

**AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL WORK SESSION
CITY HALL
JUNE 28, 2016 6:00 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.

1. PUBLIC HEARING

**1.A. PUBLIC HEARING: Proposed Optimist Park Renaming
[Feezer, P&R Dir]**

Documents: [Public Hearing Notice Optimist Park.pdf](#)

2. WORKSESSION

2.A. Public Comments

**2.B. WORK SESSION: Proposed Optimist Park Renaming
[Feezer, P&R Dir]**

Documents: [Worksession Cover Sheet.pdf](#), [Public Hearing Notice Optimist Park.pdf](#), [Rotary-City MOU rev 04-16-2016.pdf](#)

2.C. City Council Updates/Council Comments

2.D. Agenda Review

2.E. Public Comments

Notice of a Public Hearing and Work Session

The City of Laramie will hold a public hearing on June 28, 2016 to gather citizen input on a proposed Memorandum of Understanding between the City of Laramie and Laramie's two Rotary Clubs, the Rotary Club of Laramie and the Laramie Sunrise Rotary Club pertaining to the Rotary Clubs providing financial support, bi-annual maintenance and volunteer services towards future park improvements in return for naming rights and involvement in the park planning processes. Those wishing to comment on the project are encouraged to attend the Public Hearing at 6:00 p.m. on June 28, 2016 in the Council Chambers of City Hall, 406 Ivinson Avenue.

Written comments will also be accepted until 3:00 p.m. on June 28, 2016. Comments can be submitted via mail to the City of Laramie/Attn. Parks and Recreation Director/P.O. Box C/Laramie, WY 82073, via email to tfeezzer@cityoflaramie.org, or via hand delivery to the Laramie Community Recreation Center at 920 Boulder Drive.

The public hearing will be followed by a work session on June 28, 2016 for the City Council to discuss the aforementioned Memorandum of Understanding.

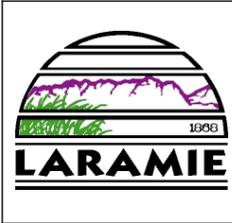
Publish: June 25, 2016

Send bill and affidavit to:

Parks & Recreation Department
Attn: Parks & Recreation Director
Parks and Recreation
P.O. Box C

Laramie, WY 82073

CITY OF LARAMIE COUNCIL REGULAR MEETING June 28, 2016



Agenda Item: Work Session on a proposed Memorandum of Understanding

Title: Memorandum of Understanding between the City of Laramie and Laramie’s two Rotary Clubs, the Rotary Club of Laramie and the Laramie Sunrise Rotary Club pertaining to a city park located between West Garfield and Spruce streets, currently known as Optimist Park.

Recommended Council MOTION:

No motion: Work Session on a proposed Memorandum of Understanding between the City of Laramie and Laramie’s two Rotary Clubs, the Rotary Club of Laramie and the Laramie Sunrise Rotary Club pertaining to the Rotary Clubs providing financial support, bi-annual maintenance and volunteer services towards future park improvements in return for naming rights and involvement in the park planning processes.

Administrative or Policy Goal:

Council Goal: Strengthen relationships with other community partners. Preserve park land, open space, and public trails for future generations.

Background:

The City of Laramie has been approached by Laramie’s two Rotary Clubs related to Optimist Park. The proposal from the Rotary Clubs is to provide financial support, bi-annual maintenance and volunteer services towards park improvements in return for naming rights and involvement in park planning processes.

This proposal was reviewed by the Parks, Tree & Recreation Advisory Board at their regular meeting held on May 18, 2016. At this meeting a presentation was made by Lawrence Struempf, President of the Rotary Club of Laramie. The motion to support this MOU failed by a vote of 1 for and 6 against. The Advisory Board’s discussion revolved mainly around the lack of a policy related to park naming and renaming. Direction from the Advisory Board was for Parks & Recreation Department staff to develop a policy related to park naming and provide at future meetings for discussion. With the motion failing at the Advisory Board meeting there is no recommendation from the Advisory Board to City Council.

