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Basketball Court	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer Field #1	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer Field #2	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Horseshoe Pits	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Bandshell	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Sand Volleyball Court	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Wading Pool	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Softball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
<b>Little League Complex</b>				
Blue Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Gold Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Red Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Green Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
<b>UW Cowboy Field</b>				
Cowboy Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
<b>Misc. Permits</b>				
Open Container	\$25/event			
Noise				
Vending				

## CITY OF LARAMIE COUNCIL REGULAR MEETING      April 5, 2016



### **Agenda Item: Lease Agreement**

**Title:** A Lease Agreement between the City of Laramie and Action Resources International dba Feeding Laramie Valley

### **Recommended Council MOTION:**

I move to approve the Ft. Sanders Building Lease Agreement between the City of Laramie and Action Resources International dba Feeding Laramie Valley and authorize the Mayor and Clerk to sign.

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### **Administrative or Policy Goal:**

Council Goals: Maintain Laramie's Safe, Healthy Environment and Ensure Adequate Resources to Protect General Welfare Preserve Park Land, Open Space and Public Trails for Future Generations.

Department Objective: Provide quality parks and recreation opportunities for residents and visitors to the City; Develop infrastructure to enhance existing parks and recreation facilities and amenities for residents and visitors to the City.

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### **Background:**

The Fort Sanders building is an historic structure that was originally a barracks for soldiers at Ft. Sanders that was located just south of Laramie. The building was donated to the City, and was moved to LaBonte Park in approximately 1964. Ft. Sanders served as the Recreation Department administrative offices and program activity building from 1965 to approximately 1999. In 2001, the building was leased to the Wyoming Children's Museum and Nature Center until the lease was terminated by the Children's Museum in 2010.

Requests for Proposals for repurposing the building were issued in January of 2013 and three proposals were received. Proposals from Peak Wellness Center, Montessori Children's House Preschool, and Feeding Laramie Valley were reviewed and ranked by a team of City staff. The staff recommended that a possible partnership, suggested by Montessori Children's House Preschool, for shared use of the building between the Montessori Children's House Preschool and Feeding Laramie Valley be considered.

Both the Montessori Children's House, and Feeding Laramie representatives presented their proposals to the Advisory Board in February of 2013. The representatives briefly spoke of the challenges that a shared use of the building would present to both parties. The board directed that both parties meet with city staff to discuss shared use of the building. Because of the many potential conflicts and concerns brought up in this meeting staff recommended that each organization meet with their respective Boards and decide if they wanted to further pursue shared use, or if they would prefer to move forward with their original, sole use proposals.

On March 6, 2013 Feeding Laramie Valley contacted the City staff and the Montessori Children's House to inform all parties that they would be pursuing sole use of the building. To that end Feeding Laramie Valley submitted an updated proposal for sole use of the building, including a revised lease fee proposal.

The staff again conferred with the original members of the review panel after these developments, and the panel agreed that both organizations impacted the Laramie community in positive ways. However, in reviewing the overall reach of each organization, in terms of individuals directly impacted by their work, Feeding Laramie Valley clearly provided services to more Laramie citizens. In light of this, staff recommended that the Advisory Board accept the revised proposal from Feeding Laramie Valley.

Representatives from both organizations attended the March, 2013 Advisory Board meeting to answer any questions in reference to their proposals. After listening to both organizations' presentations and discussing the matter, the Advisory Board voted 6-3 to accept the revised proposal form Feeding Laramie Valley for the lease of the Fort Sanders Building.

The original Lease Agreement had a term of three years and is due to expire May 31, 2016. Per the agreement, Feeding Laramie Valley has provided written notice of their intention to extend the lease, and have requested that the term of the new lease be five years, expiring on May 31, 2021, and that the costs and obligations remain the same.

Parks and Recreation staff feel that Feeding Laramie Valley has followed through with their obligations under the agreement and have provided a great benefit to the citizens of Laramie.

**Legal/Statutory Authority:**

N/A

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$4,800.00	Annual Lease Fee @ \$400/Month
Grants for Projects		
Loans on Project		
Other		
Total	\$4,800.00	

**EXPENSE**

N/A

**Responsible Staff:**

Todd Feezer, Director Parks & Recreation Department, (307) 721-5260, [tfeezer@cityoflaramie.org](mailto:tfeezer@cityoflaramie.org)

Scott Stevenson, Facilities Maint. Mngr, Parks & Recreation Department, (307) 721-3585, [sstevenson@cityoflaramie.org](mailto:sstevenson@cityoflaramie.org)

Future dates are subject to change

Work Session	Click here to enter a date.
Advertised	Click here to enter a date.
Public Hearing Held	Click here to enter a date.
Pub. Hearing Advertised	Click here to enter a date.
Introduction/1 <sup>st</sup> Reading	Click here to enter a date.
2 <sup>nd</sup> Reading	Click here to enter a date.
3 <sup>rd</sup> Reading	Click here to enter a date.
	Click here to enter a date.

Attachments: Ft. Sanders Building Lease Agreement

**FT. SANDERS BUILDING LEASE  
BETWEEN CITY OF LARAMIE, WYOMING  
AND  
ACTION RESOURCES INTERNATIONAL**

1. **Parties.** This agreement is made and entered into this \_\_\_ day of May, 2016, by and between City of Laramie, Wyoming, a Wyoming municipal corporation (City), whose address is City Hall, 406 Ivinson Avenue, Laramie, Wyoming 82070 and Action Resources International, (Lessee), whose address is P.O. Box 536, 314 S. 3<sup>rd</sup> Street, Laramie Wyoming, 82073.

2. **Purpose of Lease.** City is the owner of the Ft. Sanders building at 968 N. 9<sup>th</sup> Street in LaBonte Park and desires to lease the premises described in Paragraph 3 to the not for profit organization Action Resources International to offer a variety of unique community based projects such as Feeding Laramie Valley and Foster Grandparents of the Wyoming Rockies, that seek to increase food security and general public health and wellness in Albany County. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

3. **Land Description.** The premises consist of a building located at 968 North 9<sup>th</sup> Street hereinafter referred to as Ft. Sanders building in Albany County as depicted in Exhibit A, which is attached hereto and incorporated herein, which is owned by the City.

4. **Term of Lease.** City agrees to lease to Lessee the premises for a term of five (5) years commencing on June 1, 2016 to May 31, 2021, or until terminated as provided in this lease agreement, on the terms and conditions set forth in this Lease.

5. **Payment.**

5.01. Lessee agrees to pay City the sum of four hundred dollars (\$400.00) per month as rental for the premises.

5.02. Payment by Lessee to City is due and payable in two (2) equal semi-annual installments of two thousand four hundred dollars (\$2,400.00) each, payable on or before June 1st and December 1st of each year in advance. Any payments not made in a timely manner shall bear interest at the rate of one and one-half percent (1 ½%) per month until paid in full.

6. **Responsibilities of Lessee.**

A. **Duties.** In addition to the agreements covered in this lease, Lessee agrees:

1. To keep building, and other improvements on the premises in as good repair and condition as they are at the commencement of the lease, or in as good repair and condition as they may be put by City during the term of this lease, ordinary wear, loss by fire, or unavoidable destruction excepted.

2. Lessee may remove any temporary structure placed upon the premises by Lessee, provided that if such removal is not accomplished within thirty days after the termination of this lease or extended term, then temporary structures placed upon the premises become the property of the City.

3. Lessee agrees to repair any damage to the leased premises, and/or irrigation systems caused by Lessee's removal of temporary structures and improvements.

4. Lessee agrees to carry insurance as Lessee determines is necessary for its protection and the protection of the contents of the building. The City is not obligated to insure Lessee's operation, persons on the premises with Lessee's permission, or building and property contents.

5. Lessee agrees that it shall pay all utilities against the premises when charges are due, including (without limitation) water, sanitary sewer, telephone, electricity, natural gas, internet, and cable television.

6. The Lessee shall pay for all landscape irrigation water usage that exceeds the five (5) year historical average of 40 units each calendar year in the landscape areas between the Ft. Sanders building and the parking lot.

7. Lessee agrees to use the building for purposes of advancing a coalition effort to support, create, and implement a variety of unique community based projects that seek to increase food security in Albany County in accordance with the Feeding Laramie Valley proposal, dated March 8, 2012, and entitled Exhibit B, which is attached thereto and incorporated herein, as well as additional projects similarly designed to promote cooperative community efforts to advance general public health and wellness in Albany County as exemplified in the Action Resources International lease renewal request, dated December 5, 2015, and entitled Exhibit C, which is attached thereto and incorporated herein.

8. Lessee agrees to remove snow and ice from the sidewalks, ramps, and stairs adjacent to the building, within twenty four hours after snowfall or ice formation, in accordance to LMC 12.08.020.

9. Lessee agrees that it is responsible for compliance with all applicable State and Federal law, and that it will not permit the premises to be used in violation of any law or ordinance of for any illegal purposes.

10. Lessee agrees to be responsible for all building maintenance and repairs, including light bulbs and fixtures, normal wear and tear excluded, up to \$500.00 per maintenance or repair item.

11. Lessee shall be responsible, at Lessee's sole expense for all items occasioned by Lessee's negligence or the actions of persons on the premises with Lessee's permission.

12. Maintenance or repair items which exceed \$500.00 per occurrence need not be performed by Lessee. The City may, in its discretion, determine to make or not to make repairs or do maintenance for items which exceed that amount. If the City determines to make repairs or do maintenance for items which exceed \$500.00, Lessee shall contribute \$500.00 per item or occurrence toward the cost of the work. Lessee's obligation to contribute does not extend to substantial mechanical or structural repairs. If the City determines not to make repairs or do maintenance above \$500.00, Lessee may contract to have the repairs or maintenance completed by a licensed professional if it wishes, at its own expense.

13. Lessee agrees that it shall permit no liens to be filed against the premises or any portion thereof on account of the work done or materials furnished. The filing of any lien is an event of default under this lease.

14. Lessee agrees to be responsible for the maintenance and care of the landscaping and areas between the building and the parking lot surrounding all sides of the Ft. Sanders building.

15. The Lessee shall request in writing and submit written plans and specifications for all improvements to the building, and areas between the building and the parking lot surrounding all sides of the Ft. Sanders building. The City will not unreasonably withhold permission. Lessee agrees that any work completed by lessee shall conform to all applicable building codes, and meet all the requirements within the approved Conditional Use Permit.

16. Lessee agrees not to sublet or lease all or part of the building without first obtaining written permission from the City. Hourly or daily, short term rentals by other groups or organizations are permitted without written permission from the City.

17. Lessee agrees that the City may enter the building without advance permission from time to time to inspect the premises and to do maintenance work and repairs as necessary.

18. The Lessee may set its own hours of operation and hours when the building is open for use.

**7. Responsibilities of City.**

A. City reserves all rights concerning the Ft. Sanders building except those, which it has specifically agreed to lease to Lessee. Specifically, City reserves:

1. The right to order the sale of all or any portion of the premises at any time, subject to this lease;

2. To be responsible for snow removal from the Ft. Sanders Parking lot as is reasonably possible within the City's Parks and Recreation Department scheduling and manpower requirements.

3. The right to hold, sell, appropriate or otherwise dispose of any improvements of any character owned by City upon the premises, to ensure the payment of rentals, damages or other expenses accruing to City by virtue of this lease.

4. The City shall be responsible for all structural building repairs, including building mechanical, electrical, plumbing, and heating systems.

5. The right to enter in and upon the premises at any time for purposes of inspection, maintenance or management;

6. The City will not schedule any activities within the Ft Sanders Building without first obtaining permission from the Lessee.

7. All rights not expressly granted to Lessee by this lease are reserved to City.

8. To provide such insurance coverage as the City determines to be necessary to insure the premises against fire, wind, hail, vandalism, and other risks, as determined by the City Council. Proceeds of insurance received by the City will be expended as determined in the sole discretion of the City Council, and may or may not be used to repair or reconstruct Ft. Sanders building. If the premises are substantially destroyed by any cause, and if the City determines not to repair or reconstruct them, then this Agreement terminates without any further responsibility of the parties under this Agreement. The City Council will consider the needs of the community in determining whether or not to repair or reconstruct the premises.

9. The City agrees to be responsible for the maintenance and landscaping of LaBonte Park, consistent with the City's policies and budget from time to time.

10. The City shall be responsible for the maintenance and operation of the underground irrigation system that serves the bluegrass turf around the building between the Ft. Sanders building and the parking lot. The City shall pay for all landscape irrigation water usage by the Lessee less than or equal to the five (5) year historical average of 40 units each calendar year in the landscape areas between the Ft. Sanders building and the parking lot.

11. If Lessee shall have faithfully performed all terms and conditions of this Lease, then the City shall grant the option to extend this Lease upon

termination for another term of five (5) years if Lessee by delivering written notice of its intention to extend this lease to the City on or before ninety (90) days before the expiration of the term, except that the City may increase the annual rental payment in its discretion.

**8. General Provisions.**

**A. Amendments.** Any changes, modifications, revisions or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.

**B. Applicable Law/Venue.** The interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

**C. Nondiscrimination.** The Lessee 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 Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq., the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Wyoming Human Rights Act, and the Age Discrimination Act of 1975.

**D. Compliance with Law.** Lessee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Lease.

**E. Entirety of Lease.** This Lease, consisting of eight (8) pages including exhibits A, B, and C consisting of twenty four (24) pages represents the entire and integrated Lease between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**F. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

**G. Liaison and Notice** City Representative & Lessee's Representative.

**(i)** City Representative is Todd Feezer, Parks and Recreation Director, telephone number: (307) 721-5260, email: tfeezer@cityoflaramie.org and facsimile: (307) 721-5284.

(ii) The Lessee's Representative is Gayle M. Woodsum, President, Action Resources International, telephone number: (307) 399-3815, email: gayle@actionresources.ngo and facsimile: N/A.

(iii) All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**H. Force Majeure.** Neither party shall be liable for failure to perform under this Lease if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. 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.

**I. Independent Contractor.** Lessee shall function as an independent contractor for the purposes of this Lease, and shall not be considered an employee of City for any purpose. Lessee shall assume sole responsibility for any debts or liabilities that may be incurred by Lease in fulfilling the terms of this Lease, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Lease. Nothing in this Lease shall be interpreted as authorizing Lease or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on the behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of City or the City's' agents and/or employees as a result of this Lease.

**J. Assumption of Risk/Indemnification.** Lessee shall assume all risks and liabilities, whether or not covered by insurance, for loss or damages to the leased premises, in any manner arising out of or incident to Lessee's possession, use, enjoyment, operation or condition of the leased premises, whether such injuries or death result with respect to agents or employees of Lessee or of third parties, and whether such property damage is to Lessee's property, City's property or the property of others. Lessee assumes responsibility for and agrees to indemnify, protect, save and hold harmless City from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) and negligence of whatever kind and nature, imposed on, incurred by, or asserted against City which in any way relates or arises out of Lessee's possession, use, enjoyment, operation, or condition of the leased premises unless caused solely and intentionally by City or its agents.

**K. Insurance.** The Lessee shall maintain the following insurance:

**(i) Commercial General Liability Insurance.** The Lessee shall maintain coverage, during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general aggregate.

**L. Sovereign Immunity.** City does not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

**M. Termination of Lease.** Either party may terminate this lease with or without cause upon thirty (30) day notice to the other party.

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

**O. Time is of the Essence.** Time is of the essence in all provisions of the Lease.

**P. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Lease.

**Q. Waiver.** The waiver of any breach of any term or condition in this Lease shall not be deemed a waiver of any prior or subsequent breach.

**R. Attorney's Fees.** In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit

**INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Lessee has signed and executed this Agreement, the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

By: \_\_\_\_\_  
David A. Paulekas, Mayor and President of the  
City Council

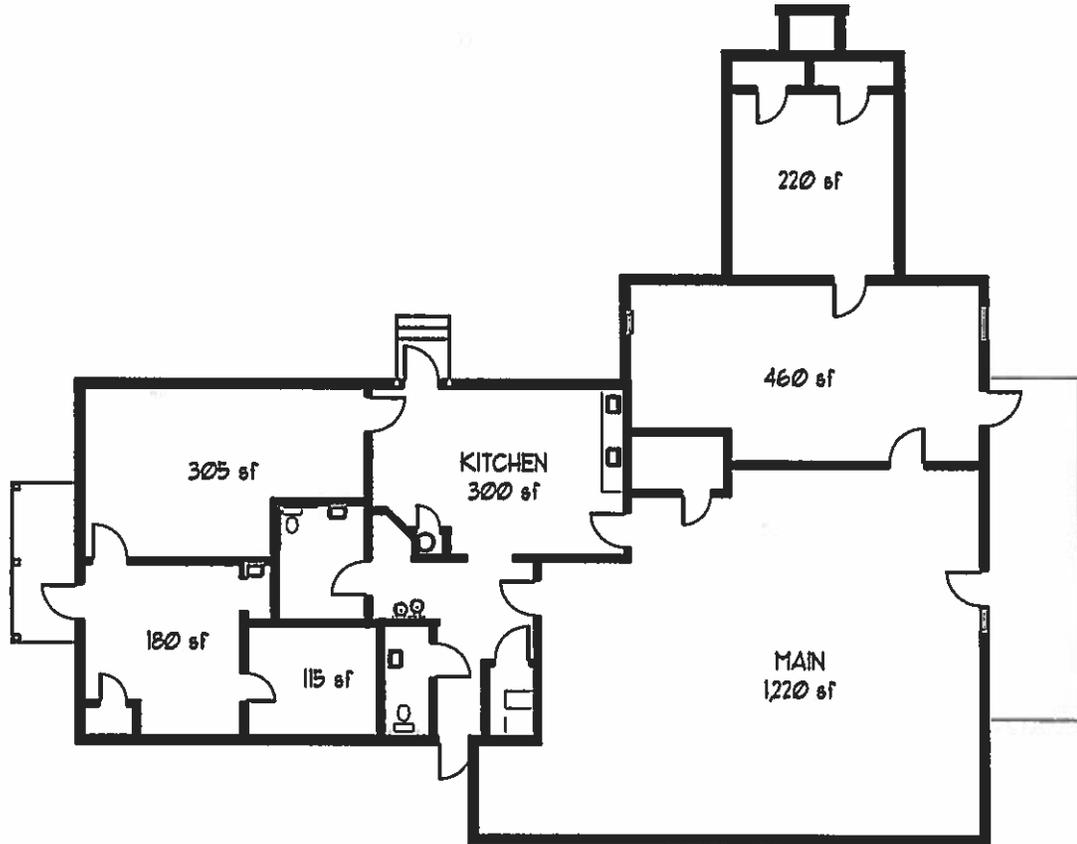
Attest: \_\_\_\_\_  
Angie Johnson  
City Clerk

**LESSEE: ACTION RESOURCES INTERNATIONAL**

By: Gayle M. Woodsum  
Gayle Woodsum, President

Witness Lena Deming

# EXHIBIT A



## FLOOR PLAN

1/8" = 1'-0"

6/19/2012 4:34 PM...Christie Roberts...g:\projects\fort sanders center\fort sanders\sheet\11-0113-a-1 floor plan

**GERTSCH·BAKER** at Hunter Hall  
**ENGINEERING** 104 south 4th street  
& **DESIGN** inc. suite 100  
Architects·Engineers laramie, wyo 82070  
(307) 742-6116

FORT SANDERS CENTER

DRAWN BY:CMR  
DATE:19 Jun 12

FLOOR PLAN

A-1

# EXHIBIT B

## **Fort Sanders Building in LaBonte Park Lease Fee Proposal from Feeding Laramie Valley Updated and Revised March 8, 2012 (as fiscally sponsored by Action Resources International)**

### **Lease Fee Proposal**

Feeding Laramie Valley and its fiscal sponsor Action Resources International (ARI) request a lease for the entire building at a rate of \$400 per month.

ARI agrees to fully cover the cost of monthly utilities and ongoing repairs and maintenance as negotiated in the final lease.

### **Lease Length Proposal**

FLV/ARI propose a three-year lease, payable in six-month increments beginning April 1, 2013 (pro-rated if necessary to coincide with actual occupancy) with a built-in option to renew for an additional three years or more.

### **Capital Improvement Plans and Lease Fee Credit**

It is part of FLV/ARI's strategic plan to procure private grant funding for major capital improvements of the Fort Sanders Building, in particular the installation of a commercial kitchen to expand FLV's program services and be made available as possible for community use.

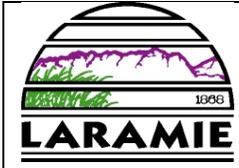
We propose as part of our Lease Fee agreement that any capital improvements to the Fort Sanders Building in excess of \$500 and as approved in advance by the City of Laramie, be credited back at a rate of 100% to FLV through its fiscal sponsor Action Resources International, against ongoing lease payments due.

### **Financial Security**

Feeding Laramie Valley (FLV) has been developing innovative community support for working toward sustainable food security in Albany County, Wyoming since early 2010. As outlined in detail in the full RFP narrative for proposed use of the Fort Sanders Building, the program is independently funded by a USDA/AFRI grant known as Food Dignity, and other funding sources through the end of March, 2016. In addition, FLV is a Co-Principle Investigator in a pilot action research project known as Growing Resilience, which is providing gardens and gardening support to families and then working with them to measure health benefits gained from those gardens. The project is designed to evolve into a strong proposal for a major, long-term project funded by the National Institutes of Health.

### **Anticipated Continued Grant Funding**

From the growing local support for the program, the leveraging capabilities being offered as a result of FLV's national participation in the Food Dignity grant, and new



**Agenda Item: Bid Award**

**Title:** Award of bids for mosquito control pesticides for the 2016 season

**Recommended Council MOTION:**

I move that Council award the base bid package for Mosquito Control Pesticides for the 2016 season to Van Diest Supply Company of Cheyenne, Wyoming in an amount not to exceed \$60,249.35 and Alternate Item A to UNIVAR of Salt Lake City, Utah in an amount not to exceed \$22,254.00 and authorize the Mayor and Clerk to sign.

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**Administrative or Policy Goal:**

Implementation of the City of Laramie West Nile Virus Prevention Plan.

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**Background:**

On March 8th, 2016 Notice of Call for Bids was published and bid packets were mailed to eight regional and national chemical vendors. Bids were required to be returned by March 22nd 2016. Bid packages were received from four vendors. None of the packages received met all the detailed specifications. ADAPCO and Van Diest Supply both met the specifications for the Base package. UNIVAR was the only bidder to bid on Alternate item A. Van Diest Supply Company is not an authorized distributor for the product Dibrom in the Wyoming market. Dibrom is distributed in Wyoming only by UNIVAR. UNIVAR does not supply many of the other products needed to implement a complete Integrated Mosquito Management program. In this case, multiple vendors will be required to complete the necessary product inventory. Integrated Mosquito Management Programs order and dispense chemicals only on an as needed basis and traditionally less than the budgeted or specified amounts are ordered. Estimates of use are based on previous experience and included in bid documents to insure availability of supply at regional distribution points.

Although the aggregate total of these bids is greater than the budgeted amount of \$51,000 annually for mosquito control chemicals, additional funding is expected to be realized through grant funding received through the Emergency Insect Management Grant program provided by the Wyoming Department of Agriculture. Grant requests for 2016 include \$16,000 for chemical purchases. Additionally Albany County Weed and Pest Provides \$40,000 annually to the mosquito control budget through a Memorandum of Understanding mosquito control services. \$20,000 of this funding is earmarked for pesticide purchase. Item A (Dibrom) from the Alternate Items list will replace Item 2 (Fyfanon) from the base bid package to bring the estimated chemical cost to 71,376.35 Grant funding will be allocated in early May before the bulk of these chemicals are ordered for use.

## Tabulation of Mosquito Control Pesticide Bids

March 24, 2016

### Base Bid

Items selected for purchase are highlighted in yellow.

Vendor	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Base Bid
Van Diest	\$ 19,477.50	\$ 25,220.00	\$ 11,617.50	\$ 86.55	\$ 1,647.20	\$ 710.60	\$ 1,490.00	\$ 60,249.35
Adapco	\$ 30,750.00	\$ 25,220.00	\$ 21,750.00	\$ 105.00	\$ 1,647.20	\$ 710.60	\$ 2,500.00	\$ 82,682.80
Univar	NB	NB	NB	NB	NB	NB	NB	NB
Target Specialty Products	NB	NB	\$ 13,500.00	\$ 217.50	NB	NB	NB	\$ 13,717.50

### Alternate Items

	Alternate Item A	Alternate Total
Van Diest	NB	NB
Adapco		
Univar	\$ 22,254.00	\$ 22,254.00
Target Specialty Products	NB	NB

**Projected expenditure: Van Diest Supply Company = \$ 60,249.35**

**Projected expenditure: UNIVAR = \$ 11,127.00**

**Total = \$ 71,376.35**

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**Legal/Statutory Authority:**N/A

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**BUDGET/FISCAL INFORMATION:****REVENUE**

Fees/Charges for Service	\$51,000.00	Mosquito Control Chemical Budget
Grant	\$16,000.00	EIMG 2016 grant
Loan	\$20,000.00	Weed and Pest
Other		
Total	\$87,000.00	

**EXPENSE**

Proposed Project Cost.

Project Budget	Amount	Funds
Projected Cost	\$71,376.35	100-5025-441.61-70 Chemicals
Project Cost		
Grants for Project	\$16,000.00	100-5025-441.61-70 Chemicals Project Code (EIMG16)
Other/Outside Projects		
City's Amount	\$55,376.35	
Contingency	0%	\$0.00
Total Amount	\$71,376.35	

**Responsible Staff:** Todd Feezer, Parks and Recreation Director – [tfeezer@cityoflaramie.org](mailto:tfeezer@cityoflaramie.org)  
Keith Wardlaw, Mosquito Control Supervisor. - [kwardlaw@cityoflaramie.org](mailto:kwardlaw@cityoflaramie.org)

Attachments: Bid forms from UNIVAR, ADAPCO, VanDiest, Target

\_\_\_\_ City Manager    \_\_\_\_ City Attorney    \_\_\_\_ Parks and Recreation \_\_\_\_\_

CITY OF LARAMIE, WYOMING  
BID FORM/CONTRACT

**TITLE**  
**MOSQUITO CONTROL PESTICIDES 2015**

To: The Mayor and City Council  
City of Laramie  
406 Iverson Street  
P.O. Box C  
Laramie, Wyoming 82073

The undersigned bidder, having examined the Specifications for the materials and/or equipment hereto attached or referenced, together with any and all Addenda thereto, and being acquainted with and fully understanding the requirements, stipulations, provisions, and conditions thereof, proposes and agrees to enter into and perform this Contract and to furnish the materials and/or equipment therein set forth in strict accordance with the Specifications for the following prices shown.

The quantity of pesticides shown is estimated for the purpose of bidding only. The actual amount purchased may vary and will be determined when the bids are awarded. If you have any questions please contact Keith Wardlaw, Mosquito Control Supervisor, at (307) 721-5258; FAX (307) 721-5256.

Description	Unit Cost	Total Cost
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**BASE BID:**

**ITEM 1:**

750 GALLONS LIQUID AI BACILLUS THURINGENSIS VAR. ISRAELENIS  
(BTI) AS VECTOBAC 12AS, AQUABAC XT, TECHNAR HP-D  
(OR APPROVED EQUAL) IN 30-GALLON NON-RETURNABLE CONTAINERS

PRICE PER GALLON NO BID TOTAL ITEM 1: NO BID

**ITEM 2:**

520 GALLONS CONCENTRATE LIQUID PESTICIDE CONSISTING  
OF 96% AI MALATHION AS FYFANON, ATRAPA, (OR APPROVED EQUAL)  
IN 260 GALLON RETURNABLE TOTES

PRICE PER GALLON NO BID TOTAL ITEM 2: NO BID

**ITEM 3:**

**750 GALLONS READY TO USE LIQUID PESTICIDE CONSISTING OF 3% TO 4% AI PERMETHRIN AND 4% TO 15% AI PIPERONYL BUTOXIDE AS BIOMIST 4+4, PERMX UL 4-4, PERMANONE RTU, (OR APPROVED EQUAL) IN 55 OR 30 GALLON NON-RETURNABLE CONTAINERS.**

PRICE PER GALLON \$18.00 TOTAL ITEM 3: \$13,500.00

**ITEM 4:**

**15 GALLONS PETROLEUM BASED FORMULATING OIL CONSISTING OF 100% SEVERELY HYDRO-TREATED PARAFFINIC OIL. (C18-C35) AS BVA 13 ( OR APPROVED EQUAL) IN 5 GALLON NON- RETURNABLE CONTAINERS.**

PRICE PER GALLON \$14.50 TOTAL ITEM 4: \$217.50

**ITEM 5:**

**20 GALLONS OF READY TO USE LIQUID PESTICIDE CONSISTING OF 4% ETOFENPROX AS ZENIVEX E4 (OR APPROVED EQUAL) IN 2 ½ OR 5 GALLON NON-RETURNABLE CONTAINERS.**

PRICE PER GALLON NO BID TOTAL ITEM 5: NO BID

**ITEM 6:**

**ONE CASE OF 220 ALTOCID XR 150 DAY EXTENDED RELEASE BRIQUETS CONSISTING OF AI 2.1% (S) METHOPRENE ( OR APPROVED EQUAL)**

PRICE PER GALLON NO BID TOTAL ITEM 6: NO BID

**ITEM 7:**

**1000 LBS. OF VECTOBAC GS GRANULAR LARVICIDE CONSISTING OF AI 2.80% *BACILLUS THURINGIENSIS ISRAELENSIS* POTENCY: 200 INTERNATIONAL TOXIC UNITS (ITU) PER MG. 10-14 MESH (OR APPROVED EQUAL) 25 X 40 LB. BAGS**

PRICE PER GALLON NO BID TOTAL ITEM 7: NO BID

**TOTAL BASE BID:**

(Items 1 thru 7) \$13,717.50

**ALTERNATE ITEM A:**

**120 GALLONS OF READY TO USE LIQUID PESTICIDE CONSISTING OF  
87.4% NALED AS DIBROM CONCENTRATE (OR APPROVED EQUAL)  
IN 30 GALLON RETURNABLE CONTAINERS.**

PRICE PER GALLON NO BID TOTAL ITEM A: NO BID

If awarded the Contract, the undersigned hereby agrees to furnish the necessary performance guarantee within thirty (30) days of receipt of the Notice of Award of said Contract, and to furnish and deliver all items, or render service as required, at the price set opposite each item within two to seven \_\_\_\_\_ ( 2-7 ) calendar days from receipt of order.  
(words)

The undersigned has checked carefully all the above figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed is the required bid guarantee in the form of a bid bond or cashier's check to pay penalty in the amount of six hundred eighty-five and 88/100 DOLLARS, drawn in favor of the City of Laramie. Said bid guarantee is given as a guarantee that the bidder will agree to fulfill the requirements of the attached specifications, if awarded the Contract, and the amount thereof represents the agreed liquidated damages that the City of Laramie will sustain if the bidder fails or refuses to enter into said Contract, in which event the said security shall be immediately forfeited to and become the property of the City of Laramie, Wyoming, and retained by it as payment of said liquidated damages and not as penalty.

The undersigned agrees that the City has the right to hold all bids received for a period of thirty (30) days after date of opening thereof.

The City of Laramie reserves the right to reject any and/or all bids; to waive any irregularity in the bids; and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

The undersigned bidder acknowledges familiarity with the City Policies as applicable to this contract and listed below:

a. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy

types, including traditional and renewable sources.

b. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

Target Specialty Products

(Name of Bidder)

By Mike Nichols

Title Vector Business Manager

Address 920 S. Freeport, Suite 220  
Coppell, TX 75019

Telephone # (800) 345-9387 or (214) 357-5741

Signature *Mike Nichols*

Dated this 14th day of March, 2016.

The above signed Bidder hereby acknowledges receipt of N/A addenda to these specifications before the time of the submittal of the Bid.

\*\*\*\*\*

This Bid Form/Contract is hereby accepted and approved by the City of Laramie, Wyoming.

BY: \_\_\_\_\_  
Janine Jordan, City Manager  
and Purchasing Agent for the  
City of Laramie

## DETAILED SPECIFICATIONS

### **MOSQUITO PESTICIDES 2016**

This specification sheet must be submitted with the bid. All exceptions must be noted. Also where applicable, brochures or literature, which clearly indicates the specifications of the equipment, accessories, or materials being bid, should be furnished. **SDS sheets and sample label must be supplied for each product.**

Due to the large volumes of the mosquito control pesticides it is necessary to require shipment of products on an "as needed basis" rather than a single bulk shipment. No shipment of more than four 55-gallon drums at one time and no shipment of more than twelve 30-gallon drums will be accepted without specific written consent of the Parks Manager. This provision is necessary to allow safe storage in our chemical containment facility. 260 gallon totes are to be shipped direct to Laramie Regional airport.

Shipments must be available, and delivered to the storage facility located at 1268 N. 4<sup>th</sup> St., Laramie, WY within 72 hours of receiving notice to ship. Shipments will be received during normal business hours of 7:00 a.m. to 3:30 p.m. Monday through Friday unless special arrangements are made with the Parks Manager or his designee. No shipment may be made without verbal notice to ship from the Parks Manager. Returnable containers must be picked up at the above locations during the same business hours. Costs incurred for return shipment of returnable containers are the sole responsibility of the vendor. Returnable containers must be picked up and removed from the shop facility within 10 working days of notice. Failure or inability of the vendor to meet shipment deadlines may result in termination of this contract to permit negotiations with other vendors for the supply of pesticides.

#### MINIMUM SPECIFICATIONS

#### STATE COMPLIANCE Yes/No

**Item 1:**

750 gallons liquid AI *Bacillus thuringiensis* var. *israelensis* (Bti) as Vectobac 12AS, Aquabac XT, Technar HP-D (or approved equal) in **30-gallon non-returnable containers**

N/A - NO BID

**Item 2:**

520 gallons concentrate liquid pesticide consisting of 96% AI Malathion as Fyfanon, Atrapa, (or approved equal) in **260 gallon returnable totes**

N/A - NO BID

**Item 3:**

750 gallons ready to use liquid pesticide consisting of 3% to 4% AI permethrin and 4% to 15% AI Piperonyl Butoxide as Biomist 4+4, PermX ULV 4-4, Permanone RTU, (or approved equal) in 55 or 30 gallon non-returnable containers.

YES

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**Item 4:**

15 gallons petroleum based formulating oil consisting of 100% Severely Hydro-treated Paraffinic Oil. (C18-C35) as BVA 13 (or approved equal) in 5 gallon non- returnable containers.

YES

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**Item 5:**

20 gallons of ready to use liquid pesticide consisting of 4% Etofenprox as Zenivex E4 (or approved equal) in 2 ½ gallon non-returnable containers.

N/A - NO BID

---

**Item 6:**

One case of 220 Altosid XR 150 day Extended Release Briquets consisting Of AI 2.1% (S) methoprene (or approved equal)

N/A - NO BID

---

**Item 7:**

1000 lbs. of Vectobac GS granular larvicide consisting of 2.80% AI *Bacillus thuringiensis, israelensis* Potency: 200 International Toxic Units (ITU) per mg. 10-14 mesh (or approved equal) 25 x 40 lb. bags

N/A - NO BID

---

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**Alternate Item A:**

120 gallons of ready to use liquid pesticide consisting of 87.4% Naled as Dibrom Concentrate (or approved equal) in 30 gallon returnable containers.

N/A - NO BID

---

**\*\*Note\*\***

This Sheet must be returned with the Bids. All prices and bids are F.O.B. Laramie, Wyoming. The quantities of pesticides shown are estimated for the purpose of bidding. The actual amount purchased may vary and will be determined when bids are awarded. If you have any questions please contact Keith Wardlaw, Mosquito Control Supervisor. Ph 307-721-5258, Fax 307-721-5256, kwardlaw@cityoflaramie.org

**Contract Terms and Conditions**

**In addition to the terms and conditions specified elsewhere in these documents, in the event the City accepts one of the submitted bids, then the following terms and conditions apply to the contract between the City of Laramie and the successful bidder(s).**

- 1. TERM OF CONTRACT.** The term of this contract shall begin at the date and time that the City sends or delivers notice to the successful bidder that the bid has been accepted, and shall end upon the successful completion of the contract terms by the parties, or the date specified in the provisions of the bid, whichever date is later.
- 2. PAYMENT.** Payment on this contract shall be made to the successful bidder upon completion of the contract terms and conditions, and receipt by the City of a duly executed voucher form from the successful bidder which certifies that the terms and conditions have been fully completed. Payment will then be made by the City within a period of thirty (30) days once confirmation of the completion of the contract has occurred.
- 3. AMENDMENTS.** Any changes, amendments, modifications, revisions or alterations to the contract which are mutually agreed to by the parties shall be finalized in writing, with a copy of such signed by both of the parties and a copy of such provided to each of the parties.
- 4. APPLICABLE LAW AND VENUE.** The construction, interpretation and enforcement of this contract shall be governed by the laws of the State of Wyoming and the Courts of Wyoming shall have exclusive jurisdiction over this contract, with the appropriate venue to be in the Second Judicial District, Albany County, Wyoming.
- 5. INDEPENDENT CONTRACTOR.** The successful bidder shall function as an independent contractor and shall not be considered an employee of the City for any purpose. The successful bidder shall assume sole responsibility for and debts or liabilities that may be incurred by the successful bidder in fulfilling the terms and conditions of this contract.
  - a.** The successful bidder shall be solely responsible for the payment of all federal, state and local taxes which may accrue as a result of this contract, including withholding, workers compensation, unemployment and sales taxes, and shall provide proof to the City that success taxes have been paid, if requested by the City.
  - b.** Nothing in this Contract shall be interpreted as authorizing the successful bidder to incur any obligation on behalf of the City or its staff.
  - c.** The successful bidder agrees that no benefits which are available to the employees of the City will inure to the benefit of the successful bidder, its agents, officers or employees as a result of this contract.

- d. The successful bidder shall indemnify, defend and hold harmless the City, its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising from the successful bidder's performance, or non-performance of this contract.
6. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCT.** All documents, reports, records, field notes, materials and data of any kind resulting from the performance of this contract, or provided to the successful bidder by the City in connection with this contract, shall be considered to be the property of the City and shall remain confidential, not to be released by the successful bidder to any other person or entity without the written consent of the City.
7. **INSURANCE COVERAGE.** The successful bidder shall carry and provide proof of coverage of the following insurance coverage in the respective amounts, including proof that any and all subcontractors have the same coverage of the respective amounts.
  - a. Workers Compensation as established by the State of Wyoming Workers Safety Compensation program, including Employer's Liability "Stop Gap" coverage in an amount of not less than Five Hundred Thousand dollars (\$500,000.00) per employee for each disease or accident.
  - b. Business automobile liability insurance coverage in an amount of not less than Five Hundred Thousand dollars (\$500,000.00) per occurrence.
  - c. The City shall be named as an additional insured on each of the policies of insurance during the entire term of this contract, and any extensions thereof.
  - d. The City shall have the right to reject any certificate of insurance if the insurance company is regarded as financial unstable by the standard rating establishments, or any of them.
8. **TIME IS OF THE ESSENCE.** Time is of the essence in all provisions of this contract.
9. **TITLES ARE NOT CONTROLLING.** Titles of the paragraphs are for reference only and shall not be used to construe the language of this contract.
10. **WAIVER.** The waiver of any breach of any term or condition in this contract shall not be deemed to be a waiver of any prior or subsequent breach.
11. **CITY ENERGY POLICY:** The successful bidder will acknowledge that the City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

- 12. WYOMNG PREFERENCE:** The successful bidder will acknowledge that preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

**THIS SPACE PURPOSELY LEFT BLANK**

Last	First	Company Name	Address	City	State	Zip
Russell	Kathy	ADAPCO (attention bids) All Pro Vector Group	550 AERO LN 640 Griswold St STE 200	SANFORD Northville	FL MI	32771-6342 48167-1691
Tom	Derry	Crop Protection Services	419 18 <sup>th</sup> St	Greeley	CO	80631
Cromley	David	Helena Chemical Company	14704 E. 33 <sup>rd</sup> Place – Unit J	Aurora	CO	80011
Bewley	Emmitt	Helena Chemical Company	3150 Arkansas Hill Road	Valley View	TX	76272
Shelby	TJ	Univar	650 W 800 S	Salt Lake City	UT	84014
Whitman	Stephanie	Valent Biosciences	1450 N 45th St.	Laramie	WY	82072
Lake	Richard	Van Diest Supply Co	415 East Riding Club Rd.	Cheyenne	WY	82009
Mike	Nichols	Target Specialties	5042 Service Center Drive	San Antonio	TX	78218

CITY OF LARAMIE, WYOMING  
BID FORM/CONTRACT

***TITLE***  
**MOSQUITO CONTROL PESTICIDES 2015**

To: The Mayor and City Council  
City of Laramie  
406 Ivinson Street  
P.O. Box C  
Laramie, Wyoming 82073

The undersigned bidder, having examined the Specifications for the materials and/or equipment hereto attached or referenced, together with any and all Addenda thereto, and being acquainted with and fully understanding the requirements, stipulations, provisions, and conditions thereof, proposes and agrees to enter into and perform this Contract and to furnish the materials and/or equipment therein set forth in strict accordance with the Specifications for the following prices shown.

**The quantity of pesticides shown is estimated for the purpose of bidding only. The actual amount purchased may vary and will be determined when the bids are awarded. If you have any questions please contact Keith Wardlaw, Mosquito Control Supervisor, at (307) 721-5258; FAX (307) 721-5256.**

<b>Description</b>	<b>Unit Cost</b>	<b>Total Cost</b>
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**BASE BID:**

**ITEM 1:**

**750 GALLONS LIQUID AI BACILLUS THURINGENSIS VAR. ISRAELENIS  
(BTI) AS VECTOBAC 12AS, AQUABAC XT, TECHNAR HP-D  
(OR APPROVED EQUAL) IN 30-GALLON NON-RETURNABLE CONTAINERS**

**PRICE PER GALLON \_\_\_\_\_ TOTAL ITEM 1: \_\_\_\_\_**

**ITEM 2:**

**520 GALLONS CONCENTRATE LIQUID PESTICIDE CONSISTING  
OF 96% AI MALATHION AS FYFANON, ATRAPA, (OR APPROVED EQUAL)  
IN 260 GALLON RETURNABLE TOTES**

**PRICE PER GALLON \_\_\_\_\_ TOTAL ITEM 2: \_\_\_\_\_**

**ITEM 3:**

**750 GALLONS READY TO USE LIQUID PESTICIDE CONSISTING OF 3% TO 4% AI PERMETHRIN AND 4% TO 15% AI PIPERONYL BUTOXIDE AS BIOMIST 4+4, PERMX UL 4-4, PERMANONE RTU, (OR APPROVED EQUAL) IN 55 OR 30 GALLON NON-RETURNABLE CONTAINERS.**

PRICE PER GALLON \_\_\_\_\_ TOTAL ITEM 3: \_\_\_\_\_

**ITEM 4:**

**15 GALLONS PETROLEUM BASED FORMULATING OIL CONSISTING OF 100% SEVERELY HYDRO-TREATED PARAFFINIC OIL. (C18-C35) AS BVA 13 ( OR APPROVED EQUAL) IN 5 GALLON NON- RETURNABLE CONTAINERS.**

PRICE PER GALLON \_\_\_\_\_ TOTAL ITEM 4: \_\_\_\_\_

**ITEM 5:**

**20 GALLONS OF READY TO USE LIQUID PESTICIDE CONSISTING OF 4% ETOFENPROX AS ZENIVEX E4 (OR APPROVED EQUAL) IN 2 ½ OR 5 GALLON NON-RETURNABLE CONTAINERS.**

PRICE PER GALLON \_\_\_\_\_ TOTAL ITEM 5: \_\_\_\_\_

**ITEM 6:**

**ONE CASE OF 220 ALTOCID XR 150 DAY EXTENDED RELEASE BRIQUETS CONSISTING OF AI 2.1% (S) METHOPRENE ( OR APPROVED EQUAL)**

PRICE PER GALLON \_\_\_\_\_ TOTAL ITEM 6: \_\_\_\_\_

**ITEM 7:**

**1000 LBS. OF VECTOBAC GS GRANULAR LARVICIDE CONSISTING OF AI 2.80% *BACILLUS THURINGIENSIS ISRAELENSIS* POTENCY: 200 INTERNATIONAL TOXIC UNITS (ITU) PER MG. 10-14 MESH (OR APPROVED EQUAL) 25 X 40 LB. BAGS**

PRICE PER GALLON \_\_\_\_\_ TOTAL ITEM 7: \_\_\_\_\_

**TOTAL BASE BID: (Items 1 thru 7) \_\_\_\_\_**

**ALTERNATE ITEM A:**

**120 GALLONS OF READY TO USE LIQUID PESTICIDE CONSISTING OF  
87.4% NALED AS DIBROM CONCENTRATE (OR APPROVED EQUAL)  
IN 30 GALLON RETURNABLE CONTAINERS.**

PRICE PER GALLON \$185.45 TOTAL ITEM A: \$22,254

If awarded the Contract, the undersigned hereby agrees to furnish the necessary performance guarantee within thirty (30) days of receipt of the Notice of Award of said Contract, and to furnish and deliver all items, or render service as required, at the price set opposite each item within

Three ( 3 ) calendar days from receipt of order.  
(words)

The undersigned has checked carefully all the above figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed is the required bid guarantee in the form of a bid bond or cashier's check to pay penalty in the amount of \$1,112.70 DOLLARS, drawn in favor of the City of Laramie. Said bid guarantee is given as a guarantee that the bidder will agree to fulfill the requirements of the attached specifications, if awarded the Contract, and the amount thereof represents the agreed liquidated damages that the City of Laramie will sustain if the bidder fails or refuses to enter into said Contract, in which event the said security shall be immediately forfeited to and become the property of the City of Laramie, Wyoming, and retained by it as payment of said liquidated damages and not as penalty.

The undersigned agrees that the City has the right to hold all bids received for a period of thirty (30) days after date of opening thereof.

The City of Laramie reserves the right to reject any and/or all bids; to waive any irregularity in the bids; and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

The undersigned bidder acknowledges familiarity with the City Policies as applicable to this contract and listed below:

a. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy

types, including traditional and renewable sources.

b. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

Univar Environmental Sciences  
(Name of Bidder)

By T.J. Shelby

Title Industry Specialist

Address 650 W 800S

Salt Lake City, UT 84104

Telephone # (801) 386-0843

Signature [Handwritten Signature]

Dated this 21 day of March, 2016.

The above signed Bidder hereby acknowledges receipt of \_\_\_\_\_ addenda to these specifications before the time of the submittal of the Bid.

\*\*\*\*\*

This Bid Form/Contract is hereby accepted and approved by the City of Laramie, Wyoming.

BY: \_\_\_\_\_

Janine Jordan, City Manager  
and Purchasing Agent for the  
City of Laramie

CITY OF LARAMIE, WYOMING  
BID FORM/CONTRACT

***TITLE***  
**MOSQUITO CONTROL PESTICIDES 2015**

To: The Mayor and City Council  
City of Laramie  
406 Ivinson Street  
P.O. Box C  
Laramie, Wyoming 82073

The undersigned bidder, having examined the Specifications for the materials and/or equipment hereto attached or referenced, together with any and all Addenda thereto, and being acquainted with and fully understanding the requirements, stipulations, provisions, and conditions thereof, proposes and agrees to enter into and perform this Contract and to furnish the materials and/or equipment therein set forth in strict accordance with the Specifications for the following prices shown.

**The quantity of pesticides shown is estimated for the purpose of bidding only. The actual amount purchased may vary and will be determined when the bids are awarded. If you have any questions please contact Keith Wardlaw, Mosquito Control Supervisor, at (307) 721-5258; FAX (307) 721-5256.**

Description	Unit Cost	Total Cost
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**BASE BID:**

**ITEM 1:**

750 GALLONS LIQUID AI BACILLUS THURINGENSIS VAR. ISRAELENIS  
(BT) AS VECTOBAC 12AS, AQUABAC XT, TECHNAR HP-D  
(OR APPROVED EQUAL) IN 30-GALLON NON-RETURNABLE CONTAINERS

*Vectobac 12AS*

PRICE PER GALLON 25.97 TOTAL ITEM 1: 19,477.50

**ITEM 2:**

520 GALLONS CONCENTRATE LIQUID PESTICIDE CONSISTING  
OF 96% AI MALATHION AS FYFANON, ATRAPA, (OR APPROVED EQUAL)  
IN 260 GALLON RETURNABLE TOTES

PRICE PER GALLON 48.50 TOTAL ITEM 2: 25,220.00

**ITEM 3:**

**750 GALLONS READY TO USE LIQUID PESTICIDE CONSISTING OF 3% TO 4% AI PERMETHRIN AND 4% TO 15% AI PIPERONYL BUTOXIDE AS BIOMIST 4+4, PERMX UL 4-4, PERMANONE RTU, (OR APPROVED EQUAL) IN 55 OR 30 GALLON NON-RETURNABLE CONTAINERS.**

*Evolve 4-4* PRICE PER GALLON 15.49 TOTAL ITEM 3: 11,617.50

**ITEM 4:**

**15 GALLONS PETROLEUM BASED FORMULATING OIL CONSISTING OF 100% SEVERELY HYDRO-TREATED PARAFFINIC OIL. (C18-C35) AS BVA 13 ( OR APPROVED EQUAL) IN 5 GALLON NON- RETURNABLE CONTAINERS.**

PRICE PER GALLON 5.77 TOTAL ITEM 4: 86.55

**ITEM 5:**

**20 GALLONS OF READY TO USE LIQUID PESTICIDE CONSISTING OF 4% ETOFENPROX AS ZENIVEX E4 (OR APPROVED EQUAL) IN 2 ½ OR 5 GALLON NON-RETURNABLE CONTAINERS.**

PRICE PER GALLON 82.36 TOTAL ITEM 5: 1,647.20

**ITEM 6:**

**ONE CASE OF 220 ALTOCID XR 150 DAY EXTENDED RELEASE BRIQUETS CONSISTING OF AI 2.1% (S) METHOPRENE ( OR APPROVED EQUAL)**

PRICE PER GALLON 710.60 TOTAL ITEM 6: 710.60

**ITEM 7:**

**1000 LBS. OF VECTOBAC GS GRANULAR LARVICIDE CONSISTING OF AI 2.80% *BACILLUS THURINGIENSIS ISRAELENIS* POTENCY: 200 INTERNATIONAL TOXIC UNITS (ITU) PER MG. 10-14 MESH (OR APPROVED EQUAL) 25 X 40 LB. BAGS**

PRICE PER GALLON 1.49 TOTAL ITEM 7: 1,490.00

**TOTAL BASE BID:**

(Items 1 thru 7) 100,249.35

**ALTERNATE ITEM A:**

**120 GALLONS OF READY TO USE LIQUID PESTICIDE CONSISTING OF  
87.4% NALED AS DIBROM CONCENTRATE (OR APPROVED EQUAL)  
IN 30 GALLON RETURNABLE CONTAINERS.**

PRICE PER GALLON No Bid TOTAL ITEM A: 0

If awarded the Contract, the undersigned hereby agrees to furnish the necessary performance guarantee within thirty (30) days of receipt of the Notice of Award of said Contract, and to furnish and deliver all items, or render service as required, at the price set opposite each item within

Thirty (words) (30) calendar days from receipt of order.

