AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
CITY HALL
JUNE 21, 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. AGENDA

2. Pledge of Allegiance

3. Roll Call

4. PRE-MEETING ITEMS

4.A. PROCLAMATIONS & PRESENTATIONS

4.A.i. PROCLAMATION: Recognition and Thanks to the High Plains Curmudgeon Society

4.A.ii. PROCLAMATION: Recognizing June 26 through July 2, 2016 as National Mosquito Control Awareness Week

4.B. PUBLIC HEARING

4.B.i. PUBLIC HEARING: Original Ordinance No. 1946, amending Title 15 of Laramie Municipal Code for the purposes of amending Chapter 15.08.040.B.3.b.(i) eliminating differential residential development standards for garages within the Turner Tract Overlay Zone.

Documents: 1.Cover Sheet.pdf, 2.Legal Ad.pdf

4.C. ANNOUNCEMENTS

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 June 7, 2016, the Public Hearing and Special Meeting of June 14, 2016, and have them placed on file for public inspection.
[Johnson, CClk]

Documents: Minutes 06.07.2016.pdf, Public Hearing 06.14.16.Budget.pdf, Special Mtng Min 06.14.2016.pdf

8.B. CEMETERY DEEDS: For June 1-15, 2016

Action:

that the Cemetery Deeds for June 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. **[Feezer, P/R Dir]**

8.C. MINUTES: of the May 18, 2016 Parks, Tree and Recreation Advisory Board

Action:

That Council acknowledge receipt of the Minutes from the May 18, 2016 meeting of the Parks, Tree & Recreation Advisory Board and the following recommendations be approved as indicated:

1) To approve the minutes from the April 13, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board.
2) To approve the Adopt A Park Agreement with Naughty Pines Derby Dames at Harbon Park.
3) To approve the acceptance of a grant in the amount of $500 from Rocky Mountain Power for purchase trees for the Arbor Day Celebration.
4) To approve the Arbor Day Resolution and forward to City Council for approval.
5) To approve the invoice to Laramie Rotary Clubs for the request of $2,000 to replenish the Shawver Tree Fund account.
6) Supporting the MOU between the City of Laramie and the Rotary Club of Laramie and the Laramie Sunrise Rotary Club outlining the details related to permanently renaming Optimist Park to Rotary Park.
7) Presentation from Leadership Laramie addressing the redevelopment of the Boswell Park area to include a way finding structure.
8) Consideration of Parks, Tree and Recreation Advisory Board Goals for 2016.
9) Annual Overview of Ice & Event Center Operations as presented by staff.
[Feezer, P&R Dir]

Documents: 5.18.16 PTR Advisory Board Minutes Cover Sheet.pdf, Advisory Board Minutes May 18, 2016.pdf

8.D. MOU: Memorandum of Understanding with the Albany County Attorney's Office for Crime Victim Witness services in Laramie Municipal Court.

Action:

that Council approve a Memorandum of Understanding between the City of

Laramie and the Albany County Attorney's Office for Crime Victim Witness services in Laramie Municipal Court, and authorize an expenditure of $9,000.00 pursuant to the MOU, and authorize the Mayor and Clerk to sign.
[Chief Stalder, PD]

Documents: CVW MOU COVER SHEET.pdf, CVW MOU.pdf

8.E. AGREEMENT: Vertical expansion and water balance closure cover of Laramie Landfill Stage 1

Action:
that Council award the Professional Services Agreement for the design and major permit amendment for a vertical expansion and water balance closure cover of Stage 1 at the Laramie Landfill to Trihydro Corporation, in the amount of $49,334.00 together with a contingency of $4,933.00 for a total not to exceed $54,267.00 and authorize the Mayor and Clerk to sign the Agreement.
[Smith, PW Dir]

Documents: CS Landfill Stage 1 Expansion.pdf, Trihydro Contract w Insurance Landfill stage1 permit.pdf

8.F. AGREEMENT: Acceptance from the Wyoming Department of Transportation for Huron Street.

Action:
that Council approve the Agreement of Acceptance from the Wyoming Department of Transportation for Huron Street and authorize the Mayor and Clerk to sign the Agreement.
[Hunt, CD Dir]

Documents: 1.Cover Sheet.pdf, 2.Agreement of Acceptance.pdf

8.G. RESOLUTION: Resolution 2016-_____, authorizing co-sponsorship of the Friends of Community Recreation events.

Action:
to approve Resolution 2016- authorizing co-sponsorship of the Friends of Community Recreation Family Duathlon, Zombie Run and an Indoor 5k allowing for the use of associated shelters and facilities for these fundraising events and authorize the Mayor and Clerk to sign.
[Feezer, P&R Dir]

Documents: FY17 FCR Event Sponsor Cover Sheet.pdf, FY17 FCR Event Sponsor Resolution.pdf

8.H. RESOLUTION: Resolution 2016-_____, authorizing co-sponsorship of the Freedom has a Birthday community event.

Action:
to approve Resolution 2016- authorizing co-sponsorship of the Freedom has a Birthday community event allowing for the use of associated shelters and facilities for this event and authorize the Mayor and Clerk to sign.
[Feezer, P&R Dir]

Documents: 2016 FHAB Event Sponsor Cover Sheet.pdf, 2016 FHAB Event Sponsor Resolution.pdf

8.I. RESOLUTION: Resolution 2016-___, extending Mobile Home Park and Recreational Vehicle Park licenses through June 30, 2017.

Action:
to approve City Council Resolution 2016-___, regarding Mobile Home Park and Recreational Vehicle Park licenses and authorize the Mayor and Clerk to sign the Resolution.
[Hunt, CD Dir]

Documents: 1. Cover Sheet.pdf, 2. Resolution No. ___.pdf

8.J. SCHEDULE MEETING(S)

Action:
that Council schedule the following meeting(s):
NONE

9. REGULAR AGENDA

10. Consideration of Notice of Calcutta
[Johnson, CC]

Documents: Cover Sheet Calcutta-Albany County Fair Pig 6-2016.pdf, Calcutta Notice 8-2016.pdf

11. Consideration to accept a contract with Venture Technologies for the installation of a new 911 telephone system
[Chief Stalder, PD]

Documents: 911 CPE COVER SHEET.pdf, 911 CPE CONTRACT.pdf, 911 CPE RFQ.pdf

12. Original Ordinance No. _____, vacating a 1,145.61 sq. ft. alley right-of-way located within Block 46, Downey's Addition.
Introduction and First Reading
[Hunt, CD Dir]

Documents: 1.Cover Sheet.pdf, 2.Original Ordinance No. ___.pdf, 3.Planning Commission Staff Report.pdf

13. Original Ordinance No. _____, vacating a 4,224 sq. ft. area of alley right-of-way within Block 1, University Place Addition.

Introduction and First Reading
[Hunt, CD Dir]

Documents: 1.Cover Sheet.pdf, 2.Original Ordinance No. ___.pdf, 3.Planning Commission Staff Report.pdf

14. Consideration of a Memorandum of Understanding between the City of Laramie and Laramie's two Rotary Clubs pertaining to the renaming of Optimist Park.
[Feezer, P&R Dir]

Documents: MOU Rotary and City Cover Sheet.pdf, MOU Rotary and City related to Optimist Park.pdf, Support Letters MOU Rotary and City.pdf

15. **Resolution 2016_____, to appoint one member to the Parks, Tree and Recreation Advisory Board.**
[Feezer, P&R Dir]

Documents: PTR Advisory Board Appointment Resolution Cover Sheet.pdf, PTR Advisory Board Appointment Resolution.pdf

16. **Consideration of Possible Sale of Monolith Ranch acreage**
[Derragon]

Documents: 1. Cover Sheet - Monolith Ranch Offer Work Session - 6-21-16.pdf, 2. Purchase Offer - Mountain Cement.pdf, 3. MCC Map.pdf, 4. MountainCement.pdf, 5. MountainCement2.pdf, 6. Surface Use Agreement - City -- Executed.pdf

17. **Original Ordinance No. 1922A, amending Title 8 of the Laramie Municipal Code for the purposes of creating health and safety standards for mobile homes, manufactured homes, recreational vehicles and tents.**
Third and Final Reading (Introduced by Henry)
[Hunt, CD Dir]

Documents: 1.Cover Sheet.pdf, 2.Original Ordinance No. 1922A.pdf, 3.Planning Commission Staff Report.pdf

18. **Original Ordinance No. 1924, amending Title 15 of the Laramie Municipal Code for the purposes of amending LMC Chapters 15.14 and 15.28 regarding Mobile Home Parks, Manufactured Home Communities and Recreational Vehicle Parks.**
Third and Final Reading (Introduced by Henry)
[Hunt, CD Dir]

Documents: 1.Cover Sheet.pdf, 2.Original Ordinance No. 1924.pdf

19. **Original Ordinance No. 1946, amending Title 15 of Laramie Municipal Code for the purposes of amending Chapter 15.08.040.B.3.b.(i) eliminating differential residential development standards for garages within the Turner Tract Overlay Zone.**
Second Reading (Introduced by Shuster)
[Hunt, CD Dir]

Documents: 1.Cover Sheet.pdf, 2.Ordinance 2nd reading.pdf, 3.New Applicant Letter.PDF, 4.Planning Commission Staff Report.pdf

20. **Original Ordinance No. _____, amending Title 15 of Laramie Municipal Code for the purposes of amending the Landscaping Requirements.**
Introduction and First Reading
[Hunt, CD Dir]

Documents: 1.Cover Sheet.pdf, 2.Original Ordinance No. ___.pdf, 3.Planning Commission Staff Report.pdf

21. **Right of First Refusal Agreement between the City of Laramie and Laramie County Community College.**
[Jordan, CM and Loos, CA]

Documents: Cover Sheet LCCC 6-21-16.pdf, ROFR 061316.pdf

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

Documents: June-21-16 Upcoming Meetings.pdf, Future Work Session Topics 6-7-16.pdf

23. **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.)

24. **Adjournment**

CITY OF LARAMIE COUNCIL PUBLIC HEARING June 21, 2016

Agenda Item: Original Ordinance - Public Hearing

Title: Original Ordinance No. 1946 amending Title 15 of Laramie Municipal Code for the purposes of amending Chapter 15.08.040.B.3.b.(i) eliminating differential residential development standards for garages within the Turner Tract Overlay Zone.

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:

Per UDC adoption stipulation (see quoted section above); also per W.S. 15-1-5 (Cities – Planning), W.S. 15-1-6 (Cities – Zoning), W.S. 34-12 (Platting and Dedication), and related statutes.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$635.00	Application & Sign Fee
Grants for Projects		
Loans on Project		
Other		
Total	$635.00	

Responsible Staff:

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

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

Attachments: Legal Ad

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	June 21, 2016
Pub. Hearing Advertised	June 4, 2016
Introduction/1st Reading	June 7, 2016
2nd Reading	June 21, 2016
3rd Reading	July 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 June 21, 2016 in the City Council Chambers, Laramie City Hall, 406 Ivinson Avenue, Laramie, WY, to take public comments following:

- TA-16-04: Submitted by Grand View Heights (John Edwards), requesting a Text Amendment to allow for changes to 15.08.040.B.3.b.(i) which would modify the requirements for the location of front loading garages in the Turner Tract.

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.

Publish: June 4, 2016

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

AFFIDAVIT REQUIRED; PLEASE SEND TO ABOVE

1. AGENDA

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

2. Pledge of Allegiance

Mayor Paulekas led the Pledge of Allegiance.

3. Roll Call

Roll call showed present: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, Pearce, and Paulekas. Absent: Vitale.

Staff present: David Derragon, Assistant City Manager; Angie Johnson, City Clerk; Jason Loos, City Attorney; Randy Hunt, Community Development director; and Earl Smith, Public Works Director.

4. PRE-MEETING ITEMS

PROCLAMATIONS & PRESENTATIONS

4.A.i. PROCLAMATION: Laramie Youth Council Recognition

4.A.ii. PROCLAMATION: Bike to Work Day, June 22, 2016

4.B. PUBLIC HEARING

4.B.i. PUBLIC HEARING: Ordinance 1943, adoption of International Fire Code 2016

4.C. ANNOUNCEMENTS

5. Disclosures by City Council Members

None.

6. Consideration of Changes in Agenda and Setting the Agenda

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

MOTION CARRIED by voice vote.

7. Approval of Consent Agenda

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

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, Pearce, and Paulekas. Nays: Hanson and Weaver on 8D. Absent: Vitale. MOTION CARRIED.

8. CONSENT AGENDA

8.A. MINUTES: City Council Meetings
Action: that Council approve the Minutes of the City Council Regular Meeting of May 17, 2016, the Special Meeting of May 24, 2016, and have them placed on file for public inspection.

8.B. CEMETERY DEEDS: For May 16-31, 2016
Action: that the Cemetery Deeds for May 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.

8.C. VOUCHERS: May 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 June. These expenditures are to be paid subject to audit by the City of Laramie Finance Department.

8.D. LICENSE: Renewal of Pawnbroker License for Mister Money.
Action: to approve the Renewal of Pawnbroker License for FCFS Co., Inc. dba Mister Money, 570 N 3rd St., Laramie, WY, for the term of one year, from June 19, 2016 to June 18, 2017, and authorize the Mayor and City Clerk to sign.

8.E. RESOLUTION 2016-39: Designating June 11, 2016 as Arbor Day for the City of Laramie.
Action: that City Council approve Resolution 2016-39, designating June 11, 2016 as Arbor Day for the City of Laramie and authorize the Mayor and Clerk to sign.

8.F. ORDINANCE: Original Ordinance No. 1945, amending Section 2.04.010, and to delete Sections 2.04.020, 2.04.030, 2.04.070, 2.04.080, 2.04.090, 2.04.100, 2.04.110, 2.04.120, 2.04.130, 2.04.140, 2.04.150, 2.04.170, 2.04.180, 2.04.190, 2.04.210, 2.04.220, and 2.04.230 of the Laramie Municipal Code. Third and Final Reading. (Introduced by Pearce)
Action: to approve Original Ordinance No. 1945 on Third and Final Reading and authorize the Mayor and Clerk to sign.