Although, the proposal did not gain support of the Advisory Board all parties agreed that the proposal should be heard by the City Council for a final decision.

Legal/Statutory Authority:

N/A

Budget/Fiscal Information:

Revenue

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects		
Loans on Project		
Other	\$25,000.00	Per MOU, \$6,250/yr for 4 years
Total	\$25,000.00	

Expense

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$25,000.00	Park sign and agreed upon improvements per MOU
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount	\$25,000.00	
Contingency	0%	\$0.00
Total Amount	\$25,000.00	

Responsible Staff:

Future dates are subject to change

Todd Feezer, Director
 Parks & Recreation Department
tfeezer@cityoflaramie.org
 307-721-5260

Work Session	June 28, 2016
Advertised	June 25, 2016
Public Hearing (PH) Held	June 28, 2016
PH Advertised	June 25, 2016
Introduction/1 st Reading	Click here to enter a date.
2 nd Reading	Click here to enter a date.
3 rd Reading	Click here to enter a date.
	Click here to enter a date.

Attachments: Legal Notice

MOU Rotary and City related to Optimist Park, Support Letters MOU Rotary and City

_____ City Manager _____ City Attorney _____ Choose an item.

Notice of a Public Hearing and Work Session

The City of Laramie will hold a public hearing on June 28, 2016 to gather citizen input on a proposed Memorandum of Understanding between the City of Laramie and Laramie's two Rotary Clubs, the Rotary Club of Laramie and the Laramie Sunrise Rotary Club pertaining to the Rotary Clubs providing financial support, bi-annual maintenance and volunteer services towards future park improvements in return for naming rights and involvement in the park planning processes. Those wishing to comment on the project are encouraged to attend the Public Hearing at 6:00 p.m. on June 28, 2016 in the Council Chambers of City Hall, 406 Ivinson Avenue.

Written comments will also be accepted until 3:00 p.m. on June 28, 2016. Comments can be submitted via mail to the City of Laramie/Attn. Parks and Recreation Director/P.O. Box C/Laramie, WY 82073, via email to tfeezer@cityoflaramie.org, or via hand delivery to the Laramie Community Recreation Center at 920 Boulder Drive.

The public hearing will be followed by a work session on June 28, 2016 for the City Council to discuss the aforementioned Memorandum of Understanding.

Publish: June 25, 2016

Send bill and affidavit to:

Parks & Recreation Department
Attn: Parks & Recreation Director
Parks and Recreation
P.O. Box C

Laramie, WY 82073

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Laramie (“City”), and Laramie’s two Rotary Clubs: The Rotary Club of Laramie and the Laramie Sunrise Rotary Club (herein collectively referred to as “Rotary”), and pertains to a City park located between West Garfield and Spruce streets, currently known as Optimist Park (“Park”).

WHEREAS, Rotary has been a vital force in community service in Laramie for almost one hundred years; Rotary’s goals and objectives include community health; enhanced water and sanitation; youth health; education and literacy; and community development;

WHEREAS, Rotary desires to further these purposes through involvement and improvement of the Park. Parks are a natural place to engage youth groups in constructive activities and Rotary proposes to assist the City in further developing and maintaining a public space to conduct community service, outreach programs and other community activities;

WHEREAS, The City has identified various potential improvements to the Park and seeks to encourage Rotary to participate with the City in providing financial assistance and volunteer efforts to supplement City resources and ultimately accomplish these improvements;

WHEREAS, Rotary manages a fund created by Charles R. Shawver called the Shawver Tree Fund, the purpose of which is to plant and replace trees in open spaces in Laramie. This fund’s objectives are consistent with identified objectives for improvements to the Park;

WHEREAS, The Park has served as a location for Rotary’s annual duck race and, with the development and renaming of the Park to “Rotary Park”, would enhance Rotary’s visibility and help build awareness of Rotary in the community.