The undersigned has checked carefully all the above figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed is the required bid guarantee in the form of a bid bond or cashier's check to pay penalty in the amount of \$3,000.00 DOLLARS, drawn in favor of the City of Laramie. Said bid guarantee is given as a guarantee that the bidder will agree to fulfill the requirements of the attached specifications, if awarded the Contract, and the amount thereof represents the agreed liquidated damages that the City of Laramie will sustain if the bidder fails or refuses to enter into said Contract, in which event the said security shall be immediately forfeited to and become the property of the City of Laramie, Wyoming, and retained by it as payment of said liquidated damages and not as penalty.

The undersigned agrees that the City has the right to hold all bids received for a period of thirty (30) days after date of opening thereof.

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types, including traditional and renewable sources.

b. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

Van Diest Supply Co.  
(Name of Bidder)

By Richard Lake

Title Area Manager

Address 415 E. Harding Club Bld.  
Cheyenne, Wyo 82009

Telephone # 307-272-2173

Signature Richard Lake

Dated this 18 day of March, 2016.

The above signed Bidder hereby acknowledges receipt of 0 addenda to these specifications before the time of the submittal of the Bid.

\*\*\*\*\*

This Bid Form/Contract is hereby accepted and approved by the City of Laramie, Wyoming.

BY: \_\_\_\_\_  
Janine Jordan, City Manager  
and Purchasing Agent for the  
City of Laramie

**DETAILED SPECIFICATIONS**

**MOSQUITO PESTICIDES 2016**

This specification sheet must be submitted with the bid. All exceptions must be noted. Also where applicable, brochures or literature, which clearly indicates the specifications of the equipment, accessories, or materials being bid, should be furnished. **SDS sheets and sample label must be supplied for each product.**

Due to the large volumes of the mosquito control pesticides it is necessary to require shipment of products on an "as needed basis" rather than a single bulk shipment. No shipment of more than four 55-gallon drums at one time and no shipment of more than twelve 30-gallon drums will be accepted without specific written consent of the Parks Manager. This provision is necessary to allow safe storage in our chemical containment facility. 260 gallon totes are to be shipped direct to Laramie Regional airport.

Shipments must be available, and delivered to the storage facility located at 1268 N. 4<sup>th</sup> St., Laramie, WY within 72 hours of receiving notice to ship. Shipments will be received during normal business hours of 7:00 a.m. to 3:30 p.m. Monday through Friday unless special arrangements are made with the Parks Manager or his designee. No shipment may be made without verbal notice to ship from the Parks Manager. Returnable containers must be picked up at the above locations during the same business hours. Costs incurred for return shipment of returnable containers are the sole responsibility of the vendor. Returnable containers must be picked up and removed from the shop facility within 10 working days of notice. Failure or inability of the vendor to meet shipment deadlines may result in termination of this contract to permit negotiations with other vendors for the supply of pesticides.

**MINIMUM SPECIFICATIONS**

**STATE COMPLIANCE**

**Yes/No**

**Item 1:**

750 gallons liquid AI Bacillus thuringensis var. israelensis (Bti) as Vectobac 12AS, Aquabac XT, Technar HP-D (or approved equal) in **30-gallon non-returnable** containers

Yes

**Item 2:**

520 gallons concentrate liquid pesticide consisting of 96% AI Malathion as Fyfanon, Atrapa, (or approved equal) in **260 gallon returnable totes**

Yes

**Item 3:**

750 gallons ready to use liquid pesticide consisting of 3% to 4% AI permethrin and 4% to 15% AI Piperonyl Butoxide as Biomist 4+4, PermX ULV 4-4, Permanone RTU, (or approved equal) in 55 or 30 gallon non-returnable containers.

Yes

**Item 4:**

15 gallons petroleum based formulating oil consisting of 100% Severely Hydro-treated Paraffinic Oil. (C18-C35) as BVA 13 (or approved equal) in 5 gallon non- returnable containers.

Yes

**Item 5:**

20 gallons of ready to use liquid pesticide consisting of 4% Etofenprox as Zenivex E4 (or approved equal) in 2 ½ gallon non-returnable containers.

Yes

**Item 6:**

One case of 220 Altosid XR 150 day Extended Release Briquets consisting Of AI 2.1% (S) methoprene (or approved equal)

Yes

**Item 7:**

1000 lbs. of Vectobac GS granular larvicide consisting of 2.80% AI *Bacillus thuringiensis, israelensis* Potency: 200 International Toxic Units (ITU) per mg. 10-14 mesh (or approved equal) 25 x 40 lb. bags

Yes

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**Alternate Item A:**

120 gallons of ready to use liquid pesticide consisting of 87.4% Naled as Dibrom Concentrate (or approved equal) in 30 gallon returnable containers.

Yes

---

**\*\*Note\*\***

This Sheet **must be returned with the Bids.** All prices and bids are F.O.B. Laramie, Wyoming. The quantities of pesticides shown are estimated for the purpose of bidding. The actual amount purchased may vary and will be determined when bids are awarded. If you have any questions please contact Keith Wardlaw, Mosquito Control Supervisor. Ph 307-721-5258, Fax 307-721-5256, kwardlaw@cityoflaramie.org

WDA-17A  
04/21

WYOMING DEPARTMENT OF AGRICULTURE  
Technical Services, 2219 Carey Avenue, Cheyenne, WY 82002

VAN DIEST SUPPLY CO.  
400 PROGRSS CIRCLE  
CHEYENNE, WY 82007



Date Paid: 1/29/2015  
License # 13502

*Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date below.*

2113 PESTICIDE DEALER

Expires 3/31/2016

A handwritten signature in black ink, appearing to read "Greg H. [unclear]".

Agriculture Program Manager

CITY OF LARAMIE, WYOMING  
BID FORM/CONTRACT

**TITLE**  
**MOSQUITO CONTROL PESTICIDES 2015**

To: The Mayor and City Council  
City of Laramie  
406 Iverson Street  
P.O. Box C  
Laramie, Wyoming 82073

The undersigned bidder, having examined the Specifications for the materials and/or equipment hereto attached or referenced, together with any and all Addenda thereto, and being acquainted with and fully understanding the requirements, stipulations, provisions, and conditions thereof, proposes and agrees to enter into and perform this Contract and to furnish the materials and/or equipment therein set forth in strict accordance with the Specifications for the following prices shown.

The quantity of pesticides shown is estimated for the purpose of bidding only. The actual amount purchased may vary and will be determined when the bids are awarded. If you have any questions please contact Keith Wardlaw, Mosquito Control Supervisor, at (307) 721-5258; FAX (307) 721-5256.

Description	Unit Cost	Total Cost
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**BASE BID:**

**ITEM 1:**

750 GALLONS LIQUID AI BACILLUS THURINGENSIS VAR. ISRAELENIS  
(BTI) AS VECTOBAC 12AS, AQUABAC XT, TECHNAR HP-D  
(OR APPROVED EQUAL) IN 30-GALLON NON-RETURNABLE CONTAINERS

PRICE PER GALLON \$41.00/GL TOTAL ITEM 1: \$30,750.00

**ITEM 2:**

520 GALLONS CONCENTRATE LIQUID PESTICIDE CONSISTING  
OF 96% AI MALATHION AS FYFANON, ATRAPA, (OR APPROVED EQUAL)  
IN 260 GALLON RETURNABLE TOTES

PRICE PER GALLON \$48.50/GL TOTAL ITEM 2: \$25,220.00

**ITEM 3:**

**750 GALLONS READY TO USE LIQUID PESTICIDE CONSISTING OF 3% TO 4% AI PERMETHRIN AND 4% TO 15% AI PIPERONYL BUTOXIDE AS BIOMIST 4+4, PERMX UL 4-4, PERMANONE RTU, (OR APPROVED EQUAL) IN 55 OR 30 GALLON NON-RETURNABLE CONTAINERS.**

**PRICE PER GALLON \$29.00/GL TOTAL ITEM 3: \$21,750.00**

**ITEM 4:**

**15 GALLONS PETROLEUM BASED FORMULATING OIL CONSISTING OF 100% SEVERELY HYDRO-TREATED PARAFFINIC OIL. (C18-C35) AS BVA 13 ( OR APPROVED EQUAL) IN 5 GALLON NON- RETURNABLE CONTAINERS.**

**PRICE PER GALLON \$7.00/GL TOTAL ITEM 4: \$105.00**

**ITEM 5:**

**20 GALLONS OF READY TO USE LIQUID PESTICIDE CONSISTING OF 4% ETOFENPROX AS ZENIVEX E4 (OR APPROVED EQUAL) IN 2 ½ OR 5 GALLON NON-RETURNABLE CONTAINERS.**

**PRICE PER GALLON \$82.36/GL TOTAL ITEM 5: \$1,647.20**

**ITEM 6:**

**ONE CASE OF 220 ALTOCID XR 150 DAY EXTENDED RELEASE BRIQUETS CONSISTING OF AI 2.1% (S) METHOPRENE ( OR APPROVED EQUAL)**

**PRICE PER GALLON \$710.60/CS TOTAL ITEM 6: \$710.60**

**ITEM 7:**

**1000 LBS. OF VECTOBAC GS GRANULAR LARVICIDE CONSISTING OF AI 2.80% *BACILLUS THURINGIENSIS ISRAELENSIS* POTENCY: 200 INTERNATIONAL TOXIC UNITS (ITU) PER MG. 10-14 MESH (OR APPROVED EQUAL) 25 X 40 LB. BAGS**

**PRICE PER GALLON \$2.50/LB TOTAL ITEM 7: \$2,500.00**

**TOTAL BASE BID:**

**(Items 1 thru 7) \$82,682.80**

**ALTERNATE ITEM A:**

**120 GALLONS OF READY TO USE LIQUID PESTICIDE CONSISTING OF  
87.4% NALED AS DIBROM CONCENTRATE (OR APPROVED EQUAL)  
IN 30 GALLON RETURNABLE CONTAINERS.**

**PRICE PER GALLON** No bid **TOTAL ITEM A:** No bid

If awarded the Contract, the undersigned hereby agrees to furnish the necessary performance guarantee within thirty (30) days of receipt of the Notice of Award of said Contract, and to furnish and deliver all items, or render service as required, at the price set opposite each item within

SEVEN

( 7 )

calendar days from receipt of order.

(words)

The undersigned has checked carefully all the above figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed is the required bid guarantee in the form of a bid bond or cashier's check to pay penalty in the amount of 5% of the total amount of the bid. DOLLARS, drawn in favor of the City of Laramie. Said bid guarantee is given as a guarantee that the bidder will agree to fulfill the requirements of the attached specifications, if awarded the Contract, and the amount thereof represents the agreed liquidated damages that the City of Laramie will sustain if the bidder fails or refuses to enter into said Contract, in which event the said security shall be immediately forfeited to and become the property of the City of Laramie, Wyoming, and retained by it as payment of said liquidated damages and not as penalty.

The undersigned agrees that the City has the right to hold all bids received for a period of thirty (30) days after date of opening thereof.

The City of Laramie reserves the right to reject any and/or all bids; to waive any irregularity in the bids; and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

The undersigned bidder acknowledges familiarity with the City Policies as applicable to this contract and listed below:

a. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy

types, including traditional and renewable sources.

b. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

ADAPCO, INC.

(Name of Bidder)

By Jason Trumbetta

Title Asst. Secretary

Address 550 Aero Ln.

Sanford, FL 32771

Telephone # 800-367-8859

Signature

Dated this 15th day of March, 2016.

The above signed Bidder hereby acknowledges receipt of n/a addenda to these specifications before the time of the submittal of the Bid.

\*\*\*\*\*

This Bid Form/Contract is hereby accepted and approved by the City of Laramie, Wyoming.

BY:

Janine Jordan, City Manager  
and Purchasing Agent for the  
City of Laramie

**DETAILED SPECIFICATIONS**

**MOSQUITO PESTICIDES 2016**

This specification sheet must be submitted with the bid. All exceptions must be noted. Also where applicable, brochures or literature, which clearly indicates the specifications of the equipment, accessories, or materials being bid, should be furnished. **SDS sheets and sample label must be supplied for each product.**

Due to the large volumes of the mosquito control pesticides it is necessary to require shipment of products on an "as needed basis" rather than a single bulk shipment. No shipment of more than four 55-gallon drums at one time and no shipment of more than twelve 30-gallon drums will be accepted without specific written consent of the Parks Manager. This provision is necessary to allow safe storage in our chemical containment facility. 260 gallon totes are to be shipped direct to Laramie Regional airport.

Shipments must be available, and delivered to the storage facility located at 1268 N. 4<sup>th</sup> St., Laramie, WY within 72 hours of receiving notice to ship. Shipments will be received during normal business hours of 7:00 a.m. to 3:30 p.m. Monday through Friday unless special arrangements are made with the Parks Manager or his designee. No shipment may be made without verbal notice to ship from the Parks Manager. Returnable containers must be picked up at the above locations during the same business hours. Costs incurred for return shipment of returnable containers are the sole responsibility of the vendor. Returnable containers must be picked up and removed from the shop facility within 10 working days of notice. Failure or inability of the vendor to meet shipment deadlines may result in termination of this contract to permit negotiations with other vendors for the supply of pesticides.

**MINIMUM SPECIFICATIONS**

**STATE COMPLIANCE**  
**Yes/No**

**Item 1:**

750 gallons liquid AI Bacillus thuringensis var. israelensis (Bti) as Vectobac 12AS, Aquabac XT, Technar HP-D (or approved equal) in **30-gallon non-returnable** containers

X  
\_\_\_\_\_

**Item 2:**

520 gallons concentrate liquid pesticide consisting of 96% AI Malathion as Fyfanon, Atrapa, (or approved equal) in **260 gallon returnable totes**

X  
\_\_\_\_\_

**Item 3:**

750 gallons ready to use liquid pesticide consisting of 3% to 4% AI permethrin and 4% to 15% AI Piperonyl Butoxide as Biomist 4+4, PermX ULV 4-4, Permanone RTU, (or approved equal) in 55 or 30 gallon non-returnable containers.

X

**Item 4:**

15 gallons petroleum based formulating oil consisting of 100% Severely Hydro-treated Paraffinic Oil. (C18-C35) as BVA 13 (or approved equal) in 5 gallon non- returnable containers.

X

**Item 5:**

20 gallons of ready to use liquid pesticide consisting of 4% Etofenprox as Zenivex E4 (or approved equal) in 2 ½ gallon non-returnable containers.

X

**Item 6:**

One case of 220 Altosid XR 150 day Extended Release Briquets consisting Of AI 2.1% (S) methoprene (or approved equal)

X

**Item 7:**

1000 lbs. of Vectobac GS granular larvicide consisting of 2.80% AI *Bacillus thuringiensis, israelensis* Potency: 200 International Toxic Units (ITU) per mg. 10-14 mesh (or approved equal) 25 x 40 lb. bags

X

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**Alternate Item A:**

120 gallons of ready to use liquid pesticide consisting of 87.4% Naled as Dibrom Concentrate (or approved equal) in 30 gallon returnable containers.

No Bid

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**\*\*Note\*\***

This Sheet **must be returned with the Bids**. All prices and bids are F.O.B. Laramie, Wyoming. The quantities of pesticides shown are estimated for the purpose of bidding. The actual amount purchased may vary and will be determined when bids are awarded. If you have any questions please contact Keith Wardlaw, Mosquito Control Supervisor. Ph 307-721-5258, Fax 307-721-5256, kwardlaw@cityoflaramie.org

**Contract Terms and Conditions**

**In addition to the terms and conditions specified elsewhere in these documents, in the event the City accepts one of the submitted bids, then the following terms and conditions apply to the contract between the City of Laramie and the successful bidder(s).**

- 1. TERM OF CONTRACT.** The term of this contract shall begin at the date and time that the City sends or delivers notice to the successful bidder that the bid has been accepted, and shall end upon the successful completion of the contract terms by the parties, or the date specified in the provisions of the bid, whichever date is later.
- 2. PAYMENT.** Payment on this contract shall be made to the successful bidder upon completion of the contract terms and conditions, and receipt by the City of a duly executed voucher form from the successful bidder which certifies that the terms and conditions have been fully completed. Payment will then be made by the City within a period of thirty (30) days once confirmation of the completion of the contract has occurred.
- 3. AMENDMENTS.** Any changes, amendments, modifications, revisions or alterations to the contract which are mutually agreed to by the parties shall be finalized in writing, with a copy of such signed by both of the parties and a copy of such provided to each of the parties.
- 4. APPLICABLE LAW AND VENUE.** The construction, interpretation and enforcement of this contract shall be governed by the laws of the State of Wyoming and the Courts of Wyoming shall have exclusive jurisdiction over this contract, with the appropriate venue to be in the Second Judicial District, Albany County, Wyoming.
- 5. INDEPENDENT CONTRACTOR.** The successful bidder shall function as an independent contractor and shall not be considered an employee of the City for any purpose. The successful bidder shall assume sole responsibility for and debts or liabilities that may be incurred by the successful bidder in fulfilling the terms and conditions of this contract.
  - a.** The successful bidder shall be solely responsible for the payment of all federal, state and local taxes which may accrue as a result of this contract, including withholding, workers compensation, unemployment and sales taxes, and shall provide proof to the City that success taxes have been paid, if requested by the City.
  - b.** Nothing in this Contract shall be interpreted as authorizing the successful bidder to incur any obligation on behalf of the City or its staff.
  - c.** The successful bidder agrees that no benefits which are available to the employees of the City will inure to the benefit of the successful bidder, its agents, officers or employees as a result of this contract.

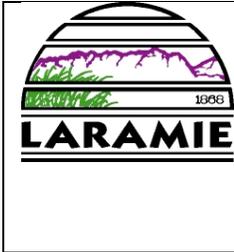
- d. The successful bidder shall indemnify, defend and hold harmless the City, its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising from the successful bidder's performance, or non-performance of this contract.
6. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT. All documents, reports, records, field notes, materials and data of any kind resulting from the performance of this contract, or provided to the successful bidder by the City in connection with this contract, shall be considered to be the property of the City and shall remain confidential, not to be released by the successful bidder to any other person or entity without the written consent of the City.
7. INSURANCE COVERAGE. The successful bidder shall carry and provide proof of coverage of the following insurance coverage in the respective amounts, including proof that any and all subcontractors have the same coverage of the respective amounts.
  - a. Workers Compensation as established by the State of Wyoming Workers Safety Compensation program, including Employer's Liability "Stop Gap" coverage in an amount of not less than Five Hundred Thousand dollars (\$500,000.00) per employee for each disease or accident.
  - b. Business automobile liability insurance coverage in an amount of not less than Five Hundred Thousand dollars (\$500,000.00) per occurrence.
  - c. The City shall be named as an additional insured on each of the policies of insurance during the entire term of this contract, and any extensions thereof.
  - d. The City shall have the right to reject any certificate of insurance if the insurance company is regarded as financial unstable by the standard rating establishments, or any of them.
8. TIME IS OF THE ESSENCE. Time is of the essence in all provisions of this contract.
9. TITLES ARE NOT CONTROLLING. Titles of the paragraphs are for reference only and shall not be used to construe the language of this contract.
10. WAIVER. The waiver of any breach of any term or condition in this contract shall not be deemed to be a waiver of any prior or subsequent breach.
11. CITY ENERGY POLICY: The successful bidder will acknowledge that the City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

12. **WYOMNG PREFERENCE:** The successful bidder will acknowledge that preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

THIS SPACE PURPOSELY LEFT BLANK

Last	First	Company Name	Address	City	State	Zip
Russell	Kathy	ADAPCO (attention bids) All Pro Vector Group	550 AERO LN 640 Griswold St STE 200	SANFORD Northville	FL MI	32771-6342 48167-1691
Tom	Derry	Crop Protection Services	419 18 <sup>th</sup> St	Greeley	CO	80631
Cromley	David	Helena Chemical Company	14704 E. 33 <sup>rd</sup> Place – Unit J	Aurora	CO	80011
Bewley	Emmitt	Helena Chemical Company	3150 Arkansas Hill Road	Valley View	TX	76272
Shelby	TJ	Univar	650 W 800 S	Salt Lake City	UT	84014
Whitman	Stephanie	Valent Biosciences	1450 N 45th St.	Laramie	WY	82072
Lake	Richard	Van Diest Supply Co	415 East Riding Club Rd.	Cheyenne	WY	82009
Mike	Nichols	Target Specialties	5042 Service Center Drive	San Antonio	TX	78218

## CITY OF LARAMIE COUNCIL REGULAR MEETING    April 5, 2016



### **Agenda Item: Professional Services Agreement**

**Title:** An agreement for professional services between the City of Laramie and The Plumbing Company, Inc. for plumbing repair and installation services for City owned facility plumbing systems and equipment.

### **Recommended Council MOTION:**

I move that Council approve the agreement for professional services between the City of Laramie and The Plumbing Company, Inc. for plumbing repair and installation services for City owned facility plumbing systems and equipment for a two year period and authorize the Mayor and Clerk to sign.

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### **Administrative or Policy Goal:**

Department Objective: Continue to integrate energy efficiency practices and procedures into all aspects of our operations, from capital construction to continuing maintenance and environmental/custodial services.

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### **Background:**

Over the last several years, the City has been utilizing several different plumbing contractors to provide plumbing repair and installation services for City owned plumbing systems. The vast majority of the plumbing contractor calls are for potential emergency plumbing repairs. The City's purchasing policy requires that multiple written quotes be obtained for purchases that involve materials and labor. With this being the case urgent plumbing repairs are occasionally delayed while obtaining written quotes to complete the work.

The Facilities Management staff believes that a professional services agreement with a plumbing contractor vetted through the Request for Qualifications (RFQs) process would eliminate the delays in emergency repairs, therefore saving City staff time and operational efficiencies. The RFQs stipulated that hourly labor costs for emergency troubleshooting, repairs and discounted materials and supplies be included, in a sealed envelope, with the submittals. Set hourly rates and parts discount rates are to remain constant for a two year period and the emergency call response time must be within one (1) hour. Requests for Qualifications for plumbing repair and service were legally advertised and sent out to four (4) local plumbing contractors in December of 2015. Only one submittal was received and it did not meet all of the requirements spelled out in the RFQ. The RFQ was re-advertised and sent out to local plumbing contractors in February of 2016.

One submittal that met all of the requirements was received from The Plumbing Company, Inc.

With only one submittal being received, after legally advertising two separate times, staff negotiated the attached professional services agreement which has a term of two years, beginning on April 5, 2016 through April 30, 2018. The agreement includes reduced hourly rates for all emergency repair service work on City buildings and equipment, along with an emergency response time requirement, and a discounted rate for materials, supplies and parts.

**BUDGET/FISCAL INFORMATION:**

**EXPENSE**

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$30,000.00	This amount is approximate and represents the average annual expense of contracted plumbing work City wide.
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount	\$30,000.00	
Contingency 0%	\$0.00	
Total Amount	\$30,000.00	

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)

Expenditures	Amount	Fund
Proposed Expenditure		
Current Budget		
Additional Amount Requested		
Total Proposed Budget	\$0.00	

**Responsible Staff:**

Todd Feezer, Parks and Recreation Director at 721-5260  
 Scott Stevenson, Facilities Maintenance Manager cat 721-3585

Attachments: Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE  
CITY OF LARAMIE, WYOMING AND  
THE PLUMBING COMPANY, INC. FOR PLUMBING REPAIR AND  
INSTALLATION SERVICES**

1. **Parties.** This Contract is made and entered into this \_\_\_\_ day of April, 2016 by and between City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address 406 Ivinson Street, Laramie, Wyoming 82070, and The Plumbing Company, Inc. (hereinafter referred to as "Contractor"), whose address is 4607 Cavalryman Ranch Road, Laramie, Wyoming 82070.

2. **Purpose of Contract.** The purpose of this Contract is for Contractor to provide professional plumbing repair and installation services on facility plumbing systems owned by the City of Laramie. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

3. **Term of Contract.** The term of the Contract is from the date of execution of this Contract through April 30, 2018. The term of this Contract may be extended through mutual agreement of the parties by the amount of time caused by any delays in the work, which were caused through no fault of Contractor.

4. **Payment.** City agrees to pay the Contractor for the provided services as more fully described in Attachment A, which is attached hereto and incorporated herein. Payment shall be payable to Contractor upon receipt of the invoice for the services herein. The payment shall cover the cost for those services to be provided by Contractor as outlined in Paragraph 5 herein.

5. **Responsibilities of Contractor.** Contractor shall perform the following services.

**5.01** Troubleshoot and repair all types of plumbing equipment including, but not limited to, sewer lines, pumps, valves, water closets, urinals, lavatories, boilers, hydronic heating, water heaters, and water supply lines.

**5.02** Respond to emergency calls for plumbing equipment repairs, and be on the City's site to repair the equipment within one (1) hour of being notified by phone.

**5.03** Obtain, on behalf of the City, original manufactures parts and supplies for repairs and new installations.

5.04 Charge no more than the set hourly rates for technical services, and the parts markup rate described in Attachment A for the term of the agreement.

5.05 Provide a written report on all troubleshooting, and/or repairs on the plumbing equipment to the Facilities Maintenance Manager within two (2) days of completing the work. Written reports can be e-mailed, faxed, mailed or included on any invoicing.

6. **Responsibilities of City.** City shall cooperate with Contractor in providing any maintenance records and access to the repair or service site as necessary for Contractor to perform the work described within this agreement.

7. **General Provisions.**

7.01 **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

7.02 **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming. Contractor agrees to appoint a registered agent in Wyoming for service of process, and will notify City in writing of the name and address of the registered agent within fifteen (15) days of effective date of this Contract.

7.03. **Confidentiality.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by City for its release.

7.04. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

7.05. **Entirety of Contract.** This Contract, consisting of eight (8) pages, including Attachment A, entitled City of Laramie Schedule of Rates 2016 consisting of one (1) page represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.06. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. §9-13-101, et seq.), and any and all ethical standards governing Contractor's profession.

**7.07. Force Majeure.** Neither party shall be liable to the other for incidental, special or consequential damages. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, work interruption or other labor disputes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. 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.

**7.08. Indemnification.** Contractor shall indemnify, defend and hold harmless City, their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's negligence and not to the extent caused by others.

**7.09. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the City for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor to incur any obligation of any kind on the behalf of the City or its staff. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

**7.10. Ownership of Documents/Work Product.** All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times the property of City.

**7.11. Liaison and Notice** City and Contractor's designated representatives are as follows:

**7.11 (a).** City's designated representative is Scott Stevenson, Facilities Maintenance Manager, telephone number: (307) 721-3585, cellular telephone (307) 760-6627 and facsimile: (307) 721-5284

7.11(b). Contractor's designated representative is Roger Dunnuck, Corporate Secretary, telephone number: (307) 742-3327, Cellular telephone (307) 760-9302 and facsimile (307) 742-3328.

7.11(c). All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of the postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7.12. **Sovereign Immunity.** The City does not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

7.13. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

7.14. **Termination of Contract.** This Contract may be terminated, for reasons of "non-performance" by either party in accordance with the terms of this contract upon thirty (30) days written notice except as provided in Paragraph. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. Contractor may, in its sole discretion, temporarily suspend upon written notice this agreement due to the City's breach of contract. In the event of circumstances presenting a safety hazard to the riding public or contractors technicians (including, but not limited to, City's act of creating or allowing unsafe practices or conditions or failure to authorize necessary repairs or upgrades), contractor may immediately terminate this agreement in its entirety upon written notice.

7.15. **Insurance.** The Contractor shall maintain the following insurance:

7.15 (a). **Commercial General Liability Insurance.** The Contractor shall maintain coverage, during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general aggregate.

7.15 (b). **Workers Compensation or Employers Liability Insurance.** Contractor shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Contract. Contractor's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required or such other workers compensation insurance as appropriate.

Contractor's insurance shall include A Stop Gap coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. Contractor shall have also supply proof of workers' compensation and employer's liability insurance on each and every subcontractor before allowing that subcontractor on the job site.

**7.15 (c). Business Automobile Liability.** Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

**7.15 (d). Coverage.** All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

**7.15 (e). City's Right to Reject.** The City reserves the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

**7.15 (g). Subcontractors.** The insurance requirements set forth above apply to all subcontractors. It is Contractor's responsibility to ensure that its subcontractors meet these insurance requirements. City has the right to review the Certificates of any and all subcontractors used by the Contractor.

**7.15 (h). Cancellation.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from Contractor or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

**7.16. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of the Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a

party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

**7.17 Warranty.** Contractor warrants the following:

7.17 (a). has the ability to perform the agreed services;

7.17(b). shall provide suitable resources to perform work in accordance with agreed services;

7.17 (c) will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided; and

7.17 (d). shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**7.18. Time is of the Essence.** Time is of the essence in all provisions of the Contract.

**7.19. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**7.20. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

**7.21. Limitation of Payments.** City's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of City's funds which are allocated to pay Contractor. If funds are not allocated and available to pay Contractor for these services, City may terminate this Contract at the end of the period for which the funds are available. City shall notify Contractor at the earliest possible time if this Contractor will or may be affected by a shortage of funds. No liability shall accrue to City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit City to terminate this contract in order to acquire similar services from another party. The Contractor shall be paid for all services provided and expenses incurred prior to receipt of any such notification that City was terminating the Contract because of a shortage of funds.

**7.22 Extension.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by the Contractor and following approval by City shall be effective only after it is reduced to writing and

executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

**7.23 Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

**7.24 Attorney's Fees.** In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

**8. City Policies.** The Contractor acknowledges familiarity with the City Policies as applicable to this contract and listed below:

a. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

b. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

**INTENTIONALLY LEFT BLANK**

# ATTACHMENT A



## The Plumbing Company, Inc.

4607 Cavalryman Ranch Road

Laramie, WY 82070

Phone: (307) 742-3327

Fax: (307) 742-3328

Email: theplumbingcoinc@aol.com

### CITY OF LARAMIE

### SCHEDULE OF RATES 2016

#### Hourly Rates:

Journeyman Plumber	\$75.00 per hour
Apprentice Plumber	\$45.00 per hour
Administration Fee	\$35.00 per hour

#### Overtime Rate:

• 1 ½ Times Regular Rate

#### Overtime Hours:

Time outside of regular business hours  
Nights  
Weekends  
Holidays

Material Mark-up Rate: 26% over cost

A handwritten signature in blue ink, appearing to read "Lynn [unclear]".

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Contractor has signed and executed this Agreement, the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

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

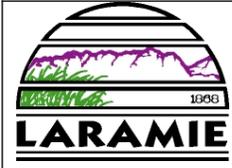
Attest: \_\_\_\_\_  
Angie Johnson  
City Clerk

**THE PLUMBING COMPANY, INC.**

By: Roger Deunert

Attest: Judith Walker  
Witness

**CITY OF LARAMIE COUNCIL REGULAR MEETING      April 5, 2016**



**Agenda Item:** Licensing

**Title:** Authorizing issuance of a Distillery-Satellite Liquor License to Vanatta Fine Liquor, LLC, dba Wojtek.

**Recommended Council MOTION:** I move to authorize the issuance of a Distillery-Satellite liquor license to Vanatta Fine Liquor, LLC, dba Wojtek for the duration of the existing lease, October 21, 2016, and in the event that an extension of the lease including a term of not less than May 7, 2017 is submitted to the City Clerk prior to the expiration of the existing lease and payment of the remaining portion of the fee by licensee, to authorize the extension of the license period through May 7, 2017 without further approval by Council.

---

**Administrative or Policy Goal:** To renew liquor licenses appropriately.

---

**Background:** The licensee has an existing Distillery-Satellite liquor license for their location at 269 N 3<sup>rd</sup> Street. The existing lease on the premise expires on October 21, 2016, according to its terms. The licensee indicates that they are considering changing their location at the end of the lease. In the event that the licensee extends their current lease to the end of the current license year (May 7, 2017), the licensee is requesting that the license be issued for the remaining period the full license period, through May 7, 2017.

This is an infrequent action, but is permitted by State Statutes and Laramie Municipal Code. The license may, upon approval by Council, be issued for less than one year to meet the conditions as are indicated. This would permit the licensee to operate for the entire period of the lease without interruption. The fee for the license would be reduced pro-rata with the date of lease expiration. The remaining fee would be collected if the extension of the lease were submitted to the City Clerk's office by the licensee before October 21, 2016.

If the lease is not extended, then the license would expire on the date the lease expires. The license would return to the City of Laramie for re-issuance. If the licensee obtains a lease at a new location, the licensee will need to apply for a transfer of the license with the State Liquor Division for the production portion of the business (Manufacturing) and with the City of Laramie for the dispensing portion of the business (Distillery-Satellite). In this case, the transfer must be approved by council before the licensee can move to a new location.

---

**Legal/Statutory Authority:** Wyoming Statutes 12.5.106

---

**BUDGET/FISCAL INFORMATION:** There is no budgetary impact, other than the pro-rata reduction in the revenue from the license.

**Responsible Staff:**      **City Clerk**

-----FOR RENEWALS ONLY-----

# RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

**To be completed by the City, Town or County Clerk:**

Date Filed: 2 / 16 / 16

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ <u>100.00</u>
Total Lic Fee Collected	\$ <u>n/a</u>
Publishing Fee Collected	\$ <u>100.00</u>
	\$ <u>billed by newspaper</u>

Required Attachments Received Yes k

Advertising Dates(2 wks): 3/ 01 & 09/2016

Hearing Date: 3 / 22 / 16.

Local Licensing Number: DS-1

For the license term: 5 / 08 / 2016  
Month Day Year

Through: 5 / 07 / 2017.  
Month Day Year

**A copy must be immediately forwarded to:**  
State of Wyoming Liquor Division  
6601 Campstool Rd.  
Cheyenne WY 82002-0110

Applicant: Vanatta Fine Liquor, LLC

Trade Name (dba): Wajtek

Premise Address: 269 N 3rd  
Number & Street

Laramie WY 82072 Albany  
City State Zip County

Mailing Address: 4407 E Crow unit B  
Number & Street or P.O. Box

Laramie WY 82072  
City State Zip

Business Telephone Number: (307) 257-0647

Fax Number: ( ) N/A

E-Mail Address: rvanatta@Drinkwajtek.com

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

<p><b>FILING IN</b></p> <p><input checked="" type="checkbox"/> CITY OF <u>Laramie</u></p> <p><input type="checkbox"/> COUNTY OF _____</p> <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p><b>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only (Bar)</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only (Package Store)</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise (Both)</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PFRMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p><input checked="" type="checkbox"/> Distillery-Satellite Rm Permit</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>DO YOU OPERATE?</b></p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon-Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>11am-11pm</u></p>
---	--	---

**Minimum Purchase Requirement:**

**RETAIL:**

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term?  YES  NO

**RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:**

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term?  YES  NO

W.S.12-4-103(c)

**TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}**

1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10 x 12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i):

Satellite Manufacturing product room 2316 sq ft room in Northwest section of bldg

(b) If Winery or Microbrewery, also list manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)

N/A

(c) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

All of lots 5, 6, 7, 8 and 9 Block Original Town 144, City of Laramie, Albany County, Wyoming

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?

(If yes, submit a drawing of the changes in the dispensing room.)

YES  NO

a) Do you anticipate any changes in the next twelve (12) months?

YES  NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 10 / 21 / 16, located on page Attach 1, paragraph 1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page Attach 1, paragraph 45 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:  
 W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (____%)
Liquor Sales:	\$ _____ (____%)

b) Did you attach a copy of your valid food service permit to this application.  YES  NO  
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term?  
 W.S.12-1-101(a)(xix)  YES  NO
- b) Do you self distribute your products?  YES  NO
- c) Do you distribute your own products through an existing malt beverage wholesaler?  YES  NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.  
**If the application is for a Club:** State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State &amp; Zip</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other State in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, complete in identical form, on a separate piece of paper and attach to this application.)

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State &amp; Zip</i>	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Robert Varatta	03/04/1956	4407 E Crow unit B3 Laramie WY 82072	307 257 0647	3	51%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Eric Huer	07/24/78	2569 Eagle Dr Eric CO 80516	303 680 5891	3	20%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Thomas Varatta	03/09/90	2615 Beacon st Glenwood Sping Colorado 80106	719 233 1595	3	15%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
		Remaining are less than 10% each			5%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

(If more information is required, complete in identical form, on a separate piece of paper and attach to this application.)

**VERIFICATION OF APPLICATION**

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, TWO (2) Corporate Officers or Directors, except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.  
 Dated this 16 day of Feb, 2016. Robert Varatta  
Applicant

THE STATE OF WYOMING  
 COUNTY OF Albany } SS.

Subscribed and sworn to before me by Robert Varatta this 16 day of February, 2016. Applicant

Witness my hand and official seal.

Notary Public or Person Authorized to Administer Oath

My Commission expires: 4.11.2016



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

COMMERCIAL LEASE AGREEMENT EXTENSION

This Lease (this "Lease") dated 24 Day of October, 2014

Between:

E&D Enterprise of 2061 Snowy Range Rd. Laramie, Wyoming 82070  
Telephone (307) 755-5050 Fax: (307) 755-5052  
(The "Landlord")

Of The First Part

AND

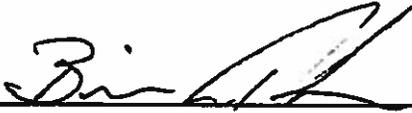
Vanatta Fine Liquor, LLC of 269 N. 3<sup>rd</sup> st. Laramie, Wyoming 82070  
Telephone (307) 2570647 Fax: N/A

Of The Second Part

Agree to extend the Lease to 10/21/2016, and to add the amendment ALLOWING Liquor Sales of Products produced by Vanatta Fine Liquor, LLC, and only the products produced by Vanatta Fine Liquor, LLC.

GENERAL PROVISIONS

45. Vanatta Fine Liquor, LLC may operate Under a Satellite Manufacturers Liquor License. Vanatta Fine Liquor May Sale Liquor Products that They Produce, In accordance With Wyoming State Law.

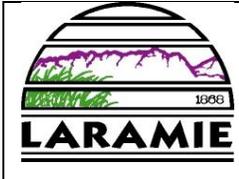
  
\_\_\_\_\_  
(Witness)

E&D Enterprise (Landlord)  
10/28/15  
Date

  
\_\_\_\_\_  
(Witness)

Vanatta Fine Liquor, LLC (Tenant)  
10/28/15  
Date

**CITY OF LARAMIE COUNCIL REGULAR MEETING**      **April 5, 2016**



**Agenda Item:** Resolution

**Title:** Resolution 2016-    **authorizing the City of Laramie to lease with an option to purchase a street sweeper for the Streets division from Wyoming State Bank**

**Recommended Council MOTION:**

I move that the Council approve Resolution 2016-    authorizing the City of Laramie to lease with an option to purchase a street sweeper for the Streets division from Wyoming State Bank and authorize the Mayor and City Clerk to sign.

---

**Administrative or Policy Goal:**

Finance the replacement of aging and worn equipment according to the City’s established replacement policy as recommended by the Fleet Advisory Committee and approved in the biennial budget.

---

**Background:**

On, July 21, 2015, the Council awarded the bid for a street sweeper to Floyd’s Freightliner of Cheyenne, WY in the amount of \$221,575. The purchase of this equipment was included in the FY16 adopted budget, and lease purchase financing was planned for funding (Supplemental Budget Recommendation, Recommended Capital Plan, General Fund, Fleet Equipment, p. 267, Unit 211). The bid award cover sheet and specifications are included for your review.

On July 21, 2015, the Council also enacted a resolution authorizing the City to reimburse itself with tax-exempt lease proceeds for equipment planned for lease financing and budgeted in FY 2016. This resolution is included for your review. The street sweeper may be paid for with City funds, with lease proceeds reimbursing the City, if the timing of equipment delivery does not correspond with the lease closing date.

Bid requests for lease purchase financing were issued on February 9, 2016, and bids were due February 19, 2016. A lease term of three (3) years was requested. The total cost of the street sweeper is \$221,575 and the City will finance \$191,575. Five (5) bids were received and are listed below:

<u>Institution</u>	<u>Rate</u>	<u>Other Terms</u>
Wyoming State Bank	1.39%	N/A
US Bancorp Govt Leasing & Finance	1.55%	Prepayment at 103% of par outstanding
Kaiser Wealth Mgmt FBO		
Security First Bank	1.65%	1% penalty on par prepaid b/f maturity
Wells Fargo Equipment Finance	1.87%	\$575 documentation fee
Bank of the West	2.19%	\$300 documentation fee

The City selected Wyoming State Bank due to the lowest rate. The first debt payment of \$32,547 is due 6/1/2016. Payments are semi-annual, and the final lease payment is due 12/1/2018.

---

**Legal/Statutory Authority:**

---

**BUDGET/FISCAL INFORMATION:**

**EXPENSE**

Please see the amortization schedule included in the financing agreement submitted by Wyoming State Bank.

**Responsible Staff:**

Malea Brown, 721-5223

**Attachments:**            Resolution Authorizing the Lease Agreement  
                                 Lease and Option to Purchase Agreement  
                                 Service Truck Bid Award Cover Sheet and Specifications  
                                 Reimbursement Resolution Cover Sheet and Resolution

\_\_\_\_\_ City Manager    \_\_\_\_\_ City Attorney    \_\_\_\_\_ **Administrative Services**

RESOLUTION NO. \_\_\_\_\_

ENTITLED: A RESOLUTION AUTHORIZING THE CITY OF LARAMIE, STATE OF WYOMING, TO LEASE, WITH AN OPTION TO PURCHASE, CERTAIN EQUIPMENT FROM WYOMING STATE BANK.

WHEREAS, the governing body (the "Governing Body") of the City of Laramie, State of Wyoming (the "Lessee") has determined that the needs of the Lessee include certain equipment listed on EXHIBIT C of that certain Lease and Option to Purchase Agreement (the "Agreement") and made a part hereof by this reference (the "Equipment"); and

WHEREAS, pursuant to this resolution (the "Authorizing Resolution"), Lessee intends to enter into the Agreement with Wyoming State Bank, (the "Lessor"), to which this Authorizing Resolution constitutes EXHIBIT A, to provide for the payment of the costs of acquisition of the Equipment; and

WHEREAS, the Lessee is a municipality, duly organized and validly existing under the constitution and laws of the State of Wyoming; and

WHEREAS, the City of Laramie has the requisite power and authority to execute and deliver the Lease Agreement and to incur and perform the obligations of Lessee as set forth in the Agreement; and

WHEREAS, the Lease Agreement will be duly authorized and executed by Lessee and will be a valid and binding agreement of Lessee enforceable in accordance with its terms, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application or of application to Wyoming municipalities or public entities such as Lessee affecting remedies or creditors' rights; and

WHEREAS, the authorization and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby, including without limitation the acquisition and operation of the Equipment, will be performed in accordance with all open meeting laws, public bidding laws and all other applicable laws.

WHEREAS, the Lessee will obtain all necessary licenses, permits and approvals, if any, required by all governing bodies or agencies having jurisdiction over the acquisition and operation of the Equipment; and

WHEREAS, the Equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law; and

WHEREAS, to the best of the City's knowledge, there is no proceeding pending or threatened against or affecting Lessee in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined would adversely affect the validity or enforceability of the Agreement, the ability of Lessee to perform its obligations under the Agreement the transactions contemplated by the Agreement or the security interest of Lessor or its assigns in the Equipment; and

WHEREAS, the Governing Body of Lessee desires to authorize certain officers of the Lessee and members of the Governing Body of Lessee to proceed to finalize the form of the Agreement and all other documents necessary to effect the financing and to negotiate the necessary terms and provisions thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LARAMIE, STATE OF WYOMING, THAT:

Section 1. All action heretofore taken (not inconsistent with the provisions of this Authorizing Resolution) by the Governing Body of Lessee or officers of Lessee, directed toward the financing of the Equipment, are hereby ratified, approved and confirmed by the Mayor or his Designee.

Section 2. The Agreement, including the Exhibits, in substantially the same form as presented at this meeting, with such additions, omissions and changes as may be requested by the Lessee or its Legal Counsel and persons executing the same, their execution being conclusive evidence of their approval of any such additions, omissions, and changes, is hereby approved by the Mayor or his Designee, where appropriate, are authorized and directed to affix his, her or their signatures and the official corporate seal of Lessee thereto.

Section 3. No provision of this Authorizing Resolution or the Agreement shall be construed as creating or constituting a general obligation or other indebtedness of Lessee or a mandatory payment obligation of Lessee in any ensuing Fiscal Year beyond the current Fiscal Year.

Section 4. The Governing Body of Lessee hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by Lessee does not exceed \$10,000,000 for the 2016 calendar year and hereby designates the Agreement to be a "qualified tax-exempt obligation" pursuant to Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 5. If any section, paragraph, clause or provision of this Authorizing Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Authorizing Resolution.

Section 6. All resolutions, or parts thereof, inconsistent with this Authorizing Resolution or with any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any resolution or part thereof.

Section 7. This Authorizing Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WYOMING

(SEAL) LESSEE: CITY OF LARAMIE,

By: \_\_\_\_\_  
Title: David A. Paulekas, Mayor

ATTESTED:

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

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

LEASE AND OPTION TO PURCHASE AGREEMENT

Dated as of April 12, 2016

Between

WYOMING STATE BANK, LARAMIE, WYOMING  
as Lessor

and

CITY OF LARAMIE, WYOMING  
as Lessee

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LEASE AND OPTION TO PURCHASE AGREEMENT

This LEASE AND OPTION TO PURCHASE AGREEMENT (the "Agreement"), made and dated as of April 12, 2016, between WYOMING STATE BANK, Laramie, Wyoming (together with its successors and assigns), as Lessor, and the CITY OF LARAMIE, WYOMING, a Wyoming municipal corporation duly organized and existing under the laws of the State of Wyoming (together with its successors and assigns), as Lessee.

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the constitution and laws of the State of Wyoming to enter into this Agreement for the purposes set forth herein; and

WHEREAS, Lessor has determined that this Agreement constitutes an obligation of a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, for and in consideration of the financing of the Equipment provided by Lessor, the payment of the rentals by Lessee hereunder, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Lessor and Lessee, intending to be legally bound, do hereby agree as follows:

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## ARTICLE I

### DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Lease and Option to Purchase Agreement, including the Exhibits attached hereto, as supplemented or amended from time to time in accordance with the terms hereof.

"Authorized Official" means the appropriate officer or officers of Lessee.

"Budget" means the budget of Lessee for any Fiscal Year during the Initial Term or any Renewal Term of this Agreement

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions are authorized to close in the State.

"Certificate of Acceptance" means the Certificate of Acceptance of Equipment attached hereto as EXHIBIT B, whereby Lessee acknowledges receipt of the Equipment in good condition pursuant to the Purchase Agreement

"Code" means the Internal Revenue Code of 1986, the regulations (whether proposed, temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of: or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section means that Section of the Code, including such applicable regulations and rulings.

"Commencement Date" means the date when the initial Term of this Agreement begins and Lessee's obligation to make Rental Payments accrues, which date shall be April 12, 2016.

"Default" means an Event of Default as set forth in Article VI which has not been cured or waived.

"Due Date" for the Initial Term of this Agreement means April 12, 2016 and for all Renewal Terms means the first (1<sup>st</sup>) day of June and December continuing through December 1, 2018.

"Equipment" means the personal property set forth in EXHIBIT C attached hereto which is the subject of this Agreement.

"Financing and Continuation Statements" means the U.C.C. financing and continuation statements perfecting the security interests granted by and including, but not limited to, this Agreement.

"Fiscal Year" means the fiscal year of Lessee, which on the date of the original execution of this Agreement is the period commencing on July 1 and ending on June 30 of the succeeding calendar year.

"Force Majeure" means acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States of America or the State or any civil or military authority, insurrections, riots, acts of terrorists, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, droughts, civil disturbances, explosions and other unanticipated causes or events not reasonably within the control of Lessee.

"Full Insurable Value" means, with respect to the Equipment and at any particular time during the Lease Term, the full replacement value of the Equipment.

"Initial Term" or "Initial Term of this Agreement" means the period commencing April 12, 2016 and ending December 1, 2018.

"Lease Term" or "Term of this Agreement" means the Initial Term and all Renewal Terms.

"Optional Purchase Price" means the amount at any particular time during the term of this Agreement which Lessee may, at its option, pay to Lessor in order to purchase the Equipment as set forth in EXHIBIT D attached hereto.

"Purchase Orders" means those purchase orders attached to EXHIBIT D of this agreement.

"Proceeds" means the amount of proceeds of any insurance claim or condemnation award with respect to the Equipment as provided in SECTION 5.3 of this Agreement.

"Renewal Term" or "Renewal Term of this Agreement" means any Fiscal Year for which Lessee shall renew the Term of this Agreement as provided in SECTION 4.1 of this Agreement, the last such Fiscal Year being the Fiscal Year in which the last Rental Payment listed in the Schedule of Rental Payments and Optional Purchase Prices attached hereto as EXHIBIT D occurs.

"Rental Payments" means the rentals payable by Lessee pursuant to this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then Initial or Renewal Term. The Rental Payments shall be payable by Lessee to Wyoming State Bank, 3430 E. Grand Ave., Laramie, Wyoming 82070,

or Lessor's assignee in the amounts and on the dates as set forth in EXHIBIT D attached hereto.

"Security Documents" means the Financing and Continuation Statements and any other instruments or documents securing the obligations hereunder.

"State" means the State of Wyoming.

"Vendor" means the manufacturer or manufacturers of each item of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa and the words "hereof" and "herein" shall be construed to refer to the entirety of this Agreement and shall not be restricted to the particular Article, Section, subsection or paragraph in which they appear.