8.G. ORDINANCE: Original Ordinance No. 1944, enacting Chapter 10.13, of the Laramie Municipal Code. Third and Final Reading. (Introduced by Henry)
Action: to approve Original Ordinance No. 1944 on third and final reading and authorize the Mayor and Clerk to sign.

8.H. AGREEMENT: Wastewater Treatment Plant SCADA Project

Action: that Council award the Professional Services Agreement for the Wastewater Treatment Plant SCADA project to Innovative SCADA in the amount of $93,995.00 together with a contingency of $5,505.00 for a total not to exceed $99,500.00 and authorize the Mayor and Clerk to sign the Agreement.

8.I. CONTRACT: Amendment Number 1 to contract for professional aerial application services for the 2015/2016 mosquito control seasons.
Action: move that City Council approve Amendment Number 1 to the 2015-16 contract between the City of Laramie and Vector Disease Control Incorporated (VDCI) of Little Rock, AR and authorize the Mayor and Clerk to sign.

8.J. ORDINANCE: Original Ordinance No.1943, Adoption of the 2015 International Fire Code. Third and Final Reading. (Introduced by Shumway)
Action: that council approves the Third and Final Reading of Original Ordinance No. 1943, adoption of the 2015 International Fire Code (IFC) and authorize the Mayor and Clerk to sign.

8.K. SCHEDULE MEETINGS
Action: that Council schedule the following meetings:
1. **June 14, 2016, 6:00 pm - PUBLIC HEARING** - Budget Adoption,
2. **June 14, 2016, 6:00 pm - SPECIAL MEETING** - Budget Adoption,
3. **June 21, 2016, 6:30 pm - PUBLIC HEARING** - Text Amendment to modify garage locations in Turner Tract.

9. REGULAR AGENDA

10. Resolution 2016-40, supporting the University of Wyoming's Campus Sustainability Class' application to the League of American Bicyclists on behalf of the City of Laramie to become a "Bicycle Friendly Community."

MOTION BY SUMMERVILLE, seconded by Hanson, that City Council approve Resolution 2016-40 supporting the University of Wyoming's Campus Sustainability Class' application to the League of American Bicyclists on behalf of the City of Laramie to become a "Bicycle Friendly Community.

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

11. Bid Award for Imperial Heights Park Development Phase I & II to Sweckard Excavation, Inc. of Laramie, WY, $338,745.00.

MOTION BY WEAVER, seconded by Henry, that Phase I & II to Sweckard Excavation, Inc. of Laramie, WY in the amount of $331,400.00 plus a contingency of $7,345.00 for a total not to exceed amount of $338,745.00, to approve the contract therefore, and authorize the Mayor and Clerk to sign.

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

12. Original Ordinance No. 1946, amending Title 15 of Laramie Municipal Code for the purposes of amending Chapter 15.08.040.B.3.b.(i) to allow for residential garages within the Turner Tract to follow development standards found within the rest of the community. Introductions and First Reading.

MOTION BY SHUSTER, seconded by Henry, that that deny Original Ordinance No. 1946 on first reading as recommended by the Planning Commission, that would amend Chapter 15.08.040.B.3.b.(i) – Turner Tract Overlay – Development Standards of the Unified Development Code, based on finding of fact and conclusions of law; specifically finding that it does not conform to the Turner Tract Plan.

Council recessed at 8:05 p.m.

Council reconvened at 8:16 p.m.

MOTION BY HENRY, seconded by Pearce, that Council amend the motion to read approve Original Ordinance No. 1946, based on the fact that the ordinance conforms to the Turner Tract Overlay.

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

Roll call ON MAIN MOTION AS AMENDED showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, Pearce, and Paulekas. Nays: None. Absent: Vitale. MOTION CARRIED.

13. Coughlin Pole Mountain, 3rd Addition, 8th Filing Subdivision Final Plat.

MOTION BY SHUSTER, seconded by Henry, that Council approve the Coughlin Pole Mountain 3rd Addition 8th Filing, Final Plat, based on findings of fact and conclusions of law; acknowledge receipt of the financial security and the Subdivision Security and Improvement Deferral Acknowledgment form; and authorize the Mayor and Clerk to sign the plat.

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

14. Resolution 2016-41, adopting a new Planning, Zoning and Engineering Fee Schedule to include modifications to fees as reflected in Attachment A.

MOTION BY HENRY, seconded by Pearce, that approve City Council Resolution 2016-41, adopting a new Planning, Zoning and Engineering Fee Schedule to include modification to fees as reflected in Attachment A, and to authorize the Mayor and Clerk to sign the Resolution.

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

15. Consideration of Purchase Option Agreement between the City of Laramie and Laramie County Community College.

MOTION BY WEAVER, seconded by Shumway, that Council consider the Purchase Option Agreement between the City of Laramie and Laramie County Community College.

MOTION BY WEAVER, seconded by Shumway, that Council postpone consideration of the Purchase Option Agreement between the City of Laramie and Laramie County Community College for Lots 6-11, Block 2, Turner Tract Addition to the next Regular Meeting of Council on June 21, 2016.

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

16. Resolution 2016-42, to appoint one member to the Laramie Advisory Commission on Disabilities.

MOTION BY HANSON, seconded by Henry, that Council move to approve Resolution 2016-42, to appoint John Polund to the Laramie Advisory Commission on Disabilities, with a term expiring October 31, 2018, (and authorize Mayor and City Clerk to sign).

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

17. Resolution 2016-43, to appoint one member to the Civil Service Commission.

MOTION BY SUMMERVILLE, seconded by Hanson, that that Council move to approve Resolution 2016-43 to appoint Travis Helm to the Civil Service Commission and authorize Mayor and City Clerk to sign.

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

18. Resolution 2016-44, to appoint two members to the Albany County Tourism Board.

MOTION BY PEARCE, seconded by Summerville, that Council move to approve Resolution 2016-44 to appoint Corina Hemsher and Jennifer Peters to the Albany County Tourism Joint Powers Board.

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

19. Consideration of future Council work session topics

None.

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

None.

21. Adjournment

MOTION BY HANSON, seconded by Pearce, that Council adjourn.

MOTION CARRIED by voice vote.

Council adjourned at 8:54 p.m.

Respectfully submitted,

Angie Johnson

City Clerk

LARAMIE CITY COUNCIL
PUBLIC HEARING
Budget
June 14, 2016

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

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

The City Clerk read the notice:

NOTICE IS HEREBY GIVEN that a public hearing on the budget for the City of Laramie, Wyoming, for all funds for the 2016-17 fiscal year ending June 30, 2017 and for the General Fund, Utility Fund, Solid Waste Fund, Recreation Center Fund, and Major Capital Construction Fund for the 2017-2018 fiscal year ending June 30, 2018, which is now being considered by the City Council of said City, will be held Tuesday, June 14, 2016, at 6:00 p.m. in Council Chambers of City Hall, 406 Ivinson, at which time any and all persons interested may appear and be heard respecting such budget.

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

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL SPECIAL MEETING
JUNE 14, 2016

SPECIAL MEETING

Special Meeting of the City Council was called to order by the Mayor at 6:03 p.m.

The City Clerk read the notice:

NOTICE IS HEREBY GIVEN that a Special Meeting of the Laramie City Council will be held Tuesday, June 14, 2016, 6:00 p.m., in Council Chamber of City Hall, 406 Ivinson Street, for the following purpose:

1. Consideration of adoption of 2016-2017 and 2017-2018 City of Laramie Budget Resolution.

Roll Call.

Roll call showed present: Hanson, Henry, Shumway, Shuster, Summerville, Pearce, and Paulekas. Absent: Vitale and Weaver. Weaver entered at 6:07 p.m.

1. Consideration of adoption of 2016-2017 and 2017-2018 City of Laramie Budget Resolution.

Motion by Pearce, seconded by Shumway, that Council pass Resolution 2016-45, making appropriations and authorizing expenditure of funds to cover expenditures of the City of Laramie, Wyoming for all funds for the fiscal year of July 1, 2016 to June 30, 2017 and for the General Fund, Utility Fund, Recreation Center Fund, Solid Waste Fund, and Major Capital Construction Fund for the fiscal year of July 1, 2017 to June 30, 2018, and authorize the Mayor and City Clerk to sign. .

Weaver entered at 6:07 p.m.

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

2. Adjournment

MOTION BY HANSON, seconded by Pearce, that Council adjourn from the Special Meeting.

MOTION CARRIED by voice vote.

Council adjourned at 6:23 p.m.

Respectfully submitted,

Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

Agenda Item: Minutes

Title: Minutes of the May 18, 2016 Parks, Tree and Recreation Advisory Board

Recommended Council MOTION:

1. I move that Council acknowledge receipt of the Minutes from the May 18, 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 April 13, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. 2) To approve the Adopt A Park Agreement with Naughty Pines Derby Dames at Harbon Park. 3) To approve the acceptance of a grant in the amount of $500 from Rocky Mountain Power for purchase trees for the Arbor Day Celebration. 4) To approve the Arbor Day Resolution and forward to City Council for approval. 5) To approve the invoice to Laramie Rotary Clubs for the request of $2,000 to replenish the Shawver Tree Fund account. 6) Supporting the MOU between the City of Laramie and the Rotary Club of Laramie and the Laramie Sunrise Rotary Club outlining the details related to permanently renaming Optimist Park to Rotary Park. 7) Presentation from Leadership Laramie addressing the redevelopment of the Boswell Park area to include a way finding structure. 8) Consideration of Parks, Tree and Recreation Advisory Board Goals for 2016. 9) Annual Overview of Ice & Event Center Operations as presented by staff.

Administrative or Policy Goal:

Council Goals: Preserve park land, open space, and public trails for future generations. Continue public relations outreach to engage residents in municipal government.

Background:

Minutes from the May 18, 2016 Parks, Tree and Recreation Advisory Board meeting.

Legal/Statutory Authority:

N/A

Budget/Fiscal Information:

N/A

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

Attachments: Minutes from the May 18, 2016 Parks, Tree and Recreation Advisory Board meeting.

CITY OF LARAMIE
PARKS, TREE & RECREATION ADVISORY BOARD
May 18, 2016
Minutes of Meeting

MEMBERS PRESENT: Marius Favret, Jacque Stonum, Larry Foianini, Helen Coates, Chris Dixon, Dave Hammond, Steve Ropp
MEMBERS NOT PRESENT: Amy Williamson
COUNCIL LIASON: Paul Weaver
GUESTS: Jan Lawrence, Gustave Anderson, Lawrence Struempf, Dean Twitchell, Jo Korpitz, Bruce King, Dave Mullens, Sara Haugen
CITY STAFF PRESENT: Todd Feezer, Parks & Recreation Director; Jodi Guerin, Recreation Manager; Keith Wardlaw, Parks/Mosquito Crew Supervisor; Devin Garcia, Ice and Events Coordinator; Inez Wildenborg, Administrative Coordinator

The regular meeting was called to order by Madam Chair Stonum at 6:38 pm.

Consent Agenda:

1. To approve the minutes from the April 13, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (Feezer, pages 2-3)
2. To approve the Adopt A Park Agreement with Naughty Pines Derby Dames at Harbon Park (Feezer, pages 4-6)
3. To approve the acceptance of a grant in the amount of $500 from Rocky Mountain Power for purchase trees for the Arbor Day Celebration (Overstreet, pages 7-10)
4. To approve the Arbor Day Resolution and forward to City Council for approval (Overstreet, page 11-12)
5. To approve the invoice to Laramie Rotary Clubs for the request of $2,000 to replenish the Shawver Tree Fund account (Overstreet, page 13-14)

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. Motion carried 6-0.

Regular Agenda:

1. **MOU between the City of Laramie and the Rotary Club of Laramie and the Laramie Sunrise Rotary Club outlining the details related to permanently renaming Optimist Park to Rotary Park. (Feezer, pages 15-41)**

Questions were asked and discussion was made.

Motion by Favret, seconded by Coates, that the Parks, Tree & Recreation Advisory Board approve the Memorandum of Understanding between the City of Laramie and Laramie's two Rotary Clubs related to Optimist Park and forward to City Council for approval and Mayor's signature. Motion failed 1-6.

2. **Presentation from Leadership Laramie addressing the redevelopment of the Boswell Park area to include a way finding structure.**

Presentation discussed the idea presented by Leadership Laramie to provide for improvements and a way finding structure at Boswell Park.

Motion by Hammond, seconded by Favret, that the Parks, Tree & Recreation Advisory Board direct staff to develop a resolution supporting Leadership Laramie and forward to City Council for approval. Motion carried 7-0.

3. **Consideration of Parks, Tree and Recreation Advisory Board Goals for 2016.**

Motion by Hammond, seconded by Coates that the Parks, Tree & Recreation Advisory Board approve the 2016 Goals and incorporate them into the operations of the board until replaced by future board actions. Motion carried 7-0.

4. **Annual Overview of Ice & Event Center Operations as presented by staff.**

Presentation discussed annual cost recovery, operations, performance, revenue, expenses, and future growth.

Staff Reports FYI:

- Feezer presented the Facilities Division staff report to the Board.
- Wardlaw presented the Parks Division staff report to the Board
- Guerin presented the Recreation Division staff report to the Board.

Upcoming Items:

PT&R Board interviews to take place on Friday, May 20 at 4:00pm.
Director Feezer to write a policy on park naming process guidelines.

Other Business:

None at this time.

Advisory Board Open Items:

*Next Regular Meeting Date: Wednesday, June 8, 2016 at 6:30pm

Public Comments:
None

Meeting adjourned at 8:36pm.

Respectfully Submitted,

Inez Wildenborg

Inez Wildenborg
Administrative Coordinator
Parks and Recreation, City of Laramie

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

Agenda Item: Memorandum of Understanding

Title: Consideration to enter into a memorandum of understanding with the Albany County Attorney's Office for Crime Victim Witness services in Laramie Municipal Court.

Recommended Council MOTION:

I move that Council approve a memorandum of understanding between the City of Laramie and the Albany County Attorney's Office for Crime Victim Witness services in Laramie Municipal Court, and authorize an expenditure of $9,000.00 pursuant to the MOU and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

This MOU will ensure that victims and witnesses associated with crimes prosecuted through Laramie Municipal Court will continue to receive services by the Crime Victim Witness program.