WHEREAS, the City and Rotary desire to establish a framework for a productive working relationship for ongoing improvement and development of the Park.

In consideration of the foregoing and the terms set forth below, the parties agree as follows:

1. **Park Identification.** The Park currently features two picnic shelters, one of which has restrooms, barbecue grills, a basketball court, playground, a dog run, and a soccer field, and is further illustrated and defined in Appendix F of the City’s Parks and Recreation Master Plan, attached hereto as Exhibit A and incorporated by this reference.

2. **Donations.** Rotary will provide \$25,000.00 cash to City (“Donation”), in four annual payments of \$6,250.00 each, with the first payment due within _____ days of the execution of this MOU.

3. **Restrictions on Use of Funds.** City agrees that this Donation will be used solely for capital improvements in the Park that fall within the framework of the City’s Parks and Recreation Master Plan and expenditures will not be made without the prior written approval of Rotary. City further agrees to that this Donation will remain earmarked for capital improvements in the Park, and will not be used for operation or maintenance expenses.

4. **Renaming of Park.** Following the execution of this MOU, and upon the City’s receipt of the first \$6,250.00 cash as described in Paragraph 2 above, the City agrees to permanently rename the Park to “Rotary Park” and to provide the revised signage.

5. **Cleanup Days.** Rotary agrees to organize volunteer cleanup days twice each calendar year (preferably one in the spring and one in the fall) following the execution of this MOU.

6. **Future Development.** Rotary and City agree to discuss and explore further development and community service projects related to the Park. Rotary and the City will work together to address projects identified in the City's Parks and Recreation Master Plan (Exhibit A), including a children's playground, picnic shelter and restrooms, parking lot, tree plantings, and other projects related to the Laramie River.

7. **Indemnification and Insurance.** The City shall ensure all contractors it hires or uses for the Park agree to: (i) indemnify the City, Rotary, and each of their officers, employees and agents, from any and all liability that may arise from that contractor's acts or omissions regarding that contract, including those of the contractor's officers, employees, agents or subcontractors, and (ii) have appropriate levels of general liability insurance.

8. **Volunteers.** The parties understand individual volunteers may not be protected by the above-referenced indemnities and insurance coverage for potential liability that could result for those volunteers' actions or inactions related to any construction activities of the Park. The City shall inform volunteers of that risk.

9. **Termination.** A non-defaulting part may terminate this MOU in the event of a default with the terms set forth in this MOU, including its exhibits. Provided however, the party seeking termination must first provide written notice of the default to the other party and allow a reasonable period (not less than thirty (30) days) period to cure the default. In the event said default continues uncorrected after written notice thereof to the defaulting party, this MOU may be terminated.

10. **Notice.** Any formal notice, request, approval or other communication to be provided by either party shall be in writing and dispatched by first class mail, registered or certified mail, postage prepaid, return-receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery, to the addresses of City and Rotary set forth below. Such written notices, requests, approvals or other communication may be sent in the same manner to such other addresses as either party may from time to time designate. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice personally delivered shall be deemed received on the documented date of receipt and any notice that is sent by registered or certified mail, postage prepaid, return-receipt requested shall be deemed received on the date of receipt thereof. Addresses for giving notice are as follows:

City of Laramie

Attn: Janine Jordan, City Manager
P.O. Box C
Laramie, WY 82073

The Rotary Club of Laramie

Attn: Lawrence Struempf, President
P.O. Box 12
Laramie, WY 82073

Laramie Sunrise Rotary Club

Attn: Jo Korpitz, President
P.O. Box 2188

Laramie, WY 82073

DATED this _____ day of _____, 2016.

The Rotary Club of Laramie

By: _____
Lawrence Struempf, President

Laramie Sunrise Rotary Club

By: _____
Jo Korpitz, President

City of Laramie:

By: _____
David A. Paulekas, Mayor and President
City Council, City of Laramie

Attest:

By: _____
Angie Johnson, City Clerk
City of Laramie