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## ARTICLE II

### REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1. Of Lessee. Lessee makes the following representations, warranties and covenants:

A. Lessee is an incorporated municipality of the State of Wyoming, duly organized and validly existing under the constitution and laws of the State of Wyoming, with full power and legal right to enter into this Agreement and perform its obligations hereunder. Lessee's actions in making and performing this Agreement have been duly authorized by its governing body or other appropriate official approval and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which Lessee or its properties are bound. Lessee further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Agreement and Lessee has complied with all public bidding and other statutory requirements as may be applicable to Lessee in the authorization, execution, delivery and performance of this Agreement;

B. Lessee has obtained all necessary licenses, permits and approvals, if any, required by all governing bodies or agencies having jurisdiction over the acquisition, installation and operation of the Equipment;

C. During the Term of this Agreement, Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its legal existence;

D. During the Term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee; Lessee does not intend to sell said Equipment or said Agreement or to otherwise dispose of said Equipment during the term of the Agreement; and Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement;

E. The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the initial Term and all Renewal Terms;

F. The Equipment is, and during the Initial Term and all Renewal Terms will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become a fixture;

G. By all proper action Lessee has appropriated moneys sufficient to pay all Rental Payments payable during the Initial Term. During the Initial Term and any Renewal Terms, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the

ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee;

H. The execution and delivery of this Agreement, and compliance with the provisions hereof: will not conflict with or constitute on the part of Lessee a violation of, breach of, or default under any constitutional provision, statute, resolution, bond indenture or other financing agreement or any other agreement or instrument to which Lessee is a party or by which Lessee is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Lessee or any of its activities or properties;

I. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting Lessee, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated hereunder or which in any way would adversely affect the validity or enforceability of this Agreement;

J. The Governing Body of Lessee represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by Lessee does not exceed \$10,000,000 for the 2016 calendar year and designates the Agreement to be a "qualified tax-exempt obligation" pursuant to Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

K. During the Term of this Agreement, Lessee will not make or permit any use of the Equipment or the proceeds under this Agreement which if such use had been reasonably expected on the date of the Agreement would have caused the Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, and applicable regulations promulgated there under, and further covenants that it will observe and not violate the requirements of Code Section 148 and any applicable regulations.

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ARTICLE III  
ACQUISITION AND LEASE OF EQUIPMENT

SECTION 3.1. Equipment Acquisition. Lessee agrees that it has been and will continue to be responsible for the preparation of the specifications for, the initiation of the bidding procedures with respect to and the letting of contracts for the purchase of the Equipment and for the acceptance of the Equipment pursuant to the provisions of the Purchase Orders, copies of which are attached to this Agreement as EXHIBIT C. As of the date of this Agreement, Lessor shall pay the amount of ONE HUNDRED NINETY ONE THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS (\$191,575.00) to Lessee, which amount Lessee shall use to pay the cost of the purchase of the Equipment to the Vendors in accordance with the terms of the Purchase Orders. Upon making final payment under the Purchase Orders, Lessee shall present to Lessor a Certificate of Acceptance signed by an Authorized Official of Lessee. Failure by the Vendors to perform under the Purchase Orders shall not affect Lessee's obligation to make Rental Payments under this Agreement.

LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, ADEQUACY, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. Lessee acknowledges that Lessor is not the Vendor or a manufacturer or dealer of the Equipment and that Lessee leases the Equipment hereunder "as is", it being acknowledged and agreed that no risk as to the value, condition, usefulness or fitness of the Equipment shall be borne by Lessor nor shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

SECTION 3.2. Lease of Equipment Lessor hereby demises, leases, and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Initial Term and any Renewal Term entered into at the option and in the sole discretion of Lessee pursuant to SECTION 4.1 of this Agreement. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment and Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Equipment, except as set forth in this Agreement. Lessor and its agents, employees, servants and representatives shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

SECTION 3.3. Title. Lessor shall hold title to the Equipment during the Lease Term. The Equipment shall become the property of Lessee only upon Lessee's exercise of the purchase option granted in SECTION 4.7 hereof and the payment by Lessee of the Optional Purchase Price of the Equipment and performance by Lessee of all of its other obligations under this Agreement during the Lease Term. In such event, Lessor agrees to

execute and deliver all such instruments and take such other actions as Lessee reasonably requests in order to effectuate transfer of ownership of the Equipment to Lessee. Upon the occurrence and continuance of an Event of Default as provided in SECTION 6.1 hereof, title to the Equipment shall revert to Lessor.

SECTION 3.4. Security Interest This Lease is intended to be a true lease whereby Lessor retains title to the Equipment. Notwithstanding the foregoing, to the extent this Lease is deemed to be a sale of the Equipment to Lessee, to secure the payment of all of Lessee's obligations under this Agreement, Lessee grants to Lessor a first and prior security interest in the Equipment, whether presently owned or hereafter acquired, and in all substitutions therefore and any proceeds thereof and therefrom. The security interest described in this Section 3.4 is intended to be a "purchase-money security interest" within the meaning of Section 9-103 of the Uniform Commercial Code, and the Equipment is intended to be "purchase-money collateral" secured by such purchase-money security interest. Lessee hereby authorizes Lessor to file the Financing Statement attached hereto as EXHIBIT F and further agrees to execute such additional documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

SECTION 3.5. Vendors' Warranties. Lessor and Lessee agree that Lessee, during the Lease Term so long as Lessee shall not be in Default hereunder, may assert from time to time whatever claims and rights including warranties of the Equipment which Lessor may have against the Vendors, and not against Lessor, and no breach of any such warranty shall have any effect whatsoever on the right and obligations of Lessor or Lessee under this Agreement, including the obligations of Lessee to make full and timely payment of the Rental Payments due hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendors of the Equipment.

SECTION 3.6. Liens. During the Term of this Agreement Lessee shall not, directly or indirectly, create, incur, assume, suffer to exist or acquiesce in the creation of any mortgage, security interest, pledge, lien, charge, encumbrance or other claim on or with respect to the Equipment, other than the respective rights of Lessee and Lessor as herein provided, and except as set forth in the Purchase Agreement.

SECTION 3.7. Personal Property. Lessor and Lessee agree that the Equipment is and shall at all times during the Term of this Agreement remain "goods" within the meaning of the Uniform Commercial Code and shall remain personal property, notwithstanding the fact that the Equipment or any part thereof may be or become, in any manner affixed or attached to, embedded in or permanently resting upon real property or any improvement thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real property or improvement.

SECTION 3.8. Assignment by Lessor. Subject to the provisions of the second paragraph of this Section, Lessor's obligations and rights under this Agreement, including the right to receive payments from Lessee hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to this execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment or reassignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book entry system by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to reflect in a book entry the assignee designated in such notice of assignment, and subject to any claim, defense, set-off or counterclaim that Lessee may from time to time have against Lessor, or the assignee, arising from a breach of this Agreement only (not including the Purchase Agreement), to make all payments to the assignee designated in the notice of assignment. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or Financing and Continuation Statements which may be reasonably requested by Lessor or its assignee to protect its interests in the Equipment and in this Agreement.

This Agreement may be assigned and reassigned only to banks, savings and loan and other thrift associations and insurance companies, corporations having assets in excess of \$10 million, investment companies, and accredited investors as defined in the Securities Act of 1933, as amended from time to time.

SECTION 3.9. No Sale, Assignment or Subleasing by Lessee. Neither this Agreement nor the interest of Lessee in the Equipment or any portion thereof may be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

SECTION 3.10. Agreement as to Payments. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment.

ARTICLE IV  
TERM; RENT; NONAPPROPRIATION; PURCHASE OPTION

SECTION 4.1. Initial-Term; Renewal Term. The Initial Term of this Agreement shall commence on April 12, 2016 and shall terminate May 31, 2016. The Lease Term may be continued, solely at the option of Lessee at the end of the Initial Term or any Renewal Term for an additional one year, up to a Maximum Lease Term not to exceed three (3) fiscal years (the "Maximum Lease Term"). At the end of the Initial Term and at the end of each Renewal Term, unless Lessee has terminated this Agreement pursuant to SECTION 4.5 of this Agreement, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term until the Maximum Lease Term has been completed. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Rental Payments shall be as provided in EXHIBIT D to this Agreement

SECTION 4.2. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Initial Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances.

SECTION 4.3. Continuation of Lease Term by Lessee. Lessee intends, subject to SECTION 4.4 of this Agreement, to continue the Lease Term through the Initial Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Initial Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each Budget or appropriation request submitted to Lessee's governing body for adoption in accordance with applicable provisions of law, and to cause its budget officer to use his best efforts to have such portion of the Budget or appropriation request approved by Lessee's governing body.

SECTION 4.4. Nonappropriation. Lessee is obligated only to pay periodic payments under this Agreement as may lawfully be made from funds budgeted and appropriated for the purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Initial or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Initial or Renewal Term. Lessee shall give notice to Lessor of any such failure not less than thirty

(30) days prior to the termination of the then current Initial or Renewal Term, but failure to give such notice shall not extend the term beyond such Initial Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees peaceably to deliver the Equipment to Lessor at a location to be mutually agreed upon by the Lessor and the Lessee.

SECTION 4.5. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

A. The expiration of the Initial Term or any Renewal Term (other than the final Renewal Term) of this Agreement without the authorization of a subsequent Renewal Term as provided in SECTION 4.1 of this Agreement and the payment by Lessee of all Rental Payments payable by Lessee during such Initial Term or Renewal Term, as the case may be;

B. The expiration of the final Renewal Term and the payment by Lessee of all Rental Payments required and the non-exercise by Lessee of its option to purchase the Equipment under SECTION 4.7 of this Agreement;

C. The expiration of the final Renewal Term and the payment by Lessee of all Rental Payments required and the exercise by Lessee of its option to purchase the Equipment under SECTION 4.7 of this Agreement; or

D. A Default by Lessee and the exercise by Lessor of its election to terminate this Agreement under SECTION 6.2 of this Agreement.

In the event of the termination of the Lease Term as described in (A), (B), or (D) above, Lessee, at Lessee's expense, shall immediately return the Equipment to Lessor at the location mutually agreed upon by the Lessor and the Lessee, in a state of good repair and working order to the reasonable satisfaction of Lessor, which satisfaction shall not be unreasonably withheld and shall be indicated by letter to the Lessee. Lessee shall be liable for the payment of any damages to the Equipment not occurring in the ordinary course of business and not constituting normal wear and tear for equipment and machinery of such type and design for the use to which Lessee has covenanted and agreed the Equipment will be put. If Lessee has not delivered possession of the Equipment to Lessor, the termination of the Term of this Agreement shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments which, calculated on a daily basis, have accrued during the period in which Lessee has failed to deliver possession of the Equipment to Lessor in accordance with the terms hereof plus any actual damages resulting from any damages to the Equipment that may occur prior to delivery of possession of the Equipment to Lessor or resulting from the failure of Lessee to deliver the Equipment to Lessor in accordance with the terms hereof.

SECTION 4.6. Rent. Lessee agrees to pay directly to Lessor Rental Payments during the Initial Term and any Renewal Term in the amounts and on the dates as set forth in EXHIBIT E attached hereto. Any payments received later than the tenth (10th)

day following the Due Date shall bear interest from the Due Date at the rate of 1.39% per annum until paid. Lessor and Lessee acknowledge and agree that the obligation of Lessee to pay the Rental Payments shall constitute a current expense of Lessee payable by Lessee from funds budgeted and appropriated in accordance with law for the then current Fiscal Year, and that such obligation shall not in any manner be construed to be a debt of Lessee in contravention of any constitutional or statutory limitations or requirements concerning indebtedness of Lessee and nothing contained herein shall constitute a pledge or encumbrance upon any tax or other revenues of Lessee. Notwithstanding any loss of use resulting from any defect in the Equipment or dispute between Lessee and Vendors or any other person, Lessee shall make all payments of Rental Payments when due and shall not assert against Lessor any right of set-off or counterclaim arising from that loss of use against its obligation to make such payments.

SECTION 4.7. Purchase Option. Provided Lessee is not in Default hereunder, Lessee shall have the right to terminate this Agreement and purchase all the Equipment on any Due Date as set forth in EXHIBIT D upon payment directly to Lessor of all Rental Payments coming due on or before said Due Date plus the then applicable Optional Purchase Price as set forth in EXHIBIT D. In order to exercise such option, Lessee shall give at least sixty (60) days prior written notice to Lessor of Lessee's intent to exercise its option to purchase the Equipment pursuant to this Section.

In the event that Lessee has made all of the rental payments required to be made pursuant to the terms of this Agreement and has failed to exercise its option as provided for herein, then Lessor shall notify Lessee of its intent to take possession of the Equipment as a result of Lessee's failure to exercise its option and Lessee shall thereafter have five (5) additional days in which to exercise its option.

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## ARTICLE V

### CERTAIN COVENANTS OF LESSEE

SECTION 5.1. Use of the Equipment. Lessee has represented and hereby covenants and affirms that the Equipment is essential to the functioning of Lessee, that Lessee has an immediate need for and expects to make immediate use of the Equipment and that the Equipment will be used only in the performance of one or more of the governmental or proprietary functions of Lessee. Lessee will use, operate and maintain the Equipment only in accordance with methods prescribed by the Vendors and only for the purpose intended by the Vendors. Lessee will not use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all laws, regulations, rules, orders and decrees of the State, and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over Lessee or the operation of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation, rule, order, or decree if Lessee shall first give prior written notice of any such proposed contest to Lessor and provide any assurances as may be reasonably requested by Lessor that such contest will not adversely affect the interest of Lessor in the Equipment or the rights of Lessor under this Agreement.

SECTION 5.2. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order in full and complete accordance with the Vendors specifications. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Lessor and its agents, employees, servants and representatives shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment to insure compliance by Lessee with the provisions of this SECTION 5.2.

SECTION 5.3. Insurance. At its own expense, Lessee shall cause property insurance on the Equipment to be carried and maintained with an insurer(s) of recognized responsibility, licensed or otherwise authorized to write such insurance under the laws of the State, in an amount equal to the Full Insurable Value of the Equipment. Within thirty (30) days of commencement of any Lease Term, Lessee shall furnish to Lessor certificates evidencing such insurance coverage, a copy of which is attached hereto as EXHIBIT F. Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other equipment and properties of Lessee as well, as well as a program of self-insurance, the terms and conditions of which are satisfactory to Lessor. Each such policy shall contain a provision to the effect that the insurance company providing coverage shall not cancel the policy or modify it materially and adversely to the interests of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation or modification.

If prior to the termination of this Agreement (a) the Equipment is stolen, destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee will apply the proceeds of any property insurance claim or condemnation award to the prompt replacement, restoration or repair of the Equipment

If the Proceeds are insufficient to pay in full the cost of any replacement, restoration or repair of the Equipment, Lessee shall at its option either (a) promptly complete such replacement, restoration or repair of the Equipment to a good state of condition and pay any costs thereof in excess of the amount of the Proceeds and continue the then current Term of this Agreement, it being recognized that in such event Lessee will not be entitled to any reduction of Rental Payments, or (b) pay to Lessor the amount of the then applicable Optional Purchase Price for the Equipment and upon such payment, the Term of this Agreement shall terminate and the amount of the Proceeds in excess of the then applicable Optional Purchase Price, if any, shall be paid to Lessee.

Lessee shall carry worker's compensation insurance and any similar liability insurance as Lessee shall be authorized at any time and from time to time during the Lease Term covering all employees working on, in, near or about the Equipment, and shall carry general accident and public liability insurance in amounts typical for entities engaged in a business similar to Lessee with assets and liability comparable to those of Lessee, or demonstrate to the satisfaction of Lessor, that self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage. Within thirty (30) days of commencement of any Lease Term, Lessee shall furnish Lessor certificates evidencing such insurance coverage.

SECTION 5.4. Annual Budget Lessee covenants and agrees that, if requested, it shall file with Lessor a copy of its Budget certified by its Authorized official (or an excerpt or extract from its Budget similarly certified) for any Fiscal Year during the Initial Term or any Renewal Term of this Agreement together with a certificate signed by an Authorized official stating that Lessee has made provision in its Budget for the payment to Lessor of the Rental Payments payable by Lessee during such Fiscal Year. Lessee covenants and agrees that it shall present in its draft or proposed Budget for the Fiscal Year next succeeding the then current Term of this Agreement the provision in such Budget of the payment of Rental Payments for the lease of the Equipment for such Fiscal Year. Lessee also covenants and agrees that it shall file with Lessor such other financial information relating to the ability of Lessee to continue to meet its obligations to pay Rental Payments during the then current Term of this Agreement as reasonably may be requested by Lessor.

SECTION 5.5. Records. Lessee will keep proper records with respect to the Equipment which shall at all reasonable times be subject to inspection by Lessor, and its agents, employees, servants and representatives.

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## ARTICLE VI

### DEFAULT AND REMEDIES

SECTION 6.1. Events of Default The term "Event of Default", as used herein, means the occurrence of any one or more of the following events:

A. Failure by Lessee to make any Rental Payment as it becomes due in accordance with the terms of this Agreement, and any such failure continues for thirty (30) days after written notice thereof;

B. Failure by Lessee to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within thirty (30) days after written notice thereof unless Lessor shall agree in writing to an extension of such time; provided, however, if the failure stated in such notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the failure is corrected;

C. The discovery by Lessor that any material statement, representation or warranty made by Lessee in this Agreement is false, misleading or erroneous in any material respect; or

D. Lessee files a voluntary petition in bankruptcy, or Lessee fails to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to perform its obligations hereunder or to carry on its operations, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under any bankruptcy, insolvency, debt moratorium or similar law or any other event or circumstance that renders Lessee incapable of fulfilling its obligations hereunder.

The foregoing provisions of (B) above are subject to the proviso that if, by reason of Force Majeure, Lessee is unable in whole or in part to carry out its covenants and agreements, Lessee shall not be deemed in Default during the continuance of such inability.

SECTION 6.2. Remedies. Whenever any Event of Default shall have happened and be continuing Lessor shall have the right, at its sole option without further demand or notice, subject to the provisions of SECTION 6.1 hereof, to take any one or any combination of the following remedial steps:

A. By written notice to Lessee, declare an amount equal to all Rental Payments then due during the then current Initial Term or Renewal Term, plus all other amounts then due under this Agreement, to be immediately due and payable, whereupon the same shall become immediately due and payable;

B. With or without terminating this Agreement, by written notice to Lessee, require Lessee to, at Lessee's expense, immediately return the Equipment in a good state of condition to Lessor at a location mutually agreed upon by Lessor and Lessee, or Lessor may enter the location in which the Equipment is then situated and take immediate possession of and remove the Equipment at Lessee's expense, and sell or release the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Initial Term or Renewal Term and (ii) the net proceeds of any such sale, leasing or subleasing; and

C. Exercise any other right, remedy or privilege which may be available to Lessor under applicable laws of the State or proceed by appropriate court action to enforce the terms of this Agreement or to rescind this Agreement

The proceeds of the exercise of any or all rights and remedies hereunder shall be applied: first, to the payment of court costs and the reasonable expenses of retaking, holding, securing, transporting, preparing for sale or lease, selling, leasing and other expenses related to the recovery and disposition of the Equipment including the reasonable fees and expenses incurred by Lessor and its legal counsel, advisors and other agents, employees, servants and representatives; second, to the payment of the Rental Payments and all other amounts then due; and lastly, to the payment of any damages to the Equipment caused by the negligence of Lessee and not occurring in the ordinary course of business and not constituting normal wear and tear for equipment of such type and design for the use to which Lessee has covenanted and agreed the Equipment will be put.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and in addition to every other remedy under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

\*\*\*\*\*

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.1. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or course of dealing shall bind either party unless pursuant to an instrument in writing signed by Lessor and Lessee and then effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein.

SECTION 7.2. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by Lessor and Lessee, nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

SECTION 7.3. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 7.5. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

SECTION 7.6. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

SECTION 7.7. Section Headings Not Controlling. The headings of the several Articles and Sections of this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provisions of this Agreement.

SECTION 7.8. Binding Effect This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

SECTION 7.9. Indemnification. Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

SECTION 7.10. Sovereign Immunity. City does not waive its sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement

SECTION 7.11. 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 the 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 parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

SECTION 7.12. Fiscal Year Obligation. No provision of this Agreement shall be construed as creating or constituting a general obligation or other indebtedness of Lessee or a mandatory payment obligation of Lessee in any ensuing Fiscal Year beyond the current Fiscal Year.

\*\*\*\*\*

IN WITNESS WHEREOF, Lessee and Lessor have caused these presents to be signed by their respective officers hereunto duly authorized and have caused their seals to be hereunto affixed, and Lessee and Lessor have caused this Agreement to be dated as of the day and year first above written.

(SEAL)

LESSEE: CITY OF LARAMIE, WYOMING

By: \_\_\_\_\_  
Title: David A. Paulekas, Mayor

ATTESTED:

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

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

STATE OF WYOMING        )  
  )     ss.  
COUNTY OF ALBANY     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by David A. Paulekas, as Mayor on behalf of Lessee.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

(SEAL)

LESSOR: WYOMING STATE BANK  
LARAMIE, WY

By: \_\_\_\_\_  
Title: Glenda C. Sorotski, Vice President

ATTESTED:

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

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

STATE OF WYOMING     )  
  )  
COUNTY OF ALBANY    )     ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016, by Glenda C. Sorotski, as Vice President on behalf of Lessor.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

EXHIBIT A

CERTIFICATE AS TO ARBITRAGE

I, the undersigned officer of the City of Laramie, Wyoming (the "Lessee") being the person duly charged, with others, with responsibility for issuing Lessee's obligation in the form of that certain agreement entitled "Lease and Option To Purchase Agreement", dated as of April 12, 2016 (the "Agreement"), HEREBY CERTIFY that:

1. The Agreement was issued by Lessee under and pursuant to Wyoming law to finance the acquisition of certain Equipment described therein.

2. Pursuant to the Agreement, Lessee is entitled to receive said Equipment in consideration for the obligation of Lessee under the Agreement. Said Equipment will be used in furtherance of the public purposes of Lessee. Lessee does not intend to sell said Equipment or said Agreement or to otherwise dispose of said Equipment during the term of the Agreement. Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement.

3. Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amounts equal to the required payments under the Agreement. The remaining general funds of Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement.

4. Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised that any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of my knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

(SEAL)

LESSEE: CITY OF LARAMIE, WYOMING

By: \_\_\_\_\_  
Title: David A. Paulekas, Mayor

EXHIBIT B

CERTIFICATE OF ACCEPTANCE OF EQUIPMENT

The undersigned as Lessee under the Lease and Option To Purchase Agreement (the "Agreement") dated as of April 12, 2016, with Wyoming State Bank, Laramie, Wyoming (the "Lessor"), acknowledges receipt in good condition all of the Equipment described in the Agreement an in EXHIBIT C thereto as of the \_\_\_\_\_ day of \_\_\_\_\_ 2016, and certifies that Lessee has fully and satisfactorily performed all of it covenants and payment obligations required under SECTION 3.1 of the Agreement.

The undersigned officer of Lessee hereby reaffirms in all respects the Certificate as to Arbitrage attached as EXHIBIT A to the Agreement, and represents that, to the best of his knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and that there were, and are as of the aforementioned date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

(SEAL)

LESSEE: CITY OF LARAMIE, WYOMING

By: \_\_\_\_\_  
Title: David A. Paulekas, Mayor

EXHIBIT C

DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease and Option To Purchase Agreement is as follows:

\* See Attached Purchase Order

Together with all additions, accessions, and replacements thereto.

Lessee hereby certifies that the description of the property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease and Option To Purchase Agreement.

(SEAL)

LESSEE: CITY OF LARAMIE, WYOMING

By:

Title:

\_\_\_\_\_  
David A. Paulekas, Mayor

Location of Equipment:

2778 Banner Road, Laramie, Wyoming 82072

EXHIBIT D

SCHEDULE OF RENTAL PAYMENTS AND OPTIONAL PURCHASE PRICES

<b>Date</b>	<b>Principal</b>	<b>Rate</b>	<b>Interest</b>	<b>Total Debt Service</b>	<b>Option Price (1)</b>
4/12/16					\$191,575.00
6/1/16	\$32,181.95	1.39%	\$364.77	\$32,546.72	\$159,393.05
12/1/16	\$31,435.91	1.39%	\$1,110.81	\$32,546.72	\$127,957.14
6/1/17	\$31,659.86	1.39%	\$886.86	\$32,546.72	\$96,297.28
12/1/17	\$31,875.63	1.39%	\$671.09	\$32,546.72	\$64,421.65
6/1/18	\$32,100.22	1.39%	\$456.50	\$32,546.72	\$32,321.43
12/1/18	\$32,321.43	1.39%	\$225.24	\$32,546.67	\$0.00
<b>Total</b>	\$191,575.00		\$3,705.27	\$195,280.27	

(1) The Lease Option Price is the dollar amount required to terminate the Lease after the then due Lease Payment has been made for the same period.

**EXHIBIT E**  
**FORM OF U.C.C. FINANCIING STATEMENT**

\* See Attached Financing Statement

EXHIBIT F

CERTIFICATE OF INSURANCE

TO: Wyoming State Bank  
3430 E. Grand Avenue  
Laramie, WY 82070

FROM: LESSEE

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with SECTION 5.3 of the Agreement, we have instructed the insurance agent named below:

Accident and liability insurance are self-insured through the Wyoming Association of Risk Management (W.A.R.M.)

to issue:

All Risk Physical Damage Insurance on the Equipment evidenced by a Certificate of Insurance of Property Floater for each piece of equipment to Policy No. \_\_\_\_\_ naming "Wyoming State Bank and/or its assigns" as Loss Payee.

Coverage Required: Full Replacement Value; AND

2. Pursuant to SECTION 5.3 of the Agreement, Worker's Compensation is provided by Wyoming Worker's Compensation Division. Accident and liability insurance are self-insured through the Wyoming Association of Risk Management (W.A.R.M.)
3. Proof of insurance coverage will be provided to Wyoming State Bank, 3430 E. Grand Avenue, Laramie, Wyoming 82070 within thirty (30) days of the commencement of any Lease Term.

(SEAL)

LESSEE: CITY OF LARAMIE, WYOMING

By:

Title: David A. Paulekas, Mayor

**CITY OF LARAMIE COUNCIL REGULAR MEETING July 21, 2015**



**Agenda Item: Bid Award**

**Award of Bid; Public Works Department - One Street Sweeper Unit 211 With Trade-In**

**Recommended Council MOTION:**

“I move to award the bid for One Street Sweeper Unit 211, with Trade-in to Floyd’s Freightliner of Cheyenne, WY in the amount of \$221,575.00.”

**Administrative or Policy Goal:**

Replace aging and worn equipment according to the City’s established replacement schedule as recommended by the Fleet Advisory Committee and approved in the biennial budget.

**Background:**

The City has an established replacement schedule for vehicles and equipment that identifies recommended vehicle and equipment replacement according to a schedule that considers age, mileage, operating hours, and life expectancy. The fleet advisory committee has developed this replacement schedule over the last several years. The replacement schedule provides the recommendations in the annual budget adopted by City Council.

Public Works Department, Unit 211, was placed out for public bid and advertised according to the City’s Purchasing policies. Bids were opened on June 23, 2015, with results as follows:

<u>Company</u>	<u>Base Bid</u>	<u>Trade-in</u>	<u>Total</u>
Equipment Co. of the Rockies Henderson, CO	\$259,277.00	\$13,000.00	\$246,277.00
Floyd’s Freightliner Cheyenne, WY	\$233,575.00	\$12,000.00	\$221,575.00
National Envir. Waste Systems	\$253,687.00	\$30,000.00	\$223,687.00
Titan Machinery Windsor, CO	\$315,217.39	\$15,000.00	\$300,217.39

**Legal/Statutory Authority:**

N/A

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

<u>Source</u>	<u>Amount</u>	<u>Type</u>
Fees/Charges for Service	\$277,500.00	100-4025-431.76-10
<b>Total</b>	<b>\$277,500.00</b>	

**EXPENSE**

**Proposed Project Cost.**

Project Budget	Amount	Funds
Project Cost	\$233,575.00	Base Bid
Loans on Project		
Grants for Project		
Other/Outside Projects	\$12,000.00	Trade-in
City's Amount	\$221,575.00	
Contingency 0%	\$0.00	
<b>Total Amount</b>	<b>\$221,575.00</b>	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	\$277,500.00	100-4025-431-76.10
Less Amount Spent to Date		
Remainder of Budget	\$277,500.00	

**Responsible Staff:**

Earl Smith, P.E., Public Works Director  
Shane Johnson, Street/Fleet Manager

Attachments:

Bid Recommendation  
Bid Tabulation

     City Manager           City Attorney       Public Works



**CITY OF LARAMIE**  
PUBLIC WORKS  
P.O. Box C  
Laramie, WY 82073

Public Works 721-5230  
Solid Waste 721-5279  
Engineering 721-5230  
Street 721-5277  
Utility 721-5280  
FAX (307) 721-5248  
TDD (307) 721-5295

July 7, 2015

To: E. Smith

Fr: S. Johnson

Re: Streets Unit 211 Street Sweeper with Trade In

Bids were received and opened on June 23, 2015 for the delivery of one replacement Street Sweeper for the Public Works Department, Streets Division. One street sweeper was listed as trade item. The bids were as follows:

Ameri-Tech, Casper, WY	Base Bid NO BID		
CMI-Teco, Mills, WY	Base Bid NO BID		
Equipment Company of the Rockies Henderson, CO	Base Bid \$259,277.00	Trade In \$13,000.00	Total Cost \$246,277.00
Floyd's Freightliner, Cheyenne, WY	Base Bid \$233,575.00	Trade In \$12,000.00	Total Cost \$221,575.00
National Environmental Waste Systems	Base Bid \$253,687.00	Trade In \$30,000.00	Total Cost \$223,687.00
Titan Machinery, Windsor, CO	Base Bid \$315,217.39	Trade In \$15,000.00	Total Cost \$300,217.39

The Equipment Company of the Rockies unit has a delivery date of 120 days. This unit has a hydraulic fan, and is hydrostatic drive, so it does not meet the specs for our brakes or transmission. This unit also does not have an auxiliary engine, so it meets none of those specs. This unit has center mounted steering. The water capacity of this unit is 280 gallons and gutter broom only spin one direction

The Floyd's Freightliner unit has a delivery date of 250-280 days. This unit has a height of 120", fresh air intake is hood mounted, and it has a 6 gallon DEF tank. The lights are also not wired into the key switch. The sweeper module has a height of 123", the auxiliary engine is not liquid cooled and the rear strip broom has a width of 58". The hydraulic filter is in tank.

The National Environmental Waste System unit has a delivery date of 180-210 days. This unit has only an in cab dump switch, and the water system has a hydraulic water pump.

I am recommending the City accept the Floyd's Freightliner bid for the street sweeper for a total of \$221,575.00

The old unit was purchased in 2009 and had an original purchase price of \$181,005.00 and has a life to date cost of \$97,426.76 for the main sweeper and a life to date cost on the secondary engine of \$18,004.78 for a total cost \$115,431.54 for parts and labor.

**This unit is a mechanical sweeper that we use for heavier/thicker material (mud from alleys, chips after chip sealing or thick build up areas in the tree area). The mechanical sweeper does not get the finer material and does leave some small material that we have to use our other sweepers on. This unit has more moving parts than Units 230 and 244 that are the regenerative air (suction) sweepers that work well for smaller objects (sand, leaves, ice slice).**

**The Public Works Department, Streets Division budget has \$277,500.00 budgeted for the purchase of the street sweeper.**

**Please contact me if you have any questions regarding this bid.**

CITY OF LARAMIE BID OPENING

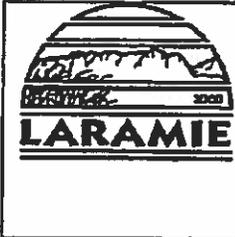
NAME OF BID ITEM: Unit 211 - Street Sweeper  
DEPARTMENT: Stg.  
DATE OF OPENING: 6/23/2015  
STAFF PRESENT: Jo Anne Co. - Sny

NAME OF BIDDER National Environmental Waste Systems  
ADDRESS 2240 S, 5370 West  
CITY, STATE, ZIP Salt Lake City UT 84120  
BID BOND (% OR \$) 5% OR  
CERTIFIED/CASHIER'S CHECK AMOUNT \$ \_\_\_\_\_  
TOTAL BID AMOUNT \$ 223,687.00

NAME OF BIDDER Equipment Co of the Rockies  
ADDRESS 9751 E. 102nd Ave  
CITY, STATE, ZIP Henderson CO 80640  
BID BOND (% OR \$) Forkknoll 5 OR  
CERTIFIED/CASHIER'S CHECK AMOUNT \$ \_\_\_\_\_  
TOTAL BID AMOUNT \$ 246,277.00

NAME OF BIDDER Titen Machinery  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP Gillette WY  
BID BOND (% OR \$) 5% OR  
CERTIFIED/CASHIER'S CHECK AMOUNT \$ \_\_\_\_\_  
TOTAL BID AMOUNT \$ 300,217.39

NAME OF BIDDER Floyd's  
ADDRESS 221 E. 1st St  
CITY, STATE, ZIP Cheyenne WY 82007  
BID BOND (% OR \$) 5% OR  
CERTIFIED/CASHIER'S CHECK AMOUNT \$ \_\_\_\_\_  
TOTAL BID AMOUNT \$ 221,575.00



**Agenda Item: Resolution**

**Title:** Resolution authorizing the City of Laramie, Wyoming to enact a Reimbursement Resolution to pay for Equipment Expenditures and seek reimbursement from proceeds of one or more tax-exempt leases

**Recommended Council MOTION:**

2015-

Move to Approve Resolution 49 authorizing the City of Laramie, Wyoming to enact a Reimbursement Resolution to pay for equipment expenditures and seek reimbursement from proceeds of one or more tax exempt leases and authorize the Mayor and Clerk to sign.

**Administrative or Policy Goal:**

The Finance department must bid and contract with banking authorities for lease purchases which can cause a time delay or timing issue with departments bidding and taking delivery of equipment.

**Background:**

Large equipment is often funded by a lease purchase agreement. The Finance department cannot issue a lease purchase without appropriate timing of the equipment (once bid and contracted). In order to seek lease purchases from banking authorities, the City requests bids for the best available rates. The City must then contract with the banking agency for the lease terms and conditions and seek council approval for the lease purchase contract. This usually takes about a month due to timing of Council meetings. This resolution will allow the City to pay the vendor and relieve the City Departments with constraints of lease purchase timing issues. This resolution allows the City to seek reimbursement from expenditures from lease proceeds after payment of the equipment.

We are recommending that you allow this proposal to be in place for the equipment schedule to be leased purchased for FY2015 –FY2016. However, the Finance department will only utilize this process when necessary.

- Unit 666 – Service Truck – Solid Waste Fund
- Eng 1 - Quint match – Fire – General Fund
- Unit 211 – Street Sweeper – General Fund
- Unit 230 – Steet Tymco Sweeper – General Fund
- New Purchase – Street Paver – General Fund
- Unit 602 – Landfill Dozer – Solid Waste Fund
- Dispatch consoles, phone system & other Equipment – E911 Fund

**Legal/Statutory Authority:**

W.S. 15-1-702, IRS Code 103

**BUDGET/FISCAL INFORMATION:**

REVENUE

RESOLUTION 2015 43

**RESOLUTION AUTHORIZING THE CITY OF LARAMIE, WYOMING TO ENACT A REIMBURSEMENT RESOLUTION TO PAY FOR EQUIPMENT EXPENDITURES AND SEEK REIMBURSEMENT FROM PROCEEDS OF ONE OR MORE TAX EXEMPT LEASES**

WHEREAS, the City of Laramie Wyoming (the "City") may incur and pay from its General Fund, Utility Fund, Solid Waste Fund, and E911 fund for certain expenditures (the "Expenditures") including expenditures for the purpose of acquiring equipment or vehicles on behalf of the City as approved within the City's budget.

WHEREAS, the City has an option to either lease with option to purchase with the vendor or use this Reimbursement Resolution to pay for the authorized equipment and seek reimbursement through a one or more tax exempt leases.

WHEREAS, the City reasonably expects to reimburse vehicle and equipment expenditures with the proceeds of one or more tax-exempt lease financings; and

WHEREAS, the Internal Revenue Service (the "IRS") has issued regulations (the "Regulations") under Section 103 of the Internal Revenue Code (the "Code") clarifying when the allocation of the bond or lease proceeds to reimburse expenditures made by an entity will be treated as an expenditure of proceeds within the meaning of Section 103 of the Code; and

WHEREAS, to satisfy the IRS requirements with respect to the foregoing, the City desires to declare its "official intent" in compliance with the Regulations, to reimburse vehicle and equipment expenditures from proceeds of one or more tax exempt leases expected with a maximum principal amount \$2,635,000.

THEREFORE, BE IT RESOLVED, that the City hereby declares its "official intent" to reimburse itself for the vehicle and equipment expenditures with a maximum principal amount of \$2,635,000 million by incurring lease obligations, the interest on which is excludable from gross income under Section 103 of the Code (the "Reimbursement Bonds").

FURTHER RESOLVED, the City expects to pay lease payments on the leases from the appropriate fund revenues or investments of the City over the term of the respective lease obligations.

FURTHER RESOLVED, that all resolutions of the City inconsistent with these Resolutions are hereby repealed to the extent of such inconsistency and all actions of officers, agents and employees of the City which are furtherance of or in conformance with the purposes and intent of these Resolutions are hereby in all respects ratified, approved and confirmed.

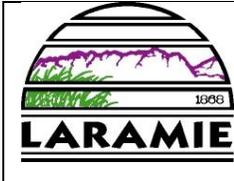
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF LARAMIE, WYOMING

\_\_\_\_\_  
David A. Paulekas, Mayor and President of the Laramie City Council

ATTEST:

\_\_\_\_\_  
Sue Morris-Jones-MMC, City of Laramie



**Agenda Item: Resolution**

**Title:** Resolution 2016-\_\_\_\_, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.

**Recommended Council MOTION:**

Move to **approve** Resolution 2016-\_\_\_\_, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.

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**Administrative or Policy Goal:**

According to the Laramie Comprehensive Plan (2007), “(...) infill development is highly desirable because it requires a minimal extension of service” (7-1). Establishing a Restrictive Use Control Area on this site would allow future development on a currently unutilized site due to soil contamination. This type of brownfield remediation and development is an effective way to continue infill development within the City of Laramie and limit any potential effects to citizens caused by previous uses on the site.

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**Background:**

This resolution would establish a restrictive Use Control Area for a site approximately 2.81 acres in size located at 971 North Cedar Street in Laramie, WY. The site in question was formerly the location of the Laramie Yttrium Plant/ Midwest Refinery site. Due to these former uses, the soil on the site has been contaminated and thus the site has been designated as a brownfield.

Use Control Areas are authorized through the Wyoming State Department of Environmental Quality. This proposed Use Control Area would be established by request of the property owner; Laramie Rivers Conservation District.

The proposed restrictions for the brownfield site in question, as established by the Use Control Area is as follows:

That the following uses shall be prohibited in the specifically described Use Control Area:

- a. All Residential Uses/Development.
- b. Excavation shall be restricted to the depth of the shallow alluvial aquifer, typically ca. 6’-8’ below ground surface at the Site.
- c. Community Gardens/Greenhouse, unless for the purpose of growing plants, fruits and vegetables, in raised planters, beds, or equivalent to protect users and consumers from exposure to contaminated soils and for Non-commercial use.
- d. At a minimum, the following uses shall be prohibited due to potential exposure of sensitive populations to contaminated soils:
  1. Nursery and Landscaping, except as may be provided for in “c.”.

2. Hotel/Motel, Boarding House, Fraternity/Sorority or other Temporary Lodging including Camping or RV Park.
3. Racing Facilities (Motorized and Non-Motorized).
4. Veterinary Clinic, Animal Shelter, Zoo, Boarding/Kennels, Animal Training or other animal related operation where animals may be on site.
5. Jail, Prison, Juvenile Detention, Half-way House and/or other similar uses.
6. Homeless Shelters.
7. Parks or Recreation Facility.
8. Daycare, elder care, nursing home, assisted living home.
9. Hospital.
10. Hospice care.
11. Commercial agriculture uses.
12. Slaughterhouses, Packinghouses, Stockyards or Dairy Production/Processing.
13. Schools and Colleges.

These proposed restrictions would allow the site to meet Industrial Cleanup levels as established by the United States Environmental Protection Agency. According to W.S. 35-11-1609, Industrial Cleanup levels are only allowable when a Use Control Area has been established.

According to the petitioner, a remedy allowing for unrestricted use on the site is not feasible, would cost approximately \$2.19M, as opposed to the approximately \$316,000 in remediation costs with the establishment of a Use Control Area.

**Legal/Statutory Authority:**

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Wyoming State Statutes 35-11-1609

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

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

**Responsible Staff:**

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	4/5/2016
PH Advertised	3/5/2016; 3/12/2016; 3/19/2016; 3/26/2016
Introduction/1 <sup>st</sup> Reading	4/5/2016

Randy Hunt, AICP, Community  
Development Director, 721-5288

2 <sup>nd</sup> Reading	
3 <sup>rd</sup> Reading	

Derek T. Teini, AICP, Principal Planner, 721-5245

Attachments:

Resolution 2016-\_\_, Use Control Area Petition Submitted by Laramie Rivers Conservation District –  
2.11.2016, DEQ Support Letter – 1.13.2016

\_\_\_\_City Manager \_\_\_\_City Attorney \_\_\_\_**Community Development**



**Agenda Item: Resolution**

**Title:** Resolution 2016-\_\_\_\_, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.

**Recommended Council MOTION:**

Move to **approve** Resolution 2016-\_\_\_\_, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.

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**Administrative or Policy Goal:**

According to the Laramie Comprehensive Plan (2007), “(...) infill development is highly desirable because it requires a minimal extension of service” (7-1). Establishing a Restrictive Use Control Area on this site would allow future development on a currently unutilized site due to soil contamination. This type of brownfield remediation and development is an effective way to continue infill development within the City of Laramie and limit any potential effects to citizens caused by previous uses on the site.

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**Background:**

This resolution would establish a restrictive Use Control Area for a site approximately 2.81 acres in size located at 971 North Cedar Street in Laramie, WY. The site in question was formerly the location of the Laramie Yttrium Plant/ Midwest Refinery site. Due to these former uses, the soil on the site has been contaminated and thus the site has been designated as a brownfield.

Use Control Areas are authorized through the Wyoming State Department of Environmental Quality. This proposed Use Control Area would be established by request of the property owner; Laramie Rivers Conservation District.

The proposed restrictions for the brownfield site in question, as established by the Use Control Area is as follows:

That the following uses shall be prohibited in the specifically described Use Control Area:

- a. All Residential Uses/Development.
- b. Excavation shall be restricted to the depth of the shallow alluvial aquifer, typically ca. 6’-8’ below ground surface at the Site.
- c. Community Gardens/Greenhouse, unless for the purpose of growing plants, fruits and vegetables, in raised planters, beds, or equivalent to protect users and consumers from exposure to contaminated soils and for Non-commercial use.
- d. At a minimum, the following uses shall be prohibited due to potential exposure of sensitive populations to contaminated soils:
  1. Nursery and Landscaping, except as may be provided for in “c.”.

2. Hotel/Motel, Boarding House, Fraternity/Sorority or other Temporary Lodging including Camping or RV Park.
3. Racing Facilities (Motorized and Non-Motorized).
4. Veterinary Clinic, Animal Shelter, Zoo, Boarding/Kennels, Animal Training or other animal related operation where animals may be on site.
5. Jail, Prison, Juvenile Detention, Half-way House and/or other similar uses.
6. Homeless Shelters.
7. Parks or Recreation Facility.
8. Daycare, elder care, nursing home, assisted living home.
9. Hospital.
10. Hospice care.
11. Commercial agriculture uses.
12. Slaughterhouses, Packinghouses, Stockyards or Dairy Production/Processing.
13. Schools and Colleges.

These proposed restrictions would allow the site to meet Industrial Cleanup levels as established by the United States Environmental Protection Agency. According to W.S. 35-11-1609, Industrial Cleanup levels are only allowable when a Use Control Area has been established.

According to the petitioner, a remedy allowing for unrestricted use on the site is not feasible, would cost approximately \$2.19M, as opposed to the approximately \$316,000 in remediation costs with the establishment of a Use Control Area.

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**Legal/Statutory Authority:**

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Wyoming State Statutes 35-11-1609

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**BUDGET/FISCAL INFORMATION:**

**REVENUE**

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

**Responsible Staff:**

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	4/5/2016
PH Advertised	3/5/2016; 3/12/2016; 3/19/2016; 3/26/2016
Introduction/1 <sup>st</sup> Reading	4/5/2016

Randy Hunt, AICP, Community  
Development Director, 721-5288

2 <sup>nd</sup> Reading	
3 <sup>rd</sup> Reading	

Derek T. Teini, AICP, Principal Planner, 721-5245

Attachments:

Resolution 2016-\_\_, Use Control Area Petition Submitted by Laramie Rivers Conservation District –  
2.11.2016, DEQ Support Letter – 1.13.2016

\_\_\_\_City Manager \_\_\_\_City Attorney \_\_\_\_**Community Development**

**CITY COUNCIL RESOLUTION NO: CC 2016-\_\_**

**RESOLUTION OF THE CITY OF LARAMIE CITY COUNCIL APPROVING A PETITION BY THE LARAMIE RIVERS CONSERVATION DISTRICT TO ESTABLISH A USE CONTROL AREA AS ALLOWED BY WYOMING STATUTES § 35-11-1609 AT 971 N. CEDAR STREET**

WHEREAS, the Laramie Rivers Conservation District, owner of a property at 971 N. Cedar Street, has submitted a Petition to the City of Laramie, for the establishment of a Use Control Area (UCA) as defined in Wyoming Statutes § 35-11-1609 for said property;

WHEREAS, on March 2, 2016, notice of the Public Hearing regarding the Use Control Area was mailed to all surface owners of record of land contiguous to the site pursuant to Wyoming Statutes § 35-11-1609;

WHEREAS, on March 5, 2016, March 12, 2016, March 19, 2016 and March 26, 2016, published notice of the petition and public hearing was given one per week for four (4) consecutive weeks in the *Laramie Boomerang* pursuant to Wyoming Statutes § 35-11-1609;

WHEREAS, on April 5, 2016, a public hearing was conducted regarding the Petition, in which the Laramie City Council listened to comments of the Petitioner, as well as all public comments.

WHEREAS, the Laramie City Council, having heard all comments and discussed such Petition, and approved the creation of a Use Control Area as requested in the Petition.

**THEREFORE THE LARAMIE CITY COUNCIL RESOLVES:**

**Section 1.** That the Laramie City Council hereby approves City Council Resolution 2016-\_\_, granting a Petition to establish a Use Control Area upon the property located at 971 N. Cedar Street, specifically described in Attachment 1 – Lot Line Adjustment Laramie Rivers Conservation District Parcel 1 and Outlet A which is attached hereto and incorporated herein, pursuant to Wyoming Statutes § 35-11-1609.

**Section 2.** That the following uses shall be prohibited in the specifically described Use Control Area:

- a. All Residential Uses/Development.
- b. Excavation shall be restricted to the depth of the shallow alluvial aquifer, typically ca. 6’-8’ below ground surface at the Site.
- c. Community Gardens/Greenhouse, unless for the purpose of growing plants, fruits and vegetables, in raised planters, beds, or equivalent to protect users and consumers from exposure to contaminated soils and for Non-commercial use.
- d. At a minimum, the following uses shall be prohibited due to potential exposure of sensitive populations to contaminated soils:
  - a. Nursery and Landscaping, except as may be provided for in Sec. 2.c.
  - b. Hotel/Motel, Boarding House, Fraternity/Sorority or other Temporary Lodging including Camping or RV Park.
  - c. Racing Facilities (Motorized and Non-Motorized).
  - d. Veterinary Clinic, Animal Shelter, Zoo, Boarding/Kennels, Animal Training or other animal related operation where animals may be on site.
  - e. Jail, Prison, Juvenile Detention, Half-way House and/or other similar uses.
  - f. Homeless Shelters.
  - g. Parks or Recreation Facility.
  - h. Daycare, elder care, nursing home, assisted living home.

- i. Hospital.
- j. Hospice care.
- k. Commercial agriculture uses.
- l. Slaughterhouses, Packinghouses, Stockyards or Dairy Production/Processing.
- m. Schools and Colleges.

**Section 3.** That this resolution shall become effective after its passage, approval, and publication.

**PASSED, APPROVED AND ADOPTED the \_\_\_ day of \_\_\_\_\_, 2016.**

\_\_\_\_\_  
David A Paulekas  
Mayor and President of the City Council

ATTEST:

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



*Laramie Rivers Conservation District*

5015 Stone Rd.  
Laramie, WY 82070  
(307) 721-0072

---

Tony Hoch, Director

Derek Teini  
Senior Planner  
City of Laramie  
P.O. Box C  
Laramie WY 82073

February 11, 2016

Subject: Petition for Restricted Use Control Area at 971 N. Cedar

Mr. Teini,  
Please find attached a formal Petition for Restricted Use Control Area at the old Laramie Yttrium Plant/Midwest Refinery site.

Our brownfield property at 971 N. Cedar has been enrolled in the Wyoming Dept. of Environmental Quality's (DEQ's) Voluntary Remediation Program or VRP since 2012. The goal of the VRP is to characterize and clean up a property to the point that it can be re-used or sold for appropriate purposes without environmental liability concerns. Part of the process, in this case, is to attach "institutional controls" to the title to ensure the property is used appropriately in the future, regardless of the owner. This is also the next step in signing a Remedy Agreement with DEQ, which will allow us to move forward with the actual environmental cleanup, using EPA Brownfield funds which we have already secured.

We prepared the UCA Petition in consultation with the DEQ/VRP staff and we believe everything is in order. We look forward to working with you and the City of Laramie in moving this process forward.

Sincerely,

Tony Hoch

Attachments: 1) UCA Petition; 2) Letter of support from WYDEQ

**LARAMIE'S FORMER YTTRIUM PLANT  
RESTRICTED USE CONTROL AREA (UCA) PETITION  
VRP SITE #2162**

**The Laramie Rivers Conservation District** (hereinafter referred to as "LRCD"), hereby requests that Voluntary Remediation Program (VRP) Site #2162 be designated a Use Control Area by the City of Laramie. The following information is offered in support of LRCD's Petition.

**A. Introduction.**

VRP Site #2162 (hereinafter referred to as "Site") is located at 971 N. Cedar, Laramie, WY. The 2.80 acre Site is owned by LRCD and was accepted into the VRP on February 21, 2012. The Site is bounded on two sides (north and east) by industrial and commercial activity, on the south by the proposed Harney St. viaduct, and on the west by former refinery property that has been cleared and abandoned. The Site was once the main industrial operation center of a 200+ acre refinery and tank field complex. Please see Exhibit A for Site map, "New Parcel 1".