Background:

In the early 1990s the City and County cooperated in forming a Crime Victim Witness (CVW) program. The purpose of a CVW program is to provide services to the victims of crime. These services include working with the Court of jurisdiction on ordering restitution when applicable, assisting the victim of a crime for when court hearings are scheduled, and what will happen with their case. Additionally, the CVW program helps schedule witnesses, assists them in how to testify. The services the CVW program provides are statutorily mandated and there is funding from the Wyoming Department of Victim Services that support the majority of program services.

The program was initially housed by the City, with primary funding coming from the Victims of Crime Act (VOCA). The County supported the program through their outside agency funding program. In about 2000 a decision was made to place the CVW program under the direction of a legislatively allowed Joint Powers Board. VOCA funding continued to support the majority of the program and the City and County provided outside agency funding. The City also committed to providing IT support for connectivity to needed software programs (CAD/RMS, email, and internet). The Joint Powers Board included the Chief of Police, Sheriff, County Attorney, UW Police Chief, and SAFE Executive Director.

In early 2015, when the new County Attorney was elected, the JPB started to have conversations about how the CVW program could be more effective. All of the JPB members agreed that a more effective structure would be to house the program under the County Attorney's Office, which would provide direct oversight of the personnel while still providing CVW services to the Municipal, Circuit, and District Courts. During the last year, the transition has taken place, and on 1 July 2016 the CWV employees will become County employees who work for the County Attorney. The Wyoming Division of Victim Services is supportive of this shift in structure. The VOCA grant for the FY17/18 biennium was written by the County Grant Office and the JPB was notified in April that the grant was awarded. As specified in the MOU, the City will continue to financially support the program at the same approximate level as it has over the past decade through the Community Partners Program, for services provided in the Municipal Court.

BUDGET/FISCAL INFORMATION:

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost		
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount	$9,000.00	General Fund
Contingency		
Total Amount	$9,000.00	

Responsible Staff: Dale A. Stalder, Chief of Police, 721.3552

Attachments: Crime Victim Witness Memorandum of Understanding

_____ City Manager _____ City Attorney _____ **Police Department**

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING BY AND THROUGH THE ALBANY COUNTY ATTORNEY'S OFFICE AND THE CITY OF LARAMIE, WYOMING

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ___ day of June, 2016, by and between the Board of Commissioners of the County of Albany, Wyoming, a body corporate and political subdivision of the State of Wyoming (hereinafter referred to as "County") , by and through the Albany County Attorney's Office (hereinafter referred to as "CAO") whose address is 525 Grand Avenue, Suite 100, Laramie, Wyoming 82070 and the City of Laramie, a Wyoming municipal corporation, (hereinafter referred to as "City") whose address is P.O. Box C, Laramie, Wyoming 82073, and hereinafter collectively referred to as "Parties."

2. **Purpose**. The purpose of this MOU is to establish the terms and conditions under which the Victim/Witness Program of CAO will provide services to victims/witnesses of all crimes charged in City Municipal Court and prosecuted by the City Prosecutor, pursuant to Wyo. Stat. § 1-40-201 through Wyo. Stat § 1-40-210. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this MOU, the parties agree as follows.

3. **Term of Contract**. The term of this MOU from July 1, 2016 through June 31, 2017 unless this MOU is otherwise terminated pursuant to Paragraph 6.05 herein.

4. Payment. City agrees to pay County the sum of nine (9) thousand dollars for services as described in Paragraph 6 herein.

5. **Responsibilities of CAO and City Prosecutor.**

5.01. The Albany County & Prosecuting Attorney shall authorize the Victim/Witness Program of CAO to assign victim/witness coordinators to provide services to City Prosecutor to the extent the request does not entirely deplete the resources of available victim/witness coordinators to respond and provide services to victims/witnesses of crimes charged into the Albany County District Court, Albany County Circuit Court and Albany County Juvenile Court of the Second Judicial District unless specifically authorized to do so by the Albany County & Prosecuting Attorney. The Albany County & Prosecuting Attorney agrees to notify the City Prosecutor of any significant staff changes with the Victim/Witness Program of CAO which results in victim/witness coordinators being unavailable to provide services under this MOU. If the Albany County & Prosecuting Attorney determines that the Victim Witness Program of CAO is unable to provide the assigned victim/witness coordinators as contemplated herein for a substantial period of time, the Parties shall, in good faith, negotiate a resolution.

5.02. Victim/Witness Program of CAO shall determine which victim/witness coordinators will be assigned to a victim/witness of crime~~s~~ charged into the City Municipal Court and prosecuted by the City Prosecutor. The City Prosecutor may consult with the Victim/Witness Program of CAO related to assignment of the coordinators designated herein, however, the Victim/Witness Program of CAO shall have absolute discretion to appoint coordinators to a victim/witness of crime served by the Victim/Witness Program of CAO, as it

determines appropriate. Coordinators with the Victim/Witness Program of CAO who are assigned and performing duties pursuant to this MOU are subject to the direction and control of Albany County & Prosecuting Attorney. Nothing in this MOU shall be interpreted to authorize any coordinator of the Victim/Witness Program of CAO to exercise any power that it is not authorized to exercise.

5.03. City Prosecutor or their staff shall communicate with victim/witness coordinators of Victim/Witness Program of CAO on a regular basis to provide information and updates on criminal cases to assist victim/witness coordinators to provide the services as outlined in Paragraph 6 herein.

5.04. Victim/Witness Program of CAO, its staff and victim/witness coordinators agree to maintain confidentiality as to law enforcement reports received by coordinators of Victim/Witness Program of CAO from LARC Division and any providing agency, except where allowed by law to be disseminated to assist victims of misdemeanor and traffic cases seeking compensation, or in the instance where dissemination of information is detrimental to the investigation, case, or safety of victims and witnesses, as authorized by the City Prosecutor.

5.05. All information or documentation provided to Victim Witness Program of CAO, its staff and victim/witness coordinators by City Prosecutor relating to victim/witness of crimes being served by the Victim/Witness Program of CAO and in the prosecution of the underlying criminal case is confidential and attorney client privileged. Victim/Witness Program of CAO, its staff and victim/witness coordinators agree to maintain the confidentiality and attorney privilege of all information/documentation including email transmissions and verbal communications received by victim/witness coordinators of Victim/Witness Program of CAO from City Prosecutor related to the victim/witness of crimes being served by the Victim/Witness Program of CAO and in the prosecution of the underlying criminal case. Further, Victim/Witness Program of CAO shall be responsible for the internal security and safekeeping of such confidential information. Victim Witness Program, its staff, and victim/witness coordinators may not discuss or disclose any of this confidential information/documentation in any manner at any time with any person not entitled to have access. This shall include but not be limited to: family members, spouse, friends, fellow employees not involved in the case, etc. If at any time there are questions about who may have access to such information Victim/Witness Program of CAO, its staff and victim/witness coordinators shall seek clarification from City Attorney.

5.06. The Albany County & Prosecuting Attorney agrees to provide the City Prosecutor and their staff access to the CAOs case management system (Judicial Dialogue) for the purpose of assisting the Victim/Witness Program of CAO to perform its services as outlined in Paragraph 6 herein.

6. **<u>Services of Victim/Witness Program of CAO</u>**. The victim/witness coordinators of the Victim/Witness Program of CAO shall provide the following services to City Prosecutor:

6.01. Preparation of Victim Impact Statements including determination of restitution, if any, on all cases involving victims of crimes charged in City Municipal Court and filing of Victim Impact Statement with the respective Court.

6.02. Schedule and attend all meetings between City Attorney's Office and victim/witness of crimes being served by Victim/Witness Program of CAO relating to all matters involving the criminal case.

6.03. Notify victim/witness of crimes served by the Victim/Witness Program of CAO of the prosecution process, all Court proceedings and to attend all Court proceedings involving victim/witness of crimes served by the Victim/Witness Program of CAO to ensure that victims'/witness' rights are upheld.

6.04. Serve as the central point of contact for victim/witness of crimes served by the Victim/Witness Program of CAO as to the status of a criminal case and provide logistical information.

6.05. Notify the victim/witness being served by the Victim/Witness Program of CAO of their legal rights under the Victim and Witness Bill of Rights Act as outlined in Wyo. Stat. § 1-40-201 et seq. Specifically, Victim Witness Program agrees to notify victims/witness of crimes served by the Victim Witness Program in writing on behalf of the City Prosecutor about those rights as outlined in Wyo. Stat. § 1-40-203(b) and to assist all victim/witness of crimes served by the Victim/Witness Program of CAO in accordance with applicable Federal and State law, Wyo. Stat. §1-40-201 et seq., and Rules and Regulations of the Division of Victim Services.

6.06. Assist all victim/witness of crimes being served by the Victim/Witness Program of CAO, when applicable, in applying for Crime Victim Compensation.

6.07. Advise and assist victim/witness of crimes being served by the Victim/Witness Program of CAO in registering with the Department of Corrections and/ or the Albany County Sheriff's Office to be notified of post-conviction status for defendants in their case in compliance with Wyo. Stat. §1-40-204.

6.08. Refer, as needed, all victim/witness of crimes being served by the Victim/Witness Program of CAO for community and social services.

6.09. Facilitate the return of evidence of a crime to all victim/witness of crimes being served by the Victim/Witness Program of CAO.

7.0 General Provisions

7.01. **Amendments**. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

7.02. **Applicable Law**. The construction, interpretation and enforcement of this MOU 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 MOU and over the parties, and the venue shall be the Second Judicial District of Albany County, Wyoming.

7.03. **Entirety of MOU**. This MOU, consisting of five (5) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral, including but not limited to that certain.

7.04. **Liability**. Victim/Witness Coordinators acting under this MOU shall be deemed to be acting within the scope of their duties for purposes of the Wyoming Governmental Claims Act and the local government self-insurance program or commercial insurance, Wyo. Stat. §§1-42-101 through 1-42-207. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to assigned Victim/Witness Coordinators while in the performance of their duties under City and/or Victim/Witness Program of CAO shall also apply to them when acting pursuant to this MOU.

7.05. **Termination**. Either party upon thirty (30) day written notice may terminate this MOU, without cause, which notice shall be delivered by hand or by certified mail to the address listed above.

7.06. **Indemnification**. Each party to this MOU shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

7.07 **Severability**. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

7.08. **Sovereign Immunity**. The parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, 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 MOU.

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

7.10. <u>Other Interagency MOUs</u>: All partners to this MOU acknowledge that this MOU does not preclude or preempt each of the agencies individually entering into an MOU with one or more partners to this MOU or other partners outside of this MOU. Such MOUs shall not nullify the force and effect of this MOU.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County has caused this Agreement to be signed and executed in its behalf by its Chairperson, and duly attested by its County Clerk, and 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 the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Dave Paulekas, Mayor and President of the City Council

City Attorney's Office
Approved as to form

_____
Jason Loos, City Attorney

Attest:_____
Sue Morris-Jones, CMC
City Clerk

BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING:
By: _____
Tim Sullivan, Chairperson

Attest:_____
Jackie Gonzales, County Clerk

ALBANY COUNTY ATTORNEY'S OFFICE

By: _____
Peggy A. Trent, Albany County & Prosecuting Attorney

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

LARAMIE 1868	**Agenda Item: Professional Services Agreement** **Title: Professional Services Agreement for the design and major permit amendment for a vertical expansion and water balance closure cover of Stage 1 at the Laramie Landfill**

Recommended Council MOTION:

"I move to award the professional services agreement for the design and major permit amendment for a vertical expansion and water balance closure cover of Stage 1 at the Laramie Landfill to Trihydro Corporation, in the amount of $49,334.00 together with a contingency of $4,933.00 for a total not to exceed $54,267.00 and authorize the Mayor and Clerk to sign the Agreement."

Administrative or Policy Goal:

Administrative Goal: Complete a major permit amendment for the vertical expansion of Stage 1 of construction and demolition waste.

Background:

As discussed in the Solid Waste Division Budget Workshop on May 12, 2016, the Solid Waste Division has been assessing the viability of a vertical expansion and a water balance closure cover on Stage 1 of the Laramie Landfill to help extend the life of the landfill and reduce long term costs.

A vertical expansion on Stage 1 is intended to be for Construction and Demolition (C&D) materials only. Stage 1 is the unlined portion of the landfill and is expected to be full within 3-4 years. The vertical expansion will extend the life of Stage 1 an additional 30-40 years and in turn extending the life of the lined cells due to the C&D waste being diverted to Stage 1.

The Water Balance Closure Cover (WBC) is an approved alternative to a geomembrane closure cover. The WBC is just as effective, has less maintenance issues, and is about half the cost to install when on-site soil and vegetation meet specifications. Trihydro Corporation was contracted last year to complete a soil and vegetation survey at the Laramie Landfill to see if on-site materials meet these specifications. The soil survey is complete and the vegetation survey is nearly completed. All preliminary results show that a WBC is a viable option for Stage 1 of the Laramie Landfill.

Solid Waste Staff has had discussions with WYDEQ regarding the vertical expansion and the WBC and they are aware we may be submitting a major permit amendment within the next budget year.

As Trihydro Corporation is wrapping up the vegetation survey we would like to be prepared to move forward with the next phase of this project beginning July 1, 2016.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

There is $60,000 budgeted in FY 17 for this project.

REVENUE

Source	Amount	Type
Fees/Charges for Service	$60,000.00	Landfill Disposal Fees
Grants for Projects		
Loans on Project		
Other		
Total	$60,000.00	

EXPENSE

Proposed Project Cost.

Project Budget		Amount	Funds
Project Cost		$49,334.00	Consultants Proposed Fee
Loans on Project			
Grants for Project			
Other/Outside Projects			
City's Amount		$49,334.00	
Contingency	10%	$4,933.00	
Total Amount		$54,267.00	

Responsible Staff:

Earl Smith, P.E., Director of Public Works
Brooks Webb, Solid Waste Manager

Attachments:
Trihydro Contract Landfill Stage 1 Permit

CONTRACT BETWEEN
CITY OF LARAMIE, WYOMING AND
TRIHYDRO CORPORATION

1. Parties. This Contract is made and entered into this 1st day of July, 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 Trihydro Corporation, (hereinafter referred to as "Contractor"), whose address is 1252 Commerce Drive, Laramie, Wyoming 82070.