Following is the Site's legal description: Commencing at the southeast corner of said Section 29 being a 3.25 inch aluminum cap found, thence along the southerly boundary of said Section 29 North 89°54'08" West 552.15 feet to the southeasterly corner of Outlot A, Block 10 Riverside Acres - Phase 3 document number 2011-3084, recorded at the Clerk and Records Office in Albany County, Wyoming, thence continuing along the southerly boundary of said Section 29 North 89°54'08" West 368.98 feet to the beginning of a non-tangent circular curve concaved southwesterly, having a radius of 716.21 feet, also being a point on the existing easterly Right-of-Way of Cedar Street; Thence continuing along said curve through a central angle of 08°59'22", an arc distance of 112.37 feet (chord bearing North 08°17'25" West 112.25 feet), to the beginning of a tangent circular curve concaved northeasterly, having a radius of 1122.72 feet; Thence continuing along said curve through a central angle of 08°39'10", an arc distance of 169.55 feet (chord bearing North 08°27'30" West 169.39 feet) to the Point of Beginning of this description;

Thence North 89°58'54" East 242.49 feet;

Thence North 01°04'37" East 13.12 feet;

Thence South 89°48'51" East 111.58 feet;

Thence North 04°47'51" East 17.66 feet;

Thence South 88°49'25" East 80.17 feet to a point on the easterly boundary of said Outlot A, Block 10 Riverside Acres - Phase 3;

Thence continuing along the easterly boundary of said Outlot A, Block 10 Riverside Acres - Phase 3, North 04°47'51" East 247.46 to a point on the southerly line of Riverside Acres-Phase 3;

Thence North 89°54'09" West 483.66 feet along the southerly line of Riverside Acres-Phase 3, to a point on the existing easterly Right-of-Way of Cedar Street;

Thence South 08°33'39" East 29.24 feet along the existing easterly Right-of-Way of Cedar Street, to the beginning of a tangent circular curve concaved southwesterly, having a radius of 2039.27 feet;

Thence continuing along said curve through a central angle of 06°04'29", an arc distance of 216.21 feet, (chord bearing South 05°31'25" East 216.11 feet) to the beginning of a tangent

circular curve concaved northeasterly, having a radius 1122.72 feet, also being a point on the existing easterly right of way of Cedar Street;  
Thence continuing along said curve through a central angle of 01°38'43", an arc distance of 32.24 feet (chord bearing South 03°18'33" East 32.24 feet) to the point of beginning.

## **B. Data**

The following Site characterization data reports/activities have been completed to date:

1. *Phase I – Environmental Site Assessment for Targeted Brownfields Assessment, Yttrium Plant, Laramie, Albany County, Wyoming, TDD No. 1204-04*, URS Operating Services, Inc., May 10, 2012. Provided summary of Site property ownership, review of environmental databases, history of the Site, and initial results of November 2011 Phase II soil and groundwater sampling.
2. *Phase II – Analytical Results Report for Targeted Brownfields Assessment, Laramie Yttrium Plant (Including Portions of the Midwest/Standard Oil Refinery), Laramie, Albany County, Wyoming, TDD No. 1204-04*, URS Operating Services, Inc., October 29, 2012. Included summary of installation of six monitor wells, surface and subsurface soil sampling, and groundwater sampling.
3. *Well Completion and Quarterly Sampling Report, Wyoming Department of Environmental Quality, Laramie Former Yttrium Plant, Laramie, WY*, Trihydro Corporation, March 17, 2014. Included installation of six additional monitor wells in January 2014, surface and subsurface soil sampling, and groundwater sampling.
4. *Second Quarterly Sampling Report, Wyoming Department of Environmental Quality, Laramie Former Yttrium Plant, Laramie, WY*, Trihydro Corporation, May 19, 2014. Included results of second sampling event (April 2014) since the six new wells were installed in January 2014.
5. *Remedial Alternatives Evaluation Report*, Trihydro Corporation, June 2015 (RAER). Summarized Site conceptual model, reviewed options for remedial actions at Site, provided recommendations for preferred remedy.

For purposes of the VRP Remedy Agreement only, the following contaminants of concern (COCs) have been identified for this Site:

COCs and cleanup levels for soils are shown in Table 1 below. The proposed soil cleanup levels (**bold print**) are established by the United States Environmental Protection Agency (Industrial Soil Regional Screening Levels Table dated June 2015). *Industrial Cleanup levels are only allowable when a Use Control Area has been established in accordance with W.S.35-11-1609.* The soil cleanup level for arsenic is based on a State background arsenic value taken from VRP Fact Sheet #12 Tech Memo #2, Rev. 1, dated 1/15/15. Residential soil cleanup levels have also been included in Table 1 for reference.

**Table 1. Laramie Former Yttrium Plant, Constituents of Concern/Cleanup Levels for Soils**

Category	Analyte	CAS	Residential Cleanup Level (mg/kg)	Industrial Cleanup Level (mg/kg)
SVOC	2,6-DINITROTOLUENE	00606-20-2	0.36	<b>1.5</b>
SVOC	BENZO(A)ANTHRACENE	00056-55-3	0.15	<b>2.9</b>
SVOC	BENZO(A)PYRENE	00050-32-8	0.015	<b>0.29</b>
SVOC	BENZO(B)FLUORANTHENE	00205-99-2	0.15	<b>2.9</b>
SVOC	DIBENZO(A,H)ANTHRACENE	00053-70-3	0.015	<b>0.29</b>
SVOC	INDENO(1,2,3-CD)PYRENE	00193-39-5	0.15	<b>2.9</b>
METALS	ARSENIC	7440-38-2	0.61	<b>12</b>
METALS	LEAD	7439-92-1	400	<b>800</b>
METALS	MERCURY	7439-97-6	9.4	<b>40</b>
METALS	THALLIUM	7440-28-0	0.78	<b>12</b>

**C. Draft Remedy** The RAER for the Site reviewed several remedial alternatives for soils, including excavations based on several different cleanup levels (industrial, residential, migration to groundwater, risk-based), capping with low-permeability soils, establishing a UCA, and phytoremediation. The remedial alternatives selected for this draft remedy have been chosen for their effectiveness at reducing risk and for protection of human health and the environment. The draft remedial soil performance objectives are as follows:

- 1) Excavation of contaminated soils exceeding the industrial screening levels to depths of 1- to 6- feet below ground surface (bgs). The areas of excavation will be based on those areas delineated by risk-based evaluation for PAHs described in Appendix F and Appendix G-4 of the RAER, and illustrated in Figure 8-1 “Recommended Alternative Excavation Area” from the RAER (please see Exhibit B). Soils will be characterized as hazardous or non-hazardous and disposed of at an appropriate facility.
- 2) Capping of remaining soils at the Site with a low-permeability soil or concrete/asphalt pavement.
- 3) Monitor natural attenuation of contaminants in groundwater following implementation of the soil remedy components.

**D. Justification for the Use Control Area**

It is not feasible to implement a remedy to make the Site suitable for unrestricted use. Based on engineering calculations for unrestricted use of soils at the Site (please see Appendix G-1, RAER, 2015) excavation and fill would cost \$2.19M.

The selected remedy, excavation of soils as mentioned in Section C.1. such that risk-based industrial screening levels (Appendix G-4, RAER) are met will cost approximately \$316,000. Soils which meet industrial screening levels will be left in place, reducing the impact to the local landfill or any other permitted facility which receives the contaminated soils.

**E. Prohibited Future Uses for Soils in the Use Control Area**

- a. All Residential Uses/Development.
- b. Excavation shall be restricted to the depth of the shallow alluvial aquifer, typically ca. 6'-8' below ground surface at the Site.
- c. Community Gardens/Greenhouse, unless for the purpose of growing plants, fruits and vegetables, in raised planters, beds, or equivalent to protect users and consumers from exposure to contaminated soils and for Non-commercial use.
- d. At a minimum, the following uses shall be prohibited due to potential exposure of sensitive populations to contaminated soils:
  - a. Nursery and Landscaping, except as may be provided for in Sec. E.c.
  - b. Hotel/Motel, Boarding House, Fraternity/Sorority or other Temporary Lodging including Camping or RV Park.
  - c. Racing Facilities (Motorized and Non-Motorized).
  - d. Veterinary Clinic, Animal Shelter, Zoo, Boarding/Kennels, Animal Training or other animal related operation where animals may be on site.
  - e. Jail, Prison, Juvenile Detention, Half-way House and/or other similar uses.
  - f. Homeless Shelters.
  - g. Parks or Recreation Facility.
  - h. Daycare, elder care, nursing home, assisted living home.
  - i. Hospital.
  - j. Hospice care.
  - k. Commercial agriculture uses.
  - l. Slaughterhouses, Packinghouses, Stockyards or Dairy Production/Processing.
  - m. Schools and Colleges.

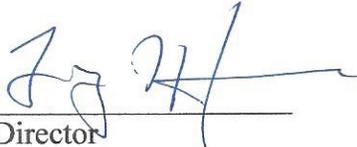
**F. Public Notice Requirement**

The following Public Notice procedures will be followed regarding this Petition:

LRCDC will provide written notice of the Petition to all surface owners of record of land contiguous to the Site. LRCDC will also publish a Notice of the Petition and a Public Hearing once per week for four (4) consecutive weeks in a newspaper of general circulation in Laramie, Wyoming. Such Notice will identify the property, generally describe the Petition and proposed use restrictions, direct that comments may be submitted to the Director of the Laramie Rivers Conservation District, and provide the date, time and place of the LRCDC monthly meeting at which the Petition will be heard and discussed. The Public Hearing will be held no sooner than thirty (30) days after the first publication of the notice.

**G. Use Control Area Acknowledgement:** The Site will be subject to a Remedy Agreement to be signed at a later date between the LRCDC and the Wyoming Department of Environmental Quality. This Use Control Area petition is respectfully submitted this 11<sup>th</sup> day of February, 2016

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

By:   
\_\_\_\_\_  
Tony Hoch, Director  
Laramie Rivers Conservation District

(SEAL)

Attest:

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Sue Morris-Jones, City Clerk

Exhibit A. Site Map for the Laramie Former Yttrium Plant. Parcel proposed for UCA is "New Parcel 1".



VICINITY MAP  
SCALE: 1"=200'

LOT LINE ADJUSTMENT  
LARAMIE RIVERS CONSERVATION DISTRICT  
PARCEL 1 AND OUTLOT A  
1/2 1/4 SEC. 26, T18N, R12W, 6TH P.M.  
ALBANY COUNTY, WYOMING

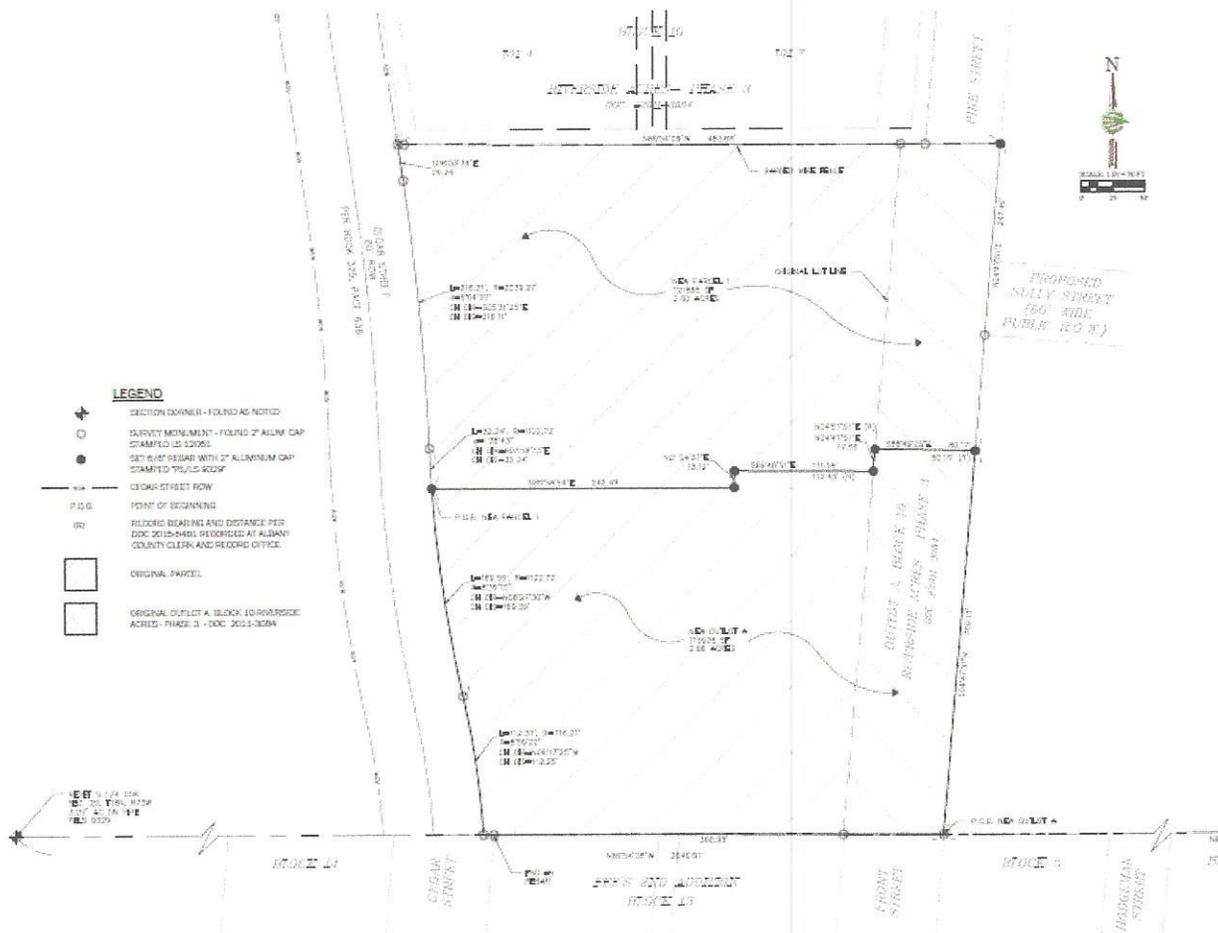
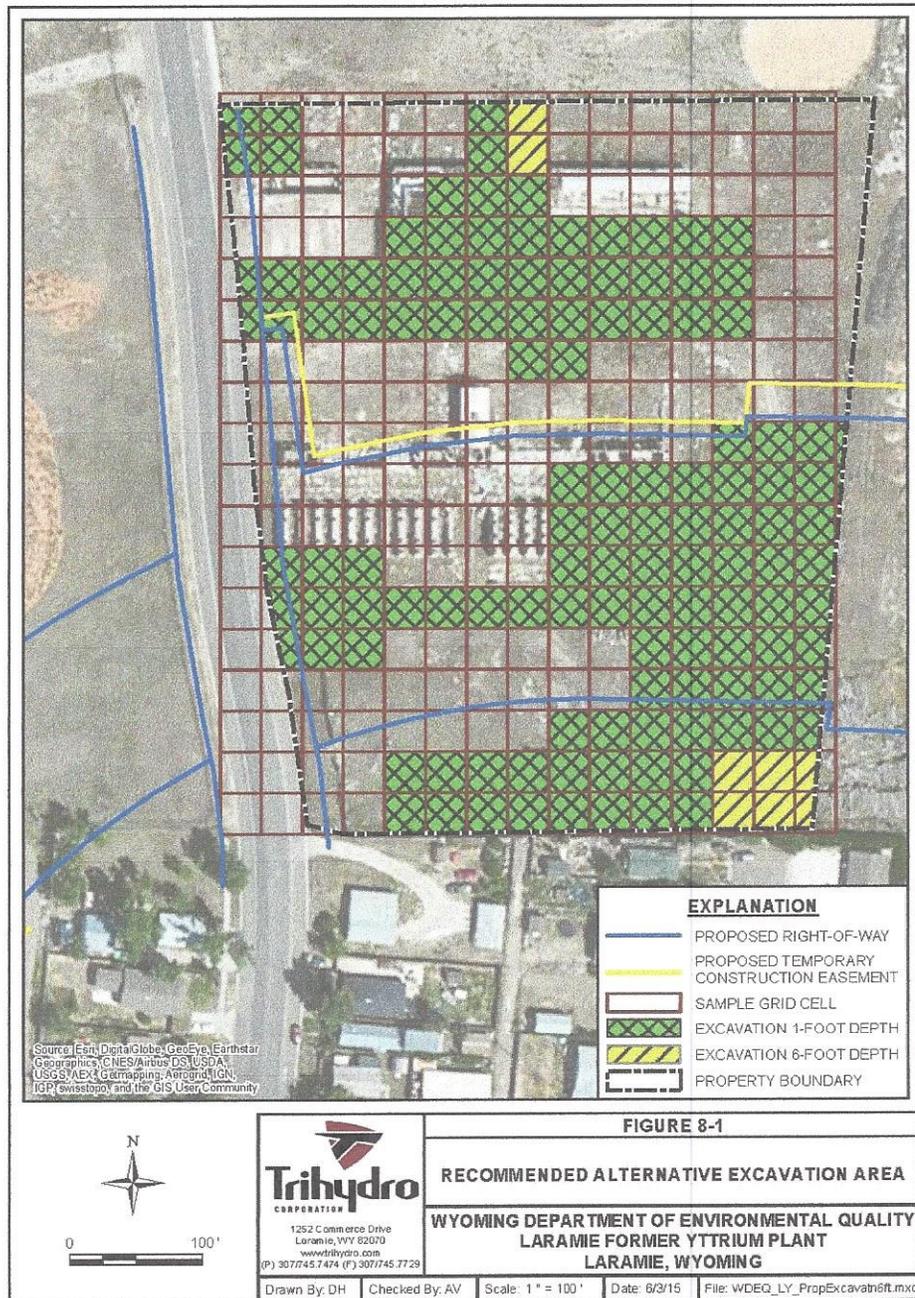


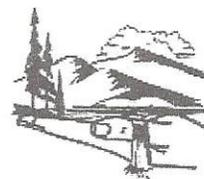
Exhibit B. Map showing areas recommended to be excavated at the Laramie Former Yttrium Plant. The area planned for excavation in this Use Control Area is represented by the green and yellow squares in the top seven rows; the rest will be the responsibility of WYDOT as part of the Harney St. Project.





# Department of Environmental Quality

To protect, conserve, and enhance the Quality of Wyoming's environment for the benefit of current and future generations



Matthew H. Mead, Governor

Todd Parfitt, Director

January 13, 2016

Mr. Derek Teini  
Principal Planner  
City of Laramie, Community Development, Planning  
P.O. Box C  
Laramie, WY 82073

RE: Letter of Support for Use Control Area for the Laramie Rivers Conservation District, Laramie Former Yttrium Plant (VRP Site #2162)

Dear Mr. Teini:

This letter of support is submitted by the Wyoming Department of Environmental Quality Voluntary Remediation Program (WDEQ/VRP) for the Laramie Former Yttrium Plant (Site), located at 971 North Cedar Street in the City of Laramie, Albany County, Wyoming. The Laramie Rivers Conservation District (LRCD) submitted an application to join the VRP on February 9, 2012, and also requested brownfields assistance. The Site was determined eligible on February 21, 2012, and includes a portion of the old Standard/Midwest oil refinery.

The WDEQ VRP strongly recommends and supports the LRCD's intent to petition for a Use Control Area (UCA) for the Site through the City of Laramie. The LRCD, Trihydro Corporation (Laramie), and the WDEQ developed a Remedial Alternatives Evaluation Report (RAER) for the Site as part of the VRP process. Based on the findings in the RAER, it was determined that excavation of contaminated soils at the site to industrial cleanup levels with an institutional control (i.e., UCA) is the best remedial alternative for the Site. By receiving a UCA for the Site and the WDEQ incorporating the UCA into a Remedy Agreement, the WDEQ and LRCD can ensure that future uses at the Site will be restricted to non-residential uses. This will be protective of human health and the environment, and is consistent with the intent of the VRP process.

The WDEQ has been pleased to work with the LRCD on this project, and we look forward to successful completion of remediation of the Site.

Sincerely,

Jerry Breed  
HW/VRP Program Manager  
Solid and Hazardous Waste Division

Herschler Building · 122 West 25th Street · Cheyenne, WY 82002 · <http://deq.state.wy.us>

ADMIN/OUTREACH (307) 777-7758 FAX 777-3610	ABANDONED MINES (307) 777-6145 FAX 777-6462	AIR QUALITY (307) 777-7391 FAX 777-5616	INDUSTRIAL SITING (307) 777-7369 FAX 777-6937	LAND QUALITY (307) 777-7756 FAX 777-5864	SOLID & HAZ. WASTE (307) 777-7752 FAX 777-5973	WATER QUALITY (307) 777-7781 FAX 777-5973
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*Laramie Rivers Conservation District*

5015 Stone Rd.  
Laramie, WY 82070  
(307) 721-0072

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Tony Hoch, Director

Derek Teini  
Senior Planner  
City of Laramie  
P.O. Box C  
Laramie WY 82073

February 11, 2016

Subject: Petition for Restricted Use Control Area at 971 N. Cedar

Mr. Teini,  
Please find attached a formal Petition for Restricted Use Control Area at the old Laramie Yttrium Plant/Midwest Refinery site.

Our brownfield property at 971 N. Cedar has been enrolled in the Wyoming Dept. of Environmental Quality's (DEQ's) Voluntary Remediation Program or VRP since 2012. The goal of the VRP is to characterize and clean up a property to the point that it can be re-used or sold for appropriate purposes without environmental liability concerns. Part of the process, in this case, is to attach "institutional controls" to the title to ensure the property is used appropriately in the future, regardless of the owner. This is also the next step in signing a Remedy Agreement with DEQ, which will allow us to move forward with the actual environmental cleanup, using EPA Brownfield funds which we have already secured.

We prepared the UCA Petition in consultation with the DEQ/VRP staff and we believe everything is in order. We look forward to working with you and the City of Laramie in moving this process forward.

Sincerely,

Tony Hoch

Attachments: 1) UCA Petition; 2) Letter of support from WYDEQ

**LARAMIE'S FORMER YTTRIUM PLANT  
RESTRICTED USE CONTROL AREA (UCA) PETITION  
VRP SITE #2162**

**The Laramie Rivers Conservation District** (hereinafter referred to as "LRCD"), hereby requests that Voluntary Remediation Program (VRP) Site #2162 be designated a Use Control Area by the City of Laramie. The following information is offered in support of LRCD's Petition.

**A. Introduction.**

VRP Site #2162 (hereinafter referred to as "Site") is located at 971 N. Cedar, Laramie, WY. The 2.80 acre Site is owned by LRCD and was accepted into the VRP on February 21, 2012. The Site is bounded on two sides (north and east) by industrial and commercial activity, on the south by the proposed Harney St. viaduct, and on the west by former refinery property that has been cleared and abandoned. The Site was once the main industrial operation center of a 200+ acre refinery and tank field complex. Please see Exhibit A for Site map, "New Parcel 1".

Following is the Site's legal description: Commencing at the southeast corner of said Section 29 being a 3.25 inch aluminum cap found, thence along the southerly boundary of said Section 29 North 89°54'08" West 552.15 feet to the southeasterly corner of Outlot A, Block 10 Riverside Acres - Phase 3 document number 2011-3084, recorded at the Clerk and Records Office in Albany County, Wyoming, thence continuing along the southerly boundary of said Section 29 North 89°54'08" West 368.98 feet to the beginning of a non-tangent circular curve concaved southwesterly, having a radius of 716.21 feet, also being a point on the existing easterly Right-of-Way of Cedar Street; Thence continuing along said curve through a central angle of 08°59'22", an arc distance of 112.37 feet (chord bearing North 08°17'25" West 112.25 feet), to the beginning of a tangent circular curve concaved northeasterly, having a radius of 1122.72 feet; Thence continuing along said curve through a central angle of 08°39'10", an arc distance of 169.55 feet (chord bearing North 08°27'30" West 169.39 feet) to the Point of Beginning of this description;

Thence North 89°58'54" East 242.49 feet;

Thence North 01°04'37" East 13.12 feet;

Thence South 89°48'51" East 111.58 feet;

Thence North 04°47'51" East 17.66 feet;

Thence South 88°49'25" East 80.17 feet to a point on the easterly boundary of said Outlot A, Block 10 Riverside Acres - Phase 3;

Thence continuing along the easterly boundary of said Outlot A, Block 10 Riverside Acres - Phase 3, North 04°47'51" East 247.46 to a point on the southerly line of Riverside Acres-Phase 3;

Thence North 89°54'09" West 483.66 feet along the southerly line of Riverside Acres-Phase 3, to a point on the existing easterly Right-of-Way of Cedar Street;

Thence South 08°33'39" East 29.24 feet along the existing easterly Right-of-Way of Cedar Street, to the beginning of a tangent circular curve concaved southwesterly, having a radius of 2039.27 feet;

Thence continuing along said curve through a central angle of 06°04'29", an arc distance of 216.21 feet, (chord bearing South 05°31'25" East 216.11 feet) to the beginning of a tangent

circular curve concaved northeasterly, having a radius 1122.72 feet, also being a point on the existing easterly right of way of Cedar Street;  
Thence continuing along said curve through a central angle of 01°38'43", an arc distance of 32.24 feet (chord bearing South 03°18'33" East 32.24 feet) to the point of beginning.

## **B. Data**

The following Site characterization data reports/activities have been completed to date:

1. *Phase I – Environmental Site Assessment for Targeted Brownfields Assessment, Yttrium Plant, Laramie, Albany County, Wyoming, TDD No. 1204-04*, URS Operating Services, Inc., May 10, 2012. Provided summary of Site property ownership, review of environmental databases, history of the Site, and initial results of November 2011 Phase II soil and groundwater sampling.
2. *Phase II – Analytical Results Report for Targeted Brownfields Assessment, Laramie Yttrium Plant (Including Portions of the Midwest/Standard Oil Refinery), Laramie, Albany County, Wyoming, TDD No. 1204-04*, URS Operating Services, Inc., October 29, 2012. Included summary of installation of six monitor wells, surface and subsurface soil sampling, and groundwater sampling.
3. *Well Completion and Quarterly Sampling Report, Wyoming Department of Environmental Quality, Laramie Former Yttrium Plant, Laramie, WY*, Trihydro Corporation, March 17, 2014. Included installation of six additional monitor wells in January 2014, surface and subsurface soil sampling, and groundwater sampling.
4. *Second Quarterly Sampling Report, Wyoming Department of Environmental Quality, Laramie Former Yttrium Plant, Laramie, WY*, Trihydro Corporation, May 19, 2014. Included results of second sampling event (April 2014) since the six new wells were installed in January 2014.
5. *Remedial Alternatives Evaluation Report*, Trihydro Corporation, June 2015 (RAER). Summarized Site conceptual model, reviewed options for remedial actions at Site, provided recommendations for preferred remedy.

For purposes of the VRP Remedy Agreement only, the following contaminants of concern (COCs) have been identified for this Site:

COCs and cleanup levels for soils are shown in Table 1 below. The proposed soil cleanup levels (**bold print**) are established by the United States Environmental Protection Agency (Industrial Soil Regional Screening Levels Table dated June 2015). *Industrial Cleanup levels are only allowable when a Use Control Area has been established in accordance with W.S.35-11-1609.* The soil cleanup level for arsenic is based on a State background arsenic value taken from VRP Fact Sheet #12 Tech Memo #2, Rev. 1, dated 1/15/15. Residential soil cleanup levels have also been included in Table 1 for reference.

**Table 1. Laramie Former Yttrium Plant, Constituents of Concern/Cleanup Levels for Soils**

Category	Analyte	CAS	Residential Cleanup Level (mg/kg)	Industrial Cleanup Level (mg/kg)
SVOC	2,6-DINITROTOLUENE	00606-20-2	0.36	<b>1.5</b>
SVOC	BENZO(A)ANTHRACENE	00056-55-3	0.15	<b>2.9</b>
SVOC	BENZO(A)PYRENE	00050-32-8	0.015	<b>0.29</b>
SVOC	BENZO(B)FLUORANTHENE	00205-99-2	0.15	<b>2.9</b>
SVOC	DIBENZO(A,H)ANTHRACENE	00053-70-3	0.015	<b>0.29</b>
SVOC	INDENO(1,2,3-CD)PYRENE	00193-39-5	0.15	<b>2.9</b>
METALS	ARSENIC	7440-38-2	0.61	<b>12</b>
METALS	LEAD	7439-92-1	400	<b>800</b>
METALS	MERCURY	7439-97-6	9.4	<b>40</b>
METALS	THALLIUM	7440-28-0	0.78	<b>12</b>

**C. Draft Remedy** The RAER for the Site reviewed several remedial alternatives for soils, including excavations based on several different cleanup levels (industrial, residential, migration to groundwater, risk-based), capping with low-permeability soils, establishing a UCA, and phytoremediation. The remedial alternatives selected for this draft remedy have been chosen for their effectiveness at reducing risk and for protection of human health and the environment. The draft remedial soil performance objectives are as follows:

- 1) Excavation of contaminated soils exceeding the industrial screening levels to depths of 1- to 6- feet below ground surface (bgs). The areas of excavation will be based on those areas delineated by risk-based evaluation for PAHs described in Appendix F and Appendix G-4 of the RAER, and illustrated in Figure 8-1 “Recommended Alternative Excavation Area” from the RAER (please see Exhibit B). Soils will be characterized as hazardous or non-hazardous and disposed of at an appropriate facility.
- 2) Capping of remaining soils at the Site with a low-permeability soil or concrete/asphalt pavement.
- 3) Monitor natural attenuation of contaminants in groundwater following implementation of the soil remedy components.

**D. Justification for the Use Control Area**

It is not feasible to implement a remedy to make the Site suitable for unrestricted use. Based on engineering calculations for unrestricted use of soils at the Site (please see Appendix G-1, RAER, 2015) excavation and fill would cost \$2.19M.

The selected remedy, excavation of soils as mentioned in Section C.1. such that risk-based industrial screening levels (Appendix G-4, RAER) are met will cost approximately \$316,000. Soils which meet industrial screening levels will be left in place, reducing the impact to the local landfill or any other permitted facility which receives the contaminated soils.

**E. Prohibited Future Uses for Soils in the Use Control Area**

- a. All Residential Uses/Development.
- b. Excavation shall be restricted to the depth of the shallow alluvial aquifer, typically ca. 6'-8' below ground surface at the Site.
- c. Community Gardens/Greenhouse, unless for the purpose of growing plants, fruits and vegetables, in raised planters, beds, or equivalent to protect users and consumers from exposure to contaminated soils and for Non-commercial use.
- d. At a minimum, the following uses shall be prohibited due to potential exposure of sensitive populations to contaminated soils:
  - a. Nursery and Landscaping, except as may be provided for in Sec. E.c.
  - b. Hotel/Motel, Boarding House, Fraternity/Sorority or other Temporary Lodging including Camping or RV Park.
  - c. Racing Facilities (Motorized and Non-Motorized).
  - d. Veterinary Clinic, Animal Shelter, Zoo, Boarding/Kennels, Animal Training or other animal related operation where animals may be on site.
  - e. Jail, Prison, Juvenile Detention, Half-way House and/or other similar uses.
  - f. Homeless Shelters.
  - g. Parks or Recreation Facility.
  - h. Daycare, elder care, nursing home, assisted living home.
  - i. Hospital.
  - j. Hospice care.
  - k. Commercial agriculture uses.
  - l. Slaughterhouses, Packinghouses, Stockyards or Dairy Production/Processing.
  - m. Schools and Colleges.

**F. Public Notice Requirement**

The following Public Notice procedures will be followed regarding this Petition:

LRCDD will provide written notice of the Petition to all surface owners of record of land contiguous to the Site. LRCDD will also publish a Notice of the Petition and a Public Hearing once per week for four (4) consecutive weeks in a newspaper of general circulation in Laramie, Wyoming. Such Notice will identify the property, generally describe the Petition and proposed use restrictions, direct that comments may be submitted to the Director of the Laramie Rivers Conservation District, and provide the date, time and place of the LRCDD monthly meeting at which the Petition will be heard and discussed. The Public Hearing will be held no sooner than thirty (30) days after the first publication of the notice.

**G. Use Control Area Acknowledgement:** The Site will be subject to a Remedy Agreement to be signed at a later date between the LRCDD and the Wyoming Department of Environmental Quality. This Use Control Area petition is respectfully submitted this 11<sup>th</sup> day of February, 2016

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

By:  \_\_\_\_\_  
Tony Hoch, Director  
Laramie Rivers Conservation District

(SEAL)

Attest:

---

Sue Morris-Jones, City Clerk

Exhibit A. Site Map for the Laramie Former Yttrium Plant. Parcel proposed for UCA is "New Parcel 1".



VICINITY MAP  
SCALE: 1"=200'

LOT LINE ADJUSTMENT  
LARAMIE RIVERS CONSERVATION DISTRICT  
PARCEL 1 AND OUTLOT A  
1/2 1/4 SEC. 26, T18N, R12W, 6TH P.M.  
ALBANY COUNTY, WYOMING

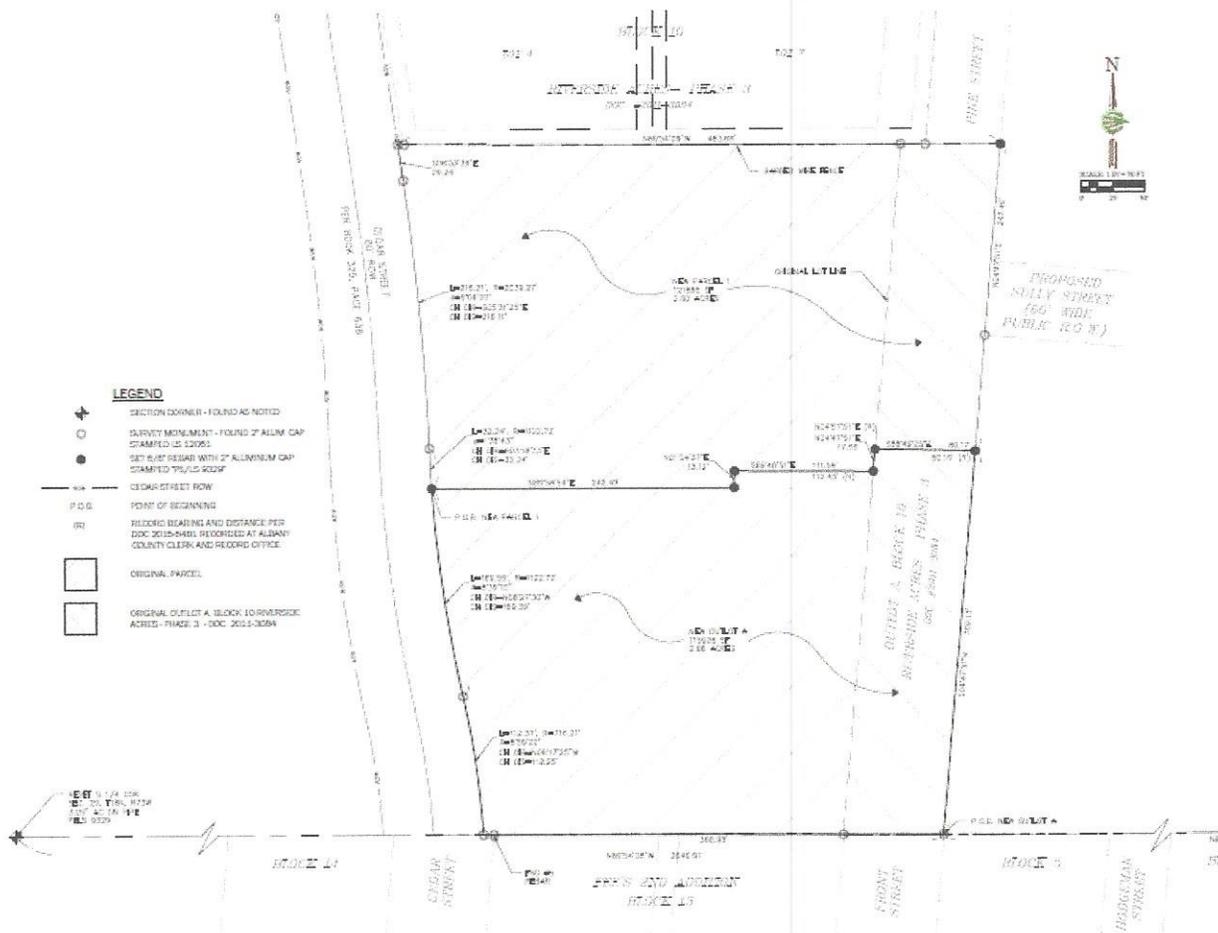
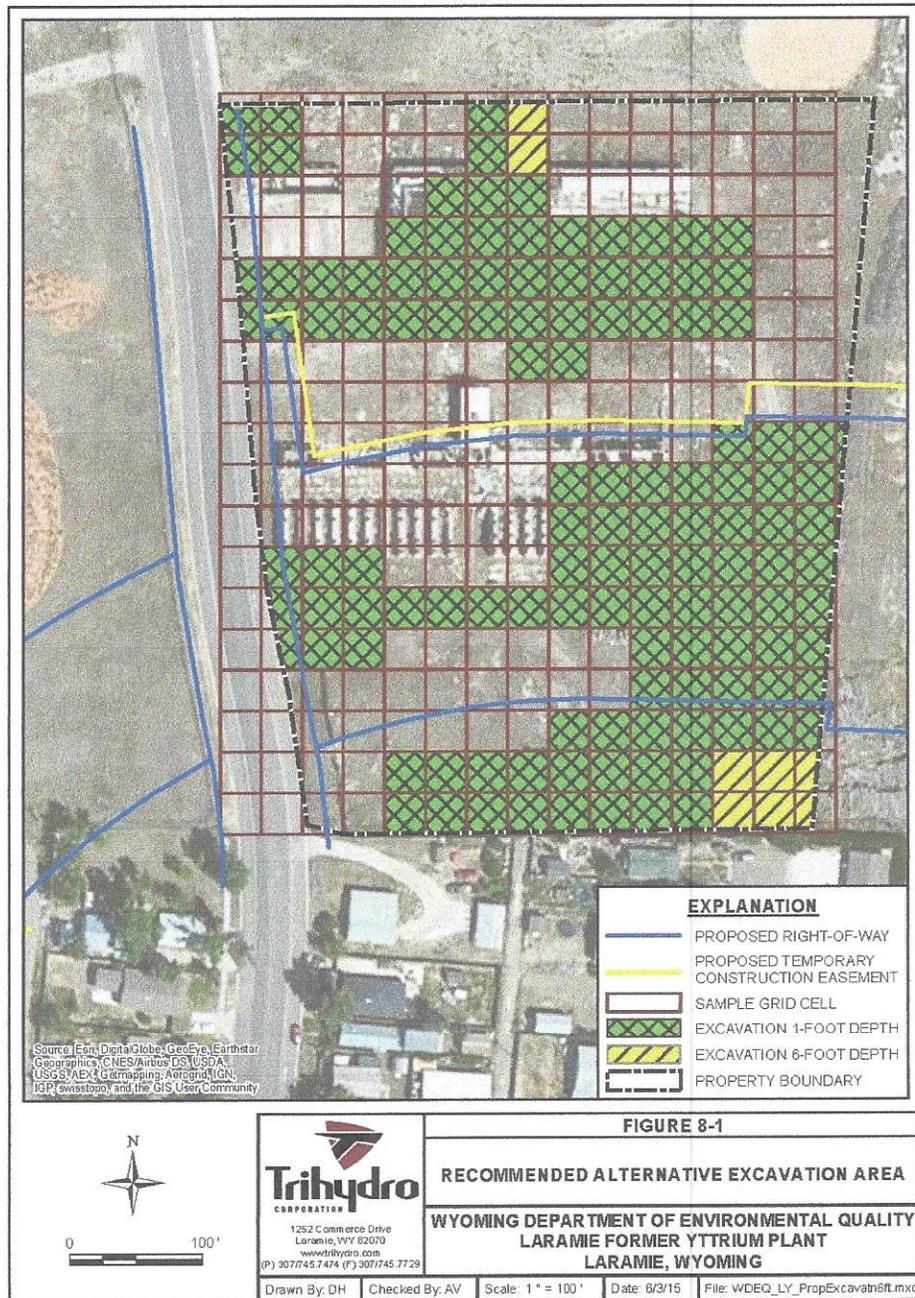


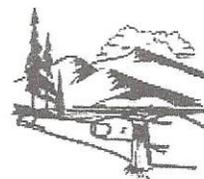
Exhibit B. Map showing areas recommended to be excavated at the Laramie Former Yttrium Plant. The area planned for excavation in this Use Control Area is represented by the green and yellow squares in the top seven rows; the rest will be the responsibility of WYDOT as part of the Harney St. Project.





# Department of Environmental Quality

To protect, conserve, and enhance the Quality of Wyoming's environment for the benefit of current and future generations



Matthew H. Mead, Governor

Todd Parfitt, Director

January 13, 2016

Mr. Derek Teini  
Principal Planner  
City of Laramie, Community Development, Planning  
P.O. Box C  
Laramie, WY 82073

RE: Letter of Support for Use Control Area for the Laramie Rivers Conservation District, Laramie Former Yttrium Plant (VRP Site #2162)

Dear Mr. Teini:

This letter of support is submitted by the Wyoming Department of Environmental Quality Voluntary Remediation Program (WDEQ/VRP) for the Laramie Former Yttrium Plant (Site), located at 971 North Cedar Street in the City of Laramie, Albany County, Wyoming. The Laramie Rivers Conservation District (LRCD) submitted an application to join the VRP on February 9, 2012, and also requested brownfields assistance. The Site was determined eligible on February 21, 2012, and includes a portion of the old Standard/Midwest oil refinery.

The WDEQ VRP strongly recommends and supports the LRCD's intent to petition for a Use Control Area (UCA) for the Site through the City of Laramie. The LRCD, Trihydro Corporation (Laramie), and the WDEQ developed a Remedial Alternatives Evaluation Report (RAER) for the Site as part of the VRP process. Based on the findings in the RAER, it was determined that excavation of contaminated soils at the site to industrial cleanup levels with an institutional control (i.e., UCA) is the best remedial alternative for the Site. By receiving a UCA for the Site and the WDEQ incorporating the UCA into a Remedy Agreement, the WDEQ and LRCD can ensure that future uses at the Site will be restricted to non-residential uses. This will be protective of human health and the environment, and is consistent with the intent of the VRP process.

The WDEQ has been pleased to work with the LRCD on this project, and we look forward to successful completion of remediation of the Site.

Sincerely,

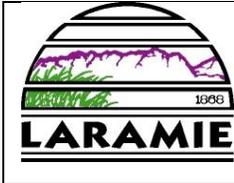
Jerry Breed  
HW/VRP Program Manager  
Solid and Hazardous Waste Division

Herschler Building · 122 West 25th Street · Cheyenne, WY 82002 · <http://deq.state.wy.us>

ADMIN/OUTREACH (307) 777-7758 FAX 777-3610	ABANDONED MINES (307) 777-6145 FAX 777-6462	AIR QUALITY (307) 777-7391 FAX 777-5616	INDUSTRIAL SITING (307) 777-7369 FAX 777-6937	LAND QUALITY (307) 777-7756 FAX 777-5864	SOLID & HAZ. WASTE (307) 777-7752 FAX 777-5973	WATER QUALITY (307) 777-7781 FAX 777-5973
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## CITY OF LARAMIE COUNCIL REGULAR MEETING    April 5, 2016



### Agenda Item: Original Ordinance - 2nd Reading

**Title:** Original Ordinance No. 1939 annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street (Applicant: Turning Leaf Realty)

### Recommended Council MOTION:

Move to approve Original Ordinance No. 1939 on second reading, annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law; and to set a public hearing for April 12, 2016.

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### Administrative or Policy Goal:

The Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2) shows the area as Auto Urban Commercial and Agriculture. Two companion requests, (Z-15-07) proposes the establishment of B2 (Business) District zoning for the area and a Comprehensive Plan Amendment that will re-designate the Agriculture designated area to Auto Urban Commercial. The Comprehensive Plan's Urban Growth Area (Map 7.2) shows this property within the Urban Growth Area. Annexation of the area will be in conformance with the Comprehensive Plan FLU Map and Urban Growth Area Map and other elements.

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### Background:

This application is part one of a three-part application package:

1. Annexation (A-15-01) **(This Item)**
2. Comprehensive Plan Amendment (CPA-16-01)
3. Zoning Amendment (Z-15-07)

This ordinance annexes property approximately 93 acres in size on the northeast corner of I-80 and Curtis Street. The area is currently under review and consideration for an amendment of Laramie Comprehensive Plan (2007) to designate the entire lot Auto-Urban Commercial (AUC) within the Comprehensive Plan's Future Land Use Map (Map 3.2). The area is also being considered to establish the zoning designation of B2 (Business) to coincide with the surrounding area and uses.

The related zoning amendment and Comprehensive Plan Amendment are also on this agenda.

The Laramie Planning Commission unanimously recommended approval of the annexation at their February 8, 2016 meeting (5 yes, 0 no, 2 absent).

The Laramie City Council approved (8 yes, 1 no, 0 absent) on 1st Reading the annexation request at their March 1, 2016 meeting.

The Laramie City Council will hold a public hearing on April 12, 2016.

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**Legal/Statutory Authority:**

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Comprehensive Plan Amendment Approval Criteria LMC § 15.06.060.e.X.4.(i).(2)
- Wyoming State Statutes Title 15 Article 1 Section 502
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan 2007
- Major Street Plan

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**BUDGET/FISCAL INFORMATION:****REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$0.00	Application Fee (Pursuant to Resolution No. 2010-44 adopted May 18, 2010; no fees are required for Annexation Applications)
Grants for Projects		
Loans on Project		
Other		
Total	\$0.00	

**Responsible Staff:**

Randy Hunt, AICP, Community  
Development Director, 721-5288

Derek T. Teini, AICP, Principal Planner,  
721-5245

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	April 12, 2016
Pub. Hearing Advertised	March 19, 2016 March 26, 2016
Introduction/1 <sup>st</sup> Reading	March 1, 2016
2 <sup>nd</sup> Reading	April 5, 2016
3 <sup>rd</sup> Reading	April 19, 2016

Attachments:

Annexation Ordinance  
Planning Commission Staff Report dated February 8, 2016  
Signature Documentation

\_\_\_\_\_ City Manager    \_\_\_\_\_ City Attorney    \_\_\_\_\_ **Community Development**

ORIGINAL ORDINANCE NO.: 1939  
ENROLLED ORDINANCE NO.:

INTRODUCED BY: SUMMERVILLE

AN ORDINANCE APPROVING AND AUTHORIZING THE ANNEXATION OF APPROXIMATELY 93 ACRES OF PROPERTY LOCATED IN UNINCORPORATED ALBANY COUNTY, GENERALLY LOCATED ON THE NORTHEAST CORNER OF INTERSTATE 80 AND CURTIS STREET INTO THE BOUNDARIES OF THE CITY OF LARAMIE, WYOMING

WHEREAS, on December 21, 2015 Turning Leaf Realty (Kristen Peterson) and owners Wyoming Central Land and Improvement Company (Amy King) and Albany County, filed with the City a petition for Annexation of property more specifically described in Section 2 of this Ordinance; and

WHEREAS, on February 8, 2016, the City Planning Commission reviewed the area to be annexed and by a majority vote of its members recommended the annexation of the Annexation Area to City and the establishment of B2 (Business) District for the Annexation Area;

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. § 15-1-405 shall be published in the *Laramie Boomerang* on March 19, 2016 and March 26, 2016;

WHEREAS, a public hearing shall be held on ~~March 22, 2016~~ **April 12, 2016** which notice shall be given at least fifteen (15) business days prior to the public hearing in compliance with Wyo. Stat. § 15-1-405.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LARAMIE, WYOMING:

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

**Section 2.** That the Annexation Area consists of property more particularly described below:

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 29 being an iron pipe found;

Thence along the North line of said Section 29, South 89°57'09" East, a distance of 1,573.14 feet and basis of bearings for this description;

Thence South 00°06'51" East, a distance of 1,459.26 feet along the West line of a parcel of land described in Warranty Deed from American National Bank, N.A., Trustee of the Howard T. Carroll Trust dated December 29, 1976, as amended, to 9H Ranch LLC, a Wyoming Limited Liability Company recorded October 19, 2007 as Document No. 2007 8178 to the Northwest

corner of the Plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence North  $89^{\circ}50'43''$  East, a distance of 10.00 feet along the North line of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944 to a point on the Corporate Limits of the City of Laramie, Wyoming as shown on the plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence South  $00^{\circ}09'17''$  East, a distance of 1119.46 feet along said Corporate Limits of the City of Laramie, Wyoming, to a point on the South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334;

Thence South  $74^{\circ}24'43''$  West, a distance of 11.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;

Thence continuing along said curve to the left, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of  $79^{\circ}30'29''$ , an arc distance of 111.46 feet, (chord bearing South  $34^{\circ}39'29''$  West, a distance of 102.73 feet) to a point on a curve to the right, having a radius of 530.00 feet;

Thence continuing along said curve to the right, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of  $04^{\circ}26'14''$ , an arc distance of 41.04 feet (chord bearing South  $02^{\circ}52'39''$  West, a distance of 41.03 feet);

Thence South  $00^{\circ}39'29''$  East, a distance of 62.44 feet along the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on the North right-of-way of a State of Wyoming Highway;

Thence North  $80^{\circ}18'15''$  West, a distance of 505.10 feet along said highway right-of-way, to a right-of-way monument;

Thence North  $76^{\circ}12'08''$  West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet,

Thence continuing along said curve to the right, through a central angle of  $42^{\circ}45'32''$ , an arc length of 787.33 feet (chord bearing North  $46^{\circ}42'00''$  West, a distance of 769.18 feet) to a point on the West line of said Section 29;

Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.

Said parcel contains 93.18 acres, more or less.

**Section 3.** That the foregoing described property contains approximately 93.18 acres more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all improvements thereon, as shown in Attachment A.

**Section 4.** All previous ordinances defining the boundaries of the said City, Wyoming shall be and the same are hereby amended to include the area as herein described; and all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of any inconsistency.

**Section 5.** That the municipal election precinct designated as follows shall be changed so as to include the Annexation Area within its boundaries:

Albany County Voting Precinct 45-1, City Council Ward 1

**Section 6.** City assumes no obligation, without the express consent of City Council, for the construction of such improvements and facilities as may be required by City for the extension of franchise, sanitary, and utility services as are required to be extended pursuant to Wyo. Stat. 15-1-410, or for the construction of streets, curb and gutter, sidewalk, storm sewer, or water mains.

**Section 7.** That the annexation of the Annexation Area, filing with the Albany County Clerk. The Mayor and Clerk are authorized and directed to record partial releases with the Albany County Clerk against each lot with a recorded annexation agreement within the Annexation Area once the annexation is effective and the appeal period has expired, or when the annexation ordinance is sustained after an appeal.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
David A. Paulekas, Mayor and President of the  
City Council

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

First Reading: March 1, 2016  
Public Hearing: April 12, 2016  
Second Reading: April 5, 2016

Third Reading and Final Action: April 19, 2016

Duly published in the *Laramie Boomerang* this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

# ANNEXATION MAP FOR LOVE'S TRAVEL STOPS & COUNTRY STORES, INC

SEC. 29, T16N, R73W, 6TH P.M.  
ALBANY COUNTY, WYOMING



VICINITY MAP -  
SECTION 29, T.16N., R.73W., 6th P.M.,  
ALBANY COUNTY, WYOMING

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:  
Beginning at the Northwest Corner of said Section 29 being an iron pipe found:  
Thence along the North line of said Section 29, South 89°57'09" East, a distance of 1,573.14 feet and basis of bearings for this description;  
Thence South 00°06'51" East, a distance of 1,459.26 feet along the West line of a parcel of land described in Warranty Deed from American National Bank, N.A., Trustee of the Howard T. Carroll Trust dated December 29, 1976, as amended, to 9H Ranch LLC, a Wyoming Limited Liability Company recorded October 19, 2007 as Document No. 2007-8178 to the Northwest corner of the Plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as instrument No. 622944;  
Thence North 89°50'43" East, a distance of 10.00 feet along the North line of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as instrument No. 622944 to a point on the Corporate Limits of the City of Laramie, Wyoming as shown on the plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as instrument No. 622944;

Thence South 00°09'17" East, a distance of 1119.46 feet along said Corporate Limits of the City of Laramie, Wyoming, to a point on the South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334;

Thence South 74°24'43" West, a distance of 117.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;  
Thence continuing along said curve to the left, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, through a central angle of 79°30'29", an arc distance of 111.46 feet, (chord bearing South 34°39'29" West, a distance of 102.73 feet) to a point on a curve to the right, having a radius of 530.00 feet;

Thence continuing along said curve to the right, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, through a central angle of 04°26'14", an arc distance of 41.03 feet (chord bearing South 02°52'39" West, a distance of 41.03 feet);  
Thence South 00°39'29" East, a distance of 62.44 feet along the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, to a point on the North right-of-way of a State of Wyoming Highway;

Thence North 80°18'15" West, a distance of 505.10 feet along said right-of-way of said highway, to a right-of-way monument;  
Thence North 76°12'08" West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet;  
Thence continuing along said curve to the right, through a central angle of 42°45'32", an arc length of 787.33 feet (chord bearing North 46°42'00" West, a distance of 769.18 feet) to a point on the West line of said Section 29;

Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.  
Said parcel contains 93.18 acres, more or less.

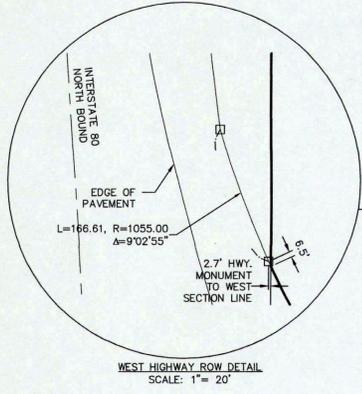
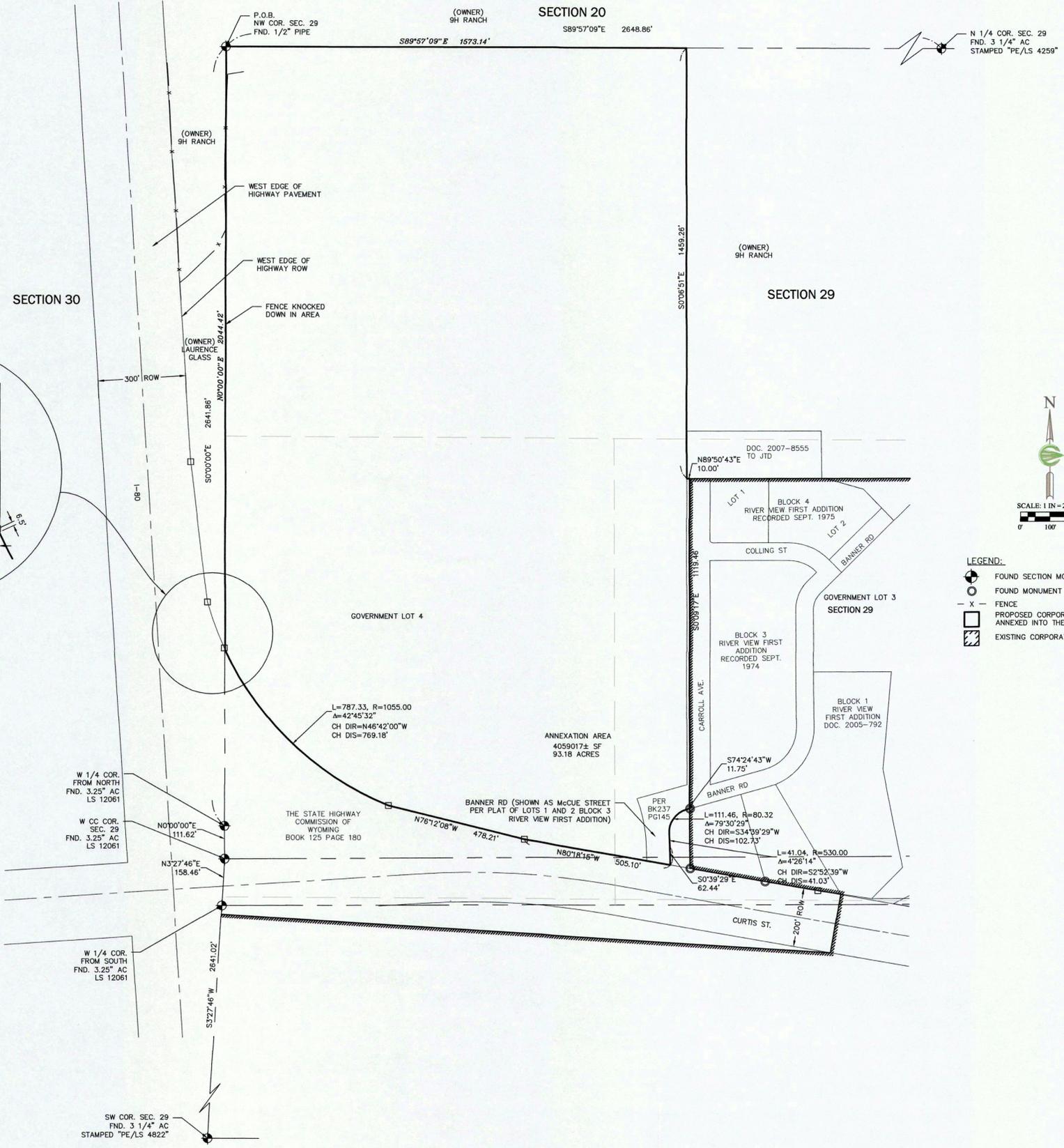
**APPLICANT**  
KRISTEN PETERSON  
TURNING LEAF REALTY  
208 E. GARFIELD SUITE 202  
LARAMIE, WY 82070

**OWNER**  
WYOMING CENTRAL LAND AND  
IMPROVEMENT COMPANY  
ATTN: AMY K. MULLAMSON  
1221 CANBY ST.  
P.O. BOX 601  
LARAMIE, WY 82070

**SURVEYOR**  
COFFEY ENGINEERING & SURVEYING, LLC  
902 SOUTH 3RD STREET  
LARAMIE, WY 82070  
(307)-742-7425

**NOTE:**  
1. THE LAND IS CURRENTLY ZONED COUNTY AGRICULTURE. UPON ANNEXATION THE PROPOSED ZONE WOULD BE B2 - GENERAL BUSINESS.

**CERTIFICATE OF SURVEYOR:**  
I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.



- LEGEND:**
- FOUND SECTION MONUMENT - AS DESCRIBED
  - FOUND MONUMENT - AS DESCRIBED
  - PROPOSED CORPORATE LIMITS TO BE ANNEXED INTO THE CITY
  - EXISTING CORPORATE LIMITS

DATE	REVISION	REQUEST BY	CHECK
1/15/16		COMMENTS PER DEREK TEINI	

Project:	2142.00	ANEX	DATE:	12/17/15	BY:	MAL
Drawing:	2142.00	ANEX	Rev. Date:	1/18/16	Check By:	DRC

**ANNEXATION MAP FOR  
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC**

SEC. 29, T16N, R73W, 6TH P.M.  
ALBANY COUNTY, WYOMING

## CITY OF LARAMIE COUNCIL REGULAR MEETING    April 5, 2016



### Agenda Item: Original Ordinance - 2nd Reading

**Title:** Original Ordinance No. 1939 annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street (Applicant: Turning Leaf Realty)

### Recommended Council MOTION:

Move to approve Original Ordinance No. 1939 on second reading, annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law; and to set a public hearing for April 12, 2016.

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### Administrative or Policy Goal:

The Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2) shows the area as Auto Urban Commercial and Agriculture. Two companion requests, (Z-15-07) proposes the establishment of B2 (Business) District zoning for the area and a Comprehensive Plan Amendment that will re-designate the Agriculture designated area to Auto Urban Commercial. The Comprehensive Plan's Urban Growth Area (Map 7.2) shows this property within the Urban Growth Area. Annexation of the area will be in conformance with the Comprehensive Plan FLU Map and Urban Growth Area Map and other elements.

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### Background:

This application is part one of a three-part application package:

1. Annexation (A-15-01) **(This Item)**
2. Comprehensive Plan Amendment (CPA-16-01)
3. Zoning Amendment (Z-15-07)

This ordinance annexes property approximately 93 acres in size on the northeast corner of I-80 and Curtis Street. The area is currently under review and consideration for an amendment of Laramie Comprehensive Plan (2007) to designate the entire lot Auto-Urban Commercial (AUC) within the Comprehensive Plan's Future Land Use Map (Map 3.2). The area is also being considered to establish the zoning designation of B2 (Business) to coincide with the surrounding area and uses.

The related zoning amendment and Comprehensive Plan Amendment are also on this agenda.

The Laramie Planning Commission unanimously recommended approval of the annexation at their February 8, 2016 meeting (5 yes, 0 no, 2 absent).

The Laramie City Council approved (8 yes, 1 no, 0 absent) on 1st Reading the annexation request at their March 1, 2016 meeting.

The Laramie City Council will hold a public hearing on April 12, 2016.

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**Legal/Statutory Authority:**

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Comprehensive Plan Amendment Approval Criteria LMC § 15.06.060.e.X.4.(i).(2)
- Wyoming State Statutes Title 15 Article 1 Section 502
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan 2007
- Major Street Plan

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**BUDGET/FISCAL INFORMATION:****REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$0.00	Application Fee (Pursuant to Resolution No. 2010-44 adopted May 18, 2010; no fees are required for Annexation Applications)
Grants for Projects		
Loans on Project		
Other		
Total	\$0.00	

**Responsible Staff:**

Randy Hunt, AICP, Community  
Development Director, 721-5288

Derek T. Teini, AICP, Principal Planner,  
721-5245

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	April 12, 2016
Pub. Hearing Advertised	March 19, 2016 March 26, 2016
Introduction/1 <sup>st</sup> Reading	March 1, 2016
2 <sup>nd</sup> Reading	April 5, 2016
3 <sup>rd</sup> Reading	April 19, 2016

Attachments:

Annexation Ordinance  
Planning Commission Staff Report dated February 8, 2016  
Signature Documentation

\_\_\_\_\_ City Manager    \_\_\_\_\_ City Attorney    \_\_\_\_\_ **Community Development**

ORIGINAL ORDINANCE NO.: 1939  
ENROLLED ORDINANCE NO.:

INTRODUCED BY: SUMMERVILLE

AN ORDINANCE APPROVING AND AUTHORIZING THE ANNEXATION OF APPROXIMATELY 93 ACRES OF PROPERTY LOCATED IN UNINCORPORATED ALBANY COUNTY, GENERALLY LOCATED ON THE NORTHEAST CORNER OF INTERSTATE 80 AND CURTIS STREET INTO THE BOUNDARIES OF THE CITY OF LARAMIE, WYOMING

WHEREAS, on December 21, 2015 Turning Leaf Realty (Kristen Peterson) and owners Wyoming Central Land and Improvement Company (Amy King) and Albany County, filed with the City a petition for Annexation of property more specifically described in Section 2 of this Ordinance; and

WHEREAS, on February 8, 2016, the City Planning Commission reviewed the area to be annexed and by a majority vote of its members recommended the annexation of the Annexation Area to City and the establishment of B2 (Business) District for the Annexation Area;

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. § 15-1-405 shall be published in the *Laramie Boomerang* on March 19, 2016 and March 26, 2016;

WHEREAS, a public hearing shall be held on ~~March 22, 2016~~ **April 12, 2016** which notice shall be given at least fifteen (15) business days prior to the public hearing in compliance with Wyo. Stat. § 15-1-405.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LARAMIE, WYOMING:

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

**Section 2.** That the Annexation Area consists of property more particularly described below:

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 29 being an iron pipe found;

Thence along the North line of said Section 29, South 89°57'09" East, a distance of 1,573.14 feet and basis of bearings for this description;

Thence South 00°06'51" East, a distance of 1,459.26 feet along the West line of a parcel of land described in Warranty Deed from American National Bank, N.A., Trustee of the Howard T. Carroll Trust dated December 29, 1976, as amended, to 9H Ranch LLC, a Wyoming Limited Liability Company recorded October 19, 2007 as Document No. 2007 8178 to the Northwest

corner of the Plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence North  $89^{\circ}50'43''$  East, a distance of 10.00 feet along the North line of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944 to a point on the Corporate Limits of the City of Laramie, Wyoming as shown on the plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence South  $00^{\circ}09'17''$  East, a distance of 1119.46 feet along said Corporate Limits of the City of Laramie, Wyoming, to a point on the South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334;

Thence South  $74^{\circ}24'43''$  West, a distance of 11.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;

Thence continuing along said curve to the left, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of  $79^{\circ}30'29''$ , an arc distance of 111.46 feet, (chord bearing South  $34^{\circ}39'29''$  West, a distance of 102.73 feet) to a point on a curve to the right, having a radius of 530.00 feet;

Thence continuing along said curve to the right, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of  $04^{\circ}26'14''$ , an arc distance of 41.04 feet (chord bearing South  $02^{\circ}52'39''$  West, a distance of 41.03 feet);

Thence South  $00^{\circ}39'29''$  East, a distance of 62.44 feet along the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on the North right-of-way of a State of Wyoming Highway;

Thence North  $80^{\circ}18'15''$  West, a distance of 505.10 feet along said highway right-of-way, to a right-of-way monument;

Thence North  $76^{\circ}12'08''$  West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet,

Thence continuing along said curve to the right, through a central angle of  $42^{\circ}45'32''$ , an arc length of 787.33 feet (chord bearing North  $46^{\circ}42'00''$  West, a distance of 769.18 feet) to a point on the West line of said Section 29;

Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.

Said parcel contains 93.18 acres, more or less.

**Section 3.** That the foregoing described property contains approximately 93.18 acres more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all improvements thereon, as shown in Attachment A.

**Section 4.** All previous ordinances defining the boundaries of the said City, Wyoming shall be and the same are hereby amended to include the area as herein described; and all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of any inconsistency.

**Section 5.** That the municipal election precinct designated as follows shall be changed so as to include the Annexation Area within its boundaries:

Albany County Voting Precinct 45-1, City Council Ward 1

**Section 6.** City assumes no obligation, without the express consent of City Council, for the construction of such improvements and facilities as may be required by City for the extension of franchise, sanitary, and utility services as are required to be extended pursuant to Wyo. Stat. 15-1-410, or for the construction of streets, curb and gutter, sidewalk, storm sewer, or water mains.

**Section 7.** That the annexation of the Annexation Area, filing with the Albany County Clerk. The Mayor and Clerk are authorized and directed to record partial releases with the Albany County Clerk against each lot with a recorded annexation agreement within the Annexation Area once the annexation is effective and the appeal period has expired, or when the annexation ordinance is sustained after an appeal.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
David A. Paulekas, Mayor and President of the  
City Council

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

First Reading: March 1, 2016  
Public Hearing: April 12, 2016  
Second Reading: April 5, 2016

Third Reading and Final Action: April 19, 2016

Duly published in the *Laramie Boomerang* this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ANNEXATION MAP FOR  
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC**

SEC. 29, T16N, R73W, 6TH P.M.  
ALBANY COUNTY, WYOMING



VICINITY MAP -  
SECTION 29, T.16N., R.73W., 6th P.M.,  
ALBANY COUNTY, WYOMING

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 29 being an iron pipe found:

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Thence North 76°12'08" West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet;

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Said parcel contains 93.18 acres, more or less.

Project: 2142.00  
Drawing: 2142.00/ANEX  
Drawn By: MAL  
Date: 12/17/15

Revised By: PER/DREK/TEINI  
Date: 1/18/16  
Check By: DRC

ANNEXATION MAP FOR  
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC

SEC. 29, T16N, R73W, 6TH P.M.  
ALBANY COUNTY, WYOMING

**APPLICANT**  
KRISTEN PETERSON  
TURNING LEAF REALTY  
208 E. GARFIELD SUITE 202  
LARAMIE, WY 82070

**OWNER**  
WYOMING CENTRAL LAND AND  
IMPROVEMENT COMPANY  
ATTN: AMY K. MULLAMSON  
1221 CANBY ST.  
P.O. BOX 601  
LARAMIE, WY 82070

**SURVEYOR**  
COFFEY ENGINEERING & SURVEYING, LLC  
902 SOUTH 3RD STREET  
LARAMIE, WY 82070  
(307)-742-7425

**NOTE:**  
1. THE LAND IS CURRENTLY ZONED COUNTY AGRICULTURE. UPON ANNEXATION THE PROPOSED ZONE WOULD BE B2 - GENERAL BUSINESS.

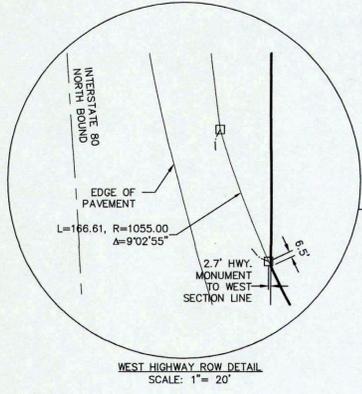
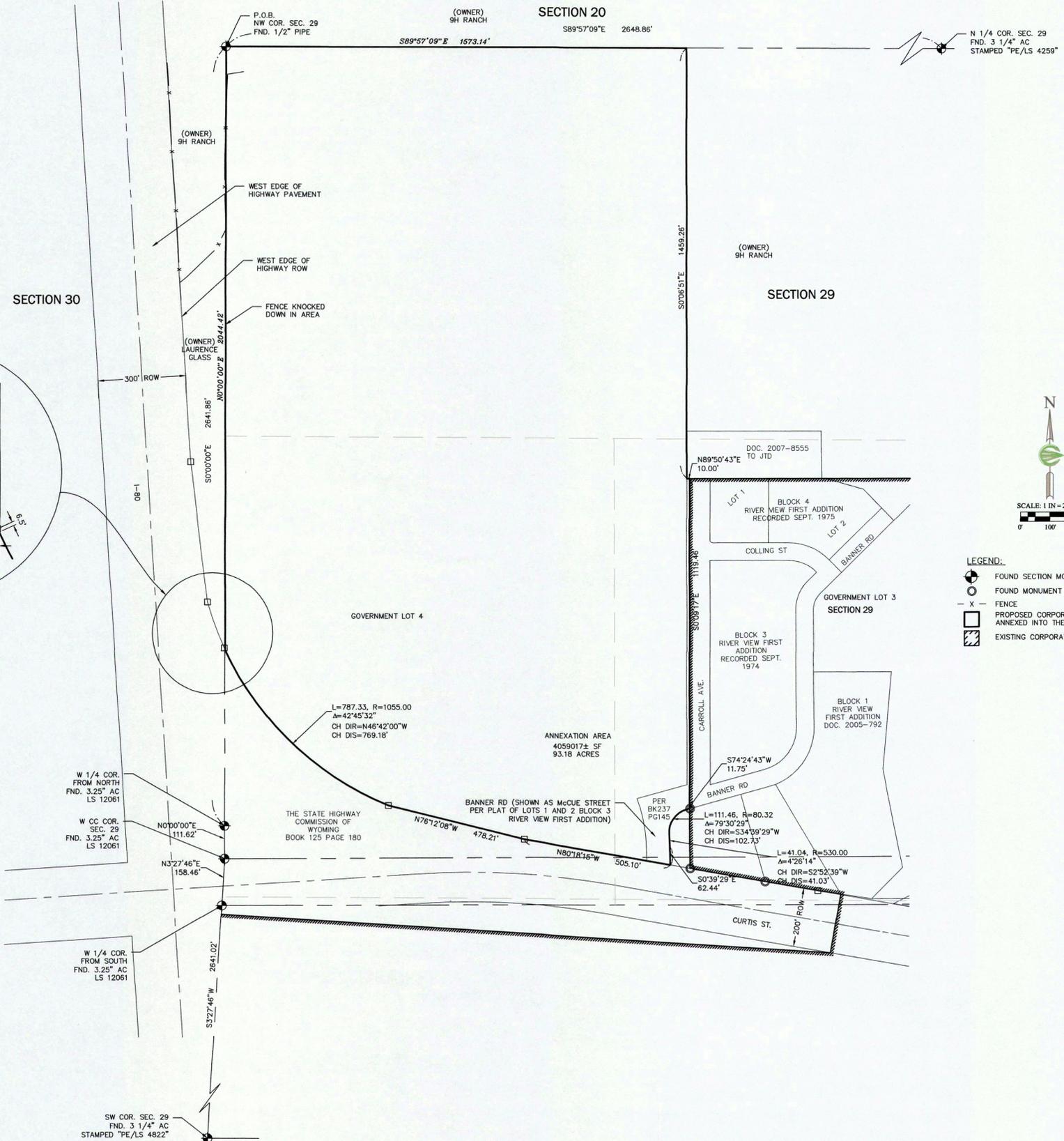
**CERTIFICATE OF SURVEYOR:**

I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.



**COFFEY**  
ENGINEERING & SURVEYING  
902 S. 3rd St., Laramie, WY 82070  
(307) 742-7425 (F) 307-742-7403

Sheet: 1 / 1

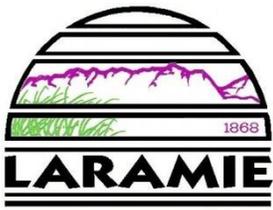


**LEGEND:**

- FOUND SECTION MONUMENT - AS DESCRIBED
- FOUND MONUMENT - AS DESCRIBED
- PROPOSED CORPORATE LIMITS TO BE ANNEXED INTO THE CITY
- EXISTING CORPORATE LIMITS



REVISION	DATE	REQUEST BY	CHECK



## City of Laramie

Community Development Department  
P.O. Box C  
Laramie, WY 82073

Code Administration: (307) 721-5271  
Engineering: (307) 721-5250  
Planning: (307) 721-5207  
Fax: (307) 721-5248

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### LARAMIE PLANNING COMMISSION FEBRUARY 8, 2016 STAFF REPORT

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**FILE:** A-15-01: Annexation: Northeast corner of I-80 and Curtis Street

**REQUEST:** Annexation of an area approximately 93 acres in size

**LOCATION:** Generally located on the northeast corner of I-80 and Curtis Street

**APPLICANT(S)/AGENT:** Turning Leaf Realty (Kristen Peterson)

**OWNER:** Wyoming Central Land and Improvement Company (Amy King Williamson)/Albany County

**PURPOSE:** Future zoning and development of Love's Travel Stop

**CURRENT ZONING:** County Rural Residential [Proposed B2 (Business) District]

**PREPARED BY:** Derek T. Teini, AICP, Principal Planner

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#### RECOMMENDED MOTION:

Move to recommend **approval** to the City Council of the annexation of an approximate 93 acre area of land generally located on the northeast corner of I-80 and Curtis Street, based on findings of fact and conclusions of law.

#### APPLICABLE CITY CODE SECTION(S):

Laramie Comprehensive Plan  
Laramie Municipal Code Title 15, Unified Development Code

Wyoming State Statutes Title 15 Cities and Towns, Article 4 Annexation  
Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning  
Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning

#### BACKGROUND:

This request would result in the annexation of an area of approximately 93 acres in size which is generally located on the northeast corner of I-80 and Curtis Street.

This project coincides with a proposed Comprehensive Plan Amendment (CPA-16-01) for the Future Land Use Plan, Map 3.2 of the 2007 Laramie Comprehensive Plan. The proposed amendment is for the northern portion of this site to be designated as AUC (Auto-Urban Commercial) within the Future

Land Use Plan. Currently, only the southern portion of this site has been designated by the Future Land Use Plan, and is designated as AUC (Auto-Urban Commercial).

A related zoning application (Z-15-07) requesting establishment of B2 (Business) District for the annexation area has also been submitted and will be reviewed concurrently with this annexation.

### **PROJECT DESIGN ANALYSIS:**

#### Water and Sewer Service

The annexed property will be served by City water and sewer upon annexation and development of the site. Both water and sewer services exist within Banner Road and Carroll Drive directly adjacent and east of the site. Depending upon the location of the development, limited infrastructure improvements may be needed. The applicant will be responsible for any infrastructure improvements (service lines) to bring City services to the site. Services and lines have been identified in the annexation report and the City Engineering Division has returned with no comments.

#### Fire and Police Protection

The annexed property will be served by the City Fire Department. Currently this area is served by the City Fire Department through an agreement with the County. The Police Department does not provide service to the area at this time but does provide service to adjacent properties. Annexation would bring the annexed area within the City Police Department jurisdiction. It should be noted that annexation of County owned property is right-of-way for Banner Road. It was noted that annexation of this part of the road is potentially important for future development and access to this property, but also alleviates jurisdictional issues related to the police and sheriff's office when responding to calls on Banner Road. This annexation will assist in clearing this issue up.

#### Public and Private Infrastructure Improvements

The Annexation Report contains estimated costs to provide public utilities, City-standard streets, and other required infrastructure improvements to serve the property. These have been reviewed and determined to be appropriate by staff. Final review of any costs will be determined concurrently with review by staff of either the site plan, plats or other relevant applications.

Franchise utilities have been contacted regarding this project and are noted within the Annexation Report provided by the applicant. None have expressed concern regarding the proposal. The petitioner does not include private infrastructure estimates (electric, cable, etc.), except to state that they will be provided to the development at their connection fee rates.

### **ANNEXATION COST-BENEFITS ANALYSIS:**

The applicant has provided staff with an annexation report detailing estimated costs for public sector improvements along with annual fee and service costs for water and sewer placement. The area proposed for annexation is ultimately intended to be developed with a Love's Travel Center within the next year to year and a half. It is possible other development may occur on the site; however, that has not been considered related to this Annexation. The current estimates provided by the applicant's consultant have been reviewed and deemed adequate by the relevant City departments.

Development plans may result in additional costs and/or benefits for the City; if so, they will be reviewed through the platting and building permit processes.

#### Building Permit / Development Revenue

There will be no immediate building permit and site plan application revenue for the area proposed for annexation. However, submittal and approval of a Site Plan application would allow for the development of a Love's Travel Center. The Site Plan application will generate revenue in the amount of \$420.00 related to the application fee. In addition, assuming the construction of a Travel Center and an estimated cost for the development at 8.5 Million dollars, \$32,983.75 of revenue would be generated from building permits and \$20,895.69 from Plan Review Fees. In total, \$54,299.44 would be collected as onetime fees for this project at current rates. This figure may vary if rates change during the overall buildout time frame or if the cost to construct the development varies. Finally, this development will result in an increase in tax revenue generated, with exact amounts dependent on increased traffic and customers using the development, as well as tax rates and levies.

#### Water and Sewer Service and Delivery

Buildout of the proposed development and any other future commercial development associated with this annexation would result in an increase in revenue generated by City utility tap fees, as well as water meters for the development, with exact amounts and timing dependent on the timetable for development. Each development located with the annexed area may require different needs associated with water service, depending upon the use or future uses. Considering just the potential Love's Travel Center, the revenue generated from the water meter could range from \$1,938.74 for a 2 inch tap up to \$7,776.36 for a 3 inch tap. In addition Plant Investment fees related to Water and Sewer Service will range as detailed below:

<b>Size</b>	<b>Water</b>	<b>Sewer</b>
2 inch	\$16,112.00	\$14,992.00
3 inch	\$30,210.00	\$28,110.00
4 inch	\$50,350.00	\$46,850.00

These figures may vary if rates change during the overall buildout time frame, if different sized lines are needed or if additional development is considered.

Water and sewer delivery rates are primarily based on water usage. Estimated income from water service at this time would be based on the development of a commercial development, specifically a Travel Center. Upon connection water delivery revenue would be based on the base rate of \$93.60 (2" line) plus average water usage income of \$3.73 per water-unit for water service. Similar uses use about 220 units of water per month. Based on these numbers, the development would generate \$914.20 per month and \$10,970.40 per year.

Sewer service will also be provided to the annexation area. Regarding sewer service, a flat rate monthly sewer fee of \$43.96 (2" line) is collected monthly and a user fee calculated at a

price of \$4.14 per sewer-unit is also collected. Based on these estimates, one travel center using on average 220 sewer-units per month, this proposal could generate \$954.76 per month and \$11,457.12 per year at current rates.

#### Solid Waste

Solid waste collection and disposal services will be available to the property. The current annexation will not by itself exceed the current landfill capacity, however the city continues to monitor the need for additional cells and space at all times. For all commercial sites the property owner can either request private service or city service. In the event private service is requested no revenue nor cost will be generated for the City, except for fees paid by the private hauler. In the event City trash services are requested, fees are determined by the size of container and number of times pick-ups per week. Solid waste revenue can vary greatly for commercial developments, ranging from \$62.75 for pick-up of one two yard container once a week up to \$642.99 for pick-up of one six yard container six times a week per month. This figure may vary if rates change during the overall buildout time frame or if additional containers are needed to serve the site.

#### Mosquito Control

Each single-family development in the annexation area will be charged \$2.57 monthly / \$30.84 annually for this service. Based on one anticipated commercial development, at a price of \$53.97 annually, \$53.97 will be generated at current rates. This figure may vary if rates change during the overall buildout time frame or if additional development occurs.

#### Park In Lieu Fee

No Park In-Lieu Fees will apply to this site due to the fact it is not a residential development. Only residential subdivisions require park land dedication or Park In-Lieu Fee payments based upon the number of units proposed.

#### Emergency Response Services (Police, Fire, Medical)

The City will provide police patrol, fire suppression, fire prevention, emergency medical services, and full city response (2 pumpers, platform, ambulance, and command vehicle) to the development. Funding for these services comes as a percentage of the City's general fund, and additional revenue from sources such as: contracts with the rural fire districts, intergovernmental agreements (IGAs) with neighboring communities, contracts with area hospitals, and grants. It is not feasible to project costs with any certainty, since services are provided on demand. The relevant departments have indicated that they expect to provide City-mandated services within anticipated budget parameters.

#### Snow Removal

This annexation is located adjacent to both Curtis Street which is a Minor Arterial and Banner Road & Carroll Drive which is a Collector street. Presently, the Public Works Department provides for snow removal on Curtis Street, however does not perform snow removal on Banner Road & Carroll Drive, even though they are a Collector, due to the limited traffic needs on these two roads.

According to the Public Works Department, snow removal occurs on Major Streets (Minor Arterials and Collectors) and will only occur on local streets and cul-de-sacs when they are

impassable. Local Streets and cul-de-sacs are the lowest priority during major snow events and costs are unpredictable. At this time there are minimal anticipated costs to the City for snow removal when it is needed along Banner Road & Carroll Drive as the area develops.

#### Infrastructure Improvements

No direct cost to the City will be incurred for construction of infrastructure such as sewer and water lines, roads, sidewalks, curb, gutter and detention ponds in conjunction with this annexation. The applicant will be responsible for these development improvements, which are estimated at \$147,650.

Infrastructure for this site will come under maintenance and ownership of the City once the improvements have been approved and accepted.

#### Property Taxes

Based on Albany County Assessor information provided by the applicant, the property is currently assessed a Mill Levy of \$0.068 per \$1,000 of assessed property value. The applicant has not indicated the current property valuation for the 92-acre site or a proposed valuation after development.

At the current undeveloped county rate, the taxes collected on this property would total \$589.97 per year with the property being valued at around \$91,000.00. Immediately following annexation, at the current undeveloped city rate, the taxes collected on this property would total \$2660.00 per year with the property being valued at around \$3.5 Million.

Finally, using assessed values based upon similar properties in the area such as the Pilot (11 acres, assessed at \$2.2 Million) and Petro (40 acres, assessed at \$4.1 Million) the property to be annexed is estimated to be assessed at a value of \$7 Million. Using this valuation it is estimated that a total of \$48,545 would be collected for the community (73 Mills) and of the total amount, \$5,320.00 going back directly to the City of Laramie (8 Mills).

#### Summary

In summary, this annexation may result in annual revenue to the City of approximately \$2,675.93 to \$30,197.37, based on sewer and water service, solid waste service and mosquito control and depending upon the sizes of water and sewer service and trash handling needs. Annual property tax revenue generated by the development of the annexed property based on the approved preliminary plat will provide an additional \$5,320.00 in direct revenue. In addition to the revenue generated, a total of \$147,650 in estimated infrastructure improvements will be invested in conjunction with the proposed development associated with this annexation, as well as \$53,879.99 in one-time building permit fees, and anywhere from \$31,104 to \$97,200 in water and sewer service connection fees depending upon the sizes needed for the site.

Based on these numbers, the total annual revenue generated would be approximately \$241,048.93 to \$334,666.37 altogether at buildout. Revenue and cost would be allocated among the various applicable City Enterprise and general funds, as defined by code.

#### **PUBLIC COMMENTS:**

Public notice of the request was provided by mail to property owners within 300' of the property on January 20, 2016 and legally advertised in the Laramie Boomerang on January 23, 2016. To date, staff has received two public comments related to this item. One comment was neutral in nature and was directly related to possible impacts the annexation may have on his future use of the property, and the second was neutral in nature and mostly consisted of an inquiry into the project for a nearby property owner.

### **ANNEXATION -STATUTORILY REQUIRED FINDINGS:**

W.S. 15-1-402(a) - 15-1-402(e) requires that before any territory is eligible for annexation, the governing body of any city or town shall make the following findings:

#### Required Findings:

1. An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;
2. The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;
3. The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;
4. The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;
5. The city's governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and
6. The city, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has been sent by certified mail to all landowners and affected public utilities within the territory, a summary of the proposed annexation report as required under subsection (c) of this section and a notice of the time, date, and location of the public hearing required by W.S. 15-1-405(a).
7. Contiguity will not be adversely affected by the existence of the platted street or alley, a public or private right-of-way, a public or private transportation right-of-way, a lake, stream, reservoir or other natural or artificial waterway located between the annexing city or town and the land sought to be annexed.
8. The annexing municipality shall prepare a proposed annexation report as specified by W.S. 15-1-402(c) (i-vi).
9. The city shall prepare for each landowner and affected public utility, requesting in writing, the estimated cost of infrastructure improvements required of the landowner and affected public utility related to the annexation. The request shall be made to the city or town clerk not less than ten (10) days prior to the public hearing required by W.S. 15-1-405(a).

The statutorily required findings can be affirmed and the property and the petition for annexation substantially comply with the requirements set forth in Wyoming Statutes. Responses justifying the required findings are found in the Project Design Analysis and Annexation Cost-Benefits Analysis of this staff report and the annexation report provided by the petitioner.

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

#### Findings of Fact:

- The application complies with Wyoming State Statutes Title 15 Cities and Towns, Article 4 Annexation
- The application complies with the requirements of Laramie Municipal Code, Title 15
- Approval of this petition will add approximately 93 acres to the corporate limits of the City of Laramie.
- No new County properties are being brought within ½ mile of the City limits as a result of this annexation.

#### Conclusions of Law:

- The annexation is being processed pursuant to Wyoming State Statutes Title 15 Cities and Towns, Article 4 Annexation
- Establishing City zoning for the property is consistent with the urban growth goals of the comprehensive plan.

#### **ALTERNATIVES:**

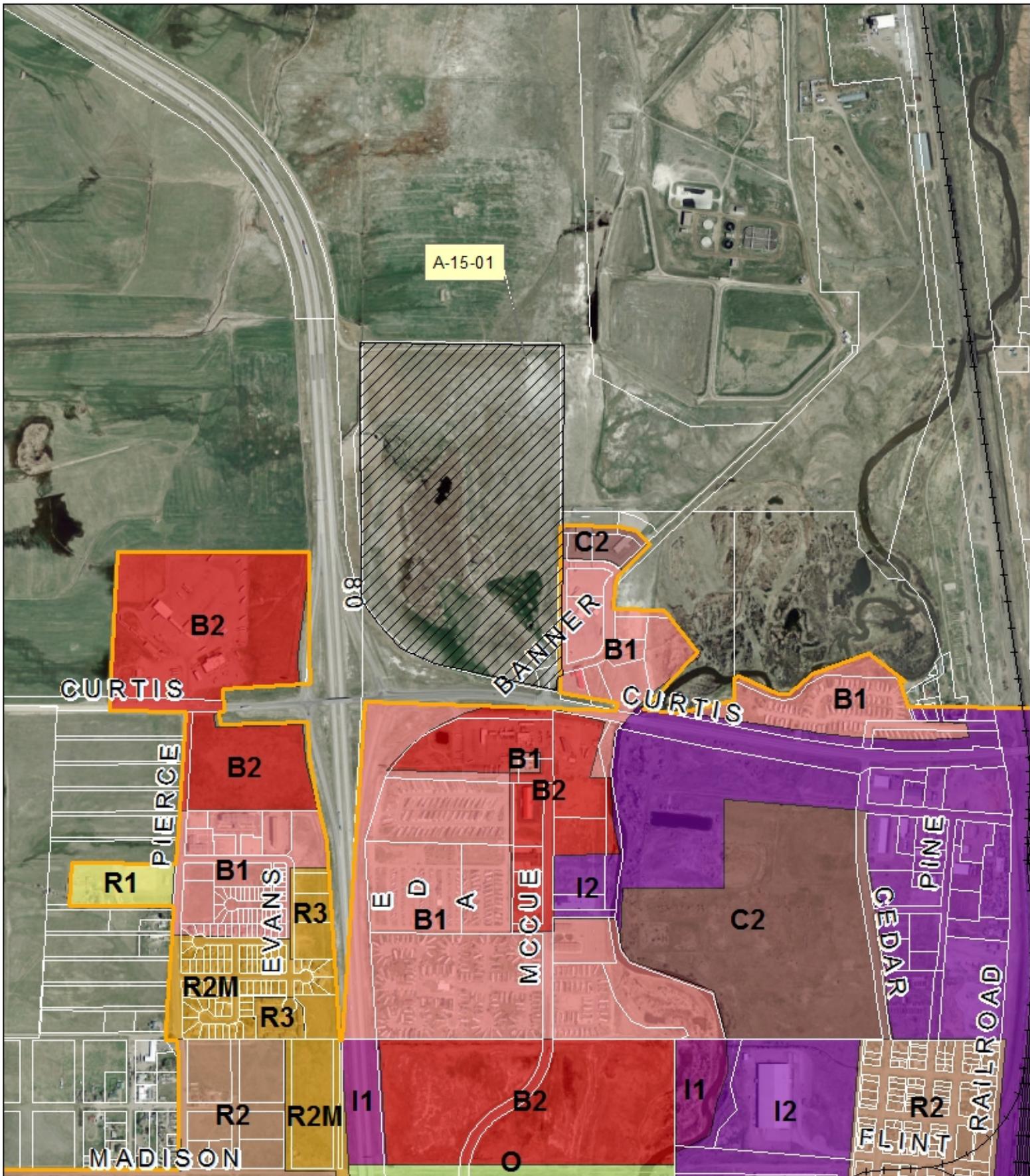
1. Approve the project as recommended by staff, based on findings of fact and conclusion of law, (staff's recommendation).
2. Approve the project with other modifications, based on findings of fact and conclusion of law.
3. Deny the project based on findings of denial. Since staff recommends approval, the Planning Commission must conclude that the entire project does not meet all of the findings. As part of the motion, findings for denial must be stated.
4. Postpone the project until issues identified during the meeting can be resolved with the applicant.

#### **STAFF RECOMMENDATION:**

Move to recommend **approval** to the City Council of the annexation of an approximate 93 acre area of land generally located on the northeast corner of I-80 and Curtis Street, based on findings of fact and conclusions of law.

#### **ATTACHMENTS**

1. Vicinity Map (1 pages)
2. Applicant Generated Annexation Report (10 pages)
3. Annexation Map (1 page)



A-15-01

08

BANNER

CURTIS

CURTIS

PIERCE

EVANS

MCCUE

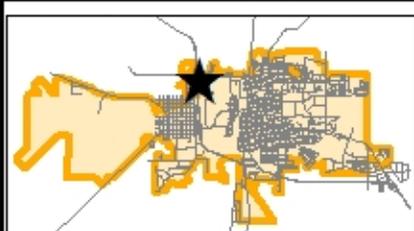
CEDAR

PINE

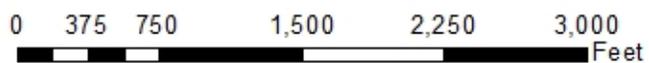
RAILROAD

MADISON

FLINT



A-15-01  
Proposed Annexation



This data contained herein was compiled from various sources for the sole use of the City of Laramie. REVIEW OF THIS OUTLINE FOR ACCURACY AND ANY NECESSARY EDITING HAS NOT BEEN COMPLETED AT THIS TIME. Any use of the data by anyone other than the City of Laramie, and its members, is at the sole risk of the user, and by acceptance of this data, the user does hereby hold the City of Laramie, and its members, harmless and without liability from any claims, costs, or damages of any nature against the City of Laramie, including those of attorneys arising from improper use of data, or use by other party. Acceptance or use of this data is done without any expressed or implied warranties.



# ANNEXATION REPORT

---

**PRESENTED FOR:**

Love's Travel Stops & Country Stores, Inc

**PREPARED FOR:**

Kristen Peterson  
Turning Leaf Realty  
208 E. Garfield Suite 202  
Laramie, WY 82070



**PREPARED BY:**

Coffey Engineering & Surveying, LLC  
902 S. 3<sup>rd</sup> Street  
Laramie, Wyoming 82070

307-742-7425 phone  
307-742-7403 fax

[www.WyoCoffey.com](http://www.WyoCoffey.com)

December 17, 2015

Project No. 2159.00



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**Appendix A**

**Annexation Map  
Final Plat Lots 1 and 2 Block 3 River View First Addition**

## **INTRODUCTION**

In pursuit of annexation to the City of Laramie, this report contains the requirements described in State Statue 15-1-402(c):

*An annexing municipality shall prepare a proposed annexation report as specified in this subsection. The report shall, at a minimum contain:*

*(i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which will, as a result of the annexation then be brought within one-half (1/2) mile of the new corporate limits of the city, if it has exercised the authority granted under W.S. 15-3-202(b)(ii);*

*(ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation;*

*(iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed;*

*(iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection;*

*(v) The current and projected property tax mill levies imposed by the municipality;  
and*

*(vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation.*

## **GENERAL LOCATION AND DESCRIPTION**

### ***Location***

The site is located in government lots 3 and 4, and the north half of the northwest quarter of Section 29 Township 16N Range 73W of the 6<sup>th</sup> Principal Meridian in the City of Laramie, Albany County Wyoming. The site is bounded to the north by the North line of Section 29 Township 16N Range 73W, to the East by River View First Addition Blocks 1 and 3, to the south by the North ROW of Curtis Street, to the west by the West line of Section 29 Township 16N Range 73W.

### ***Description***

The overall area of the site is approximately 92.32 acres. The owner of the property has proposed to develop it and is required to annex the adjoining county ROW as part of the development process according to the City of Laramie Unified Development Code.

## **ANNEXED LAND**

### ***Annexed Land Description***

The land to be annexed into the City of Laramie consists of County owned Rights of Way (ROW) of McCue Street to the southeastern boundary of the site. McCue Street ROW is 80-foot wide according to the Final Plat of Lots 1 and 2 of Block 3 River View First Addition. The total area to be annexed is 93.13 acres.

### ***Services available***

The following services are available to this property either directly or will require extension from the closest available existing lines. Services provided by the City of Laramie will only be provided upon completion of the annexation into the City of Laramie. The developer of the property will be required to extend infrastructure to service the proposed development adjacent to the land to be annexed.

<u>Service</u>	<u>Service Provider</u>
Water Distribution	City of Laramie Utility Department
Wastewater Collection	City of Laramie Utility Department
Roads	City of Laramie Street Department
Phone	Century Link
Gas	Source Gas
Cable TV	Charter Communications
Electric	PacifiCorp / Rocky Mountain Electric
Fire Protection	City of Laramie Fire Department & Utility Department
Trash Removal	City of Laramie / Waste Disposal Services
Police Protection	City of Laramie Police Department
City Planning	City of Laramie Planning Department
City Animal Control	City of Laramie Animal Shelter
City Parks & Rec	City of Laramie Parks and Recreation Department
City Mosquito Control	City of Laramie Parks and Recreation Department
City Administration	City of Laramie

***Estimated Cost of Improvements***

The estimated timetable for completion of adding the improvement to the public sector and the services (as shown in Tables 1 & 2) is May of 2016 to June of 2017. There will be vacant land to the North of the Travel Center that will be designated as B2, General Use, and may develop further in 2017-2022. This further development would also require taps for water and sewer. Increased usage to the City's water and sanitary sewer system will be compensated by the plant investment fees and usage billing paid by the owner the Travel Center. Franchised utilities including Rocky Mountain Power, Source Gas and Century Link have indicated that services would be provided to this development at their connection fee rates. Charter Communications indicated that they would also provide services for this development.

Table 1 summarizes the estimated cost to extend public infrastructure to service the annexed land and adjoining property.

Item	Units	Quantity	Unit Cost*	Cost
Sidewalk along McCue & Carroll	LF	1100	\$ 25.00	\$ 27,500.00
Curb & Gutter (McCue)	LF	550	\$ 25.00	\$ 13,750.00
New Pavement (McCue)	SY	2000	\$ 48.00	\$ 96,000.00
HMA Overlay, 2" (Carroll)	SY	4400	\$ 16.00	\$ 70,400.00
Total				\$ 147,650.00

\* New Pavement- assume 6" of base and 3" of asphalt

\* Unit cost was gathered from internal database.

### Service Fees

Service fees were obtained from City of Laramie Informational Bulletin # 26 dated February 1, 2010. Table 2 summarizes the expected annual fee or service costs for the available services described above.

Item	Units	Quantity	Unit Cost	Cost
2" Water Meter	EA	1	\$ 1,938.74	\$ 1,938.74
2" Water Service	EA	1	\$ 16,112.00	\$ 16,112.00
4" Sewer Service	EA	1	\$ 46,850.00	\$ 46,850.00
Total				\$ 64,900.74

### ***Mill Levies***

The current mill levy on the property owned by Wyoming Central Land and Improvement Company is \$0.068/\$1000 assessed property value. The property containing the west 10 feet of Carroll Avenue and McCue Street, is tax-exempt as it is owned by Albany County. The mill levy will remain the same for the developed land. This information was provided by the Albany County Assessor.

### **CONCLUSIONS**

#### ***Compliance with Standards***

The proposed annexation complies with the requirements of the City of Laramie and standards set forth in Wyoming Statutes 15-1-402(a.).

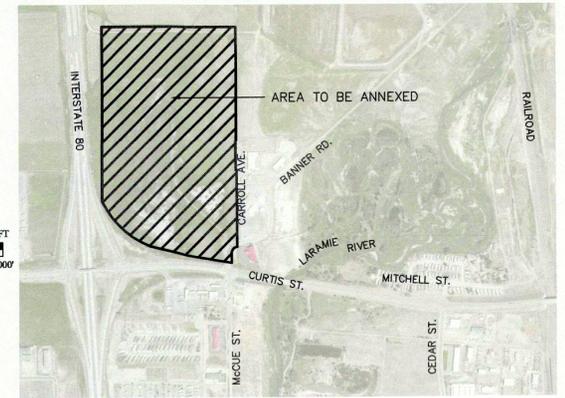
### **REFERENCES**

City of Laramie Informational Bulletin # 26 dated February 1, 2010

# **APPENDIX A**

# ANNEXATION MAP FOR LOVE'S TRAVEL STOPS & COUNTRY STORES, INC

SEC. 29, T.16N, R.73W, 6TH P.M.  
ALBANY COUNTY, WYOMING



VICINITY MAP -  
SECTION 29, T.16N., R.73W., 6th P.M.,  
ALBANY COUNTY, WYOMING

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 29 being an iron pipe found;

Thence along the North line of said Section 29, South 89°57'09" East, a distance of 1,573.14 feet and basis of bearings for this description;

Thence South 00°06'51" East, a distance of 1,459.26 feet along the West line of a parcel of land described in Warranty Deed from American National Bank, N.A., Trustee of the Howard T. Carroll Trust dated December 29, 1976, as amended, to 9H Ranch LLC, a Wyoming Limited Liability Company recorded October 19, 2007 as Document No. 2007 8178 to the Northwest corner of the Plat of Lots 1 and 2, Block 4, River View First Addition filed October 10, 1975 as Instrument No. 622944;

Thence South 00°09'17" East, a distance of 217.82 feet along the West right-of-way of Carroll Avenue, as shown on the Plat of Lots 1 and 2, Block 4, River View First Addition filed October 10, 1975 as Instrument No. 622944, to a point on the North line of Colling Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334;

Thence North 89°50'02" East, a distance of 10.00 feet along said North line of Colling Street to a point on the Corporate Limits of the City of Laramie, Wyoming as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334;

Thence South 00°09'17" East, a distance of 901.64 feet along said Corporate Limits of the City of Laramie, Wyoming, to a point on the South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334;

Thence South 74°24'43" West, a distance of 11.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;

Thence continuing along said curve to the left, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of 79°30'29", an arc distance of 111.458 feet, (chord bearing South 34°39'29" West, a distance of 102.73 feet) to a point on a curve to the right, having a radius of 530.00 feet;

Thence continuing along said curve to the right, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of 04°26'14", an arc distance of 41.044 feet (chord bearing South 02°52'39" West, a distance of 41.03 feet);

Thence South 00°39'29" East, a distance of 62.44 feet along the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on the North right-of-way of a State of Wyoming Highway;

Thence North 80°18'15" West, a distance of 505.10 feet along said right-of-way of said highway, to a right-of-way monument;

Thence North 76°12'08" West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet.

Thence continuing along said curve to the right, through a central angle of 42°45'32", an arc length of 787.327 feet (chord bearing North 46°42'00" West, a distance of 769.18 feet) to a point on the West line of said Section 29;

Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.