2. Purpose of Contract. The purpose of this Contract is for Contractor to perform the project management, design and permitting of the Vertical Expansion and Water Balance Cover Demonstration of Stage 1 at the Laramie Landfill. 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 June 30, 2017. 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 services as more fully described in Attachment A, which is attached hereto and incorporated herein. The total payment under this Contract shall not exceed forty nine thousand three hundred and thirty three dollars ($49,334.00). Payment shall be payable to Contractor upon receipt of the invoice for the services herein and the completion of this Contract. The payment shall cover the cost for those services to be provided by Contractor as outlined in Paragraph 5 herein.

5. Responsibilities of Contractor. The services to be provided by Contractor is as outlined in Attachment A.

6. General Provisions.

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

B. 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.

C. **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.

D. **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.

E. **Entirety of Contract.** This Contract, consisting of nine (9) pages, including Attachment A, entitled Cost Estimate-Major Permit Amendment consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

F. **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.

G. **Force Majeure**. 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, 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.

H. **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.

I. **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.

J. 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.

K. 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.

L. 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.

M. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

N. Insurance. The Contractor shall maintain the following insurance:

(i) 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.

(ii). 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.

(iii). 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.

(iv). **Coverage**. All polices 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.

(v). **Additional Insured**. All insurance policies required by this Contract, except workers' compensation, shall name City as an additional insured, and shall contain a waiver of subrogation against City, its agents and employees. Contractor shall provide, upon request a copy of an endorsement providing this coverage.

(vi). **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.

(vii). **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.

(viii). **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.

O. **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.

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

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

R. **<u>Waiver</u>**. 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.

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 or City Manager, 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 and President of the
City Council

Attest:_____
Angie Johnson
City Clerk

CONTRACTOR: Trihydro Corporation

_____

By:_____

Attest:_____
Witness

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

Agenda Item: Agreement

Title: Agreement of Acceptance from the Wyoming Department of Transportation for Huron Street.

Recommended Council MOTION:

Move to approve the Agreement of Acceptance from the Wyoming Department of Transportation (WYDOT) for Huron Street and authorize the Mayor and Clerk to sign the Agreement.

Administrative or Policy Goal:

Complete an administrative step requested by WYDOT associated with the platting of land in conjunction with the Timberline Business Park Plat.

Background:

On May 17, 2016 the Laramie City Council approved the Timberline Business Park Preliminary Plat. In conjunction with the approval of the Preliminary Plat the City Council also declined a portion of land being offered by WYDOT as well as accepted a portion of land being offered by WYDOT, which is known as Huron Street.

This Agreement will complete an administrative step requested by WYDOT and will allow the future plats associated with Timberline Business Park Preliminary Plats to move forward.

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	
Pub. Hearing Advertised	
Introduction/1st Reading	June 21, 2016
2nd Reading	
3rd Reading	

Attachments: Agreement of Acceptance

AGREEMENT OF ACCEPTANCE

WHEREAS, Transportation Commission of Wyoming, has released all interest to the City of Laramie, Wyoming for a certain portion of Huron Street right-of-way held by Quitclaim Deed. This is evidenced by that certain Quitclaim Deed filed for record 467395, in Book 112 of Photos at Page 534 of the Albany County Clerk's office.

Said portion of highway right-of-way being more particularly described as follows:

A parcel of land being a portion of the exception as described in Document 2005-4548, as recorded at the Albany County Clerk Office, Laramie, Wyoming located in the South 1/2 of Section 9, T.15N., R.73W., of the 6th P.M., Albany County, Wyoming

Beginning at the S1/4 corner of said Section 9, being a 18" x 17" x 16" stone found, thence along the south line of said Section 9, S.88° 23' 07" E. a distance of 1716.59 feet to the southeast corner of said exception, said point being monumented by a 1 1/2" aluminum cap;

thence along the east line of said exception, also being the southwesterly right of way of the Union Pacific Railroad, N.35° 35' 45" W. a distance of 180.97 feet to a set #5 rebar and 2" aluminum cap stamped #PE/LS 9329 (hereafter referred to as a set cap);

thence S.49° 36' 45" W. a distance of 125.72 feet to a set cap;

thence N.88° 23' 07" W. a distance of 1,425.03 feet to a set cap;

thence N. 78° 05' 56" W. a distance of 224.01 feet to a set cap;

thence N. 88° 23' 06" W. a distance of 1,214.78 feet to a point on the east Right of Way of U.S. Highway 287, being a point on a non-tangent curve concave westerly, having a radius of 5,904.58 feet and a line tangent to said curve bears S. 06° 40' 35" W. being a set cap;

thence southerly along said curve through a central angle of 00° 58' 30", arc length of 100.47 feet, (chord bearing S. 07° 09' 50" W 100.47 feet) to a point on the south line of Section 9, being a highway monument;

thence S. 88° 23' 06" E. along said line, a distance of 1,356.21 feet to the point of beginning.

Said parcel of land contains 5.57 acres, more or less.

(THIS SPACE IS INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS)

NOW, THEREFORE BE IT RESOLVED, by the City of Laramie, that upon release of said and described interest by the Transportation Commission of Wyoming, the City of Laramie is in acceptance and receipt thereof.

In Witness whereof, this Agreement is accepted by the City of Laramie, Wyoming, this _____ day of _____, 2016, to-wit:

City of Laramie, Wyoming

_____
David A. Paulekas, Mayor for the City of Laramie

ATTEST:

_____
Angie Johnson, City Clerk, City of Laramie

ACKNOWLEDGMENT

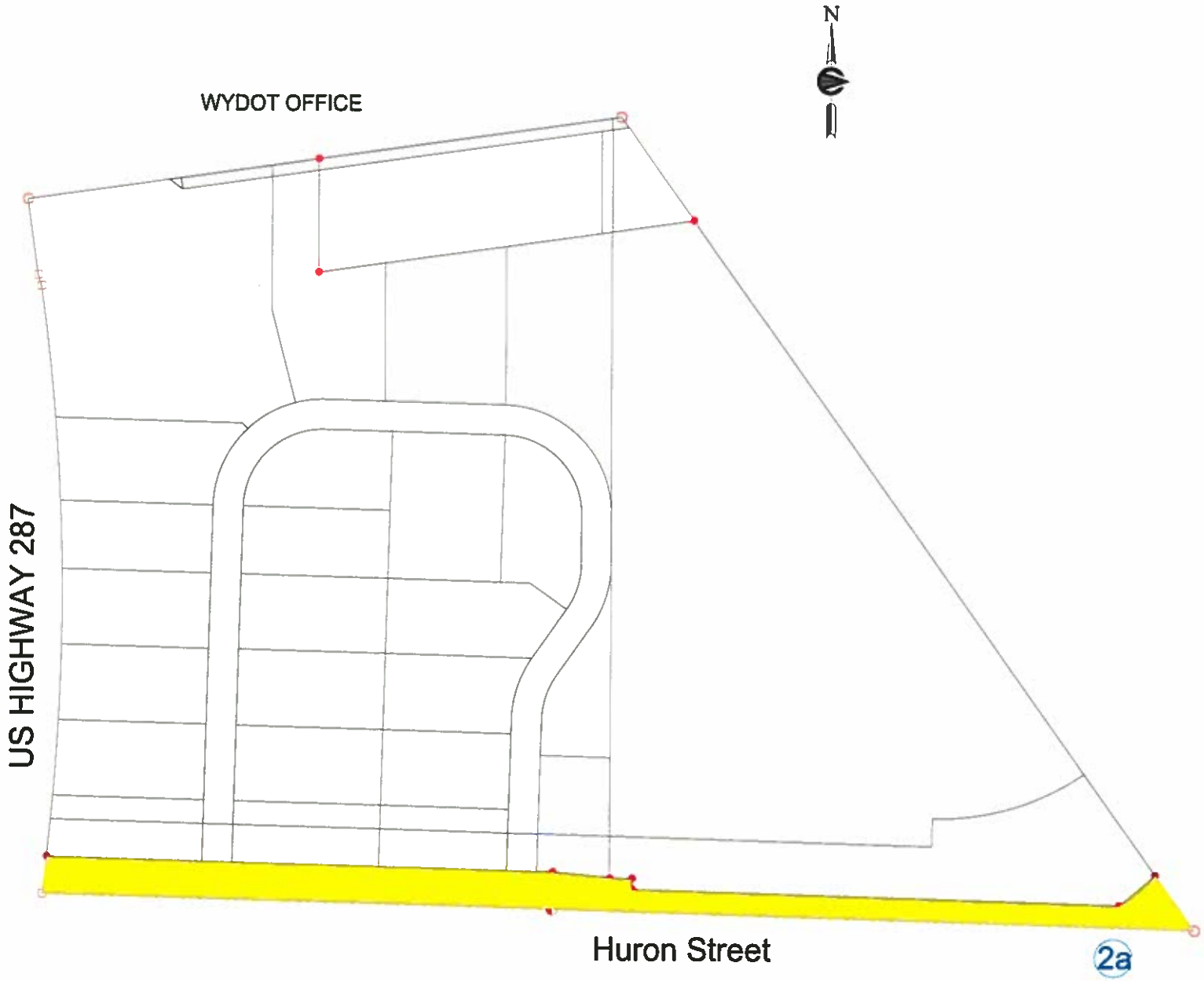
THE STATE OF WYOMING
§
COUNTY OF ALBANY

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,

By_____David A. Paulekas, Mayor of the City of Laramie, Wyoming.

Witness my hand and official seal.
My commission expires

_____
NOTARY PUBLIC


N
WYDOT OFFICE
US HIGHWAY 287
Huron Street
2a

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING June 8, 2016

LARAMIE 1868	**Agenda Item:** Administration Resolution **Title:** Sponsorship of the Friends of Community Recreation Events

Recommended Board MOTION:

I move to approve Resolution 2016- authorizing co-sponsorship of the Friends of Community Recreation Family Duathlon, Zombie Run and an Indoor 5k allowing for the use of associated shelters and facilities for these fundraising events and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Municipal Code 2.28.070: The board shall review and make recommendations to the city council for fees and charges for parks and recreation programs and facility uses.

Background:

The Friends of Community Recreation is a non-profit organization established in 1988 to support the construction of a recreation center for the Laramie Community. When the Laramie Community Recreation Center was complete in 2004, the "Friends" became an organization focused on raising funds to help organizations and citizens access the recreation center no matter what their financial circumstance.

In 2014, the Friends organized their first annual Zombie 5k event which proved very popular with the community. The Race had 99 participants who participated as either a runner or Zombie. The runners wore a flag belt, similar to that worn by flag football players. The runners began the course in one direction and the Zombies began the race minutes later in the opposite direction and attempted to pull the flags off the runners. There were prizes for costumes, flags pulled, and race times. The event was a success raising $1200 for the FCR group.

The money raised by this group is a great help to our community by providing activity scholarships to local underprivileged children.

This year, the Friends are organizing a Family Duathlon to be held in August, the annual Zombie Run to be held in October and an Indoor 5k to be hosted in December. They have requested that the City consider co-sponsoring this activity by authorizing the use of associated facilities at no charge.

These events have goals that are complimentary to the efforts of the Laramie Community Recreation Center and the Parks and Recreation Department in general and staff recommends approval.

Responsible Staff:
Jodi Guerin, Recreation Manager, 721-5259, jguerin@cityoflaramie.org

Attachments: Resolution for Council

RESOLUTION NO. 2016- ____

A RESOLUTION AUTHORIZING SPONSORSHIP OF THE FRIENDS OF COMMUNITY RECREATION EVENTS TO BE HELD IN FY2017 AND ALLOWING FOR THE USE OF ASSOCIATED FACILTIES DUIRNG THE EVENTS

WHEREAS, fees for park shelters throughout the City are set by ordinance and authorized by City Council, and;

WHEREAS, the City has received a request to authorize the use of facilities for various events by the Friends of Community Recreation, and;

WHEREAS, the Friends of Community Recreation is a non-profit organization that raises funds to provide scholarship funds for economically challenged members of the community to access recreation facilities in the City of Laramie, and;

WHEREAS, the Family Duathlon, Zombie 5k and Indoor 5k are fundraising efforts that will use park shelters and the Laramie Community Recreation Center as a home base for the events, with participants using the greenbelt trail, streets and indoor walking/running track at the recreation center for the events, and;

WHEREAS, City sponsorship of the Family Duathlon, Zombie 5k and Indoor 5k will also enable the "Friends" to utilize Wyoming Association of Risk Management to insure the event;

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 approves the Resolution authorizing the sponsorship of the Friends of Community Recreation events to be held in 2016.

PASSED AND APPROVED this ___ Day of _____, 2016.

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

Attest:

_____
Angie Johnson, City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

Agenda Item: Resolution

Title: Resolution: Providing sponsorship of Freedom has a Birthday community event.

Recommended Council MOTION:

I move to approve Resolution 2016- authorizing co-sponsorship of the Freedom has a Birthday community event allowing for the use of associated shelters and facilities for this event and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Council Goals: Preserve park land, open space, and public trails for future generations. Continue public relations outreach to engage residents in municipal government.

Background:

The Freedom Has a Birthday event has been supported in part by the City of Laramie, Parks & Recreation Department and is held annually on July 4 at Washington Park. This community event provides for significant community interaction and community pride.

This event has goals that are complimentary to the efforts of the Laramie Community Recreation Center and the Parks and Recreation Department in general and staff recommends approval.

Legal/Statutory Authority:

Municipal Code 2.28.070: The board shall review and make recommendations to the city council for fees and charges for parks and recreation programs and facility uses.

Budget/Fiscal Information:

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

Attachments: 2016 FHAB Event Sponsor Resolution

_____ City Manager _____ City Attorney _____ Choose an item.

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING SPONSORSHIP OF THE FREEDOM HAS A BIRTHDAY EVENT TO BE HELD ON JULY 4, 2016 AND ALLOWING FOR THE USE OF ASSOCIATED PARKS, FACILTIES AND EQUIPMENT DUIRNG THE EVENTS

WHEREAS, fees for park shelters throughout the City are set by ordinance and authorized by City Council, and;

WHEREAS, the City has received a request to authorize the use of facilities for various events by the Freedom Has a Birthday Committee, and;

WHEREAS, the Freedom Has a Birthday Committee is a non-profit organization that provides for the operation of a valuable community event for the residents of the City of Laramie, and;

WHEREAS, the Freedom Has a Birthday event will use park shelters, facilities and equipment at Washington Park as a home base for the event, with participants using the parks, facilities and surrounding streets for the event, and;

WHEREAS, City sponsorship of the Freedom Has a Birthday event will also enable the event to utilize Wyoming Association of Risk Management to insure the event;

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 approves the Resolution authorizing the sponsorship of the Freedom Has a Birthday event to be held on July 4, 2016.