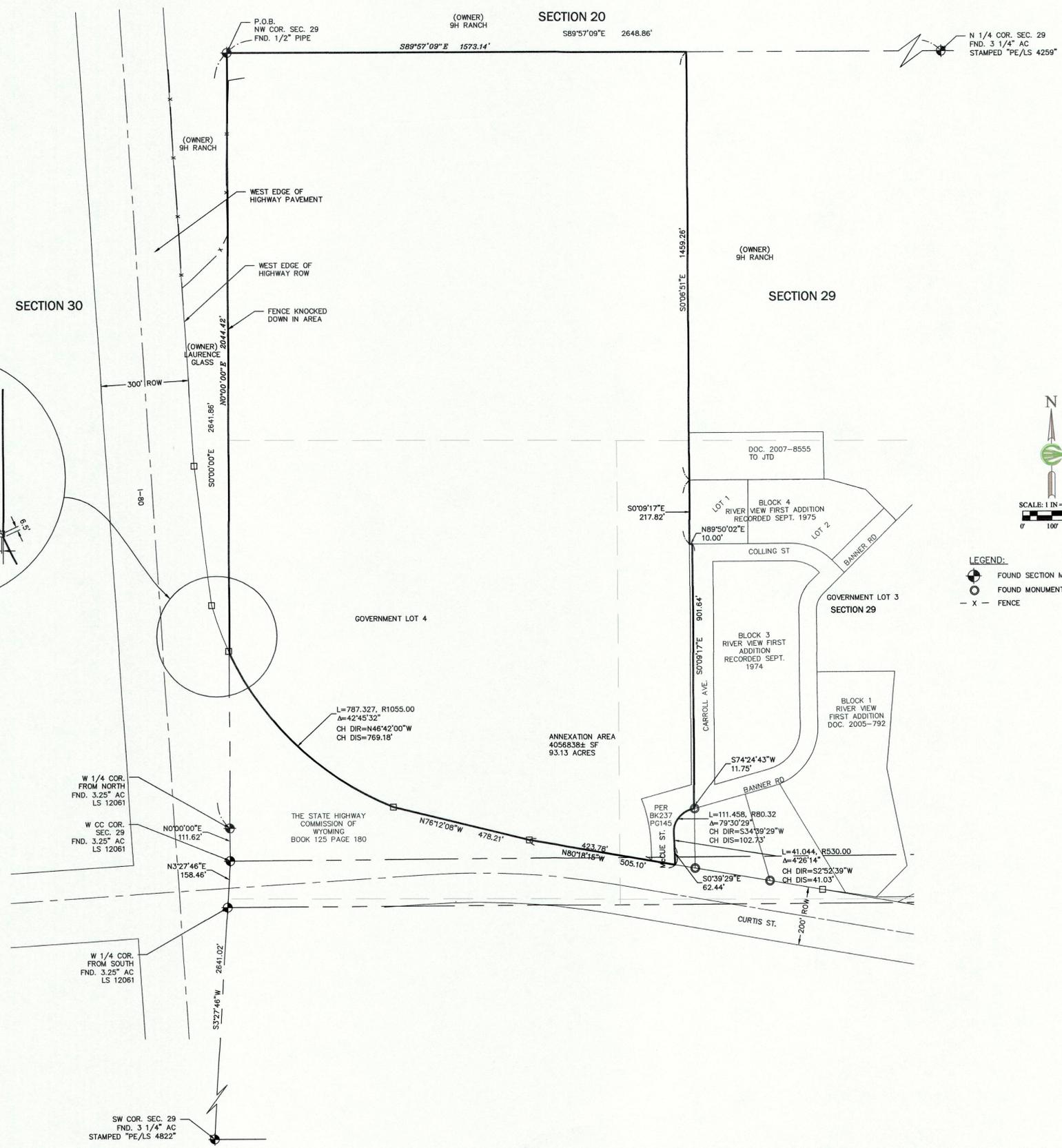
Said parcel contains 93.13 acres, more or less.

DATE	REQUEST BY	REVISION	CHECK	DATE	REQUEST BY	REVISION	CHECK

ANNEXATION MAP FOR  
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC

SEC. 29, T.16N, R.73W, 6TH P.M.  
ALBANY COUNTY, WYOMING

**COFFEY**  
ENGINEERING & SURVEYING  
P.O. BOX 7425  
LARAMIE, WY 82070  
TEL: 307.742.7425



**LEGEND:**

- FOUND SECTION MONUMENT - AS DESCRIBED
- FOUND MONUMENT - AS DESCRIBED
- FENCE

**NOTE:**  
1. THE LAND IS CURRENTLY ZONED COUNTY AGRICULTURE. UPON ANNEXATION THE PROPOSED ZONE WOULD BE B2 - GENERAL BUSINESS.

**CERTIFICATE OF SURVEYOR:**  
I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY, THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.



W 1/4 COR. FROM NORTH  
FND. 3.25" AC  
LS 12061

W CC COR.  
SEC. 29  
FND. 3.25" AC  
LS 12061

W 1/4 COR. FROM SOUTH  
FND. 3.25" AC  
LS 12061

SW COR. SEC. 29  
FND. 3 1/4" AC  
STAMPED "PE/LS 4822"

THE STATE HIGHWAY  
COMMISSION OF  
WYOMING  
BOOK 125 PAGE 180

ANNEXATION AREA  
40568.38± SF  
93.13 ACRES

BLOCK 1  
RIVER VIEW  
FIRST ADDITION  
DOC. 2005-792

BLOCK 3  
RIVER VIEW  
FIRST ADDITION  
RECORDED SEPT. 1974

BLOCK 4  
RIVER VIEW  
FIRST ADDITION  
RECORDED SEPT. 1975

DOC. 2007-8555  
TO JTD

SECTION 29

SECTION 20

SECTION 30

WEST HIGHWAY ROW DETAIL  
SCALE: 1" = 20'

Know all men by these presents that the undersigned owners and proprietors of the land shown on this plat hereby certify that the foregoing LOTS ONE AND TWO OF BLOCK THREE, are in Section 29, T16N, R73W, of the 6th P.M. and are more particularly described as follows:

Beginning at a point which lies N30°56'10"E, 3382.79 feet from the SW corner of said Section 29, (said point of beginning also lying N28°59'26"E, 2051.2 feet from the intersection of the north right of way line of Curtis Street and the center line of McCue Street (Extended), said point of intersection being Wyoming Highway Department Station 26+53.0);  
 Thence N 1°03'00"E a distance of 904.59 feet;  
 Thence S 88°57'41"E a distance of 349.73 feet;  
 Thence S 43°21'45"E a distance of 105.03 feet;  
 Thence S 43°21'45"E a distance of 6000 feet;  
 Thence S 46°39'50"W a distance of 105.03 feet;  
 Thence S 43°21'45"E a distance of 105.03 feet;  
 Thence S 0°36'30"W a distance of 394.91 feet;  
 Thence 274.19 feet along a 27°21'24" curve to the right (radius 2094.4 feet, chord S 38°06'45"W, 255.02 feet);  
 Thence S 75°37'00"W a distance of 291.95 feet to the point of beginning;  
 Said tract of land contains 8.496 acres more or less, and

that the survey and laying out into blocks, lots, streets, and easements to be known as LOTS ONE AND TWO OF BLOCK THREE, RIVER VIEW FIRST ADDITION, is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that they are owners in fee simple thereof; and that they do hereby dedicate to the public use said streets and easements as shown on the foregoing plat. This dedication is subject to the existing power line easement as recorded in book 122 (Photo Records) page 43 in the office of the Albany County Clerk.

**OWNERS**

WYOTEL, INC

*Leo P. McCue, Jr.*  
 Leo P. McCue, Jr., President  
 Thomas S. Smith, Secretary

**ACKNOWLEDGEMENTS**

STATE OF WYOMING  
 COUNTY OF ALBANY

The foregoing instrument was acknowledged before me by Leo P. McCue, Jr., as an individual and as President of Wyotel, Inc., this 23rd day of May, A.D. 1974.

Witness my hand and official seal  
 My commission expires May 2, 1978  
 STATE OF WYOMING  
 COUNTY OF ALBANY

The foregoing instrument was acknowledged before me by David N. Hitchcock as an individual and as President of Wyoming Central Land & Improvement Company, Inc., this 23rd day of May, A.D. 1974.

Witness my hand and official seal  
 My commission expires August 12, 1977  
 STATE OF WYOMING  
 COUNTY OF ALBANY

**CERTIFICATE OF ENGINEER**

I, Forrest M. Kepler, Jr., of Laramie, Wyoming hereby certify that this plat was made from notes taken during an actual survey made under my direction during June, 1973 and that it correctly delineates the tract of land described herein.

Date *May 21, 1974*  
 Forrest M. Kepler, Jr.  
 WYO. P.E. & L.S. 649

**WYOMING CENTRAL LAND & IMPROVEMENT CO.**

*David N. Hitchcock*  
 David N. Hitchcock  
 President

**APPROVED**

LARAMIE PLANNING COMMISSION

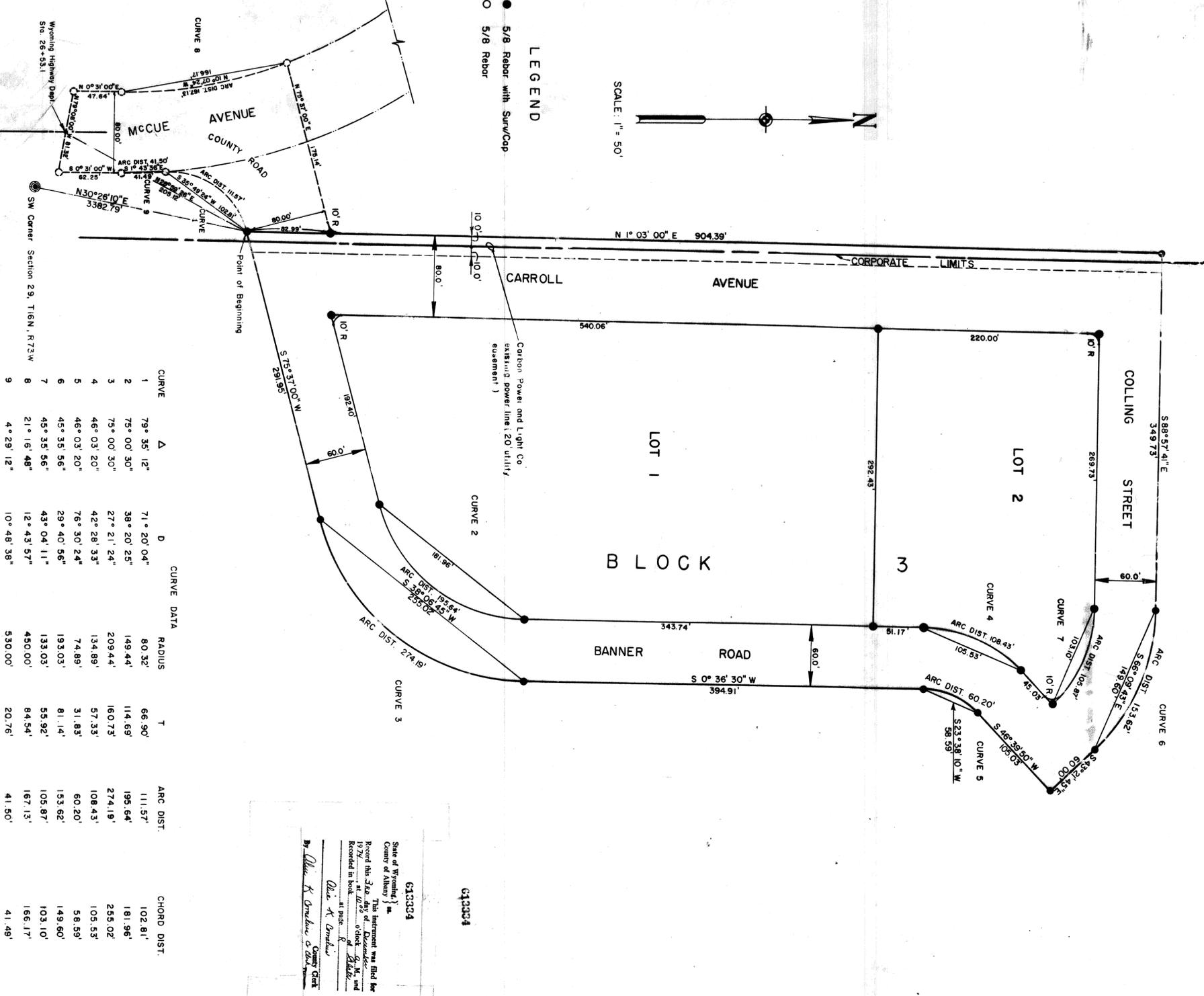
*Mowin B. Snow*  
 Mowin B. Snow  
 Chairman

CITY OF LARAMIE, WYOMING

*Richard W. Walker*  
 Richard W. Walker  
 Mayor

**ATTEST**

*Josephine J. Fay*  
 Josephine J. Fay  
 City Clerk



Center Line of McCue County Road (Extended)

J. J. BANNER & ASSOC., INC.  
 137 1/2 MILE, WYOMING  
 MAY, 1974  
 ENGINEERS

LOTS ONE AND TWO  
 OF BLOCK THREE  
 RIVER VIEW FIRST ADDITION

# ANNEXATION MAP FOR LOVE'S TRAVEL STOPS & COUNTRY STORES, INC

SEC. 29, T16N, R73W, 6TH P.M.  
ALBANY COUNTY, WYOMING



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Thence South 00°06'51" East, a distance of 1,459.26 feet along the West line of a parcel of land described in Warranty Deed from American National Bank, N.A., Trustee of the Howard T. Carroll Trust dated December 29, 1976, as amended, to 9H Ranch LLC, a Wyoming Limited Liability Company recorded October 19, 2007 as Document No. 2007-8178 to the Northwest corner of the Plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as instrument No. 622944;

Thence North 89°50'43" East, a distance of 10.00 feet along the North line of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as instrument No. 622944 to a point on the Corporate Limits of the City of Laramie, Wyoming as shown on the plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as instrument No. 622944;

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Thence South 74°24'43" West, a distance of 11.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;

Thence continuing along said curve to the left, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, through a central angle of 79°30'29", an arc distance of 111.46 feet, (chord bearing South 34°39'29" West, a distance of 102.73 feet) to a point on a curve to the right, having a radius of 530.00 feet;

Thence continuing along said curve to the right, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, through a central angle of 04°26'14", an arc distance of 41.03 feet (chord bearing South 02°52'39" West, a distance of 41.03 feet);

Thence South 00°39'29" East, a distance of 62.44 feet along the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, to a point on the North right-of-way of a State of Wyoming Highway;

Thence North 80°18'15" West, a distance of 505.10 feet along said right-of-way of said highway, to a right-of-way monument;

Thence North 76°12'08" West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet;

Thence continuing along said curve to the right, through a central angle of 42°45'32", an arc length of 787.33 feet (chord bearing North 46°42'00" West, a distance of 769.18 feet) to a point on the West line of said Section 29;

Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.

Said parcel contains 93.18 acres, more or less.

Thence South 00°09'17" East, a distance of 1119.46 feet along said Corporate Limits of the City of Laramie, Wyoming, to a point on the South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334;

Thence South 74°24'43" West, a distance of 11.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;

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Thence continuing along said curve to the right, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, through a central angle of 04°26'14", an arc distance of 41.03 feet (chord bearing South 02°52'39" West, a distance of 41.03 feet);

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Said parcel contains 93.18 acres, more or less.

**APPLICANT**  
KRISTEN PETERSON  
TURNING LEAF REALTY  
208 E. GARFIELD SUITE 202  
LARAMIE, WY 82070

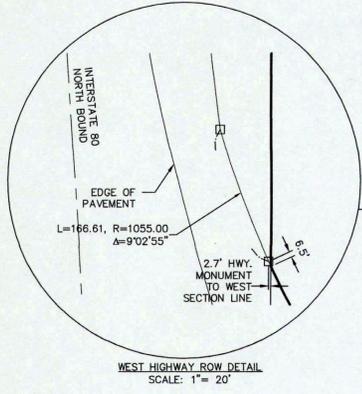
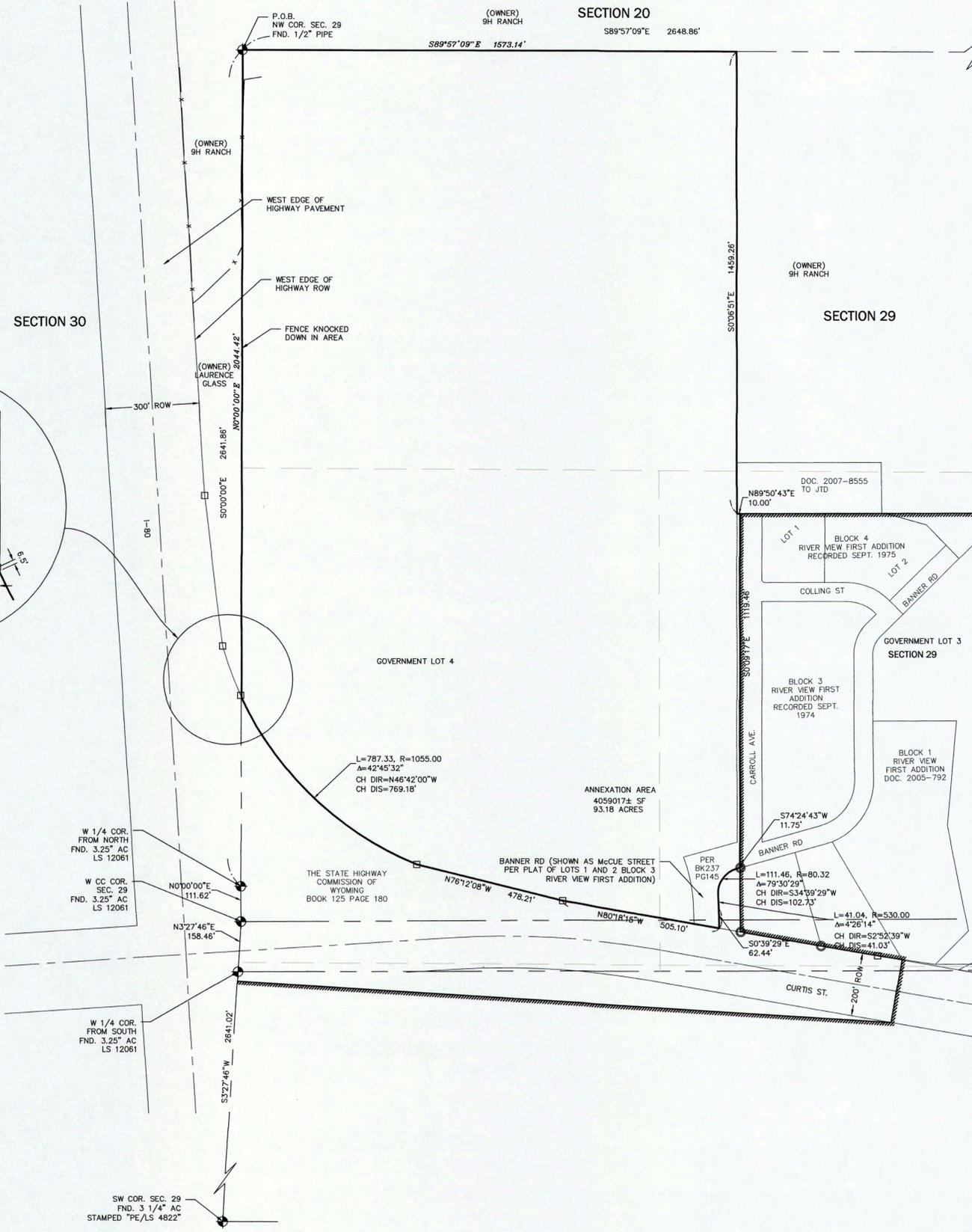
**OWNER**  
WYOMING CENTRAL LAND AND  
IMPROVEMENT COMPANY  
ATTN: AMY K. MULLAMSON  
1221 CANBY ST.  
P.O. BOX 601  
LARAMIE, WY 82070

**SURVEYOR**  
COFFEY ENGINEERING & SURVEYING, LLC  
902 SOUTH 3RD STREET  
LARAMIE, WY 82070  
(307)-742-7425

**NOTE:**  
1. THE LAND IS CURRENTLY ZONED COUNTY AGRICULTURE. UPON ANNEXATION THE PROPOSED ZONE WOULD BE B2 - GENERAL BUSINESS.

**CERTIFICATE OF SURVEYOR:**

I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.



- LEGEND:**
- FOUND SECTION MONUMENT - AS DESCRIBED
  - FOUND MONUMENT - AS DESCRIBED
  - PROPOSED CORPORATE LIMITS TO BE ANNEXED INTO THE CITY
  - EXISTING CORPORATE LIMITS

DATE	REVISION	REQUEST BY	CHECK
1/15/16		COMMENTS PER DEREK TEINI	

Project:	2142.00
Drawing:	2142.00/ANEX
Drawn By:	MAJ
Date:	12/17/15
Rev. Date:	1/18/16
Check By:	DRC

ANNEXATION MAP FOR  
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC

**COFFEY**  
ENGINEERING & SURVEYING  
902 S. 3rd St., Laramie, WY 82070  
(307) 742-7425 (F) 307-742-7403

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify that I am/we are the legal owner(s) of the property being considered under this application, and do hereby authorize the below applicant(s) and representative(s) to file and represent my/our interest in this application.

I am/we are the legal owner(s) of said property; have read this "Letter of Authorization" and know the contents thereof; and so hereby certify (or declare) under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD: (All owners of record must sign; provide extra sheets if necessary.)

The Wyoming Central Land & Improvement Co (Print Name) [Signature] [Date] 12/18/2015
Board of County Commissioners (Print Name) [Signature] [Date] 1-5-15

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to City staff and officials to enter the property to conduct inspections/site visits necessary for the review of the project.

APPLICANT (LLCs, Corporations and Partnerships shall identify an officer as the primary contact):

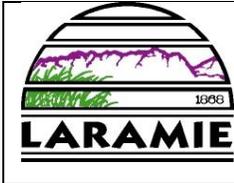
Kristen Peterson (Print Name) [Signature] [Date] 12/18/2015

APPLICANT'S REPRESENTATIVE:

Kristen Peterson (Print Name) [Signature] [Date] 12/18/2015

The Community Development Director or his designee shall provisionally determine the completeness of an application at the time of submittal to the Community Development Department. A formal determination of completeness will be made no later than 21 calendar days after the submittal deadline (please see the Application Submittal Schedule for deadlines). A determination of completeness shall not constitute a determination of compliance with substantive requirements of this development code.

## CITY OF LARAMIE COUNCIL REGULAR MEETING    April 5, 2016



### Agenda Item: Original Ordinance - 2nd Reading

**Title:** Original Ordinance No. 1940, establishing zoning in an area approximately 93 acres in size to B2 (business) District, generally located on the northeast corner of I-80 and Curtis Street.

### Recommended Council MOTION:

Move to approve Original Ordinance No. 1940 on second reading; establishing zoning in an area approximately 93 acres in size to B2 (Business) District generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law; and to set a public hearing for April 12, 2016.

---

### Administrative or Policy Goal:

The Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2) designates part of this area as Auto-Urban Commercial (AUC). Establishment of B2 zoning on the property is consistent with the area Land Use Plan, which allows for NB (Neighborhood Business), B1 (Limited Business), B2 (Business) and C2 (Limited Commercial). Note: B2 zoning is not identified in the Comprehensive Plan, Table 3.1 as a compatible use, however staff has concluded in numerous previous cases that this is an error in the Comprehensive Plan and should be included as compatible. This correction is being recommended in the forthcoming Comprehensive Plan updates.

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### Background:

This application is part three of a three-part application package:

1. Annexation (A-15-01)
2. Comprehensive Plan Amendment (CPA-16-01)
3. Zoning Amendment (Z-15-07) (**This Item**)

This zoning amendment would establish B2 (Business) District zoning for an area approximately 93 acres in size on the northeast corner of I-80 and Curtis Street. The area is currently being considered for annexation of the same 93 acres as well as an amendment to the Laramie Comprehensive Plan (2007) to designate the entire site as Auto-Urban Commercial (AUC) within the Comprehensive Plan's Future Land Use Map (Map 3.2).

The Planning Commission unanimously recommended the Council approve the rezoning request at their February 8, 2016 meeting (5 yes, 0 no, 2 absent).

The Laramie City Council approved (8 yes, 1 no, 0 absent) on 1st Reading the zoning request at their March 1, 2016 meeting.

The Laramie City Council will hold a public hearing on April 12, 2016.

Note: Following introduction of the Comprehensive Plan Amendment (CPA-16-01) at their March 1, 2016 City Council meeting, staff recommend that this item be postponed until after the Annexation has concluded. It is anticipated that on April 19, 2016 the Laramie City Council will bring this item back and certify Planning Commission approval of the Comprehensive Plan Amendment, which will amend the Future Land Use Plan, Map 3.2 of the 2007 Laramie Comprehensive Plan to designate this entire area as

AUC (Auto-Urban Commercial) in order to accommodate this zoning request. Currently recommended zoning districts for the AUC (Auto-Urban Commercial) category include the NB, B1, B2, and C2 zoning districts.

**Legal/Statutory Authority:**

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Comprehensive Plan Amendment Approval Criteria LMC § 15.06.060.e.X.4.(i).(2)
- Wyoming State Statutes Title 15 Article 1 Section 502
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan 2007
- Major Street Plan

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$635.00	Application and Sign Fee
Grants for Projects		
Loans on Project		
Other		
<b>Total</b>	<b>\$635.00</b>	

**Responsible Staff:**

Randy Hunt, AICP, Community Development Director, 721-5288

Derek T. Teini, AICP, Principal Planner, 721-5245

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	April 12, 2016
Pub. Hearing Advertised	March 19, 2016
Introduction/1 <sup>st</sup> Reading	March 1, 2016
2 <sup>nd</sup> Reading	April 5, 2016
3 <sup>rd</sup> Reading	April 19, 2016

Attachments:

Proposed Ordinance  
 February 8, 2016 Planning Commission Staff Report  
 Signature Documentation

\_\_\_\_\_ City Manager    \_\_\_\_\_ City Attorney    \_\_\_\_\_ **Community Development**

ORIGINAL ORDINANCE NO.: 1940  
ENROLLED ORDINANCE NO.:

INTRODUCED BY: SUMMERVILLE

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LARAMIE, WYOMING, BY DESIGNATING ZONING IN AN AREA APPROXIMATELY 93.18 ACRES IN SIZE, GENERALLY LOCATED ON THE NORTHEAST CORNER OF INTERSTATE 80 AND CURTIS STREET, TO B2 (BUSINESS) DISTRICT.

WHEREAS, on December 21, 2015 Turning Leaf Realty (Kristen Peterson) and owners Wyoming Central Land and Improvement Company (Amy King) and Albany County, filed with the City an application to establish zoning in an area approximately 93 acres in size, generally located on the northeast corner of Interstate 80 and Curtis Street, to B2 (Business) District; and

WHEREAS, on February 8, 2016 City staff presented the zoning application to the Planning Commission with a recommendation that the City Council approve the proposed amendment; and

WHEREAS, on February 8, 2016 City Planning Commission reviewed the rezoning application and by majority vote (5 yes, 0 no, 2 absent) of its members recommended approval of the zoning of the subject property; and

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. §15-1-602 will be published in the *Laramie Boomerang* on March 19, 2016; and

WHEREAS, a public hearing shall be held on ~~March 22, 2016~~ April 12, 2016 which notice shall be given at least fifteen (15) days prior to the public hearing in compliance with Wyo. Stat. § 15-1-602.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

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

**Section 2.** That the Zoning District Map of City is hereby amended by establishing zoning on the subject property of B2 (Business) District, which is described as follows:

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 29 being an iron pipe found;

Thence along the North line of said Section 29, South 89°57'09" East, a distance of 1,573.14 feet and basis of bearings for this description;

Thence South 00°06'51" East, a distance of 1,459.26 feet along the West line of a parcel of land described in Warranty Deed from American National Bank, N.A., Trustee of the Howard T. Carroll Trust dated December 29, 1976, as amended, to 9H Ranch LLC, a Wyoming

Limited Liability Company recorded October 19, 2007 as Document No. 2007 8178 to the Northwest corner of the Plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence North  $89^{\circ}50'43''$  East, a distance of 10.00 feet along the North line of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944 to a point on the Corporate Limits of the City of Laramie, Wyoming as shown on the plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence South  $00^{\circ}09'17''$  East, a distance of 1119.46 feet along said Corporate Limits of the City of Laramie, Wyoming, to a point on the South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334;

Thence South  $74^{\circ}24'43''$  West, a distance of 11.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;

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Thence North  $80^{\circ}18'15''$  West, a distance of 505.10 feet along said highway right-of-way, to a right-of-way monument;

Thence North  $76^{\circ}12'08''$  West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet,

Thence continuing along said curve to the right, through a central angle of  $42^{\circ}45'32''$ , an arc length of 787.33 feet (chord bearing North  $46^{\circ}42'00''$  West, a distance of 769.18 feet) to a

point on the West line of said Section 29;

Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.

Said parcel contains 93.18 acres, more or less.

**Section 3.** That the foregoing described property contains 93.18 acres more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all improvements thereon, and as shown in Attachment A.

**Section 4.** That this ordinance shall become effective after its passage, approval and publication.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
David A. Paulekas, Mayor and President of the  
City Council

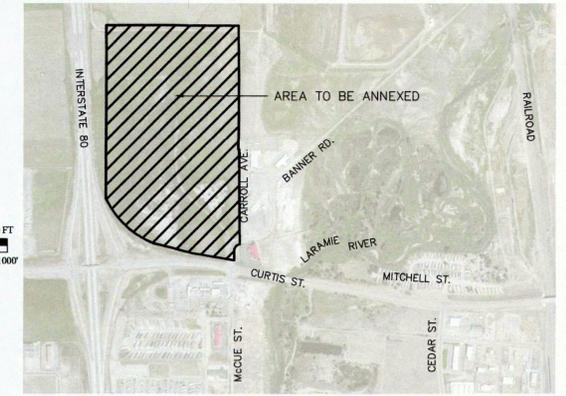
Attest: \_\_\_\_\_  
Angie Johnson, City Clerk

First Reading: March 1, 2016  
Public Hearing: April 12, 2016  
Second Reading: April 5, 2016  
Third Reading and Final Action: April 19, 2016

Duly published in the *Laramie Boomerang* this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ANNEXATION MAP FOR  
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC**

SEC. 29, T16N, R73W, 6TH P.M.  
ALBANY COUNTY, WYOMING



VICINITY MAP -  
SECTION 29, T.16N., R.73W., 6th P.M.,  
ALBANY COUNTY, WYOMING

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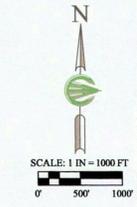
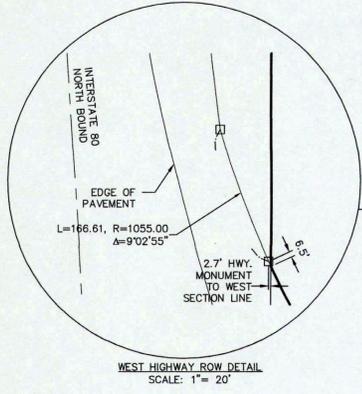
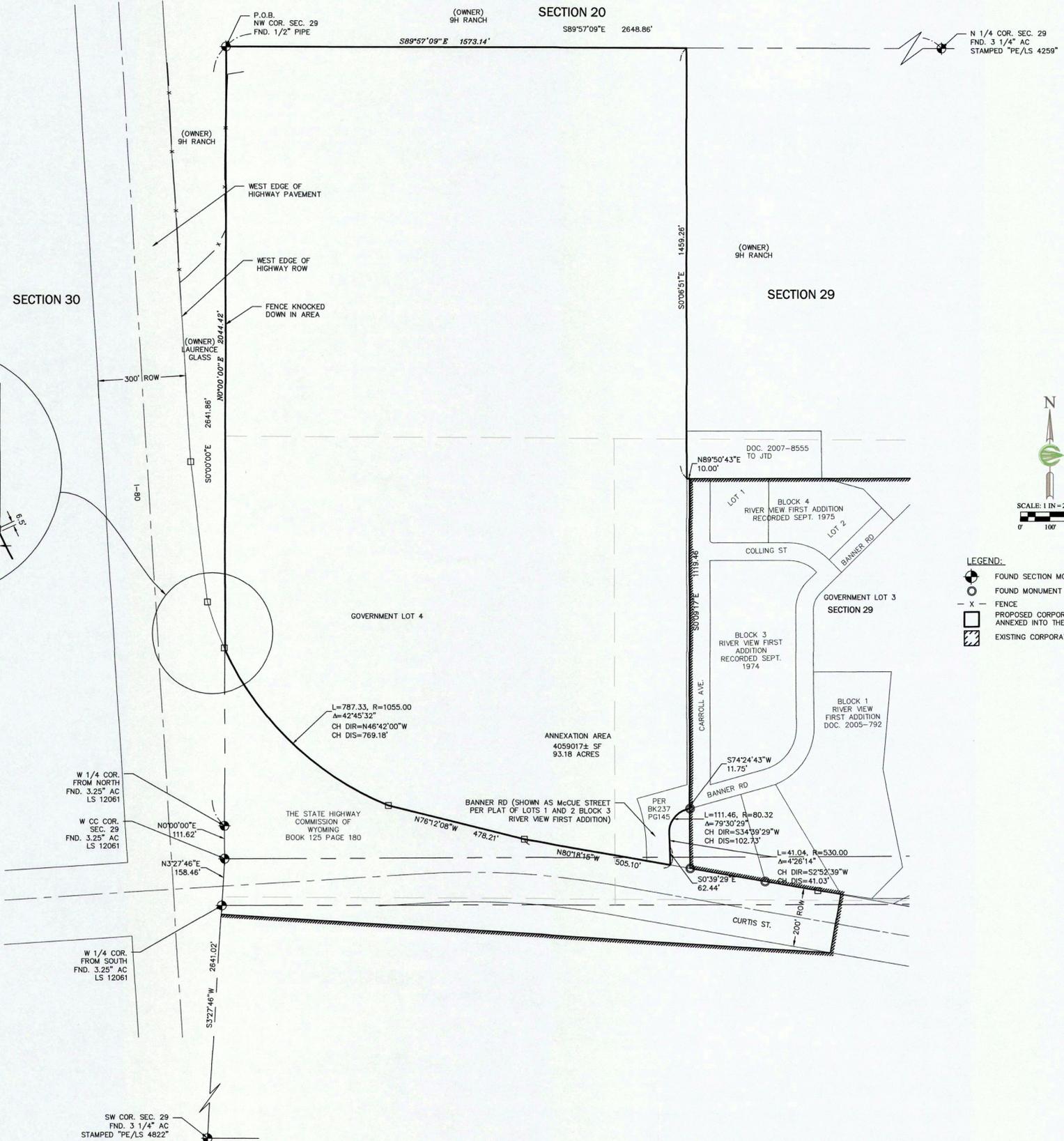
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**CERTIFICATE OF SURVEYOR:**

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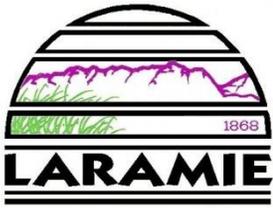
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**ANNEXATION MAP FOR  
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC**

SEC. 29, T16N, R73W, 6TH P.M.  
ALBANY COUNTY, WYOMING

**COFFEY**  
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902 S. 3rd St., Laramie, WY 82070  
(307) 742-7425 (F) 307-742-7403



# City of Laramie

Community Development Department  
P.O. Box C  
Laramie, WY 82073

Code Administration: (307) 721-5271  
Engineering: (307) 721-5250  
Planning: (307) 721-5207  
Fax: (307) 721-5248

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## LARAMIE PLANNING COMMISSION FEBRUARY 8, 2016 STAFF REPORT

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**FILE:** Z-15-07 Northeast Corner of I-80 and Curtis Street (Loves Travel Center)

**REQUEST:** Establishment of B2 (Business) District zoning for a property approximately 93 acres in size, to coincide with a proposed Annexation and Comprehensive Plan Amendment.

**LOCATION:** Generally located on the northeast corner of I-80 and Curtis Street.

**APPLICANT(S)/AGENT:** Turning Leaf Realty (Kristen Peterson)

**OWNER(S):** Wyoming Central Land and Improvement Company (Amy King Williamson)/Albany County

**PURPOSE:** To allow for uses and zoning compatible with the (B2) Business designation.

**CURRENT ZONING:** No City zoning designation (County Rural Residential)

**PREPARED BY:** Derek T. Teini, AICP, Principal Planner

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### RECOMMENDED MOTION:

Move to recommend **approval** to the City Council of the establishment of B2 (Business) District zoning for an area of land approximately 93 acres in size located generally at the northeast corner of I-80 and Curtis Street, based on findings of fact and conclusions of law.

### APPLICABLE CODE SECTION(S):

Laramie Comprehensive Plan  
Laramie Municipal Code Title 15, Unified Development Code  
Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning  
Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning

### BACKGROUND:

This zoning amendment would establish B2 (Business) District zoning for an area approximately 93 acres in size on the northeast corner of I-80 and Curtis Street. The rezoning request is in association with an Annexation (A-15-01) and Comprehensive Plan Amendment (CPA-16-01). The area is currently located outside of city limits and within Albany County and therefore has no current city zoning designation. The property will be annexed prior to the comprehensive plan designation and zoning.

The southern portion of this property is already designated as AUC (Auto-Urban Commercial) within the Future Land Use Plan, Map 3.2 of the 2007 Laramie Comprehensive Plan. Currently the applicant is in the process of amending the Future Land Use Plan through a Comprehensive Plan amendment (CPA-16-01) in order to designate the northern portion of this property as Auto-Urban Commercial to accommodate this rezoning request.

### **SURROUNDING LAND USE AND ZONING:**

#### Future Land Use:

	<b>Future Land Use Designation (Map 3.2)</b>	<b>Zoning</b>	<b>Land Use</b>
<b>Subject Property</b>	(AUC) Auto-Urban Commercial/ (AG) Agriculture	County Rural Residential	Vacant
<b>North</b>	(AG) Agriculture	County Rural Residential	Vacant
<b>South</b>	(AUC) Auto-Urban Commercial	(B1) Limited Business/ (B2) Business	Gas station & Travel center
<b>East</b>	(AUC) Auto-Urban Commercial/ (AG) Agriculture	(B1) Limited Business/ (C2) General Commercial	Hotel/ Vacant/Gas Station
<b>West</b>	(AUC) Auto-Urban Commercial/ (SR) Suburban Residential	(B2) Business	Vacant

Zoning districts associated with Auto-Urban Commercial designations are NB (Neighborhood Business), B1 (Limited Business) and C2 (Limited Commercial). The B2 zone district technically is not a compatible zone district for AUC as noted in the Comprehensive Plan. However, staff has concluded in numerous previous cases that this is an error in the Comprehensive Plan and should be included as compatible. This correction is being recommended in the forthcoming Comprehensive Plan updates. Staff, Planning Commission, and City Council have been consistent over the past 7 years in interpreting AUC to authorize B2 Zoning. By requesting this Comprehensive Plan Amendment the applicant could request, at the time of annexation any of the above zoning districts or combination of them.

Staff supports the zoning request for this property due to the fact it is in conformance with the Comprehensive Plan's designation of this area being Auto-Urban Commercial. Adjacent properties are zoned B1, B2 and C2 and are developed with auto-centric commercial uses. Designating this area as B2 is consistent with the development occurring and is compatible with the location of an existing Collector Street (Banner Road) and Minor Arterial Street (Curtis Street) and due to the fact that it is next to an Interstate highway interchange.

### **LAND USE AND ZONING:**

Properties in the area are zoned B1, B2 and C2 with the existing uses complying with the zoning district in which they are located. With this request, B2 zoning would allow a wide variety of commercial uses, generally more intense than those use found in the present B1 zoning district nearby, but somewhat less intense than the C2 uses directly adjacent. The B2 zoning request would provide for more property that would accommodate uses, typical of an interchange area and allow for

the whole property to be zoned into one zone district. With the property being located within City Limits all applicable development regulations will apply to the site as the property develops.

### **PUBLIC COMMENTS:**

Public notice of the request was provided by mail to property owners within 300' of the property on January 20, 2016 and legally advertised in the Laramie Boomerang on January 23, 2016. To date, staff has received no public comments related to this item.

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

#### Findings of Fact:

- The request complies with the applicable zoning requirements of Laramie Municipal Code, Title 15.
- Establishing B2 (Business) District zoning for the property is consistent with the Future Land Use Map (Map 3.2) and related goals and policies of the Comprehensive Plan (2007).

#### Conclusions of Law:

- The amendment to the zoning map is being processed pursuant to Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning.
- Establishing B2 (Business) District zoning for the property is consistent with the Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2).

### **ALTERNATIVES:**

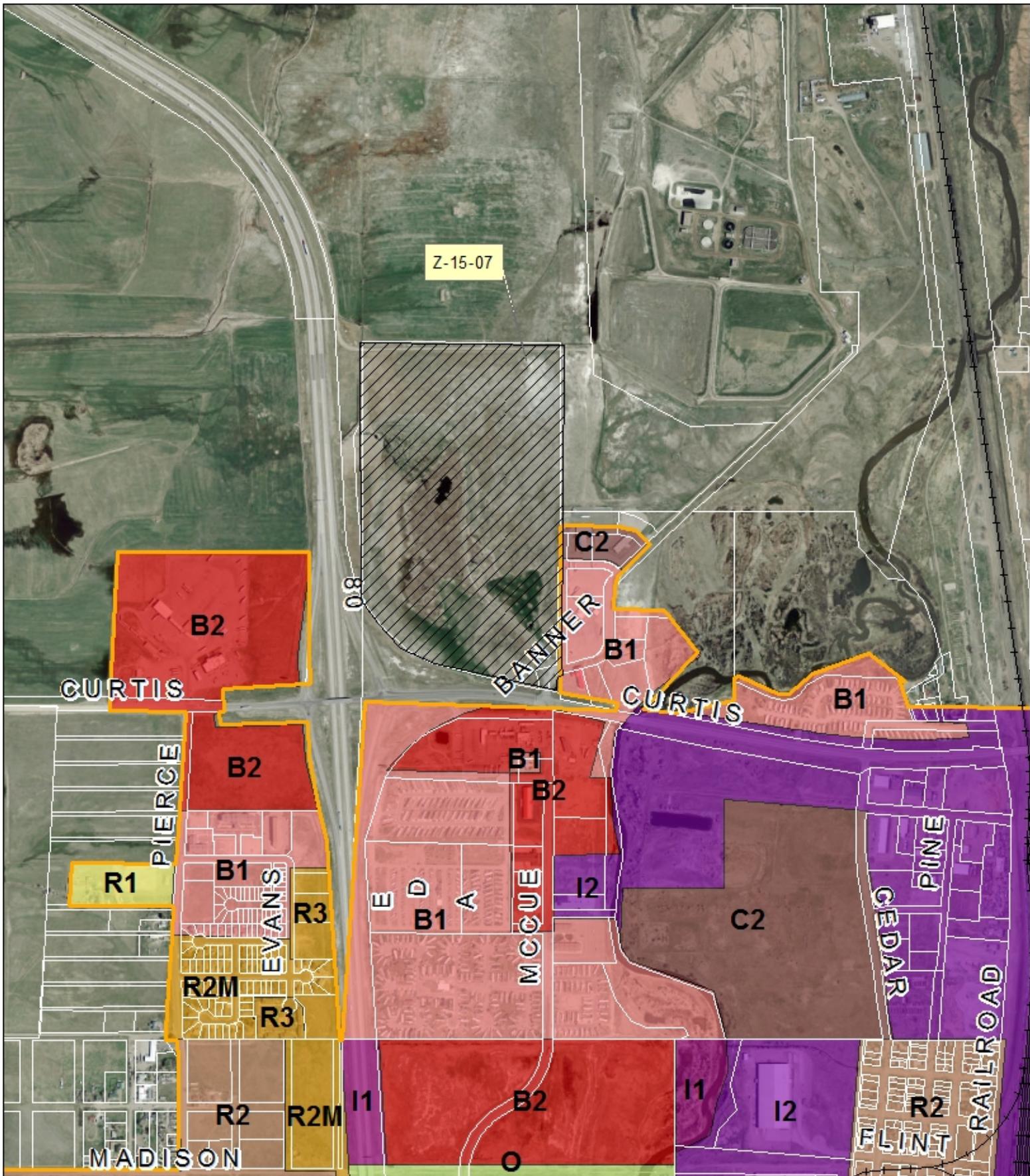
1. Approve the rezoning as recommended by staff, based on findings of fact and conclusion of law. (Staff's recommendation)
2. Approve the rezoning with other modifications, based on findings of fact and conclusion of law.
3. Deny the rezoning based on findings of denial. Since staff recommends approval, the Planning Commission must conclude that the rezoning does not meet all of the findings. As part of the motion, findings for denial must be stated.
4. Postpone the rezoning until issues identified during the meeting can be resolved with the applicant.

### **STAFF RECOMMENDATION:**

Move to recommend **approval** to the City Council of the establishment of B2 (Business) District zoning for an area of land approximately 93 acres in size located generally at the northeast corner of I-80 and Curtis Street, based on findings of fact and conclusions of law.

### **ATTACHMENTS**

1. Vicinity Map
2. Zoning Change Legal Description/Map
3. Applicant Cover Letter



Z-15-07

08

BANNER

CURTIS

CURTIS

PIERCE

EVANS

MCCUE

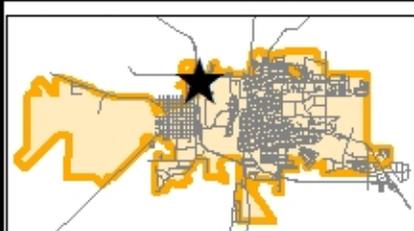
CEDAR

PINE

RAILROAD

MADISON

FLINT



Z-15-07  
Proposed Future Zoning



This data contained herein was compiled from various sources for the sole use of the City of Laramie. REVIEW OF THIS OUT-OF-DATE DOCUMENT AND ANY NECESSARY EDITING HAS NOT BEEN COMPLETED AT THIS TIME. Any use of the data by anyone other than the City of Laramie, and its members, is at the sole risk of the user, and by acceptance of this data, the user does hereby hold the City of Laramie, and its members, harmless and without liability from any claims, costs, or damages of any nature against the City of Laramie, including use of data arising from improper use of data, or use by other party. Acceptance or use of this data is done without any expressed or implied warranties.







**TURNING  
LEAF REALTY**  
WHEN LIFE CHANGES SEASONS

December 07, 2015

Wyoming Central Land and Improvement Company

PO Box 601

Laramie WY 82073

Re: Application for Rezoning, of the NW Corner of Curtis Street and Mc Cue Street (Approx. 87 acres +/-)

Dear Mr. Teini,

It is the intention of Wyoming Central Land and Improvement Company to request Rezoning for services and city development in order to accommodate uses consistent with the comprehensive plan, as Auto Urban Commercial. The proposed use is to Rezone from the present zoning of County and Agricultural to City B-2. The future intent of the use, is to be a Loves Travel Center.

A little about Loves:

"Tom and Judy Love opened a single gas station in far western Oklahoma back in 1964. A few short years later (1972), Love's opened its first convenience store in Guymon, Okla., and soon after (1981), its first travel stop in Amarillo, Texas.

Since that time, Love's chain of convenience stores and travel centers has expanded to more than 360 locations in 40 states nationwide. When we talk about family values at Love's, it's more than the family name. We value our employees, customers and the communities where they live.

We value all-things local. *Local* stores across the country contribute to *local* nonprofits each year, and the Love's corporate office in Oklahoma City gives at least two percent of its net profits to *local* charities.

Each September, we raise money for Children's Miracle Network Hospitals. This campaign has raised more than \$14 million over 17 years, helping 94 member hospitals across the country

RECEIVED  
DEC 21 2015  
BY: 

Clean Places, Friendly Faces. It's been a guiding principle at Love's for more than 50 years, and it's leading us into the future. We're passionate about serving drivers with clean, modern facilities stocked with plenty of fuel, food and supplies.

Love's has two primary kinds of stores. Our 'Country Stores' are fueling stations with a convenience store attached. The larger Love's Travel Stops are located on interstate highways and offer additional amenities such as food from restaurant chains such as Subway, Arby's and Carl's Jr., trucking supplies, showers and RV dump stations.

Love's has been at the forefront of the convenience store and travel center industry for half a century. We were among the first to offer self-serve gasoline and groceries at the same time. We led the way on fresh deli sandwiches, quick-service restaurants and gift and novelty items, too.

Love's is a family business, and the Love family is dedicated to treating others as one of their own. What makes Love's different is that the Love family is actively involved in the day-to-day operations of the company". This is a great fit for Laramie's hometown appetite for family and economic growth within our community.

We respectfully request your approval. Thank you again for your interest in helping us achieve our goal of rezoning this parcel to B-2. We appreciate your consideration and your recommendation of approval.

Regards,



Kristen Peterson

Representative for: Wyoming Central Land and Improvement Company

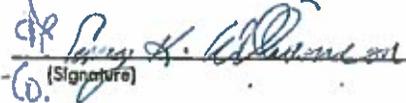
RECEIVED  
DEC 21 2015  
BY: 

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify that I am/we are the legal owner(s) of the property being considered under this application, and do hereby authorize the below applicant(s) and representative(s) to file and represent my/our interest in this application.

I am/we are the legal owner(s) of said property; have read this "Letter of Authorization" and know the contents thereof; and so hereby certify (or declare) under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD: (All owners of record must sign; provide extra sheets if necessary.)

<u>The Wyoming Central</u> (Print Name)	 (Signature)	<u>12/18/2015</u> (Date)
<u>Land &amp; Improvement Co.</u> (Print Name)	 (Signature)	 (Date)
<u>(See attachment)</u> (Print Name)	 (Signature)	 (Date)
<u>Board of County Commissioners</u> (Print Name)	 (Signature)	 <u>1-5-15</u> (Date)
 (Print Name)	 (Signature)	 (Date)

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to City staff and officials to enter the property to conduct inspections/site visits necessary for the review of the project.

APPLICANT (LLCs, Corporations and Partnerships shall identify an officer as the primary contact):

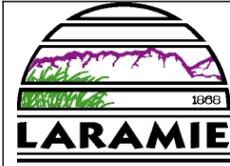
<u>Kristen Peterson</u> (Print Name)	<u>Kristen Peterson</u> (Signature)	<u>12/7/2015</u> (Date)
 (Print Name)	 (Signature)	 (Date)

APPLICANT'S REPRESENTATIVE:

<u>Kristen Peterson</u> (Print Name)	<u>Kristen Peterson</u> (Signature)	<u>12/7/2015</u> (Date)
---	--	----------------------------

The Community Development Director or his designee shall provisionally determine the completeness of an application at the time of submittal to the Community Development Department. A formal determination of completeness will be made no later than 21 calendar days after the submittal deadline (please see separate Application Submittal Schedule for deadlines). A determination of completeness shall not constitute a determination of compliance with substantive requirements of this development code.

## CITY OF LARAMIE COUNCIL REGULAR MEETING    April 5, 2016



### Agenda Item: Agreement - Intergovernment

#### **Title: Consideration of proposed cost-share with UW Jacoby Golf Course for the filling of detention ponds associated with the East Side Drainage Project.**

**Recommended Council MOTION:** To approve cost-sharing arrangement and adjustment of \$84,624 originally billed to UW Jacoby Golf Course stemming from the filling of detention ponds associated with the East Side Drainage Project, and authorize the Mayor and Clerk to sign.

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**Administrative or Policy Goal:** In keeping with the multi-agency agreements between the University of Wyoming and City of Laramie for 1) Irrigation at Jacoby Golf Course, and 2) Construction of the East Side Drainage Project, the Goal is to Reduce the Excess Billed to Jacoby Golf Course for Filling of Detention Ponds Associated with the East Side Drainage Project Through City Cost-Sharing.

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**Background:** In August of 2006 the University of Wyoming Jacoby Golf Course and the City of Laramie entered into a multi-agency Agreement for irrigation of Jacoby Golf Course. Prior to 2006 the City provided water at no-cost to Jacoby Golf Course. The City of Laramie entered into the 2006 agreement in support of preserving public access to the golf course and to enhance youth and community recreation opportunities for residents. In lieu of making an operational donation to Jacoby Golf Course, the City determined to allow a discount on irrigation water use up to 75 million gallons per calendar year; usage in excess of 75 million gallons is billed at the standard rate. Historically, the annualized average consumption at Jacoby Golf Course has been 60 million gallons to maintain the golf course greens and beautification.

In 2012, Jacoby incurred unusually high consumption due to filling the detention ponds associated with the East Side Drainage Project - also a multi-agency project between the University of Wyoming and City of Laramie. Originally, the Eastside Drainage project was a 50/50 project between the University of Wyoming and the City of Laramie. At the conclusion of the project the University of Wyoming share increased to approximately 70% of total project costs due to an overage on the project.

When the detention ponds were filled in 2012, the City of Laramie placed two temporary hydrant meters on site to assist with pond filling and, thereafter, water usage was billed according to the 2006 Agreement. The total billed was \$189,624 (\$105,000 for 75 million gallons irrigation water + \$84,624, consumption and hydrant meter fees, in additional water stemming from filling detention ponds). The University of Wyoming has agreed to pay the billed amount of 75 million gallons of consumption. **Staff recommend Council approve cost-sharing the remaining balance of \$84,624 caused by the filling of the detention ponds. The cost to fill the ponds effectively constituted an unanticipated,**

***final-phase expense of the East Side Drainage Project that was not anticipated by either the City or the University. Under this cost-sharing arrangement, Jacoby Golf Course would be responsible for approximately 15 million gallons of detention pond filling and the City would be responsible for approximately 15 million gallons of detention pond filling.***

The excess consumption stemming from filling the detention ponds also led to a conflict between agencies over the interpretation of language of the 2006 Agreement. In accordance with the billing rate structure change in 2010, Jacoby Golf Course billing converted to the irrigation class code, rather than the unified all-user rate that was in place at the time of the 2006 Agreement. Beginning in 2012 the University of Wyoming disputed the appropriateness of water usage at the Golf Course being billed within the irrigation class code and remitted payments at a lesser amount than the billed amount. The University has agreed to pay the outstanding \$111,399 in view of the City and University participating in cost-sharing for the filling of the detention ponds. The *Agreement with the University of Wyoming For Jacoby Golf Course Water* expires in August of 2016 and will be reviewed between the agencies for renewal with a new agreement expected to come to Council in May or June 2016.

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**Legal/Statutory Authority:** See attached Agreement with the University of Wyoming Regarding Jacoby Golf Course Water of August 2006.

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## **BUDGET/FISCAL INFORMATION:**

### **REVENUE**

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

Expenditures	Amount	Fund
Proposed Expenditure	\$84,624.00	Adjustment to Water Fund-Write-off Municipal bill
Current Budget		
Additional Amount Requested		
Total Proposed Budget	\$84,624.00	

### **Responsible Staff:**

City Manager, x5226; City Attorney, x5319; AS Director, x5223

Attachments: Agreement with the University of Wyoming Regarding Jacoby Golf Course Water of August 2006.

COUNCIL MEETING

CITY OF LARAMIE

DATE: August 15, 2006

TITLE: Agreement with the University of Wyoming Regarding Jacoby Golf Course Water

ITEM: Since July 18<sup>th</sup> staff has worked with the University of Wyoming to bring an agreement to City Council that addresses the inclusion of a water consumption charge of 12.5% of the standard water consumption charge in 2007 as well as delineation of the benefits received by the City distinctly outlined. From information previously provided by the University, the UW annual cost to operate and maintain the golf course is in excess of \$400,000. The current value of 75 million gallons of water is \$165,750.

The attached agreement reflects a water consumption charge which is 12.5% of the standard charge in 2007 and 25% of the standard charge starting in 2008 through the term of the agreement. The agreement states that from the effective date of the agreement, the University will not pursue the development of wells into the Casper aquifer for golf course irrigation purposes. In addition, from the effective date of the agreement, the University agrees that water usage in excess of 75 million gallons shall be billed at the standard water consumption rate. The agreement also states the University will utilize best practices related to rain detection controls and moisture sensors in the redevelopment of the golf course. The term of the agreement is ten years.

- OPTIONS:
1. Approve the Agreement with the University of Wyoming Regarding Jacoby Golf Course Water.
  2. Do not approve the Agreement with the University of Wyoming Regarding Jacoby Golf Course Water.
  3. Revise the Agreement with the University of Wyoming Regarding Jacoby Golf Course Water and approve.

RECOMMENDED COUNCIL ACTION: Staff recommends that Council approve the Agreement with the University of Wyoming Regarding Jacoby Golf Course Water and authorize the Mayor and City Clerk to sign.

STRATEGIC GOAL MET: N/A

BUDGET/FINANCIAL IMPACT: The agreement will result in increased revenue to the Water Fund effective January 1, 2007. Revenue will increase in 2008 with the rate increase to 25% of the standard rate. 2007 - \$20,629 @ 75m.l 2008 - \$41,258 @ 75m.l @ \$2.24/1000

CONTACT FOR ADDITIONAL INFORMATION: Terry Haugen, Public Works Director 721-5241

REVIEWED BY:

CA	<u>B. Tait 8-10-06</u>	PW	<u>TSH</u>	PD	_____	PLN	_____
FIRE	_____	ADM	_____	OCM	_____	ENG	_____
CM	<u>[Signature]</u>	OTHER	_____	Name / Title			

ATTACHMENTS: Agreement with the University of Wyoming Regarding Jacoby Golf Course Water & Memo from Phill Harris

**AGREEMENT BETWEEN THE  
CITY OF LARAMIE, WYOMING AND UNIVERSITY OF WYOMING  
REGARDING JACOBY GOLF COURSE WATER**

WHEREAS, the University of Wyoming owns and operates the Jacoby golf course;

WHEREAS, the City of Laramie receives the benefit of having a golf course in Laramie which is open to all members of the general public;

WHEREAS, the University has sole responsibility for construction and maintenance of the golf course;

WHEREAS, in exchange for the University providing a public amenity to the City at no cost, the City has agreed to City water services in order to assist the University in the maintenance of this public facility;

NOW THEREFORE, under the following terms and conditions shall apply to the provision of water to the

1. **Parties.** This Agreement is made and entered into this 15<sup>th</sup> day of August, 2006, by and between City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address is City Hall, 406 Ivinson Street, Laramie, Wyoming 82070 and University of Wyoming, a constitutionally created entity of the State of Wyoming (hereinafter referred to as "University"), whose address is Service Building, 1000 E. University, Dept. 3227, Laramie, WY 82071.
2. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which City shall provide and bill University for irrigation water for University's existing 18-hole Jacoby Golf Course (herein after referred to as "Golf Course") and the University's expanded 27-hole golf course (herein after referred to as "Expanded Golf Course").
3. **Term of Agreement.** This Agreement is effective from the date in Paragraph 1 of this Agreement for a period of ten (10) years, unless this Agreement is otherwise terminated pursuant to the termination provision contained within this Agreement. This Agreement shall supersede the Golf Course Water Agreement between City and University dated December 1, 1998.
4. **Property to be Served.** This Agreement concerns Golf Course and the Expanded Golf Course which is owned by University and located on real property described pursuant to Attachments A and B. The existing Golf Course is more particularly described in Attachment A, which is attached hereto and incorporated herein. The Expanded Golf Course is more particularly described in Attachment B which is attached hereto and incorporated herein. Further, this Agreement shall not extend to water provided for non-irrigation purposes to Golf Course and Expanded Golf Course or water provided to the Clubhouse on Golf Course or Expanded Golf Course.

**5. Responsibilities of City.**

**5.01.** City agrees to provide water to University for irrigation of Golf Course and Expanded Golf Course through its existing water distribution system in close proximity to Golf Course. Any required extension of the water mains to serve Expanded Golf Course is the responsibility of University.

**5.02.** Upon the effective date of this Agreement, City agrees to furnish up to seventy-five million gallons of water per year to University at no charge. Any consumption of water for the Golf Course above seventy-five million gallons per year shall be billed at the standard City water consumption charge rate.

**5.03** Effective January 1, 2007, City agrees to furnish up to seventy-five million gallons of water per year to University for 12 ½ % of the standard water consumption charge rate. Effective January 1, 2008, City agrees to furnish up to seventy-five million gallons of water per year to University for 25% of the standard water consumption charge rate. Any consumption of water for the Golf Course and the Expanded Golf Course above seventy-five million gallons per year shall be billed at the standard City water consumption charge rate. During the construction and grow-in phase of the Expanded Golf Course, University shall be permitted to allow its developer to use, at the 12 ½ % rate for 2007 and the 25% rate starting on January 1, 2008, any portion of the seventy-five million gallons per year which the University does not use. Once the seventy-five million gallons of water at the reduced rate have been fully utilized, developer shall be responsible for the cost of water at the standard City water consumption charge rate.

**5.04.** City shall meter the water furnished to Golf Course and the Expanded Golf Course and shall have full access to the meters at all times. City shall be responsible for reading the water meters providing the water to Golf Course and the Expanded Golf Course. The water consumption records shall be provided to University upon request. Commencing January 1, 2007, City shall annually bill University for the water consumed for the Golf Course and the Expanded Golf Course during the period of December 1 thru November 30 on or about November 30 at the rate in effect on November 30. Any increase in the standard City water consumption charge rate shall be applicable to the University's 12 ½ % rate and the 25% rate.

**6. Responsibilities of University.**

**6.01.** University shall be responsible for the repair and maintenance of all water lines beyond the water meter(s).

**6.02.** University agrees it will as soon as practically possible, repair, replace, remove or shut off any leaking part of the water system upon first knowledge of the leak or upon the notification of same by City Manager or designee.

**6.03.** University shall be responsible for payment of any Plant Investment Fees or Meter Fees associated with the extension of service to the Golf Course. University shall receive credit for the value of the existing water meters per the Plant Investment Fee schedule in effect at the time of the extension of additional service.

6.04. University shall abide by any water use restrictions imposed by City Manager. In the event City ceases to irrigate City parks, or restricts the use of water for irrigation of City parks, University shall cease to irrigate the Golf Course and Expanded Golf Course with City water, or restrict the use of City water for irrigation of Golf Course and Expanded Golf Course. In case of such event, University shall still be allowed to irrigate the tee boxes and greens on Golf Course and Expanded Golf Course with the approval of City Manager.

6.05. University agrees City does not make any promises or representations to University about the availability of water for irrigation purposes, the quality of the water, or water pressure available from time to time.

6.06 University agrees that for the term of this Agreement it will maintain and use Golf Course and Expanded Golf Course as a public golf course.

6.07. University agrees that it shall establish uniform user fees for Golf Course and Expanded Golf Course, driving range, and equipment for all persons using the course. The user fees may take into account the age or family status of the user. The fees shall not distinguish between persons who are in some manner associated with University and persons who are not, except that University may establish a separate user fee structure for University students and First Tee participants.

6.08. University, during the term of this Agreement, agrees not to pursue the development of wells to the Casper Aquifer for Golf Course and Expanded Golf Course irrigation purposes.

6.09. At the time University redevelops the existing Golf Course and Expanded Golf Course, University agrees to utilize best practices on the design / construction of rain detection controls including systems with moisture sensors.

## 7. General Provisions

7.01. Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

7.02. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District of Albany Judicial District and County, Wyoming.

7.03. Entirety of Agreement. This Agreement, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

AGREEMENT BETWEEN THE  
CITY OF LARAMIE, WYOMING AND UNIVERSITY OF WYOMING  
REGARDING JACOBY GOLF COURSE WATER

7.04. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

7.05. **Liaison and Notice.** City's and University's Designated Representatives.

7.05(i). City's designated representative is Terry Haugen, Public Works Director, PO Box C, Laramie, WY 82073: telephone number: (307) 721-5241 and facsimile: (307) 721-5248.

7.05(ii). University's representative is Phillip P. Harris, Vice President Administration, University of Wyoming, Dept 3982, 1000 East University Avenue, Laramie, WY 82071: telephone number: (307) 766 5766 and facsimile: (307) 766-3436.

7.06. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, and freight embargoes. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. 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.

7.07. **Termination.** This Agreement may be terminated, without cause, by either party upon one hundred eighty (180) day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

7.08. **Indemnification.** Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

7.09. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

7.10. **Assignment/Contract Not Used as Collateral.** University shall not 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 City.

7.11. **Sovereign Immunity.** City and University and their respective governing bodies do not waive their sovereign immunity by entering into this Agreement, and each fully

retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

**7.12. 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 parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

**7.13. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.

**7.14. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.

**7.15. Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and University through their duly authorized representatives has signed and executed this Agreement, the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

By: Jodie C. Guerin  
Jodie Guerin, Mayor and President of the  
City Council

Attest: Sue Morris-Jones  
Sue Morris-Jones, CMC  
City Clerk

City Attorney's Office  
approval as to form:

P. Trent  
Date: 08-10-06

**UNIVERSITY OF WYOMING:**

By: Phillip B. Harris  
Phillip B. Harris,  
Vice President, Administration

8/9/06  
Date

**APPROVED TO FORM:**

Susan C. Weidel  
Susan Weidel  
University Office of General Counsel

8-9-06  
Date

## CITY OF LARAMIE COUNCIL REGULAR MEETING    April 5, 2016



**Agenda Item: Original Ordinance - 2nd Reading**

**Title: Original Ordinance No. 1941: An Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation .**

### **Recommended Council MOTION:**

Move to approve Original Ordinance No. 1941 on second reading, in accordance with findings of fact and conclusions of law.

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### **Administrative or Policy Goal:**

“... this code should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law. All city or citizen initiated amendments must be adequately vetted through the public hearing processes identified in the code.” (Sec. 15.02.050, LMC)

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### **Background:**

This UDC amendment will address a longstanding concern with the methods by which the City has determined value for “paper” streets, alleys, and other rights-of-way. Currently, the UDC requires an appraisal of real-estate value for all rights-of-way proposed to be vacated – regardless of whether the right-of-way in question has ever actually been built and/or travelled by the general public.

Many of our right-of-way vacation requests are for thoroughfares that were never built in the past, do not exist now, and are not identified as needs in the future. Current code is set up so that the value of vacating a “real” street” – such as Lewis Street, let us say – is determined the same way as the value of an obscure right-of-way platted in the 19th Century, never constructed, and long forgotten since then.

The proposed amendment would set an effective value of zero for these “paper” streets and alleys. The logic is that a real-estate appraisal – especially commercial real-estate – is not a good instrument for determining value in such cases. A paper street is never a buildable tract of land on its own; its only value is for use as a right-of-way, utility easement, or similar specialized purpose. However, appraisers are obliged to value them on a per-square-foot basis, just as if they were ordinary building lots.

The proposed ordinance eliminates the appraisal requirement and would allow the City to convey these phantom rights-of-way for an effective value of zero. This is viewed as a win-win situation: One or more adjacent property owners gain useful property value, and the City eliminates a legal encumbrance that often does as much harm as good in terms of lost development opportunities and time-effort costs to staff and appointed or elected officials. The ordinance does provide for retention of utility easements in locations where current or future utility lines or facilities may be needed or desired.

Please note that this ordinance does not change appraisal requirements, nor the City’s ability to receive value (cash or other consideration) for streets and alleys that have actually been built and used as thoroughfares. The ordinance would also not provide a “free” option in cases where a street has not yet been built, but is shown as needed in future on adopted plans (e.g., the Major Street Plan). Those would still be appraised, and compensation could be required, as per current code and practice.

Staff recommended approval of the ordinance as drafted to Planning Commission, and continues to recommend approval of the ordinance by City Council.

The Planning Commission reviewed this item in conjunction with a public hearing on February 22, 2016, and recommended approval (5 yes, 1 no, 1 absent).

The Planning Commission staff report is included. No changes have been made to the staff report since Planning Commission review.

*Update for 2<sup>nd</sup> Reading:* Council considered this item on March 15, 2016, and voted (9 yes, 0 no, 0 absent) to approve on first reading.

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**Legal/Statutory Authority:**

- **Laramie Municipal Code: Title 15 (Unified Development Code)**
- **Wyoming State Statutes: Title 15, Chapter 4, Article 3: Property, Financial Affairs, Contracts, Streets, Subdivisions and Utilities**

**Responsible Staff:**

Randy Hunt, Community Development  
Director: 721-5288

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	April 5, 2016
Pub. Hearing Advertised	March 19, 2016
Introduction/1 <sup>st</sup> Reading	March 15, 2016
2 <sup>nd</sup> Reading	April 5, 2016
3 <sup>rd</sup> Reading	April 19, 2016

**Attachments:**

- Proposed Orig. Ord. No. 1941 [draft]
- Planning Commission Staff Report (Feb. 22, 2016)

ORIGINAL ORDINANCE NO.: 1941  
ENROLLED ORDINANCE NO.: \_\_\_\_\_

INTRODUCED BY: Shuster

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE TO PROVIDE FOR AN EFFECTIVE DETERMINATION OF VALUE FOR RIGHTS-OF-WAY PROPOSED FOR VACATION.

WHEREAS, on August 21, 2007, the City Council adopted the Laramie Comprehensive Plan which lists as one of its recommendations to create a unified development code that would combine the zoning and subdivision ordinances in into a single, unified document consisting of multiple parts or sections, including administrative procedures, zoning, subdivision regulations and improvement standards.

WHEREAS, on June 22, 2009 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of the Unified Development Code subject to modifications;

WHEREAS, on March 2, 2010 the City Council adopted the unified development code with an effective date of July 1, 2010.

WHEREAS, 15.02.050 of the Laramie Municipal Code (LMC) calls for the Unified Development Code to be amended from time to time so as to become or remain consistent with the Comprehensive Plan, and should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law.

WHEREAS, there exist certain rights-of-way and public access easements in the City that have been dedicated as such, but have never been built nor maintained at public expense for public-transportation purposes.

WHEREAS, certain of such rights-of-way and public access easements are not shown or identified as present or future necessary thoroughfares on any adopted or approved plan effective in the City of Laramie, nor shown or identified on any approved and active preliminary subdivision plat.

WHEREAS, it is the determination of the City Council that past, present or future construction or maintenance of such rights-of-way and public access easements are not determined necessary, and therefore they are unlikely to have any determinate fiscal value to the public as identified public thoroughfares.

WHEREAS, requiring compensation to the City in connection with vacation of such rights-of-way or public access easements would not be coherent with determination of value at or close to zero (0) to the public.

WHEREAS, on February 22, 2016, the Laramie Planning Commission affirmatively voted to

recommend to the Laramie City Council adoption of amendments to the Unified Development Code as shown in this ordinance;

WHEREAS, the Laramie City Council ~~shall hold~~ **held** a public hearing on April 5, 2016, to take and consider public comments;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

**Section 1.** That LMC 15.06.060.W.3.b [**Vacations, Public Ways: Procedures: Step 2**] be **amended** to read as follows:

**b. Step 2: Application Submission, Contents, and Fees**

Applicable pursuant to subsection 15.06.030.B.

The following additional information shall be included:

- (i) Written comments from the appropriate utilities and other public entities affected by the proposed vacation; and
- (ii) For proposed vacations that do not meet criteria for valuation at zero (0) in Sec. 15.06.060.W.4: A current appraisal of the fair market value of the land to be vacated, by a state certified and licensed appraiser, to be used in arriving at the determination of the value to be paid by the petitioner in compensation for the vacation of the properties.

**Section 2.** That LMC 15.06.060.W.3.e [**Vacations, Public Ways: Procedures: Step 5**] be **amended** to read as follows:

**a. Step 5: Action by Review and Decision-Making Bodies**

Applicable. The following additional procedures shall apply.

**(i) Planning Commission Public Hearing**

The planning commission shall hold a public hearing and make a recommendation to approve, approve with revisions, postpone, or deny the application.

**(ii) City Council Public Hearing**

The city council shall hold a public hearing and shall approve, approve with conditions, postpone, or deny the proposed public way vacation. Approval or approval with conditions shall be by adoption of an ordinance. The city council may require compensation for the land requested for vacation, provided that a valuation of greater than zero (0) has been determined by an appraisal that is required under Secs.

15.06.060.W.3 and 15.06.060.W.4. Upon approval of the ordinance, the mayor is authorized to convey the properties so vacated to the abutting property owners accordingly by quitclaim deed.

**Section 3.** That LMC 15.06.060.W.4 [**Vacations, Public Ways: Valuation of Existing Rights-of-Way and Public Access Easements**] be created to read as follows:

**4. Valuation of Existing Rights-of-Way and Public Access Easements**

- a. For purposes of vacation of rights-of-way and public access easements that meet all of criteria (i) through (iii), the valuation of the property is herein determined and declared to be zero (0), and no appraisal of value shall be required in connection with vacating said rights-of-way and public access easements:
- (i) The right-of-way or public access easement is not, and has not been during the thirty (30) year period preceding the vacation application, built or maintained as a public-access thoroughfare by the city or other public street-maintenance authority; and
  - (ii) The right-of-way or public access easement is not shown on any currently effective plan adopted or approved by the city or the state of Wyoming, and is not shown on any city-approved and active preliminary subdivision plat.
  - (iii) The vacation of such right-of-way or easement shall not result in lots with no frontage on a public street, highway or a marginal access street.
- b. Existing right-of-way and public access easements that do not meet all of criteria (i) through (iii) shall be required to provide an appraisal meeting the requirements of Sec. 15.06.060.W.3.b(ii) prior to city council consideration of a vacation request for same.
- c. Nothing in this section shall preclude the ability of the city to retain, at no additional compensation cost to any party, a public utility easement within the right-of-way or public access easement vacated according to the procedures herein.

**Section 4.** That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

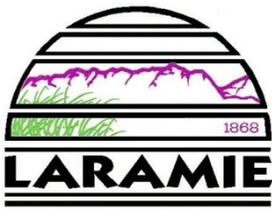
\_\_\_\_\_  
David A. Paulekas, Mayor and President of the  
City Council

Attest: \_\_\_\_\_  
Angie Johnson  
City Clerk

First Reading: March 15, 2016  
Public Hearing: April 5, 2016  
Second Reading: April 5, 2016  
Third Reading and Final Action: April 19, 2016

Duly published in the Laramie Boomerang this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

DRAFT



## City of Laramie

Community Development Department  
P.O. Box C  
Laramie, WY 82073

Code Administration: (307) 721-5271  
Engineering: (307) 721-5250  
Planning: (307) 721-5207  
Fax: (307) 721-5248

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### LARAMIE PLANNING COMMISSION FEBRUARY 22, 2016 STAFF REPORT

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**FILE:** TA-16-01: Providing for an Effective Determination of Value for Rights-of-Way Proposed for Vacation.

**REQUEST:** An amendment to Chapter 15.06 of the Unified Development Code to provide for an effective determination of value for rights-of-way proposed for vacation.

**APPLICANT:** City of Laramie

**PURPOSE:** To allow rights-of-way and public access easements that meet certain criteria to be assigned a value of zero (0), and thus to be vacated without requiring an appraisal or compensation

**PREPARED BY:** Randy Hunt, AICP, Community Development Director

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#### STAFF RECOMMENDATION:

Move to recommend that the City Council **approve** an amendment to Title 15 (Unified Development Code) of the Laramie Municipal Code as shown in Attachment A, to provide for an effective determination of zero value for certain rights-of-way proposed for vacation, provided such rights-of-way meet specified conditions as stated in UDC.

#### APPLICABLE CODE SECTION(S):

Text Amendments must be reviewed by the Planning Commission and City Council. Planning Commission action is forwarded to the City Council as a recommendation.

- Laramie Municipal Code Title 15, Unified Development Code
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan

#### BACKGROUND AND SUMMARY:

The present proposal is initiated by the City of Laramie as part of the continual effort to keep the Unified Development Code (UDC) in step with current practice, and as a reflection of information gleaned from experience with the UDC since its adoption in 2010.

### Vacations:

The issue in this case is the vacation process, and specifically the UDC's requirement that all vacation proposals be accompanied by an appraisal of value.

As the Commission is aware, "vacation" is the technical term for removing the public-use dedication element from a right-of-way or easement. In effect, that vacation procedure turns public land into ordinary real estate. (There are others types of vacations in land-use regulations, none of which happen to involve palm trees or drinks with little umbrellas – and none of which need concern us at the moment.)

This amendment removes the requirement to provide an appraisal in conjunction with certain vacation requests, provided the right-of-way or easement meets specific criteria. The appraisal requirements can cost applicants several thousands of dollars and can add months to a development process. Removal of this requirement will remove what is sometimes viewed as a potential barrier.

### Paper Streets and Alleys:

The City has publicly dedicated rights-of-way, and (less commonly) access easements, in all areas of town. Most of these are "real" streets or alleys, meaning that they are surfaced with some sort of durable material and are travelled by the general public. However, some areas – especially older sections of the City – have rights-of-way that were created at some point by a written, recorded legal instrument (e.g., subdivision plat), but never built or improved. Many refer to these as "paper" streets or alleys, for obvious reasons – they exist literally on a piece of paper, not on the ground.

Many such paper rights-of-way fall into the "it seemed like a good idea at the time..." category. That is, a plat or similar instrument may have been approved with one or more rights-of-way in logical places to provide access to the platted lots. Subsequently, the lots may have been developed with completely different road networks. (As odd as that seems now, it was common practice in Laramie as recently as the early 2000s.)

The results of this *laissez-faire* approach to land development left us with paper streets that have no corresponding existence on the ground. Many have parking lots, fences, and even buildings constructed across them, making it unlikely that they will ever be improved. Often, even in cases where they are open and unobstructed, paper streets or alleys are not needed today, as nearby streets provide equal or better accessibility.

Public streets and alleys belong to the public, whether built or not. As the City has come to realize, letting private parties build across public property can be a pretty bad idea. In recent years, vacating a phantom right-of-way has been required before land can be developed around and within it. A significant number of these paper rights-of-way streets have emerged as barriers to development.

### History:

Although Wyoming state law has provided for vacation for many years, our municipal code before UDC did not give much guidance on how to deal with paper streets and alleys. In particular, it was unclear under what circumstances the City would charge adjacent owner(s) for, in effect, buying the

real estate in a street or alley. It has also been unclear how to evaluate the property in such cases. A real-estate appraisal is the traditional method for assigning property value; but oftentimes, it appears appraisals were not done, whether or not money exchanged hands between City and buyer.

The UDC attempted to remedy this ambiguity, with partial success. UDC (§15.06.060.W – Vacations, Public Ways) tried to fix the problem by requiring all vacation requests to include an appraisal, supplied by the applicant, which City Council could then use to determine whether and how much to charge for the property. This was partially successful because it at least included a standard way to determine value.

However, appraisals themselves have not been well accepted by either the buyer or the seller when it comes to streets. Appraisals do not always seem to effectively capture value for long, narrow slivers of land, sometimes with buildings or other improvements across them.

City Council and City staff held a work session on this topic approximately two years ago. At that time, among other ideas on how to fix the problem, it was suggested that rights-of-way meeting certain criteria need not be required to sell for cash value. Two criteria for a possible no-charge sale were: (a) the right-of-way had never been built or maintained with public funds; and (b) it was not shown as a needed link in the street network on any City-adopted plans or plats.

This leads us to recent months. Several vacation requests have been filed over the past year or two, and some already approved, for paper streets or alleys. Approaches to valuation and payment have varied. Some have been more difficult than others, but none have been simple.

#### Canaries and Coal Mines:

As the Commission has heard from staff before, repeated requests for similar actions – especially including actions that never seem to have clear, uniform solutions – are our “canaries in the coal mine.” When the same sort of problem with the UDC keeps cropping up, perhaps the UDC is the problem, rather than the requests.

UDC trouble is not always the reason, by any means. Sometimes canaries die because they are sick for other reasons, and would keel over just as fast if they were in a birdie paradise instead of a coal mine. And sometimes proposals run into trouble because the UDC is promoting an inconvenient but necessary public good. All the same, symptoms are important and should be diagnosed.

#### Staff Recommendation:

Staff’s judgment, and recommendation to the Commission, is that appraising and charging for a paper right-of-way that’s determined unnecessary for transportation purposes – past, present, and future – is often not in any party’s best interest.

The “past, present, and future” test is vital here. If a right-of-way through or next to a property has lain quietly unnoticed for years or decades with no members of the public driving, riding or walking over it, it’s harder to say that it serves a valued or valuable purpose. Sometimes even a quietly unnoticed right-of-way may be identifiably useful in the future. If so, it ought to be shown on an active plan or plat of the City.

If a right-of-way hasn't been used, has no present-day purpose, and isn't shown as needed in the future, that likely means one of two things: (a) the public has no need to hang onto it; or (b) our plans and our planning aren't as good as they ought to be. Hopefully, the answer is never going to be (b).

It is staff's proposal that UDC §15.06.060.W be amended such that paper rights-of-way meeting the "no past, present, and future" test be relinquished for zero compensation to the City. This also eliminates the need for an appraisal.

Postscript, re Streets That Are Really There:

It should be noted that this amendment has no effect on rights-of-way that are already built and are in public use. Vacating part or all of a "regular" City street or alley and conveying it to an adjacent owner is almost inevitably removing something from the public that has real, definable value. Doing so should not happen without some identified compensatory consideration. Staff is not proposing to change that with this amendment.

**PUBLIC COMMENTS:**

This amendment was legally advertised in the *Laramie Boomerang* on February 6, 2016. Staff has received no comments regarding this proposed amendment to the UDC.

**FINDINGS OF FACT:**

The amendment is found to be in accordance with substantive and procedural requirements and necessities in City of Laramie code and best planning practice.

**CONCLUSIONS OF LAW:**

The amendment is proceeding in accordance with applicable law, including LMC Title 15 and W.S. 15-5-600 *et seq.*

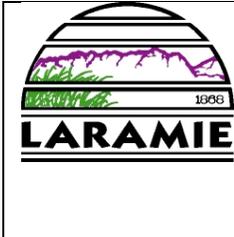
**RECOMMENDED MOTION:**

Move to recommend that the City Council **approve** an amendment to Title 15 (Unified Development Code) of the Laramie Municipal Code as shown in Attachment A, to provide for an effective determination of zero value for certain rights-of-way proposed for vacation, provided such rights-of-way meet specified conditions as stated in UDC.

**ATTACHMENT:**

Proposed Amendment to Subsection 15.06.060.W (Attachment A)

## CITY OF LARAMIE COUNCIL REGULAR MEETING    April 5, 2016



### Agenda Item: Original Ordinance - 2nd Reading

**Title: Original Ordinance No. 1942 amending Title 15 of Laramie Municipal Code for the purposes of allowing “Hotels and motels” as a Permitted Use in the C2 District, allowing “Light industrial” as a Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.**

### Recommended Council MOTION:

Move to approve Original Ordinance No. 1942 on second reading, in accordance with findings of fact and conclusions of law; and note a public hearing was held on April 5, 2016.

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### Administrative or Policy Goal:

“... this code should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law. All city or citizen initiated amendments must be adequately vetted through the public hearing processes identified in the code.” (Sec. 15.02.050, LMC)

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### Background:

The present amendment is initiated by the City of Laramie as part of the continual effort to keep the Unified Development Code (UDC) accurate, correct concerns, and remove potential avenues of confusion. The proposed amendments identify uses that were inadvertently omitted from the recent Use Table amendments (“Hotels and motels” and “Light industrial”) and resolve several incorrect cross-references regarding applicability with development standards.

Staff recommended approval of the ordinance as drafted to Planning Commission, and continues to recommend approval of the ordinance by City Council.

The Planning Commission reviewed this item in conjunction with a public hearing on February 22, 2016, and recommended approval (6 yes, 0 no, 1 absent).

The City Council unanimously approved this Ordinance at first reading on March 15, 2016. (9 yes, 0 no).

The Planning Commission staff report is included. No changes have been made to the staff report since Planning Commission review. Copies of all relevant ordinances mentioned in the Planning Commission staff report are available online at [www.cityoflaramie.org/ordinances](http://www.cityoflaramie.org/ordinances).

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### Legal/Statutory Authority:

- Laramie Municipal Code: Title 15 (Unified Development Code)
- Wyoming State Statutes: Title 15, Chapter 4, Article 3: Property, Financial Affairs, Contracts, Streets, Subdivisions and Utilities

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**Responsible Staff:**

Randy Hunt, AICP, Community  
Development Director: 721-5288

Charles Bloom, AICP, Principal Planner

**Attachments:**

- Proposed Ordinance
- Planning Commission Staff Report (Feb. 22, 2016)

Future dates are subject to change

Work Session	N/A
Advertised	N/A
Public Hearing (PH) Held	April 5, 2016
PH Advertised	March 19, 2016
Introduction/1 <sup>st</sup> Reading	March 15, 2016
2 <sup>nd</sup> Reading	April 5, 2016
3 <sup>rd</sup> Reading	April 19, 2016

ORIGINAL ORDINANCE NO.: 1942  
ENROLLED ORDINANCE NO.: \_\_\_\_\_

INTRODUCED BY:

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF ALLOWING “HOTELS AND MOTELS” AS A PERMITTED USE IN THE C2 DISTRICT, ALLOWING “LIGHT INDUSTRIAL” AS A PERMITTED USE IN THE I2 DISTRICT AND CORRECTING TYPOGRAPHICAL ERRORS IN LMC 15.10.010 AND 15.14.010.B.

WHEREAS, on August 21, 2007, the City Council adopted the Laramie Comprehensive Plan which lists as one of its recommendations to create a unified development code that would combine the zoning and subdivision ordinances in into a single, unified document consisting of multiple parts or sections, including administrative procedures, zoning, subdivision regulations and improvement standards;

WHEREAS, on June 22, 2009 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of the Unified Development Code subject to modifications;

WHEREAS, on March 2, 2010, the City Council adopted the Unified Development Code with an effective date of July 1, 2010;

WHEREAS, 15.02.050 of the Laramie Municipal Code (LMC) calls for the Unified Development Code to be amended from time to time so as to become or remain consistent with the Comprehensive Plan, and should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law;

WHEREAS, on February 22, 2016 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of amendments to the Unified Development Code as shown in this ordinance;

WHEREAS, on December 7, 2014, the City Council Approved Enrolled Ordinance 1671 amending Chapter 15.06 (Procedures), Chapter 15.14 (Development Standards), Chapter 15.18 (Improvements), renaming the Design Review Process to Site Plan Review Process, and correcting typographical errors within Title 15;

WHEREAS, on October 6, 2015 the City Council approved Enrolled Ordinance No. 1690 amending the Use Table (Table 15.10-1);

WHEREAS, typographical errors consisting of incorrect cross-references have been found in LMC 15.10.010 and LMC 15.14.010.B and need correction; and

WHEREAS, the Laramie City Council held a public hearing on April 5, 2016 to take and consider public comments;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

**Section 1.** That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the C2 District: “Hotels and motels”;

**Section 2.** That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the I2 District: “Light industrial”;

**Section 3.** That LMC 15.10.010 be **amended** to read as follows: “LMC 15.10.000.E identifies separate Use Categories within Table 15.10-1. Each “Use Category” of Table 15.10-1 is hereby categorized into Use Levels as shown in Table ~~15.10-2~~**15.14-1**, Use Levels. Change of Use outside of the existing Use Level requires conformance with the development standards of this chapter as indicated in **LMC 15.14.010.B.4** ~~subsections a. and b. below.~~”;

**Section 4.** That LMC Table 15.14-1 shown in LMC 15.10.010 shall be **renamed** to “Table 15.10-2”;

**Section 5.** That LMC 15.14.010.B.4.a be **amended** to read as follows: “Change of Use within each use level as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall not require mandatory compliance with the development standards of chapter 15.14 this code. For example, a change of use from a Financial Institution (Level 6 - Financial Service) to a Clothing Store (Level 6 –Retail) shall not require compliance with the development standards of chapter 15.14 this code.”;

**Section 6.** That LMC 15.14.010.B.4.b be **amended** to read as follows: “Change of Use between adjacent levels as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Restaurant (Level 7 – Food and Beverage Services) shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages –internal landscaping, and site perimeter landscaping not adjacent to rights-of-way shall not be required.”;

**Section 7.** That LMC 15.14.010.B.4.c be **amended** to read as follows: “Change of Use differing by 2 or more levels as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall require full compliance with the development standards of this code. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Wholesale Business (Level 8 - Wholesale Business) shall require full compliance with the development standards of this chapter, including but not limited to parking, landscaping, and screening.”; and

**Section 8.** That this ordinance shall become effective after its passage, approval and its publication.

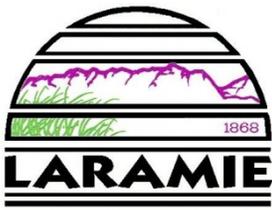
Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
David A. Paulekas, Mayor and President of the  
City Council

Attest: \_\_\_\_\_  
Angie Johnson  
City Clerk

First Reading: March 15, 2016  
Public Hearing: April 5, 2016  
Second Reading: April 5, 2016  
Third Reading and Final Action: April 19, 2016

Duly published in the Laramie Boomerang this \_\_\_\_\_ day of \_\_\_\_\_, 2016.



## City of Laramie

Community Development Department  
P.O. Box C  
Laramie, WY 82073

Code Administration: (307) 721-5271  
Engineering: (307) 721-5250  
Planning: (307) 721-5207  
Fax: (307) 721-5248

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### LARAMIE PLANNING COMMISSION FEBRUARY 22, 2016 STAFF REPORT

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**FILE:** TA-16-02 Amending the Use Table and Correcting Typographical Errors

**REQUEST:** An amendment to Chapters 15.10 and 15.14 of the Unified Development Code allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B

**APPLICANT:** City of Laramie

**PURPOSE:** To allow "Hotels and Motels" as Permitted Uses in the C2 District, allow "Light industrial" as Permitted Uses in the I2 District and correct incorrect cross-references within the Unified Development Code.

**PREPARED BY:** Charles W. Bloom, AICP, Principal Planner

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#### RECOMMENDED MOTION:

Move to recommend that the City Council **approve** amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B as recommended by staff.

#### APPLICABLE CODE SECTION(S):

Text Amendments must be reviewed by the Planning Commission and City Council. Planning Commission action is forwarded to the City Council as a recommendation.

- Laramie Municipal Code Title 15, Unified Development Code
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan

#### BACKGROUND AND SUMMARY:

The present amendment is initiated by the City of Laramie as part of the continual effort to keep the Unified Development Code (UDC) accurate, correct concerns, and remove potential avenues of confusion. The proposed amendments identify a use that was inadvertently omitted from the recent Use Table amendments and resolve several incorrect cross-references regarding applicability with development standards. Copies of all relevant ordinances mentioned in this staff report are available online at [www.cityoflaramie.org/ordinances](http://www.cityoflaramie.org/ordinances).

### Typographical Errors

On December 7, 2014, the City Council Approved Enrolled Original Ordinance No. 1904 ([Enrolled Ordinance No. 1671](#)). This amendment package was quite large, consisting of 14 specific line item amendments and five attachments, all of which targeted multiple sections of Code. These proposed amendments addressed issues identified in Attachments B and C of the Ordinance. Attachments B and C were specifically drafted to complement a new Site Plan Review process and to define when specific development requirements were applicable in conjunction with development that resulted in a change of use (e.g., clothing store to a restaurant).

During early staff drafts of the Ordinance “Use Levels” table presently found in LMC 15.10.010 was proposed to be in LMC Chapter 15.14. Prior to Planning Commission recommendation and subsequent City Council adoption, City staff and the Laramie Economic Development Corporation’s UDC subcommittee determined it would be better to relocate the “Use Levels” table to its present location in LMC 15.10.010. The table was successfully relocated, however corrections to the prior references were inadvertently not made.

The proposed amendments in this document correct the incorrect cross-references and will not alter or change current City procedures or policies related to development requirements in conjunction with development.

### Hotels, Motels, and Light Industrial

On October 6, 2015 the City Council approved Original Ordinance No. 1927 ([Enrolled Ordinance No. 1690](#)) amending the Use Table (Table 15.10-1). A major component of the Use Table amendments was to allow more uses to expand the uses in various zone districts. In the C2 (Commercial) District the intent was to allow more retail, restaurant and complementing uses as Permitted Uses in the district.

During meetings regarding the Use Table amendments, a rezoning request to C2 Commercial was also under consideration. During one of the readings of Original Ordinance 1927 a City Council member pointed out that the proposed amendments continued to require “Hotels and motels” obtain Conditional Use Permit approval in the C2 District. Staff indicated that this should be changed and that they would bring a revision allowing “Hotels and motels” as a Permitted Use within the C2 District forward with upcoming revisions. This amendment proposes to allow “Hotels and motels” as Permitted Uses in the C2 District.

Staff also evaluated the remainder of the Use Table and identified a perceived omission in the 2015 amendment package which required “Light industrial” uses be subject to Conditional Use Permit approval in the I2 (Industrial) District. The “Light industrial” use is a Permitted Use in the less intense I1 (Limited Industrial) District and subject to Conditional Use Permit approval in the C2 District. LMC Chapter 15.28 defines "Light industrial" uses as “manufacturing, processing, storage transportation, construction, repair and wholesale uses including but not limited to: general building contractors; special trade contractor; food products including liquor distributors except meat products; textiles and apparel; lumber and wood products; furniture and fixtures; paper products except mills; printing and publishing; drugs; leather and leather products except tanning and finishing; fabricated metal; and office and computing machines.” The “Light industrial” use is very similar to the “Light Manufacturing

or Processing” use that is a Permitted Use in the I2 District. This amendment proposes to allow “Light industrial” as a Permitted Use in the I2 District.

**PUBLIC COMMENTS:**

This amendment was legally advertised in the Laramie Boomerang on February 6, 2016. Staff has received no comments regarding this proposed amendment to the UDC.

**FINDINGS OF FACT:**

The amendment is found to be in accordance with substantive and procedural requirements and necessities in City of Laramie code and best planning practice.

**CONCLUSIONS OF LAW:**

The amendment is proceeding in accordance with applicable law, including LMC Title 15.

**STAFF RECOMMENDATION:**

Move to recommend that the City Council **approve** amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of allowing “Hotels and Motels” as a Permitted Use in the C2 District, allowing “Light industrial” as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B as shown in Attachment A.

**ATTACHMENTS:**

1. Proposed Ordinance

ORIGINAL ORDINANCE NO.: \_\_\_\_\_  
ENROLLED ORDINANCE NO.: \_\_\_\_\_

INTRODUCED BY:

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF ALLOWING “HOTELS AND MOTELS” AS A PERMITTED USE IN THE C2 DISTRICT, ALLOWING “LIGHT INDUSTRIAL” AS PERMITTED USE IN THE I2 DISTRICT AND CORRECTING TYPOGRAPHICAL ERRORS IN LMC 15.10.010 AND 15.14.010.B.

WHEREAS, on August 21, 2007, the City Council adopted the Laramie Comprehensive Plan which lists as one of its recommendations to create a unified development code that would combine the zoning and subdivision ordinances in into a single, unified document consisting of multiple parts or sections, including administrative procedures, zoning, subdivision regulations and improvement standards;

WHEREAS, on June 22, 2009 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of the Unified Development Code subject to modifications;

WHEREAS, on March 2, 2010, the City Council adopted the Unified Development Code with an effective date of July 1, 2010;

WHEREAS, 15.02.050 of the Laramie Municipal Code (LMC) calls for the Unified Development Code to be amended from time to time so as to become or remain consistent with the Comprehensive Plan, and should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law;

WHEREAS, on \_\_\_\_\_, the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of amendments to the Unified Development Code as shown in this ordinance;

WHEREAS, on December 7, 2014, the City Council Approved Enrolled Ordinance 1671 amending Chapter 15.06 (Procedures), Chapter 15.14 (Development Standards), Chapter 15.18 (Improvements), renaming the Design Review Process to Site Plan Review Process, and correcting typographical errors within Title 15;

WHEREAS, on October 6, 2015 the City Council approved Enrolled Ordinance No. 1690 amending the Use Table (Table 15.10-1);

WHEREAS, typographical errors consisting of incorrect cross-references have been found in LMC 15.10.010 and LMC 15.14.010.B and need correction; and

WHEREAS, the Laramie City Council held a public hearing on \_\_\_\_\_ to take and consider public comments;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

**Section 1.** That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the C2 District: “Hotels and motels”;

**Section 2.** That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the I2 District: “Light industrial”;

**Section 3.** That LMC 15.10.010 be **amended** to read as follows: “LMC 15.10.000.E identifies separate Use Categories within Table 15.10-1. Each “Use Category” of Table 15.10-1 is hereby categorized into Use Levels as shown in Table ~~15.10-2~~**15.14-1**, Use Levels. Change of Use outside of the existing Use Level requires conformance with the development standards of this chapter as indicated in **LMC 15.14.010.B.4** ~~subsections a. and b. below.~~”;

**Section 4.** That LMC Table 15.14-1 shown in LMC 15.10.010 shall be **renamed** to “Table 15.10-2”;

**Section 5.** That LMC 15.14.010.B.4.a be **amended** to read as follows: “Change of Use within each use level as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall not require mandatory compliance with the development standards of chapter 15.14 this code. For example, a change of use from a Financial Institution (Level 6 - Financial Service) to a Clothing Store (Level 6 –Retail) shall not require compliance with the development standards of chapter 15.14 this code.”;

**Section 6.** That LMC 15.14.010.B.4.b be **amended** to read as follows: “Change of Use between adjacent levels as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Restaurant (Level 7 – Food and Beverage Services) shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages –internal landscaping, and site perimeter landscaping not adjacent to rights-of-way shall not be required.”;

**Section 7.** That LMC 15.14.010.B.4.c be **amended** to read as follows: “Change of Use differing by 2 or more levels as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall require full compliance with the development standards of this code. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Wholesale Business (Level 8 - Wholesale Business) shall require full compliance with the development standards of this chapter, including but not limited to parking, landscaping, and screening.”; and

**Section 8.** That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

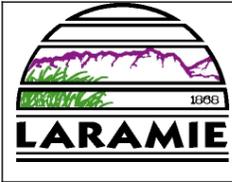
\_\_\_\_\_  
David A. Paulekas, Mayor and President of the  
City Council

Attest: \_\_\_\_\_  
Angie Johnson  
City Clerk

First Reading: March 15, 2016  
Public Hearing: April 4, 2016  
Second Reading: April 4, 2016  
Third Reading and Final Action: April 18, 2016

Duly published in the Laramie Boomerang this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF LARAMIE COUNCIL REGULAR MEETING      April 5, 2016**



**Agenda Item: Resolution**

**Title: Consideration of Resolution Adopting City Goals for 2016 - 2017**

**Recommended Council MOTION:**

Move to APPROVE the Resolution 2016 - Adopting City Goals for 2016 – 2017, and Authorize the Mayor and Clerk to sign.

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**Administrative or Policy Goal:**

Strategic, Coordinated Planning Between Elected Officials, Management & Staff

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**Background:**

On January 22 - 23 City Council considered policy objectives and goals for the community for the coming biennium. Thereafter, Councilors were asked to review the goals identified at the retreat and to share with Staff any ideas or strategies for achieving those goals. The resolution formalizes Council's objectives.

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**Staff Contact:**

Janine Jordan, x5226  
Dave Derragon, x5304

\_\_\_\_\_City Manager    \_\_\_\_\_City Attorney

**RESOLUTION 2016 -**

**A RESOLUTION ADOPTING GOALS AND OBJECTIVES FOR THE CITY OF LARAMIE,  
WYOMING FOR 2016 AND 2017**

*Whereas*, on January 22 - 23, 2016 the Governing Body received a report on the State of the City and reviewed the progress made on the goals established for the prior year; and,

*Whereas*, the establishment of goals and objectives by the Governing Body promotes the overall efficiency and effectiveness of City services, and facilitates community building for current and future generations.

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

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

**Section 2.** That the goals of the City of Laramie for 2016 and 2017 are hereby declared to be:

<b>CITY OF LARAMIE GOALS 2016-2017, Developed at the City Council Retreat January 22-23, 2016</b>	
a.	Implement a traffic safety strategy for access to and from the new high school, inclusive of Garfield Street, 30th Street, and Bill Nye Avenue
b.	Adopt Revision(s) to L.M.C. for general on-street parking, trailer/RV parking, city-initiated towing, and Residential Permit Parking Districts, as Council determine necessary
c.	Prepare and present for Council consideration a Neighborhood Services Program concept
d.	Within two years, complete evaluation report and update of the Comprehensive Plan
e.	Review zoning in relation to the Unified Development Code
f.	Adopt Revitalization Plan for west Laramie
g.	Investigate creation of Urban Renewal Agency as authorized by State law
h.	Develop standards for in-fill and growth area development
i.	Investigate all options for protecting groundwater, including cooperation with County and State
j.	Construct & finance consolidated public works service center
k.	Adopt strategy for increasing sales tax
l.	Establish financial strategy for long-term community stability
m.	Pursue economic development at Cirrus Sky Technology Park and throughout the community
n.	Develop Paving Section Criteria for Currently Unimproved Streets in the Community
o.	Strengthen relationships with other community partner agencies: Albany County School District, Wyoming Technical Institute, Laramie County Community College, University of Wyoming, Laramie Chamber Business Alliance, Wyoming Technology Business Center, Iverson Memorial Hospital
p.	Preserve park land, open space, and public trails for future generations
q.	Support public transportation options, including paratransit

r.	Continue public relations outreach to engage residents in municipal government
s.	Designate 3rd Street from I-80 to Curtis Street as a critical beautification and walkability corridor for the community and pursue enhancements
t.	Investigate Laramie becoming a Zero-Waste and /or STAR community
	

PASSED, APPROVED, AND ADOPTED THIS 5<sup>th</sup> day of April, 2016.