PASSED AND APPROVED this ___ Day of _____, 2016.

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

Attest:

_____
Angie Johnson, City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

LARAMIE 1868	**Agenda Item:** Resolution **Title:** Resolution 2016-___, extending Mobile Home Park and Recreational Vehicle Park licenses through June 30, 2017.

Recommended Council MOTION:

Move to **approve** City Council Resolution 2016-___, regarding Mobile Home Park and Recreational Vehicle Park licenses and authorize the Mayor and Clerk to sign the Resolution.

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:

On December 4, 2012 the City Council extended all active mobile home park and recreational vehicle park licenses through June 30, 2013 and directed staff to reevaluate the existing process and propose changes for Planning Commission recommendation and City Council consideration. During this time staff drafted Original Ordinance 1874. On June 4, 2013 the Ordinance was postponed to August 20, 2013, to allow time for citizens to provide additional input and for staff to develop potential amendments.

On May 20, 2014, at staff's request, the City Council denied without prejudice Original Ordinance No. 1874 on second reading and directed staff to draft a new ordinance following completion of the Housing Study.

After denial staff became aware that not all manufactured home parks renewed their 2011 – 2012 licenses. On June 17, 2014 the City Council approved Resolution 2014-40 retroactively extending 2010-2011 licenses through June 30, 2015 so all parks are licensed and will have a common baseline when, and if, new rules and procedures are adopted after completion of the Housing Study.

The Housing Study was adopted by the City Council on May 5, 2015 (Resolution 2015-35). The Planning Commission will consider proposed amendments to the Licensing process at their June 22nd meeting and forward a recommendation onto Council, tentatively on the July 21st Council agenda.

With proposed amendments anticipated to be adopted in upcoming months, staff requests that the Council again retroactively extend the 2010-2011 licenses through June 30, 2017 to allow additional time the City Council to consider amendments to the Licensing requirements.

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

Responsible Staff:

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

Charles W. Bloom AICP, Principal Planner, 721-5232

Work Session	
Advertised	
Public Hearing (PH) Held	
PH Advertised	
Introduction/1st Reading	6/21/2016
2nd Reading	
3rd Reading	

Attachment: City Council Resolution No. 2016-___

CITY COUNCIL RESOLUTION NO: 2016-__

RESOLUTION RETROACTIVELY EXTENDING MOBILE HOME PARK RECREATIONAL VEHICLE PARK LICENSES THROUGH JUNE 30, 2017 TO ALLOW CITY STAFF TO ALLOW CONTINUED REVIEW THE MOBILE HOME COMMUNITY, MANUFACTURED HOME COMMUNITY, TRAVEL TRAILER PARK, RECREATIONAL VEHICLE PARK AND CAMPGROUND LICENSE PROCESSES AND REQUIREMENTS

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, the purpose of LMC § 15.24.050 is to protect and promote the public health, convenience, safety and welfare and to preserve the appropriate character of each area within the sound principles of the comprehensive plan, it is necessary to provide for the licensing, regulation, permits and fees for the locations and operation of mobile home communities, manufactured home communities, travel trailer parks, recreational vehicle parks and campgrounds within the city,

WHEREAS, the Community Development Department has issued twenty-four (24) 2010-2011 mobile home community licenses, zero (0) manufactured home community licenses, zero (0) travel trailer park licenses, one (1) recreational vehicle parks licenses and zero (0) campground licenses;

WHEREAS, the Community Development Department has recognized that license procedures for mobile home communities, manufactured home communities, travel trailer parks, recreational vehicle parks and campgrounds need to be modified to reflect economic conditions, vision for the community, frequent difficulty in implementing or enforcing specific standards; and to protect and promote the public health, convenience, safety and welfare of the residents;

WHEREAS, LMC § 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 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 December 4, 2012 the City Council approved Resolution 2012-70 extending all issued 2011-2012 mobile home park and recreational vehicle park licenses through June 2013 to allow the City Council to amend the license process and directed staff to review and propose appropriate amendments to LMC § 15.24.050, § 15.14.140, § 15.14.150 and § 15.14.160, and present the proposed amendments to the Laramie Planning Commission for review and recommendation to the City Council.

WHEREAS, on June 4, 2013 the City Council approved Resolution 2013-45 extending all issued 2011-2012 mobile home park and recreational vehicle park licenses through June 2013 to allow the City Council to amend the license process and directed staff to review and propose appropriate amendments to LMC §

15.24.050, § 15.14.140, § 15.14.150 and § 15.14.160, and present the proposed amendments to the Laramie Planning Commission for review and recommendation to the City Council.

WHEREAS, on May 20, 2014, the City Council denied without prejudice Original Ordinance No. 1874 on second reading and directed staff to draft a new ordinance following completion of the Housing Study;

WHEREAS, it has come to the attention that not all manufactured home parks renewed their 2011 – 2012 licenses;

WHEREAS, on June 17, 2014 the City Council approved Resolution 2014-40 extending all issued 2011-2012 mobile home park and recreational vehicle park licenses through June 2013 to allow the City Council to amend the license process and directed staff to review and propose appropriate amendments to LMC § 15.24.050, § 15.14.140, § 15.14.150 and § 15.14.160, and present the proposed amendments to the Laramie Planning Commission for review and recommendation to the City Council.

WHEREAS, on April 13, 2015 the Laramie Planning Commission acknowledged the Laramie Housing Study 2030, took public comments, and after duly considering evidence presented as it applies to the study, approved Planning Commission Resolution PC 2015-02 adopting the Laramie Housing Study 2030 in its entirety as an official plan for the City;

WHEREAS, on May 5, 2015 the City Council approved City Council Resolution 2015-35 certifying Planning Commission action regarding the Laramie Housing Study 2030 adopting the Laramie Housing Study 2030 as an official plan for the City;

WHEREAS, on April 13, 2015 the Laramie Planning Commission acknowledged the aforesaid study, took public comments, and after duly considering evidence presented as it applies to the study, approved Planning Commission Resolution PC 2015-02 adopting the Laramie Housing Study 2030 in its entirety as an official plan for the City;

WHEREAS, on May 5, 2015, the Laramie City Council approved Resolution 2015-35 certifying Planning Commission action regarding the Laramie Housing Study 2015 adopting the Laramie Housing Study 2030 as an official plan for the City.

WHEREAS, it is the desire of the Community Development Department for all mobile home parks, recreational vehicle parks and campgrounds to be presently licensed as they were in 2010-2011 to allow additional time the City Council to consider amendments to the licensing requirements.

THEREFORE THE LARAMIE CITY COUNCIL RESOLVES:

Section 1. That the Laramie City Council hereby retroactively extends 2010-2011 applicable Mobile Home Park and Recreational Vehicle Park licenses for the following facilities:

1. B Bar B Court;
2. Blake's Mobile Home Ranch;
3. Blake's Mobile Home Ranch #2;
4. Bottoms Mobile Home Park;
5. Breazeale's Mobile Home Park;
6. Bwest Trailer Park;
7. Frontier Estates Mobile Home Ct;
8. Giese's Mobile Home Park;
9. Kalinay Mobile Home Park;
10. Lee's Mobile Home Park;

11. Milliken Mobile Home Park;
12. Mountain View Estates;
13. N-H Mobile Home Ranch;
14. Nelder’s Trailer Court;
15. Prairie West Estates;
16. Prairie's Edge;
17. Scherer Mobile Home Park;
18. Seven Acres Mobile Home Park;
19. Shirlee's Mobile Home Park;
20. Shuster Trailer Park;
21. Snowy Range Laundry & Estates;
22. Sunny Meadows Village;
23. Taylor Trailer Park; and
24. Westgate Mobile Home Park; and
25. KOA Kampgrounds of America;

through June 30, 2017 to allow additional time the City Council to consider amendments to the licensing requirements.

PASSED, APPROVED AND ADOPTED the 21st day of June, 2016

_____
David A. Paulekas
Mayor and President of the City Council

ATTEST:

_____
Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

LARAMIE 1868	**Agenda Item:** Presentation **Title:** Notice of Calcutta

Recommended Council MOTION:

That City Council acknowledge receipt of the June 7, 2016 Notice of Calcutta Letter from Laramie Jubilee Days to hold a Calcutta on August 4, 2016, at approximately 6:00 p.m., in front of the grand stands at the Albany County Fairgrounds.

Administrative or Policy Goal:

Requirement of Letter of Notice for a Calcutta to City Council 30 days before event fulfills condition of LMC.

Background:

The City Clerk's Office received the Letter of Notice on June 14, 2016.

This event is an activity at the Albany County Fairgrounds which is part of the Albany County. The Pig Wrestling Teams Calcutta will be held August 4, 2016, at approximately 6:00 p.m. in front of the grand stands at the Albany County Fairgrounds. As stated in the notice, the Albany County Fairgrounds Foundation, will be the named charity for the event to receive 20% of proceeds.

Legal/Statutory Authority:

Albany County Fair Association's Letter of Notice to hold a Calcutta wagering event is given to comply with LMC 9.12.090 C 6f:
"The sponsoring organization before conducting the contest or event gives thirty days written notice of the time and place thereof to the City Council and the Council does not pass a resolution objecting thereto."

BUDGET/FISCAL INFORMATION: n/a

REVENUE: $0.00

Responsible Staff:

Angie Johnson, City Clerk

ALBANY COUNTY FAIR

RECEIVED
JUN 14 2016
BY:

June 7, 2016
Laramie City Council
406 Ivinson Ave.
Laramie, WY 82070

Re: Albany County Fair Pig Wrestling Calcutta

Dear City Council Members:

Please consider this letter your written notice of our intention to conduct a Calcutta during the 2016 pig wrestling event of the Albany County Fair. The Calcutta will be held at the Albany County Fair Grounds in front of the grand stands on August 4, 2016 at 6:00pm.

This letter is being written pursuant to City Ordinance 9.12 (c)(6). We are respectfully requesting the city council pass on these matters without further objection. The Calcutta will take place in the state of Wyoming as is required by the ordinance. The rules affecting the contest or requirements for participants will be clearly posted in and about the premises of the Albany County Fairgrounds as well as in the 2016 Albany County Fair Premium Book.

The Albany County Fair Association has determined that the Albany County Fairgrounds Foundation will be the named charity for the event. The total prizes or prize money paid out as a result of the Calcutta will not exceed 80% of the total wages. Our Calcutta will be operated by volunteers; therefore we respectfully request that the Council consider this our written notice that we will be conducting a pig wrestling teams Calcutta on August 4, 2016 at the Albany County Fair Grounds, in front of the grand stand area at 6:00pm.

Thank you,

Jimmi Chatfield

Jimmi Chatfield
Albany county Fair Association

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

Agenda Item: Contract

Title: Consideration to accept a contract with Venture Technologies for the installation of a new 911 telephone system.

Recommended Council MOTION: I move that Council approve a contract with Venture Technologies in the amount of $201,503.54, with a 15% contingency, for a total not to exceed $231,729.07, for the purpose of installing a new 911 telephone system in the Laramie / Albany County Records and Communications (LARC) Division of the Laramie Police Department.

Administrative or Policy Goal: Replacing the existing 911 phone system will ensure that the Laramie Police Department LARC Division Dispatch Unit can deliver the most reliable and advanced 911 service to the citizens of Laramie and Albany County possible.

Background: The Laramie Police Department's existing 911 telephony system was last replaced in 2007. At that time, the system was considered the most advanced unit available. Many changes have taken place in the 911 world since that time, most notably the advancement of Next Generation 911, and our existing system is not capable of supporting the new technological changes in 911. Next Generation 911 (NG911) is advancing technology that is based on an Internet Protocol (IP) based platform. In an NG911 environment many capabilities are available that our current analog platform cannot support. Among these features is text-to-911, which is being deployed in PSAPs across the nation now. Additionally, our system, due to its age, is expensive to cover with a maintenance agreement.

The PD requested funding in FY15 to replace our 911 phone system and Council approved the budget at that time. Due to personnel transitions we did not issue an RFQ until this year.

In February 2016 we issued a Request for Qualifications for an "IP Based Next Generation 911 Telephone System." Proposals were due in March and we had 5 proposals submitted. After reciveing the proposals, a review team made up of Chief Dale A. Stalder, PSAP Administrator Steve Morgan, Dispatch Supervisor Elvera Flores, Community Development Director Randy Hunt, and Assistant City Manager Dave Derragon independently reviewed and scored the proposals. The review team then met and eventually selected Venture Technologies based on their submitted proposal. The cost proposal was then opened and it was determined to be within budget.

Since April, we have been meeting with Venture Tech to finalize the design proposal and final cost estimate. We had a number of decisions to make regarding the design. One option was to build a "stand alone" system or we could connect to a similar system in the region. After discussions with the PSAP Manager for Laramie County Combined Communications Center (LCCCC) we have decided to use a "node structure" for our project. In brief, we will work with LCCCC to tie our two 911 systems together. This design will result in greater redundancy for both PSAPs, it will provide the ability for each PSAP to answer calls in the event of a failure at either location, and it will reduce the cost for the Laramie Police Department to install our system, since we will be using LCCCCs mainframe Consumer Premise Equipment (CPE). Once completed, the system will allow LARC and LCCCC to be the first fully NG capable 911 centers in Wyoming. We will immediately be able to take text to 911 (TT911)

calls as well as be able to have redundant recording capability. As additional NG features become available we will be poised to integrate those capabilities into our 911 center operation.

Included in this project is the build-out of our new emergency dispatch center, located at Fire Station #3 adjacent to the new Emergency Operations Center. Once installed, we will have a fully functional evacuation site.

BUDGET/FISCAL INFORMATION:

EXPENSE

Proposed Project Cost.