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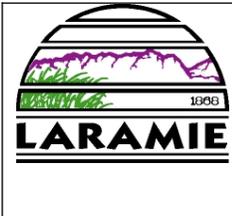
David A. Paulekas  
MAYOR AND PRESIDENT OF COUNCIL

ATTEST:

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Angie Johnson  
CITY CLERK

**CITY OF LARAMIE COUNCIL REGULAR MEETING      April 5, 2016**



**Agenda Item: Original Ordinance - 3rd Reading**

**Title: Original Ordinance No. 1930 Approving the nonexclusive Franchise Agreement for Cable TV Services Between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC Locally Known as Charter Communications**

**Recommended Council MOTION:**

I move to reconsider third and final reading of Original Ordinance No. 1930 (Councilor Summerville)

*If reconsidered then:*

I move to approve on third and final reading Original Ordinance No. 1930 approving the nonexclusive Franchise Agreement for Cable TV Services between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC locally known as Charter Communications and authorize the Mayor and City Clerk to sign.

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**Administrative or Policy Goal:**

Continuation of Cable TV Services in the community

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**Background:**

***Updated information (4-5-16):***

Following the discussion and defeat of Ordinance No. 1930 on March 15, 2016, Charter officials offered the language for Section 3.2 of the ordinance related to an Annual Review process. The language proposed reads as follows:

**Charter language:**

*Annual Review. It is the intent of the Grantor to have a successful relationship with the Grantee. Grantee agrees that Grantor may, on an annual basis after the Effective Date, request a meeting with Grantee at a location designated by Grantor within the City to discuss performance of the Grantee and, as appropriate, resolution of any service issues of concern. Grantor will provide no less than 60 days advance notice of the meeting to the appropriate local representative of the Grantee and the representative listed in the Franchise Agreement. Discussion topics will be identified prior to the meeting and discussion limited to the items listed in the notice. Grantor and Grantee agree to seek efficient and amicable resolution of identified service issues. This annual review will occur upon notice given consistent with this section, for the first three years after the Effective date of this Franchise.*

**City proposed language:**

*Annual Review. It is the intent of the Grantor to have a successful relationship with the Grantee. To that end, the Grantor may annually request to the Grantee, a meeting be held at the Grantor's location to discuss performance of the Grantee and appropriate resolution of any service issues of concern brought to the attention of both the Grantor and Grantee. Notice of the meeting will be provided to the Grantee no less than sixty days prior to the date of the meeting to the contact listed in the Franchise Agreement. The meeting topics will be outlined to the*

Grantee in that notice. It will be the intent of the parties to work toward amicable resolutions of the noted service issues in an expedient manner.

The language proposed by Charter is similar to the initial language desired by the Council. The Council may desire to consider an annual meeting each year. Also, Council may desire to postpone following reconsideration to April 19, 2016 to allow adequate notice for public comment.

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**Legal/Statutory Authority:**

WY Statute authorizes a city to enter into franchise agreements

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**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$275,000.00	Annual estimated Franchise Fees (FY2016 budget)
Grants for Projects		
Loans on Project		
Other		
Total	\$275,000.00	

**Responsible Staff:**

David M Derragon 721-5304

Future dates are subject to change

Public Forum	September 16, 2015
Public Hearing (PH) Held	November 10, 2015
PH Advertised	November 8, 2015
Introduction/1 <sup>st</sup> Reading	November 3, 2015
2 <sup>nd</sup> Reading	January 5, 2016
3 <sup>rd</sup> Reading	January 19, 2016

Attachments: Ordinance

ORIGINAL ORDINANCE NO. 1930  
ENROLLED ORDINANCE NO. \_\_\_\_\_

INTRODUCED BY: Shuster

**AN ORDINANCE APPROVING THE FRANCHISE AGREEMENT FOR CABLE TV SERVICES BETWEEN THE CITY OF LARAMIE, ALBANY COUNTY, WYOMING AND BRESNAN COMMUNICATIONS, LLC LOCALLY KNOWN AS CHARTER COMMUNICATIONS**

**FRANCHISE AGREEMENT**

This Franchise Agreement ("Franchise") is between the City of Laramie, Wyoming, hereinafter referred to as the "Grantor" and Bresnan Communications, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

*NOW, THEREFORE, the Franchise Authority and Grantee agree as follows:*

**SECTION 1**  
**Definition of Terms**

- 11 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.
- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act
  - B. "Board/Council" shall mean the governing body of the Grantor.

- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- F. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- I. "State" shall mean the State of Wyoming.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

**21 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable

System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 **Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ~~ten (10)~~ **five (5) years**, commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 **Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public , to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 **Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

### **SECTION 3** **Franchise Renewal**

3.1 **Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

3.2 **Annual Review.**

### **SECTION 4** **Indemnification and Insurance**

4.1 **Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor , its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability

shall indemnify and hold Grantor , its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the

Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantee determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

**4.2 Insurance.**

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5**  
**Service Obligations**

**51 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

- 5.2 **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

- 6.1 **Service Area.** The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access and with permission to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- 6.2 **New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.
- 6.3 **Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates, Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days `written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise *fees* on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall

not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## SECTION 7

### Construction and Technical Standards

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable codes adopted by the governing body of the City of Laramie.

**7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

**7.5 Performance Monitoring.** Grantee shall test the Cable System consistent with the FCC regulations.

## SECTION 8

### Conditions on Street Occupancy

**81 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

**82 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee will not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the of the Cable system in the service area provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

**8.7 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.8 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.9 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.10 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.11 Emergency Use.** If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.1 of this Franchise.

**SECTION 10**  
**Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to (Five) percent (5 %) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall *be* made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

**SECTION 11**  
**Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the

Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

**SECTION 12**  
**Records, Reports and Maps**

**12.1 Reports Required.** The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and

reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

## **12.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

**12.3 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any hooks, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

## **SECTION 13**

### **Public Education and Government (PEG) Access**

**13.1 PEG Access.** Grantee shall provide one channel on the Cable System for use by the Grantor non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to Subscribers.

**13.2 Service to Government Buildings.** Subject to applicable law, Grantee will provide on a voluntary basis one outlet of Basic Service and one converter box to the following City facilities and public schools at the following locations attached to Exhibit "A".

**SECTION 14**  
**Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set

forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

## SECTION 15 Miscellaneous Provisions

**15.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.2 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.3 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely

manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.4 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

**15.5 Notices.** Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

**Grantor:** City of Laramie  
City Manager's Office  
PO Box C  
Laramie, WY 82073  
Email: [PublicAccessTV@cityoflaramie.org](mailto:PublicAccessTV@cityoflaramie.org)

**Grantee:** Bresnan Communications, LLC  
VP, GM KMA  
1860 Monad Road  
Billings, MT 59102

**Copy to:** Charter Communications  
Attn: Vice President of Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

**15.6 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or

exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**15.61** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

**15.7 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.8 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.9 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

**15.10 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise after passage, approval and publication of the ordinance as required by law. This Franchise shall expire on November 30, ~~2025~~ 2020, unless extended in accordance with Section 2.2 of the Franchise or by the mutual of the parties. If any *fee* or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**[Grantor] Signature:** \_\_\_\_\_

David A. Paulekas  
Mayor and President of the City Council

Attest:

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

Angie Johnson  
City Clerk

First Reading: November 3, 2015  
Public Hearing: November 10, 2015  
Second Reading: January 5, 2016  
Third Reading: January 19, 2016

Publication:

Accepted this      day of \_\_\_\_\_, 20 \_\_\_\_\_, subject to applicable federal,  
State and local law.

**Bresnan Communications, LLC 1/k/a Charter  
Communications**

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

**Name/Title:** \_\_\_\_\_

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

**Exhibit "A"**

**City Hall**  
406 Ivinson Street  
Laramie, WY 82073

**Laramie Fire Department**  
209 S. 4<sup>th</sup> Street  
Laramie, WY 82070

**Laramie Police Department**  
420 E. Ivinson Street  
Laramie, WY 82070

**Beitel Elementary School**  
811 S. 17<sup>th</sup> ,  
Laramie, WY 82070

**Indian Paint Brush**  
1653 N. 28<sup>th</sup> Street,  
Laramie, WY 82070

**Laramie High school**  
1275 N. 11<sup>th</sup> Street  
Laramie, WY 82070

**Laramie Junior High School**  
1355 N. 22<sup>nd</sup> Street  
Laramie, WY 82070

**Laramie Montessori**  
365 W. Grand Avenue  
Laramie, WY 82070

**Lindford Elementary**  
120 S. Johnson Street  
Laramie, WY 82070

**Slade Elementary**  
1212 Baker Street  
Laramie, WY 82072

**Snowy Range Academy**  
4037 E. Grand Avenue  
Laramie, WY 82070

--Continued from page 16--

**Spring Creek Elementary**

**1203 Russell Avenue  
Laramie, WY 82070**

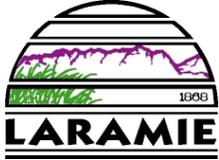
**UW Lab School  
College of Education Building  
University of Wyoming  
Laramie, WY 82071**

**Valley View Elementary  
16 Mandel Lane  
Laramie, WY 82070  
Whiting High School**

**Whiting High School  
801 S. 24<sup>th</sup> Street  
Laramie, WY 82070**

**Albany County Public Library  
310 South 8<sup>th</sup> Street  
Laramie, WY 82070**

**CITY OF LARAMIE COUNCIL REGULAR MEETING      April 5, 2016**



**Agenda Item: Contract**

**Title: Purchase Agreement between the City of Laramie and Laramie County Community College.**

**Possible Council MOTION:**

Option 1 Approve. I move to approve the Purchase Agreement between the City of Laramie and LCCC for the sale of Lots 6-11, Block 2, Turner Tract Addition to the City of Laramie and authorize the Mayor and Clerk to sign.

Option 2 Counter. I move to direct staff to draft a counter-offer to the Purchase Agreement between the City of Laramie and LCCC for the sale Lots 6-11, Block 2, Turner Tract Addition to the City of Laramie. The counter-offer shall be in the amount of \$ \_\_\_\_\_.

Option 3 Reject. I move to reject the Purchase Agreement between the City of Laramie and LCCC.

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**Background:**

***INFORMATION PREVIOUSLY PROVIDED AT WORK SESSION ON SEPTEMBER 3, 2015:***

*The Albany County Campus of Laramie County Community College has been located in Business/Office Park of the Turner Tract since 2004. The City of Laramie was a partner in LCCC's expansion and relocation to the Turner Tract by providing land to the college at no cost, although elements of value were traded between the entities at that time. At current time, LCCC has outgrown its existing facility and is seeking additional land to accommodate that growth. The concept of trading value between public entities which was employed in 2004 remains a viable method for public institutions to work together toward objectives for the betterment of the community.*

*An initial conversation with LCCC regarding the potential easterly expansion of the existing campus into Lots 7, 8, 9, & 10 of Block 2 at Crystal Court occurred in a work session on April 14, 2015. These four lots total roughly 7.88 acres of build-ready, LM (Light Manufacturing) and B1 (Limited Business) zoned land. It should be noted that the 2013 Turner Tract Area Plan does not support this general use of the lots within the Office Park area, identifying these lots as Commercial Mixed Use. All four lots are within the Casper Aquifer Protection Overlay zoning district (APOZ).*

*Between April and August, an appraisal was completed establishing the value of lots 7, 8, 9, 10 at \$1.17 Million. In addition, staff worked with LCCC to further identify partnership opportunities that might add value both directly to the larger Laramie community, as well as indirectly through institutional partnership between LCCC and municipal government.*

*LCCC President Schaffer provided a monetized estimate of those value-adding items on June 24, reflecting a total pledge to the Laramie community of roughly \$5 Million as follows:*

<u>Direct Community Contribution</u>	<u>Estimated Value</u>
	\$
Local Payroll	3,006,497
Forgone College-District Property Tax Assessment	\$
	1,529,898
	\$
Local Student Scholarships	180,000
	\$
Free Family Literacy, Adult Basic Ed. & High School Equivalency Services	157,416
	\$
Free Concurrent & Dual Enrollment for Laramie High School Students	75,520
	\$
Free Public Transportation Support #TechHire Initiative/CSTP/Workforce Development	10,000
	<i>unknown</i>
	\$
<i>Subtotal:</i>	<i>4,959,331</i>

<u>Municipal Partnership</u>	<u>Estimated Value</u>	<u>City Staff Discussion/Notes</u>
LCCC Rec Center Use	\$ 30,000	This Agreement allows LCCC students and employees to patronize the recreation center for an annual lump sum rate.
Staff Tuition Waivers	\$ 15,000	This program, in existence since 2004, has been widely used by City staff since for professional training and enrichment course work.
Shared Public Safety Training Facilities	\$ 50,000	The <i>2014 City Fire Training Plan</i> identifies the need for additional classroom areas to augment existing space at the three stations and at the training facility south of town. The major need outlined in the <i>Plan</i> is for a multilevel/multi-room burn facility and 4-story tower for which the Turner Tract would not be an ideal location. City staff agree that a joint effort in a fire science program at LCCC has merit and will discuss further with LCCC upon direction of Council. (Original LCCC estimate of value was \$1,142,640.)
Public Open Space Trails - Dedication of ROW	\$ 61,600	City plans identify the need for trail linkages in the office park area of the Turner Tract. LCCC campus expansion would benefit from shared-use paths as well.
Internships - Work Training Program	\$ 19,500	A work training partnership between LCCC and municipal government would benefit both parties by providing students opportunities for professional experience with the municipal corporation, while also providing public value in the form of lower municipal labor cost.
Public Manager Certification & Leadership Training	\$ 16,495	Staff would recommend this item be expanded to allow both scholarships for LCCC's Certified Public Manager Program and in-house leadership training for city supervisors, managers and department heads. Recently the city partnered with LCCC to provide a leadership course for 32 managers and upper-level supervisors, including coaching and leadership skills training. The value of training the majority of our supervisors, rather than only five (5) staff members each year, would maximize the return on investment.
	\$	
<i>Subtotal:</i>	<i>192,595</i>	

<b>Total Value of LCCC's Pledge =</b>	<b>\$ 5,151,926</b>
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*These numbers are provided by LCCC and have not been substantiated or verified by city staff.*

***NEW-UPDATED INFORMATION FOR APRIL 5, 2016 REGULAR MEETING:***

LCCC has submitted a revised offer which includes the previously submitted pledge, as well as cash in the amount of \$180,000 to purchase all six lots at Crystal Court (Lots 6-11, Block 2, Turner Tract Addition). The appraised value of these six lots is \$1,839,298. The offer represents a discount of \$1,659,298 off of the appraised value (or just under 10% of the appraised value). The appraised value of the four interior lots (Lots 7, 8, 9, 10) is \$3.40/square foot. The value of the two exterior lots (Lots 6 & 11) with frontage on Beech Street was appraised at \$3.50/square foot.

Pursuant to past practice the offer is brought to Council for consideration. LCCC indicated they will have representatives present to explain the reason for making an offer much below appraised value. Council can accept, reject or counter the offer made by LCCC.

The standing policy of Council for nearly a decade has been to re-invest proceeds from the sale of Turner Tract lands for infrastructure extension that will facilitate further, ongoing development in the area. Should Council determine to sell any portion of the Crystal Court lots, it will be necessary to provide direction during the budget development process in April/May 2016 as to use of those proceeds.

**Community Development Dept. comments:**

The adopted Turner Tract Area Plan 2013 identifies all of the subject lots except Lot 7 as Commercial Mixed Use. "Commercial Mixed Use" is defined in the Plan as including "...varying types of residential, commercial, office, and civic uses." (p. 19). Lot 7 is identified as "Multi-family" land use, which encompasses "...typically 4 units per acre or more." (p. 19) Lot 7's designation is likely a legacy of a now-shelved senior-housing complex that was being actively proposed a few years ago when the Plan was being developed.

The Plan also includes the following policy statements regarding the subject property and vicinity:

Policy 2, fifth bullet point (p. 20): "Heavy consideration should be given before any commercial lands are designated for any use other than commercial."

Policy 3, first bullet point (p. 20): "Mixed use developments that emphasize commercial and retail activities are the preferred land use east of Boulder Drive northeast and east of the school district property."

Community Development staff broadly interprets the Plan to mean that the four interior lots on the Crystal Court cul-de-sac would be compatible with an expansion of the LCCC campus. However, the two corner lots on Beech Street (Lots 6 and 11) would seem to be in a different category. If any properties in the Turner Tract are deemed viable for commercial mixed use, it would be properties that front on a collector or above street. Beech Street is a collector, and it is clearly growing in traffic volume.

Recent sales of Turner Tract land, while arguably supportive of the City's economic-development needs, have nevertheless subtracted from the stock of available properties for long-term, ongoing revenue generation. Removing the two Beech corner lots from our inventory would leave NO City-owned land on Beech Street, except the lot now occupied by a detention pond. We would suggest that the Plan is correct in recommending "heavy consideration" before redesignating the Beech-front properties for a different use.

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**Legal/Statutory Authority:** Wyoming Statutes §15-1-112

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**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects		
Loans on Project		
Other	\$180,000.00	Land Sale Proceeds
Total	\$180,000.00	

**Responsible Staff:** City Attorney x5319; City Manager x5226

- Attachments: 1) Purchase Agreement;  
2) Letter from LCCC President Dr. Joe Schaffer, June 24, 2015;  
3) Plat Map Crystal Court.

Advertised	March 15, 2016
Public Hearing (PH) Held	April 5, 2016

\_\_\_\_\_ City Manager \_\_\_\_\_ City Attorney \_\_\_\_\_ Community Development



LARAMIE COUNTY  
COMMUNITY COLLEGE

OFFICE OF THE PRESIDENT

Dr. Joe Schaffer

June 24, 2015

The Honorable Dave Paulekas, Mayor of Laramie  
Members of the Laramie City Council  
Ms. Janine Jordan, Laramie City Manager  
406 Ivinson  
Laramie, WY 82073

Dear Mayor Paulekas, Members of the City Council and City Manager Jordan:

On behalf of the Laramie County Community College (LCCC) Board of Trustees, Dr. James Malm and myself, I wish to thank you for starting public work session discussions on April 14 on our request for additional land adjacent to our Albany County Campus (ACC) in the Turner Tract at below market rates, as we did when we planned our current campus together in 2003.

While we wait for the land appraisal to come in and the scheduling of the next public work session on this topic, the College submits this monetized list of Campus benefits to the people of the City of Laramie and Albany County. The first series of seven is what we do now, followed by a second series of five proposals on what we may do together in the future on an expanded campus.

Current ACC Benefits to the people of the City of Laramie and Albany County

1. Local Payroll \$3,006,497

The ACC budgeted \$3,006,497 in local salaries and benefits in the current fiscal year: \$1,503,494 for full-time and \$707,300 for part-time faculty and staff with \$795,703 for benefits. The faculty lines are projected to grow at the same rates as student enrollments, modestly projected at 20% over ten-years.

2. No Community College District Taxes \$1,529,898

Community college districts across Wyoming levy four mills on property assessments in support of the colleges' educational services to their communities. Albany County is not in a community college district, Laramie County is. The 2014 General Tax Levies for Albany County – Total Albany County School District Consolidated School District #1 Valuation is \$382,474,421 with a City of Laramie Valuation of \$218,901,260 and County Valuation of \$163,573,161. Four mills on the City valuation would potentially yield approximately \$875,605 in City and \$654,293 in County tax each year.

3. Local Student Scholarships \$180,000

The LCCC Foundation awarded more than \$1,000,000 directly to students across more than 250 different private donor scholarships this year. Criteria to receive a scholarship are as varied as the

number of scholarship programs. Some factors include grades, minimum enrollment level, participation in a particular activity, enrollment in a specific program of study, or residence. ACC student scholarship awards are commensurate with their percentages of the total student body (1009 Albany County Students / 5668 LCCC Annualized Enrollment = 18% in 2014)

4. Free Family Literacy, Adult Basic Education and High School Equivalency Services \$157,416
5. Free Concurrent and Dual Enrollment College Courses for Albany County School District High School Students \$75,520

6. Financial Partnerships with the City of Laramie \$45,000

Direct payments of \$30,000 to the City Recreation Center for annual student and employee membership fees and City of Laramie Employee Tuition Waivers of \$15,000.

7. Free Public Transportation Support \$10,000

Direct payments of \$10,000 to the Albany County Transportation Authority / University of Wyoming for the free Gem City Grand / Commuter Link east-west bus service.

#### Future ACC Benefit Proposals for the People of the City of Laramie and Albany County On an Expanded Campus

1. Shared Public Safety Training Facilities \$1,142,640

The October 2014 City of Laramie Fire Department Training Center Strategic Business Plan includes a \$952,200 line item for a classroom and training support building with an additional 20% for soft costs. Co-locating public safety classroom and training spaces on an expanded campus in college facilities may provide shared savings for both the City and the Campus.

2. Public Open Space Trails \$61,600

Dedicate a right of way for a City trail linking Beech Street and Boulder Drive through the expanded ACC campus up to 2,000 feet long and 8 feet wide valued at \$3.85 a square foot for a potential public value of \$61,600.

3. City Internships \$19,500

Create pathways for LCCC and ACC students enrolled in POLS-Government, LEGL-Paralegal, ENTR-Entrepreneurial Leadership and MGT-Management internship courses, as well as Cooperative Work Experience designed to provide students with relevant duties and responsibilities on-site at City training stations, at City paid minimum-wage, under joint City & academic supervision for a public benefit of the equivalent of one-half of one full-time City personnel line of up to \$19,500 each year.

4. Certified Public Manager Certification \$16,495

Create five City of Laramie Employee scholarships each year for the Certified Public Manager Certificate at \$3,299 per person. The nationally recognized program develops the critical skills demanded by leaders in public and non-profit sectors through nine intensive sessions over a 13-month period.

5. Cirrus Sky Technology Park Workforce Development #TechHire Initiative \$Millions

Continue working with City, County, State and Federal officials as the foundational community college partner for all sub-baccalaureate local workforce development opportunities in general and

Councilor Summerville's #TechHire in particular. <https://www.whitehouse.gov/the-press-office/2015/03/09/fact-sheet-president-obama-launches-new-techhire-initiative>

Combined, these monetized ACC benefits to the people of the City of Laramie and Albany County total \$6,244,566. More than \$5,000,000 is currently provided each year through direct payments of payroll and fees or cost avoidance through scholarships and no community college district assessments. Additionally, the potential for more than \$1,200,000 in proposed one-time cost savings to the City exists by opening public trails and sharing public safety classroom space on an expanded Campus.

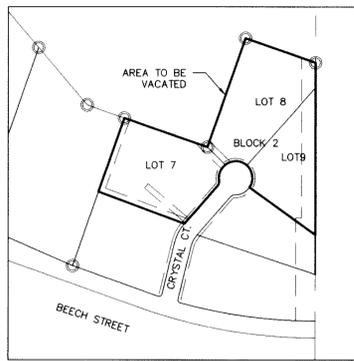
Thank you for taking these monetized benefits into consideration in pricing the Turner Tract lots below market value for the College's purchase. We look forward to continuing our discussions with you this summer.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Schaffer', is written over the typed name and title.

Joe Schaffer, Ed.D.  
President

c: LCCC Board of Trustees  
LCCC President's Cabinet  
ACC Advisory Board



AREA TO BE VACATED

ALL THAT PORTION OF LOTS 7, 8 & 9, BLOCK 2, TURNER TRACT ADDITION, CITY OF LARAMIE, ALBANY COUNTY, WYOMING, ARE LOCATED THE NORTH HALF OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 73 WEST, 6TH P.M., ALBANY COUNTY, WYOMING.

VACATION OF PLAT

WHEREAS, THE FOREGOING DESCRIBED AREA TO BE VACATED IN BLOCK 2, TURNER TRACT ADDITION, CITY OF LARAMIE, ALBANY COUNTY, WYOMING, AS DEDICATED ON OCTOBER 6, 2005, AND WHEREAS, SAID PLAT COVERS REAL PROPERTY LYING WHOLLY WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF LARAMIE, ALBANY COUNTY, WYOMING, AND WHEREAS, ALL OF THE FOREGOING DESCRIBED AREA IS CURRENTLY OWNED IN THE ENTIRETY BY THE UNDERSIGNED, AND WHEREAS, THE UNDERSIGNED DESIRES TO VACATE THE FOREGOING DESCRIBED AREA PURSUANT TO THE PROVISIONS OF SECTION 34-15-73, W.S. 1977, AND WHEREAS, THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING, HAS DETERMINED THAT SUCH VACATING DOES NOT ABRIDGE OR DESTROY ANY OF THE RIGHTS AND PRIVILEGES OF OTHER PROPRIETORS IN SAID PLAT, NOW THEREFORE, THE UNDERSIGNED DOES, BY THIS INDENTURE, DECLARE THE FOREGOING DESCRIBED AREA ALL IN ALBANY COUNTY, WYOMING, TO BE, AND THE SAME IS HEREBY, VACATED SUBJECT TO THE APPROVAL OF THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING.



RE-PLAT OF LOTS 7, 8 & 9, BLOCK 2 TURNER TRACT ADDITION

SEC. 2, T15N, R73W, 6TH P.M. ALBANY COUNTY, WYOMING

DEDICATION:

Know all men by these presents that the undersigned owner(s) and proprietor(s) of the land shown on this plat hereby certifies, the foregoing lot(s), block(s), street(s) and alley(s), to be known as Re-Plat of Lots 7, 8 & 9, Block 2 Turner Tract Addition to the City of Laramie, Albany County, Wyoming, located in the North half of Section 2, Township 15 North, Range 73 West, 6th P.M., Albany County, Wyoming, Bounded and Described as follows:

Beginning at the East Sixteenth corner of said Section 2 being a found 2" Aluminum Cap in concrete and stone stamped PLS 4919, from which the Center-East Sixteenth corner bears South 0°01'13" West a distance of 2640.15 feet being a set 3 1/4" Aluminum Cap on a 2 1/2" pipe in a monument box stamped PLS 12061 said line being the Basis of Bearings;

Thence along said Sixteenth line South 0°01'13" West a distance of 1376.63 feet to the Northeast corner of Lot 8, Block 2, Turner Tract Addition found in Document number 2005-7599 and a found 2" Aluminum Cap stamped PLS 2927, said point being the POINT OF BEGINNING;

Thence continuing along said line South 0°01'13" West a distance of 610.45 feet to a point on the Northeast corner of Lot 10, Block 2 as described in Document number 2005-7599;

Thence North 54°27'24" West, along the north line of Lot 10, a distance of 288.94 feet to a point on the southeast right-of-way line of Crystal Court as described in Document number 2005-7599;

Thence along said right-of-way line Northwest along a non-tangent curve, concave southwesterly, an arc distance of 235.00 feet, having a radius of 60.00 feet, a central angle of 224°24'30", (chord bearing North 77°47'29" West 111.10 feet) to the beginning a tangent curve, concave westerly having a radius of 20.00 feet;

Thence southwesterly along said curve and right-of-way line through a central angle of 51°19'04", an arc distance of 17.91 feet, (chord bearing South 15°39'48" West 17.32 feet);

Thence South 41°19'20" West along said right-of-way, a distance of 180.16 feet to the Northeast corner of Lot 6, Block 2, Turner Tract Addition;

Thence North 69°48'24" West along the North line of said Lot 6 a distance of 328.13 feet to the Northwest corner of said Lot 6 and a point on the East line of Lot 5;

Thence North 19°23'05" East along the East line of said Lot 5 a distance of 277.63 feet to a point on the North line of Lots 4-11, Block 2 Turner Tract Addition recorded in Document number 2005-7599, and a found 1 1/2" Aluminum Cap stamped PE/LS 4259;

Thence continuing along said north line South 70°52'09" East a distance of 315.02 feet to an angle point on the North line of Lots 4-11, Block 2, Turner Tract Addition and a found 2" Aluminum Cap stamped PLS 2927;

Thence along the west line of Lots 4-11, Block 2, Turner Tract Addition North 19°21'31" East a distance of 409.00 feet to a found 2" Aluminum Cap stamped PLS 2927;

Thence along the north line of said Lots 4-11, Block 2, Turner Tract Addition, South 70°51'34" East a distance of 264.79 feet to the Point of Beginning.

Said tract contains 6.32 acres, more or less, and subject to all rights of way, easements and restrictions of record.

That the surveying and laying out into lots, blocks, streets, alleys and easements, to be known as Re-Plat of Lots 7, 8, & 9, Block 2, Turner Tract Addition to the City of Laramie, Albany County, Wyoming, is with the desires of the undersigned owner(s) and proprietor(s), that they are the owner(s) in fee simple thereof and that the owner(s) do hereby dedicate to the City of Laramie, and its licensees for perpetual public use said streets, alleys, easements, and other public lands within the boundary lines of the plat as shown hereon.

OWNER:

Janine Jordan, Manager, City of Laramie  
*David M. Derragon, Dist. City Mgr. for*  
 JANINE JORDAN, City Planning

ACKNOWLEDGMENT

STATE OF WYOMING)  
 COUNTY OF ALBANY)

THE FOREGOING DEDICATION OF PLAT WAS ACKNOWLEDGED BEFORE ME BY David M. Derragon for JANINE JORDAN, ON THIS 5th DAY OF December, 2013, ON BEHALF OF THE CITY OF LARAMIE.

WITNESS MY HAND AND OFFICIAL SEAL.

*Kathleen A. Wickham*  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES July 28, 2014

APPROVED

LARAMIE CITY ENGINEER  
*Larry Ketcham*  
 LARRY KETCHAM, PE 12/3/13 DATE

COMMUNITY DEVELOPMENT DIRECTOR  
*Randy Hunt*  
 RANDY HUNT 12-3-2013 DATE



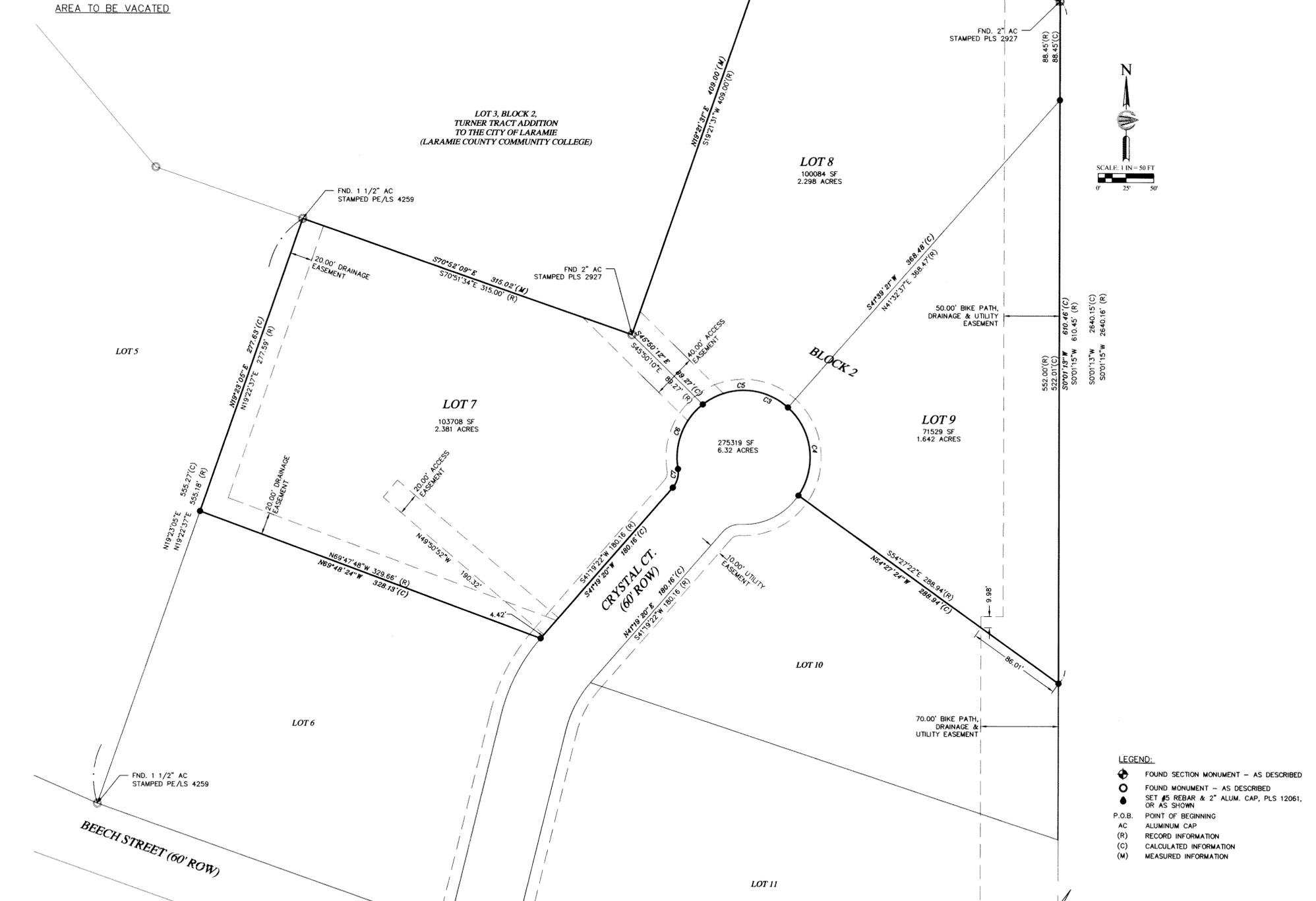
CERTIFICATE OF SURVEYOR

I, MARK F. CORBRIDGE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY, THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE, AND THAT THE MONUMENTS FOUND OR SET ARE AS SHOWN. THE DESCRIPTIONS SHOWN HEREON WERE PREPARED UNDER MY DIRECT SUPERVISION.



ALBANY COUNTY, LARAMIE, WY. JACKIE B. GONZALES, ALBANY CO CLK  
 12/6/2013 10:05 AM #2013-6967 1 OF 1

MARK F. CORBRIDGE  
 L.S. NO. 12061



LOT CURVE TABLE (C)					LOT CURVE TABLE (R)						
CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CH. LENGTH	CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CH. LENGTH
C3	224°24'30"	60.00'	235.00'	N77°47'29"W	111.10	C4	83°04'44"	60.00'	87.00'	N07°07'34"W	79.58
C4	82°45'27"	60.00'	86.66'	N6°57'55"W	79.32	C5	79°15'33"	60.00'	83.00'	N88°17'42"W	76.54
C5	79°34'18"	60.00'	83.33'	N88°07'48"W	76.79	C6	62°04'14"	60.00'	65.00'	S21°02'25"W	61.87
C6	62°04'14"	60.00'	65.01'	S21°02'40"W	61.88	C7	51°19'04"	20.00'	17.91'	S15°39'50"W	17.32
C7	51°19'04"	20.00'	17.91'	S15°39'48"W	17.32						

- LEGEND:
- FOUND SECTION MONUMENT - AS DESCRIBED
  - FOUND MONUMENT - AS DESCRIBED
  - SET #5 REBAR & 2" ALUM. CAP, PLS 12061, OR AS SHOWN
  - P.O.B. POINT OF BEGINNING
  - AC ALUMINUM CAP
  - (R) RECORD INFORMATION
  - (C) CALCULATED INFORMATION
  - (M) MEASURED INFORMATION

C 1/4 COR. SEC. 2, T15N, R73W, FND 3" BRASS CAP STAMPED PLS 2927

CE 1/16 SEC. 2 SET 3 1/4" AC ON 2 1/2" PIPE IN MONUMENT BOX STAMPED PLS 12061

COR. SEC. 1 & 2, T15N, R 73W, 2" AC, STAMPED 2013 LS 11484

RE-PLAT OF LOTS 7, 8 & 9, BLOCK 2 TURNER TRACT ADDITION ALBANY COUNTY, WYOMING

CHECK	REVISION	DATE	REQUEST BY

Project: 102182  
 Drawing: 102182PP  
 Drafted By: CGT  
 Date: 10/22/13  
 Rev. Date:  
 Rev. By: MFC  
 Check By:

Professional Land Surveyor  
 MARK F. CORBRIDGE  
 License No. 12061  
 State of Wyoming  
 Date: 12-2-13

Sheet: 1/1

## OFFER TO PURCHASE REAL PROPERTY

THIS OFFER TO PURCHASE REAL PROPERTY for the purchase and sale of real property ("Offer") is made as of the 27 day of FEBRUARY, 2016, by and between Laramie County Community College, a Wyoming Statutory School District formed pursuant to W.S. §21-18-101 *et seq.*, ("Buyer") whose address is 1400 East College Drive, Cheyenne, WY 82007, and City of Laramie, a Wyoming Municipality, ("Seller"), whose address is 406 Iverson Ave., Laramie, WY 82070.

All parties to the transactions intend that this Offer be superseded by a Purchase Agreement. In the meantime, all parties agree to proceed in accordance with terms and conditions outlined in this Offer to Purchase. Seller understand the purpose if this Offer to Purchase is to allow further investigation by both parties into the feasibility of entering into a formal Purchase Agreement. If the Purchase Agreement is not mutually executed, for any reason whatsoever within the next 120 days, this Offer to Purchase shall expire and no party shall have any further rights or duties hereunder.

Subject to the execution of a definitive and mutually acceptable Agreement of Purchase and Sale ("Purchase Agreement"), the undersigned offers to purchase the subject property in accordance with the following terms and conditions:

**1. Subject Property.** Seller agrees to sell, transfer and convey and Buyer agrees to purchase, for a purchase price and subject to and upon each of the terms and conditions hereinafter set forth, the following real property, attached and incorporated herein and marked as Attachment A.

**2. Total Purchase Price.** The purchase price to be paid by Buyer to Seller for the Subject Property is One Hundred Eighty Thousand and No/100 dollars (\$180,000.00) ("Total Purchase Price").

The Total Purchase Price shall be payable as follows:

a) By Cash or Certified Check at closing.

**3. Title Matters.** Notwithstanding additional terms that may be found in the Purchase Agreement, Buyer shall not be obligated to purchase the Subject Property unless at or prior to, closing each of the following conditions has been met or Buyer has waived said conditions in writing. Seller agrees to cooperate with Buyer and to execute any documents which may be necessary or convenient to the performance of these conditions.

a) Within fifteen (15) days of execution of a Purchase Agreement, Buyer, at Seller's expense, shall obtain a title commitment for a standard Owner's Title Insurance Policy, for the Subject Property and in the amount of the Total Purchase Price, with legible copies of all documents referred to therein ("Title Commitment"). Within thirty (30) days after Buyer's

receipt of the Survey described in Paragraph 5 and the Title Commitment, Buyer shall raise any objections to title, which objections shall be made to seller in writing ("Title Objections"). Seller shall have fifteen (15) days from receipt of Buyer's Title Objections to remove and/or cure same. If Seller, after expending diligent efforts, is unable to remove and/or cure such Title Objections Buyer shall have the right to (i) cure the Title Objections itself and close this transaction, (ii) close this transaction notwithstanding the Title Objections, or (iii) terminate this Offer.

- b) Seller shall convey to Buyer by standard Warranty Deed, good and marketable title to the Subject Property, which shall be free and clear of all liens, leasehold interests, tenancies, encumbrances, and other exceptions to title, except the liens of taxes and assessments not yet due and payable, and those exceptions which are not objected to in writing by Buyer ("Permitted Exceptions").
- c) The Title Company shall be prepared to obtain or issue from the Title Company designated herein, upon closing, a standard coverage Owner's Policy of Title Insurance at Seller's expense.

**4. Hazardous Waste.** Notwithstanding additional terms that may be found in the Purchase Agreement, Buyer shall not be obligated to purchase the Subject Property unless at or prior to, closing Seller warrants and represents that it has no knowledge of any Hazardous Waste or Hazardous Material having been produced, released, stored or deposited over, under, or upon the Subject Property by any person whatsoever. As used herein, the term Hazardous Waste or Hazardous Material shall be defined pursuant to all applicable local, state and federal rules and regulations, and shall include without limitation, archeological, asbestos, underground storage tanks, pollutants, contaminants or hazardous wastes, PCBs, petroleum and petroleum products, and urea-formaldehyde. If Buyer's environmental reports or studies are not satisfactory to Buyer, Buyer may terminate any Purchase Agreement. Buyer shall maintain all of its remedies at law and in equity.

**5. Wyoming Community College Commission.** W.S. § 21-18-202(d)(iv)(B) requires the Wyoming Community College Commission ("WCCC") to approve any proposed purchase and acquisition of real property whether by purchase or exchange in excess of fifty thousand dollars (\$50,000.00).

The Buyer, a Wyoming community college district, intends to use state funds for the purchase and acquisition of the subject property and therefore the Buyer must have WCCC approval of any Purchase Agreement entered and contemplated herein. Buyer may neither accept nor approve any aspect of a Purchase Agreement without the approval of WCCC and therefore this offer is contingent upon final approval of WCCC.

**6. Laramie County Community College Board of Trustees.** W.S. § 21-18-304(a)(viii) requires the Laramie County Community College Board of Trustees (“BOT”) to approve any disbursement of monies to maintain the community college.

The Buyer, a Wyoming community college district, governed by the BOT must have BOT approval of this Offer and the transactions contemplated herein. The parties agree that the approval authority of the BOT shall be ongoing during the execution and performance of this Offer and shall apply to all aspects of this Offer. The BOT shall be provided with all notifications and other communications contemplated by this Offer between Buyer and Seller so that it may exercise its approval authority. Wherever in this Offer it is contemplated that either Seller or Buyer shall notify the other of an event, which event triggers a response by the other party, notice shall be contemporaneously provided to the BOT. Buyer may neither accept nor approve any aspect of this Offer without the approval of BOT. The approval of BOT shall not, however, be unreasonably withheld. The approval of the BOT to the form of this Offer is evidenced by the signature of the President of LCCC. Buyer may neither accept nor approve any aspect of a Purchase Agreement without the approval of BOT and therefore this offer is contingent upon final approval of BOT through a Purchase Agreement.

**7. Notices.** All notices given pursuant to this Offer shall be in writing and shall be given by personal service, by facsimile, by United States Mail or by United States Express Mail or other established express delivery service (such as Federal Express) or by certified mail, postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

If to Buyer:        Attention: Dr. Joe Schaffer, President  
                                 Laramie County Community College  
                                 1400 College Drive  
                                 Cheyenne, WY 82007

                                 Attention: Ed Mosher, Chairman  
                                 Laramie County Community College  
                                 Board of Trustees  
                                 1400 College Drive  
                                 Cheyenne, WY 82007

Copy to:            Tara B. Nethercott  
                                 Woodhouse Roden Nethercott, LLC  
                                 1912 Capitol Ave., Ste. 500  
                                 Cheyenne, WY 82001

If to Seller: Attention: Janine Jordan  
City of Laramie  
406 Ivinson Ave.  
Laramie, WY 82070

Copy to: Jason Loos  
Laramie City Attorney  
406 Ivinson Ave.  
Laramie, WY 82070

- a) The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given shall be deemed given upon receipt; and
- b) For the purpose of this Offer, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt and/or facsimile confirmation, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

**8. Captions and Headings.** The captions and headings in this Offer are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or Offers contained herein.

**9. Entire Offer.** This Offer contains the entire Offer between the parties hereto and supersedes all prior Offers, oral or written, with respect to the subject matter hereof. The provisions of this Offer shall be construed as a whole and in their entirety.

**10. Construction.** In construing the provisions of this Offer and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. This Offer shall be construed and interpreted in accordance with the laws of the State of Wyoming. This Offer shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Offer.

**11. Joint and Several Obligations.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

**12. Fax and Counterparts.** This Offer may be executed by facsimile or in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

**13. Severability.** In the event one or more provisions (or portions thereof) of this Offer is determined to be illegal or unenforceable, the remainder of the Offer shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

**14. Time of Essence.** Time is of the essence of this Offer and each and every term, condition, and provision hereof.

**15. No Joint Venture.** It is not intended by this Offer to, and nothing contained in this Offer shall, create any partnership, joint venture or other joint or equity type Offer between Buyer and Seller. No term or provision of this Offer is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

**16. No Waiver.** No waiver by either party of any default under this Offer by the other party shall be effective or binding upon such party unless given in the form of a written instrument signed by such party, and no such waiver shall be implied from any omission by such party to take action with respect to such default. No express written waiver of any default shall affect any other default or cover any period of time other than the default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Offer shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Offer. The failure of Buyer to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that Buyer may have regarding that specific term or condition.

**17. Execution and Change.** It is understood and agreed that until a Purchase Agreement is fully executed and delivered by the authorized partners, corporate officers or other individuals, as applicable, of the parties hereto, there is not and shall not be an Purchase Agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. It is further agreed that once this Offer is fully executed and delivered that it contains the entire Offer between the parties hereto and that, in executing it, the parties do not rely upon any statement, promise, or representation not herein expressed and this Offer once executed and delivered shall not be modified, changed or altered in any respect except by a writing executed and delivered in the same manner as required for this Offer.

**18. Construction Dates.** Unless otherwise expressly stated, all time periods referred to herein shall be deemed to mean calendar days. In the event any date for performance by either party of any obligation hereunder required to be performed by such party falls on a Saturday, Sunday or holiday recognized in the State of Wyoming,

the time for performance of such matter shall be deemed extended until the next business day immediately following such date.

**19. Attorney's Fees.** In the event either party to this Offer shall employ legal counsel to protect its rights under this Offer or to enforce any term or provision hereof (including a suit for specific performance) each party will be responsible for its own attorney's fees, costs and expenses incurred in connection with its claim.

**20. Effective Date.** This Offer shall be executed by the parties hereto by executing the signature page hereof. The effective date of this Offer (the "Effective Date") shall be the later date of the dates this Offer is executed by Seller and Buyer below.

**21. Applicable Law/Venue.** The construction, interpretation and enforcement of the Contract shall be governed by the Laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**22. Sovereign Immunity.** The State of Wyoming and the Buyer do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

**23. Indemnification.** The Seller shall release, indemnify, and hold harmless the State of Wyoming, the Buyer, and their officers, agents, employees, successors and assignees from any cause of action, claims, or demands arising out of Seller's performance under this Offer.

**24. Availability of Funds.** The payment obligations of the Buyer are conditioned upon the availability of State funds which are appropriated or allocated for the payment of these obligations, and subject to approval by the Wyoming Community College Commission. If funds are not allocated and available, the Contract may be terminated by the Buyer. No penalty shall accrue to the Buyer in the event this provision is exercised, and the Buyer shall not be obligated or liable for any future payment due or for any damages as a result of termination under this section.

If the above outline of terms and conditions are acceptable, please indicate by signing below.

[Signature on following page].

EXECUTED effective as of the date first above written.

BUYER:

By:  \_\_\_\_\_  
Its: Resident \_\_\_\_\_  
Date: 2/28/10 \_\_\_\_\_

**UPCOMING COUNCIL MEETINGS April 5, 2016**

All meetings at City Hall, 406 Iverson Street, unless noted.

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**April 5, 2016**

- 6:00 p.m. - Pre-Council**
- 6:30 p.m. - Public Hearing:** Use Control Area for 971 Cedar Street
- 6:30 p.m. - Public Hearing:** Ordinance No. 1941, LMC amendment right-of-way
- 6:30 p.m. - Public Hearing:** Ordinance No. 1942, LMC typographical errors
- 6:30 p.m. - Public Hearing:** Possible sale of Monolith Ranch acreage
- 6:30 p.m. - Regular Meeting**

**April 12, 2016**

- 6:00 p.m. - Work Session:** Public Comments
- 6:00 p.m. - Public Hearing:** Ordinance annexing area on northeast corner of I-80 and Curtis St  
*(tentative)*
- 6:00 p.m. - Public Hearing:** Ordinance establishing zoning for the northeast corner of I-80 and  
Curtis St *(tentative)*
- 6:00 p.m. - Work Session:** Main Street BRCC
- 6:00 p.m. - Work Session:** City Council Code of Conduct *(tentative)*
- 6:00 p.m. - Work Session:** GIS and CRT Software Demonstration
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review
- 6:00 p.m. - Work Session:** Public Comments

**April 19, 2016**

- 6:00 p.m. - Pre-Council**
- 6:30 p.m. - Public Hearing:** Business Ready Community Grant on behalf of Main Street Alliance  
*(tentative)*
- 6:30 p.m. - Regular Meeting**

**April 26, 2016**

- 6:00 p.m. - Work Session:** Public Comments
- 6:00 p.m. - Work Session:** Bill Nye Western Corridor
- 6:00 p.m. - Work Session:** Pavement Management Program
- 6:00 p.m. - Work Session:** Art Plan Update
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review
- 6:00 p.m. - Work Session:** Public Comments

**May 3, 2016**

- 6:00 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**May 10, 2016**

- 6:00 p.m. - Work Session:** Public Comments
- 6:00 p.m. - Work Session:** Budget/Enterprise Funds
- 6:00 p.m. - Work Session:** LCBA Annual Report
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review
- 6:00 p.m. - Work Session:** Public Comments

**UPCOMING COUNCIL MEETINGS April 5, 2016**

All meetings at City Hall, 406 Ivinson Street, unless noted.

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**May 12, 2016**

**6:00 p.m. - Work Session:** Budget/Enterprise Funds

**May 16, 2016**

**6:00 p.m. - Work Session:** Budget/Government Funds

**May 17, 2016**

**6:00 p.m. - Pre-Council**

**6:30 p.m. - Regular Meeting**

**May 19, 2016**

**6:00 p.m. - Special Meeting:** Budget

**6:00 p.m. - Work Session:** Budget

**May 24, 2016**

**6:00 p.m. - Work Session:** Public Comments

**6:00 p.m. - Special Meeting:** Budget

**6:00 p.m. - Work Session:** Budget

**6:00 p.m. - Work Session:** City Council Updates/Council Comments

**6:00 p.m. - Work Session:** Agenda Review

**6:00 p.m. - Work Session:** Public Comments

**June 7, 2016**

**6:00 p.m. - Pre-Council**

**6:30 p.m. - Regular Meeting**

**June 14, 2016**

**6:00 p.m. - Work Session:** Public Comments

**6:00 p.m. - Special Meeting:** Budget Adoption

**6:00 p.m. - Work Session:** City Council Updates/Council Comments

**6:00 p.m. - Work Session:** Agenda Review

**6:00 p.m. - Work Session:** Public Comments

## **FUTURE CITY COUNCIL WORK SESSIONS 4/5/2016**

### Requested by Council Formal Action:

City Curb & Gutter Policy (Paulekas)  
Review general process of Boards & Commissions Program (Weaver/Vitale)  
Review of Inter-Agency City/County Agreements (Hanson)  
UDC WAM Members Poll Results (Shuster)  
Review of funding allocation for Child Care providers (Paulekas)  
Open 311 (Summerville)  
Turner Tract Plan Update (Summerville)  
\*Pavement Maintenance Program (Weaver)  
ACTA (Albany County Transportation Authority)/MPO (Summerville)  
Tech Hire Grant Program (Summerville)  
Homeless/Homeless Veterans (Shumway/Summerville)  
Update on taxi laws (Summerville)  
\*Public Art (Summerville)

### Requested by Staff:

\*Policy on Annexation & Extra-Territorial City Services Action Plan (Jordan)  
\*Bill Nye Western Corridor (Hunt)  
Downtown Design Guidelines Revisions (Hunt)  
\*GIS and CRT Software Demo (Derragon)

\* Scheduled, not held.