Project Budget		Amount	Funds
Project Cost		$201,503.54	E911 Funds
Loans on Project			
Grants for Project			
Other/Outside Projects			
City's Amount		$201,503.54	
Contingency	15%	$30,226.00	
Total Amount		$231,729.54	

Responsible Staff:

Attachments: Venture Technologies Contract
Request for Qualifications

_____ City Manager _____ City Attorney _____ **Police Department**

AGREEMENT FOR SERVICES

This Agreement for Services is between **Venture Technologies Inc.** ("Venture Technologies") and the customer signing below ("Customer"), dated as of the latest signature date ("Effective Date"). The parties also have entered into a mutual nondisclosure agreement dated as of November 2nd, 2015 ("NDA"). The parties may enter into orders or statements of work referencing this agreement (each, an "Order") describing the Venture Technologies services ("Services"). "Agreement" means this Agreement for Services and all Orders. "Affiliate" has the meaning in Rule 405 of the Securities Act of 1933, as amended.

1 TERM: This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Order.

2 PAYMENT

2.1 Invoices: Customer will pay the fees described Venture Technologies "City of Laramie Police Department, Wyoming Price Summary" in Addendum A. Venture Technologies bills recurring fees monthly and non-recurring fees within 30 days of the Order effective date (except as specified in an Order). Invoices may be transmitted electronically and are payable via electronic funds (ACH, EFT or wire transfer) within 30 days of invoice date, without setoff or deduction. Requested Services performed by Venture Technologies before an Order effective date or outside the scope of the Order will be billed at Venture Technologies' then-current rate (except as otherwise specified in an Order). Venture Technologies will apply payments to the oldest outstanding invoice.

2.2 Taxes: Customer will bear all taxes, duties, and other government charges relating to the Services (including interest and penalties), except taxes based on Venture Technologies' income. Any tax exemption must be supported by appropriate documentation.

2.3 Termination: Venture Technologies' pricing is based on fees for the entire Order term. On early termination of an Order (except due to Venture Technologies' default), Customer will pay for Services delivered and outstanding invoices, plus a termination fee equal to recurring fees times the remaining months of the Order term. "Recurring fees" will equal the greater of (a) monthly minimum fees, if any, stated in the Order, or (b) the average monthly fee for the six months before the notice of termination. Venture Technologies has made pricing concessions based on the amount of recurring fees for the term of the Order, and the termination fees are a fair approximation of Venture Technologies' damages, not a penalty.

2.4 Late Payments: Invoices not paid when due will bear interest from the due date at the lower of two percent per month or the highest allowable rate. Customer will pay all reasonable costs of collection (including attorney fees). Venture Technologies may change payment terms or require a deposit upon an adverse change in Customer's financial condition or payment record.

2.5 Disputed Invoices: Customer may withhold only good faith disputed amounts, not to exceed one month's recurring fees for the Service and will pay all other amounts when due. Customer must notify Venture Technologies within 15 days of any disputed invoice, specifying the nature of the dispute. The parties will try in good faith to resolve any disputed invoices within 30 days.

3 CONFIDENTIALITY: The NDA applies to disclosure and use of confidential information exchanged under this Agreement, notwithstanding any expiration of the NDA, and is incorporated herein for this purpose only. Customer agrees that Venture Technologies may (i) use Confidential Information in connection with delivery of Services, and (ii) disclose Confidential Information to public safety personnel and appropriate government agencies as reasonably necessary to deliver emergency calls, data and other Services and to comply with applicable laws, rules and regulations.

4 LIMITED WARRANTY

4.1 Warranty: Venture Technologies warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

4.2 Disclaimer: EXCEPT AS STATED IN THIS SECTION, INTRADO MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4.3 Customer Materials: Customer will provide information reasonably requested by Venture Technologies to perform the Services, including as applicable: telecommunication or cell site specifications; Customer or third party databases; network architectures and diagrams; performance statistics; interfaces and access to Customer systems, including third party systems; routing and network addresses and configurations ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to the Customer Materials; (b) the Customer Materials will be accurate; and (c) Venture Technologies' use of the Customer Materials will not violate the rights of any third party.

5 LIMITATION OF LIABILITY

5.1 Limitation: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL

BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM.

5.2 Application: THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

5.3 Time Limit: ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

6 INDEMNIFICATION

6.1 Infringement: Venture Technologies will (a) defend or settle any third party claim against Customer that the Services infringe any patent issued as of the Order effective date ("IP Claim"); and (b) pay any final judgment or settlement agreed to by Venture Technologies. These obligations will not apply if a claim arises in whole or in part from (1) Customer's alteration of the Services; (2) the Customer Materials or Services based on the Customer Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Venture Technologies; (3) combination of the Services with the Customer Materials or any materials, products or services not provided by Venture Technologies; or (4) any third party products or services. If an IP Claim occurs or Venture Technologies believes may occur, Venture Technologies may (1) obtain the right to continue the Services; (2) modify the Services so they are non-infringing and in compliance with this Agreement; or (3) terminate the Services without liability other than this indemnity obligation. This section describes Customer's exclusive remedy for any infringement claims.

6.2 Venture Technologies Indemnity: Venture Technologies will indemnify, defend and hold harmless Customer, its Affiliates and their officers, directors, employees and agents from third-party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by Venture Technologies' gross negligence or willful misconduct.

6.3 Procedures: The indemnified party will (a) notify the other party of any IP Claim or Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. Notice of an IP Claim must include a claim chart showing how the Services infringe the patent claims. This claim chart will not impact either party's rights or remedies under this Agreement. The indemnifying party may settle any IP Claim or Claim without the indemnified party's consent if the settlement does not affect the rights of the indemnified party. The indemnified party may participate in the defense at its expense.

7 TERMINATION FOR DEFAULT: If either party fails to cure a material default within ten days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the Agreement or applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if Venture Technologies uses good faith efforts to cure.

8 INTELLECTUAL PROPERTY

8.1 Venture Technologies IP: Venture Technologies retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to the Services and any development, enhancement, improvement or derivative works of the Services except for the Customer Materials (collectively, including all intellectual property rights, "Venture Technologies IP"). Venture Technologies grants Customer a non-exclusive, non-transferable license during the term to use the Venture Technologies IP only to the extent required to utilize the Services, subject to this Agreement. Customer receives no other right, title or interest in, to or under Venture Technologies IP. Venture Technologies IP is Venture Technologies' confidential information under the NDA. Customer will cooperate to take such actions reasonably requested to vest ownership of Venture Technologies IP in Venture Technologies.

8.2 Restrictions; Reservation of Rights: Customer will not disclose or allow access to Venture Technologies IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access the Venture Technologies IP and who are bound by law or written agreement to comply with Customer's duties under this Agreement. Neither party will reverse engineer, decompile, disassemble or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

9 ON-SITE SERVICES: For any Services performed on Customer's premises, Customer will (a) provide appropriate facilities, access, furnishings, equipment, software, documentation, passwords and data; (b) maintain adequate security, safety, utilities, and environmental standards; and (c) reimburse Venture Technologies for its reasonable out-of-pocket expenses, including coach class travel, business class lodging, automobile rental, and meals, unless otherwise provided in the Order. While on the other's premises, each party will comply with the other party's written security rules and regulations.

10 INSURANCE: Each party will maintain: (a) Workers' Compensation insurance required by law; (b) employer's

liability insurance with limits of at least $250,000 for each occurrence; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least $250,000 combined single limit for bodily injury and property damage for each occurrence; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least $250,000 combined single limit for bodily injury and property damage for each occurrence; (e) Professional Liability or Errors and Omissions insurance of at least $250,000 for each occurrence; and (f) excess or umbrella liability at a limit of at least $500,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, employer liability, excess or umbrella liability, and automobile liability policies of each party will designate the other party as an Additional Insured. On request, the other party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

11 MISCELLANEOUS

11.1 Force Majeure: Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities or suppliers.

11.2 Independent Contractors; Beneficiaries: The parties are independent contractors. No agency, joint venture or partnership is created under this Agreement. This Agreement benefits Customer and Venture Technologies only; there are no third party beneficiaries, including Customer's customers.

11.3 Interpretation; Conflict; Severability: "Including" means including, without limitation. "Days" means calendar days. If any terms of this Agreement and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. This Agreement may be modified or amended only in a writing signed by the parties.

11.4 Assignment: This Agreement will be binding on the permitted successors and assigns. Neither party may transfer or assign this Agreement without the prior written consent of the other, not to be unreasonably withheld, except that Venture Technologies may assign this Agreement to an Affiliate or to an acquirer of all or part of its business or assets without consent.

11.5 Applicable Law and Remedies: This Agreement is governed by Colorado law, without regard to choice of law principles. Each party consents to personal jurisdiction and exclusive venue in the courts in Denver or Boulder, Colorado, and waives all rights to a jury trial. Injunctive relief will apply to any breach of Section 3 or 8 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule or regulation to the other party, and neither party will object to or interfere with the other party's application of this sentence.

11.6 Compliance with Laws: Each party has or will timely obtain all consents, licenses, permits and certificates required to perform under this Agreement. Each party will comply with laws, rules, regulations and court orders applicable to it or the Services. Venture Technologies may cease or modify the Services or the terms as reasonably required to comply with changes in law. Customer recognizes and agrees to comply with Venture Technologies' Code of Ethical Business Conduct located at www.intrado.com/terms.

11.7 Advertising and Publicity: Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech or publicity, without the other party's prior written consent, except that Venture Technologies may use Customer's name and marks in its customer lists, sales or promotional materials without consent.

11.8 Affiliates; Changes: Services may be provided, in whole or part, by Venture Technologies or its Affiliates. Venture Technologies Communications, Inc. may provide regulated portions of the Services. Venture Technologies may modify or improve Services during the term.

11.9 Notices; Entire Agreement; Survival; Signature: All notices must be in writing and delivered to the address below. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested or when delivered by hand, overnight courier or fax with confirmed receipt. This Agreement constitutes the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property and Miscellaneous will survive termination of this Agreement. This Agreement may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

11.10 Payment Schedule: All hardware, software and licensing will be invoiced upon delivery and payment is due 30 days from the invoice date. All training and services

will be invoiced upon acceptance of the training and services and payment is due 30 days from the invoice date.

CITY OF LARAMIE POLICE DEPARTMENT, WY	**VENTURE TECHNOLOGIES INC.**
Authorized Signature	Authorized Signature
Name	Name
Title Date signed	Title Date signed
Address for Notices: _____ _____ Attn: _____ Fax: _____	**Address for Notices:** 8680 Concord Center Drive Englewood, CO 80112 Attn: RJ Smith Fax: 303-799-3733

VT-Safety First Support Agreement & Pricing for City of Laramie Police Department, Wyoming

VT-Safety First Support Level Agreement

- Includes unlimited Call-In Support to the Venture Technologies Customer Service Center's with access to Intrado Certified/Trained Field Engineer's
- Monthly-Weekly Preventative Maintenance Schedule
- Monthly network reports showing utilization, uptime, and alerts.
- 24x7x365 Web portal access to the VT-Safety First Salesforce Case Management System, which will provide for the logging, status, and resolution to all calls and changes that occur to the network equipment.
- Continual monitoring and alerting of network equipment to identify any problems.
- Contract includes Moves, Adds & Changes to the Platte County VIPER environment.

Exhibit A: Itemized Pricing for System Hardware, Software and Professional Services

City of Laramie
Police Department
620 Plaza Court
P.O. Box C
Laramie, WY 82073

Request for Qualifications

Including Design & Installation Services

For

IP Based Next Generation 9-1-1 Telephone System

Submittal Deadline:

Date: March 18, 2016
Time: 3:00 p.m. local time
Place: City of Laramie Police Department
LARC Division
P.O. Box C
Laramie, WY 82073
(Street Address: 420 Ivinson, Laramie, WY 82070)
Phone: 307-721-5376
Email: smorgan@cityoflaramie.org

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I. NOTICE OF REQUEST FOR QUALIFICATIONS

Next Generation 9-1-1 System Project

The City of Laramie Police Department is seeking qualified vendors to provide design/install services for the installation of a new Next Generation 9-1-1 Telephone System Project, hereafter referred to as "the system". The current 9-1-1 telephone system is a Plant/CML Vesta-Pallas system. The successful vendor will assemble a design team for complete design of the project and will provide pre-installation services during design, and installation. Proposing vendors are encouraged to attend an optional pre-proposal conference held at 1:00 p.m. local time on February 1, 2016 at the LARC conference room, 420 Ivinson St, Laramie, WY 82070 at which time the consultant selection process, project schedule, and the design elements of the project will be discussed. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital installation to staff behaviors, to ensure economic and environmental sustainability. The City encourages submissions that 1) enhance the efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources. 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. Written, sealed proposals must be submitted to the PSAP Administrator's Office, Steven L. Morgan, P.O. Box C, Laramie WY, 82073. Street Address: 420 Ivinson St, Laramie WY 82070 no later than 3:00 p.m. local time on March 18, 2016. Copies of the Request for Qualifications may be obtained by contacting the PSAP Administrator's Office, Steven L. Morgan at 307-721-5376. The City reserves the right to award this project to the vendor that best fits the requirements outlined in the Request for Qualifications. The City reserves the right to waive any informality in any submittal and/or reject all Requests for Proposals, and to accept the Proposal that is in the best interest of the City.

_____

Janine Jordan, City Manager

Publication Dates: January 17, 2016
January 24, 2016

II. INTRODUCTION

The City of Laramie (COL), Police Department is seeking qualified vendors to provide Project Management Services combined with Design & Install Services for the installation of a Next Generation 9-1-1 telephone system project, hereafter referred to as the "NG 9-1-1 system". The successful vendor will put together a team for complete design of the project and will provide pre-installation services, design of new NG 9-1-1 system and installation services. Proposals will include all fees and general conditions for design and installation and will ensure the operation of the current 9-1-1 system throughout the design and installation of the NG 9-1-1 system.

The project is detailed below:

The NG 9-1-1 Telephone System (CPE^2) Project consists of IP Capable Next Generation 9-1-1 System in any of the following configurations:

- "Single site / multi-site geo-diverse" configuration
- "Host/Remote" Configuration
- Proposals which leverage available regional assets will also be considered.

IP Capable shall be defined as: The system, as delivered, must accept traditional E9-1-1 calls (wireline, wireless and fixed VoIP) delivered on "CAMA / IP circuits" across the CenturyLink network using NENA i3 standard SIP signaling with no additional hardware or software required. If IP based signaling is provided by the network, IP to Analog gateway adapters will not be accepted. Native i3 is required directly to the system.

- The system will be used to process, answer and direct all calls placed to 9-1-1 in Albany County, Wyoming.
- The system will support a Primary PSAP site with four (4) operator positions located at 420 Ivinson St, Laramie, WY 82070 and a Backup PSAP site with up to four (4) operator positions located at 2374 W Jefferson St, Laramie, WY 82070

The Project Manager will be required to present a complete project team for the design and installation of the system. The design services are to include, but are not limited to; architectural services, IT services, mechanical, and electrical engineering. The successful vendor's team will be working closely with the City of Laramie Police Department team comprised of:

- Laramie Police Department – Steven L. Morgan, PSAP Administrator;
- Albany County IT Department – Rodney D. Weakly, IT Director

Required services for the design and pre-installation phase will include complete project design services through a design team, involvement in team meetings; critical path method scheduling for buyout, installation, close-out and cut over; conceptual estimating, preparation of detail estimates of developing designs and design alternates; regular

system analysis; value analysis, and constructability input to the developing design; site investigations and testing and inspection services.

The design and installation phase services include: holding weekly project team meetings or teleconferences; any necessary sub-contract administration; schedule; maintenance and reporting; sub-contract claims and impact analysis; change and issue management; time and cost control, including claims mitigation; quality control and assurance; safety management; the coordination and management of all installation activities; payment of all materials, labor and equipment; preparing all daily, weekly and monthly reports of progress, cost, quality issues, claims mitigation, commissioning, certificate and completion activities and project records maintenance.

The Request for Qualifications describes the selection process and documentation required for submitting proposals for this project. Any vendor failing to submit a proposal in accordance with the procedures set forth in this Request for Qualifications may be considered non-responsive.

Proposing vendors are encouraged to attend an optional pre-proposal conference at which the particulars of the project, the consultant selection process, schedule, and the elements of the contract will be discussed.

Date: **February 1, 2016**
Time: **1:00pm local time**
Where: **LARC Conference Room**
Address: **420 Ivinson St**
Laramie, WY 82070

All Information shall be submitted at the dates and times indicated herein to:

Location: Laramie Police Department – LARC Division
PSAP Administrator
420 Ivinson, Laramie, WY 82072
P.O. Box C, Laramie, WY 82073
Attn: Steven L. Morgan

All inquiries for the proposal process shall be directed to the City of Laramie Police Department, Attn: Steven L. Morgan, PSAP Administrator, 420 Ivinson St, PO Box C Laramie, WY 82073, Phone: 307-721-5376, email: smorgan@cityoflaramie.org.

The COL will consider no telephone inquiries regarding the Request for Proposal, and will consider no in-person inquiries except as identified above. The proposers shall NOT contact the COL directly.

Any vendor that attempts to contact any official, employee, or representative of the COL in any manner contrary to the above requirements may be disqualified from further consideration.

Definitions

The following definitions are used throughout the RFQ:

- ALI
  Automatic Location Identification

- EsiNet
  Emergency Services Integrated IP Network

- ANI
  Automatic Number Identification

- Backup PSAP/Host site(s)
  Location or PSAP identified as a call roll-over or fail-over destination

- CPN
  Calling Party Number

- E9-1-1 System
  The proposed solution that will be responsible for the delivery of ANI, ALI and other pertinent emergency information to the Primary PSAP/Host site, Backup PSAP/Host site and or the Remote Primary PSAPs as defined herein

- Host site
  A location where the central server system is located

- IP Capable
  The proposed system must able to accept traditional E9-1-1 calls (wireline, wireless and fixed VoIP) delivered on IP networks via i3 standard SIP signaling as delivered with no additional hardware or software required. IP to Analog gateway adapters will not be accepted.

- IRR
  Instant Recall Recorder

- Primary PSAP
  A location where 9-1-1 calls are initially answered and radio dispatch operations occur.

- PRI
  Primary Rate Interface used to deliver administrative calls to a PSAP via a digital circuit.

- Remote Primary PSAP
  A PSAP that is remote from the Primary and Backup PSAP sites and is a Primary PSAP.

- User
  PSAP coordinator, PSAP user or staff

- vendor
  A vendor submitting a proposal in response to this RFQ

III. PROJECT INFORMATION

HISTORY AND BACKGROUND:

The Laramie Police Department, with a total budget of $7.4M, operates a consolidated communications center ("LARC") and provides 9-1-1 and radio dispatch services for the City of Laramie Police Department, Albany County Sheriff's Department and a variety of fire and EMS providers throughout Albany County, WY.

The current 9-1-1 system was installed in 2005 and the City is desirous of upgrading the system to an NG 9-1-1 IP capable system which is complaint with the NENA i3 standard. The new system must be built while maintaining current capabilities and operate concurrently with the old system until the new system has been completely installed and accepted as operational. Dedicated 9-1-1 surcharge fees will be the source of funding for this project and lease/purchase options will be considered.

PROJECT SCHEDULE

The proposal submittal and selection process has been designed to allow a vendor and design team to be under contract in early 2016. Substantial completion for the NG 9-1-1 system project shall be September 16, 2016. The entire project including punch list shall be negotiated with the successful vendor during the contract phase, at such time the PM shall obtain a certificate of acceptance from the City.

CONCEPTUAL DESIGN

The selected vendor will provide a conceptual design of the NG 9-1-1 system and layout of networks and equipment necessary to properly process 9-1-1 emergency calls. It is critical that the design is completed by a team with knowledge and experience in design of similar NG 9-1-1 systems.

The COL seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital installation to staff behaviors, to ensure economic and environmental sustainability. The COL encourages submissions that 1) enhance to efficiency of city projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

BUDGET

The initial project budget, including design and implementation fees, determined by the COL is contingent on approval by the City of Laramie City Council. Consideration will be given to costs for COL FF&E, COL Project Manager, and COL contingency.

The budget eventually developed for the project shall include a 5% contingency.

IV. SELECTION PROCESS

Selection will be made through a five-step process. The COL reserves the right to select a qualified vendor without holding interviews. The scoring in the first two steps is cumulative. If it is determined that interviews are not to be held, the scoring will be based on the first two steps – Review of Proposals submitted, and Fee Proposal. The process for selection and award of the agreement will be as follows:

Step One	Review of Proposals submitted
Step Two	**Fee Proposal – Separate sealed envelope**
Step Three	Interviews (if required)
Step Four	Selection of successful vendor, negotiation of Professional Services Agreement
Step Five	City Council approval of Agreement for Professional Services

4.1 Schedule for Selection Process

Dates are approximations for the process steps and are subject to change.

Step	Date	Selection Process
One	**01/17/2016**	Request for Qualifications.
	02/01/2016	Pre-Proposal Conference at 1:00 p.m. ., local time.
	02/15/2016	Last day for Questions from Proposers.
	03/18/2016	Proposals due at 3:00 p.m., local time.
	03/24/2016	Notifications of Interviews (if required).
Two	**03/31/2016**	Interviews conducted (if required).
Three	**04/07/2016**	COL notifies selected vendor.
Four	**05/07/2016**	COL Council approval of PM services contract.

4.2 Initial Submittal Requirements

4.2.1 Submittal Information

1. The proposing vendor shall submit six (5) copies of its Proposal for the project. Each Copy shall be provided in (a) white 3-ring, loose leaf binder(s) with the vendor name and the Request for Qualification's name and number on both cover and spine. (Project: NG 9-1-1 System).
2. Proposals shall be organized and presented in the order as specified below:
   - 2.1 Introduction
   - 2.2 Company history

2.3 Description of staff/support personnel
2.4 RFQ Response (include this entire document as a template and insert vendor responses in each section)
2.5 Maximum cost – Supplied in a separate, sealed envelope, labeled with the vendor's Name, Address, contact person and "Maximum Projected Cost".

4.2.2 Qualifications Statement

Please Note: In preparing the vendor's Statement of Qualifications, the proposing vendor shall clearly identify the vendor's role on the referenced project. If the proposing vendor is representing an individual's experience while employed at another vendor, the vendor of record for the project and the individual's role shall be clearly identified.

1. Qualifications Statement Table of Contents

2. Separate section with a tab: **Executive Summary**. Provide a summary highlighting the vendor's qualifications and special expertise to provide the services requested in the Request for Proposal.

3. Separate section with a tab: **vendor(s) Profile.**

3.1 Identification of vendor, including address, telephone number, Wyoming Contractor's license information (if applicable), email address, and date vendor was established.

3.2 Describe your vendor's experience in completing NG 9-1-1 projects in Wyoming, including projects of this scope. This may include any NG 9-1-1 systems in the Rocky Mountain Region.

3.3 Describe your approach and techniques for claims/disputes avoidance and mitigation.

3.4 Describe your approach for completing this project in Albany County, Wyoming, including how you would staff it and where your office would be located

3.5 Provide three (3) client references from previous projects within the last three (3) years.

4. Separate section with a tab: **Project Team**. Explain your proposed team organization, roles and responsibilities, and personnel qualifications in the following manner:

4.1 <u>Organization</u>: Provide an organization chart for your design phase project team indicating vendor management team.

4.2 Experience: In narrative form, for each of the individual team members (including design team members) named above, briefly discuss experience, registrations, and education. Identify projects; date, position, and vendor with which the individual was employed at the time of services were performed; and include owner contacts (including telephone numbers) for each project. Address experience in design of new projects of similar size and complexity, and experience working with design teams, the public, regulatory agencies, funding agencies, and local communities. Submit resumes for all key positions including the design team.

4.3 Availability: Briefly discuss the availability of all key personnel for the scheduled time frame of the proposed project, and identify their proposed location during the projected schedule of the requested services. Additionally, discuss the capacity of the proposed team, as a whole, to accomplish the work.

4.4 Project Understanding: Describe your team's general understanding of the project and your role in the project team. Include any special issues that you believe may affect the project or may affect your performance of the services. Discuss your team's approach to completing the project. Discuss the major challenges to successful completion and how your project team proposes to approach them.

5. Separate section with a tab: **Design Services & Implementation**

5.1 Describe the experience of your vendor (team) in working within integrated design and implementation teams.

5.2 Describe the experience of your vendor (team) in providing a client with design, estimating, scheduling and implementation services.

5.3 Provide project information for a minimum of three (3) and a maximum of five (5) recent projects where your services included those most closely related to the scope of implementation and design services of this project.

5.3.1 For each project provide a description of the project, the vendors role on the project, a reference that is familiar with The vendor's performance, an owner contact (including telephone number) and note if any of the individuals named in your project team participated as members of the project team for the listed project.

5.4 Explain how your team will develop a project schedule at the completion of the design development stage of the Project.

Describe the estimating and scheduling systems and management techniques your vendor (team) employs to achieve success in completing projects on time and within budget.

5.5 Provide a summary of your vendor's team approach to quality control during design and implementation. In the summary, describe your corporate support for this system and your project team and your structure/system for quality assurance of your services and deliverables.

4.3 STEP ONE: Review of Proposals

All interested vendors will submit proposals in accordance with Section 3.2, Initial Submittal Requirements.

The proposals will be reviewed by the General Requirements Evaluation Committee to determine how well each vendor's proposal compares to the stated General Requirements. This committee may include administrative, legal and financial representatives as selected by THE CITY. THE CITY may request further clarification from individual vendors in the event of incomplete or missing information. Vendors shall respond in writing to any requests for clarification. In the event that all vendors do not meet one or more of the General Requirements, THE CITY reserves the right to continue the evaluation of the proposals and may select the proposal which most closely meets the requirements specified in this RFQ. Failure to meet any of the General Requirements may result in the proposal being considered non-responsive.

Proposals will be reviewed by the Technical Review Committee to determine how well each vendor's proposal compares to the stated Technical Requirements. The committee may include administrative, dispatch and technical representatives as selected by THE CITY. THE CITY may request further clarification from individual vendors in the event of incomplete or missing information. Vendors shall respond in writing to any requests for clarification. The committee may verify references, request oral presentations, conduct on-site visits and use the results of these actions in preparing a recommendation. In the event that all vendors do not meet one or more of the Technical Requirements, THE CITY reserves the right to continue the evaluation of the bids and may select the bid which most closely meets the requirements specified in this RFQ.

Following an initial screening of the proposals, the committee will select what it considers the most highly qualified vendors to provide the services required for the proposed project. Selection will be based on the evaluation criteria set forth below. The vendors/teams submitting proposals will be ranked, and the committee will then recommend the most qualified vendors.

The COL reserves the right to award this project to the vendor that best fits the requirements outlined in the Request for Qualifications. The COL reserves the right to waive any informality in any submittal and/or reject all submittals, and to accept the proposal that is in the best interest of the City.

The following selection criteria will be the basis for the list of most qualified vendors:

	Criteria	Points
1.	Qualifications of the vendor in design & implementation, Project Management, and similar project considerations;	10 Points
2.	Qualifications and experience of the key personnel: Principal, Project Manager(s) and Superintendent(s) (a team must be proposed for each element within the proposal);	10 Points
3.	Experience of the Design Team (system architects, system engineers, etc.) by discipline in designing similar projects.	10 Points
4.	Understanding of the concept of this proposal and the anticipated role of the PM;	10 Points
5.	Safety management and accident prevention, and enhancing energy efficiencies;	10 Points
6.	Current and prospective workload; capacity to accomplish the work in required time;	10 Points
7.	Ability to perform with the identified Project Team.	10 Points
	Total	70 Points

4.4 STEP TWO: Fee Proposal – Separate Sealed Envelope

Submission of Pricing Proposals

1. The qualified vendors will be asked to submit to the COL a fully compliant priced proposal. The proposal also shall include (1) a detailed breakdown of costs for Specified General Conditions and (2) a detailed breakdown of design costs for the Project by discipline. The COL reserves the right to modify the contract documents included in this Request for Qualifications for the priced proposal submittal.

2. Proposals will have the Attachment A Pricing Document reviewed by the Pricing Evaluation Committee for completeness and accuracy. This committee may include administrative and financial representatives as selected by THE CITY. Failure to use the Attachment A Pricing Document may result in the bid being considered non-responsive.

3. The COL reserves the right to award this project to the vendor that best fits the requirements outlined in the Request for Qualifications. The COL reserves the right to waive any informality in any submittal and/or reject all requests for proposals, and to accept the proposal that is in the best interest of the City.

Based on the recommendations of the review committee and subject to approval by the Laramie City Council, the COL intends to enter into a Professional Services Agreement with the recommended vendor for the project.

4.5 STEP THREE: Interviews (if required)

1. If the COL determines that interviews are required in the best interest of the Project, interviews will be conducted for the purpose of determining which of the vendors is the most highly qualified for the project; which vendor has the project personnel best able to complete the scope of services; which vendor most fully understands and is able to perform the role of PM as envisioned by the COL.

2. Key personnel from proposing vendors to be assigned to the project are required to be present and participate in the interview. As part of the interview process, both the vendors and their key personnel shall meet the selection criteria set out below.

3. In Addition to the material requested herein, and information which may be requested by the committee, the vendors shall be prepared to demonstrate the vendor's approach to management of the project based on their understanding of the contract for services; the vendor's ability to perform the services within a fully integrated professional team; and the vendor's past performance of similar services in similar team situations. The interviews may include an interactive work session.

4. A short list will be developed of vendors that will be interviewed based on the points from step one and step two. The list will be provided in alphabetical order without any ranking.

The following selection criteria will be the basis for the interviews:

	Criteria	**Points**
1.	Ability and qualifications of the vendor and Project Manager	20 Points
2.	Understanding of the Project and the PM's role	10 Points
3.	Ability to work with the COL team	10 Points
4.	Experience of team at design and implementation in similar areas	10 Points
5.	Current and prospective workload	10 Points
6.	Quality Control Program, Safety Program, and Energy Efficiencies Program	10 Points
	Total	70 Points

4.6 STEP FOUR: Selection of Successful vendor and Negotiation of Professional Services Agreement

1. After the successful vendor is selected, the COL will negotiate an Agreement for Professional Services. The agreement will include the following elements:
    - Project Scope of Work
    - Term of Contract
    - Contract Sum (not to exceed)
    - Responsibilities of Consultant (vendor)
    - Responsibilities of COL
    - Indemnification of COL
    - PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY INSURANCE (NOT LESS THAN ONE (1) MILLION DOLLARS, AGGREGATE FOR ALL CLAIMS ARISING FROM THE VENDOR'S WORK FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION)

2. Proposals cannot be withdrawn from consideration for a period of sixty (60) days after the submittal deadline of March 18, 2016.

4.7 STEP FIVE: City Council Approval of Agreement, Notice to Proceed

1. The COL will forward the Final Agreement for Professional Services to the City Council for their consideration and approval. The successful vendor is encouraged to attend the Council meeting with COL staff to answer any questions concerning the proposal, the project, or the vendor's qualifications.

2. The COL reserves the right to undertake or award supplemental or successor agreements for work related to this agreement or this project.

3. The agreement shall not be binding upon the COL or the vendor, and no services shall be performed under the terms of the proposal or the agreement until the agreement has been reduced to writing and approved by the Laramie City Council.

4. After approval by the Laramie City Council, the COL shall issue a Notice to Proceed with the work upon the receipt and acceptance of all required agreement submittals and requirements.

V. SELECTION AND CONTRACTING PROVISIONS

5.1 Notifications. The COL will provide timely notifications in writing (letters and/or emails) of the following actions to vendors responding to the Request for Qualifications as follows:

- Selection of short-listed vendors for interviews (if required);
- vendors not short-listed;
- Selection of recommended vendor; and
- Laramie City Council approval.

5.2 Right to Reject

5.2.1 The COL reserves the right to waive informalities in the proposals or fees and to reject any and all proposals and re-advertise the project at any time prior to Laramie City Council approval of the recommended vendor and the negotiated agreement. The COL reserves the right to award this project to the vendor that best fits the requirements outlined in the Request for Qualifications. The COL reserves the right to waive any informality in any submittal and/or reject all requests for proposals, and to accept the proposal that is in the best interest of the City.

5.2.2 The COL reserves the right to eliminate a PM based on current and anticipated workload. All costs incurred in the preparation of the Request for Qualifications process shall be borne by the proposing vendor. Proposals submitted in response to this Request for Qualifications shall become the property of the COL.

5.2.3 If the COL and the selected vendor cannot agree on the contract, the negotiations will be terminated, and the COL reserves the right to begin negotiations with the next highest ranked proposer.

5.3 Procedures Requirements

5.3.1 Any vendor failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

5.3.2 All costs incurred by vendors choosing to participate in this RFQ process shall be borne by the proposing vendors.

5.3.3 All proposals submitted regarding this RFQ are the property of the COL and will only be returned to the vendor(s) if requested in writing to the COL at the sole discretion of the COL.

5.3.4 Late submittals shall not be accepted. It is the responsibility of the vendors to ensure that the proposal arrives at the PSAP Administrator's Office, prior to the date and time stated in this RFQ.

5.4 Conflicts of Interest

5.4.1 Any conflicts of interest whether real or perceived by the vendor submitting a proposal should be fully disclosed and explained within the proposal. Please refer to w. s. §§ 15-1-127 through 15-1-128, w. s. §§ 6-5-101 through 6-5-118, and w. s. §§ 9-13-101 through 9-13-109 for additional information on conflicts of interest.

Pricing

- Please fill out the pricing table (Attachment A) as your official price. vendors are encouraged to also provide a more detailed table of your own design showing all costs for hardware, software, installation, training, shipping, program direction, services and the first 12 months support and maintenance. Please break out costs for each of the above items.
- DO NOT ADD ANY ITEMS TO THE BASE SYSTEM PRICING THAT ARE NOT EXPLICITLY CALLED FOR IN THIS RFQ.
- If the addition of extra hardware or software, in the vendor's opinion, would significantly add to the reliability or robustness of the proposed system the vendor is required to add the cost of that as a new numbered line item in the options pricing section of Attachment A.
- Prices shall remain valid for at least 120 days after the RFQ due date.
- vendors are encouraged to include any options for pricing that would provide for fewer than four (4) operator positions, but not less than two (2) operator positions at the back-up PSAP location.

Attachment A

Pricing Document

Primary Site

System controller/workstation hardware/software	_____	
MIS/Reporting and Call Monitoring	_____	
Installation	_____	
Project Management	_____	
Training	_____	
First year software support	_____	
Remote Monitoring and Help Desk	_____	
First year on – site support	_____	
Subtotal Primary Site		_____

Secondary Site

System controller/workstation hardware/software	_____	
MIS/Reporting and Call Monitoring	_____	
Installation	_____	
Project Management	_____	
Training	_____	
First year software support	_____	
Remote Monitoring and Help Desk	_____	
First year on – site support	_____	
Subtotal Secondary Site		_____

Project Maximum Price (PMP) _____

Extended Maintenance

Year 2 Software license/maintenance/call center _____

Year 2 On-site support _____

Year 3 Software license/maintenance/call center _____

Year 3 On-site support _____

Year 4 Software license/maintenance/call center _____

Year 4 On-site support _____

Year 5 Software license/maintenance/call center _____

Year 5 On-site support _____

END OF REQUEST FOR QUALIFICATIONS

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

Agenda Item: Original Ordinance - 1st Reading

Title: Original Ordinance No. _____ vacating a 1,145.61 sq. ft. alley right-of-way located within Block 46, Downey's Addition

Recommended Council MOTION:

Move to **approve Original Ordinance No. ____** vacating a 1,145.61 sq. ft. alley right-of-way located within Block 46, Downey's Addition, based on findings of fact and conclusions of law and set a public hearing for July 5, 2016.

Administrative or Policy Goal:

Vacation of the unbuilt right-of-way removes an isolated alley right-of-way from the interior of a block and allows the developer to utilize the land area for future development.

Background:

The request for vacation is for 1,145.61 sq. ft. of unused right-of way within Block 46 Downey's Addition. The applicant filed this application on January 14, 2016 and requested the item be delayed until after Enrolled Ordinance No. 1705 was approved which assigned an effective value of $0 for unbuilt and unmaintained public rights-of-way and eliminated the appraisal requirement for alleys that were unbuilt or unmaintained. To the best of staff's knowledge and based on aerial imagery from 1976, this alley appears to have never been developed.

The Planning Commission heard this item on June 13, 2016 and recommend that the City Council approve the vacation (5 yes, 1 no, 1 absent).

The Planning Commission staff report is included. No changes have been made to the report subsequent to the Planning Commission action.

Legal/Statutory Authority:

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Wyoming State Statutes 15-4-305.
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$765.00	Application Fee
Grants for Projects		
Loans on Project		
Total	$765.00	

Responsible Staff:

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

Charles W. Bloom, AICP, Principal Planner, 721-5232

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	July 5, 2016
Pub. Hearing Advertised	June 18, 2016
Introduction/1st Reading	June 21, 2016
2nd Reading	July 5, 2016
3rd Reading	July 19, 2016

Attachments:

Vacation Ordinance
June 13, 2016 Planning Commission Staff Report

ORIGINAL ORDINANCE NO.: INTRODUCED BY:
ENROLLED ORDINANCE NO.:

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF LARAMIE, WYOMING VACATING A 1,145.61 SQ. FT. ALLEY RIGHT-OF-WAY LOCATED WITHIN BLOCK 46, DOWNEY'S ADDITION

WHEREAS, on January 14, 2016, Dustin J. Richards filed an application on behalf of JS Building Company, LLC, for vacation of a 1,145.61 sq. ft. alley right-of-way located within Block 46, Downey's Addition;

WHEREAS, on March 2, 2016, the City Council approved Enrolled Ordinance No. 1705 amending Title 15 of Laramie Municipal Code creating LMC 15.06.060.W.4 to provide for an effective determination of value for rights-of-way proposed for vacation;

WHEREAS, it has been determined that 1,145.61 sq. ft. alley right-of-way located within Block 46, Downey's Addition meets the criteria of LMC 15.06.060.W.4 establishing a value of zero (0) and as such an appraisal is not required pursuant to Laramie Municipal Code;

WHEREAS, on June 13, 2016 the Laramie Planning Commission affirmatively voted to recommend approval of the vacation to the Laramie City Council;

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. §15-1-602(b) shall be published in the *Laramie Boomerang* on June 11, 2016 which notice was given at least fifteen (15) days prior to the public hearing; and

WHEREAS, the Laramie City Council shall hold a public hearing on July 5, 2016 to take and consider public comments.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1. That pursuant to W.S. § 15-6-104, W.S.§ 15-4-305 and W.S.§ 34-12-106 through § 34-12-108, the City Council finds that the vacation of the following described area will not abridge or destroy any of the rights and privileges of other proprietors in said plat and further finds that the vacation is in the best interest of the City of Laramie, Wyoming (City).

Section 2. That the City Council hereby vacates the entirety of the 1,145.61 sq. ft. alley right-of-way located within Block 46, Downey's Addition, more particularly described as:

> A TRACT OF LAND IN BLOCK 46, DOWNEY'S ADDITION TO THE CITY OF LARAMIE, SECTION 28, T16N, R73W OFTHE 6TH P.M., ALBANY COUNTY, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> ALL OF THE INTERIOR 16 FOOT ALLEY OF SAID BLOCK 46 AS BOUNDED ON THE SOUTH BY THE NORTH LINE OF CURTIS STREET

VACATED AND AS BOUNDED ON THE NORTH BY A LINE PARALLEL WITH AND 6.0 FEET NORTHERLY OFTHE SOUTHERLY LINE OF LOT 2 AND LOT 7 OF SAID BLOCK 46.

SAID TRACT CONTAINS 1,146 SQUARE FEET MORE OR LESS (0.026 ACRES).

Section 3. That the Clerk of Albany County, Wyoming, in whose office the aforesaid plat is recorded, shall cause the right-of-way vacation to be indicated in plain legible letters and symbols across the plat so modified, and shall also make a reference on the same to the volume and page number on which the ordinance vacating the easement is recorded.

Section 4. That the pursuant to LMC 15.06.060.W.4 the City Council establishes a value of zero (0) and waives its request for payment.

Section 5. That prior to execution of the Quitclaim Deed transferring vacated property to the adjacent landowner, the following stipulations shall be met:

1. A signed copy of a Public Utility Easement granting an easement for public utilities to the City within the entirety of the vacated alley. Said Public Utility Easement shall grant the City a perpetual easement for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating and removing public utilities within utility easements on, under, along, and across the easement area. Signed copies of the Public Utility Easement shall be provided to the City for review and approval.
2. That the adjacent landowner shall enter into a Maintenance Agreement with the City. The Maintenance Agreement shall state that in the event of excavation the City shall be responsible to backfill and grade such area to the specifications as defined and adopted by City. The landowner shall repave with asphalt to the specifications as defined and adopted by City within twelve (12) months of completion of City backfill and grade unless agreed otherwise between the parties. Any costs for restoration other than backfill and grading shall be borne by landowner, their successors and assigns. Signed copies of the Public Utility Easement shall be provided to the City for review prior to execution of the quitclaim deed to the adjacent property owner.
3. That the applicant shall provide the City letters from affected Franchise Utilities approving the vacation.
4. That the Public Utility Agreement and Maintenance Agreement shall be approved by the City Council. The Public Utility and Maintenance Agreement shall be recorded concurrently with the Quitclaim Deed conveying the property.

<u>Section 6</u>. That this ordinance shall become effective after its passage, approval, publication, and recordation.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2016.

_____
David A. Paulekas
Mayor and President of the City Council

ATTEST:

_____
Angie Johnson
City Clerk

First Reading: June 21, 2016
Public Hearing July 5, 2016
Second Reading: July 5, 2016
Third Reading and Final Action: July 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

LARAMIE PLANNING COMMISSION
JUNE 13, 2016
STAFF REPORT

FILE:	**VAC-16-01 Block 46 of Downey's Addition Alley**
REQUEST:	Vacation of alley within Block 46 of Downey's Addition
LOCATION:	Within the block bounded by Mitchell, 5th, Reynolds and Curtis Streets
APPLICANT(S):	JS Building Company, LLC (Janice Shuster, Manager)
PURPOSE:	To vacate undeveloped alley right-of-way located within the applicant's property.
PREPARED BY:	Charles W. Bloom, AICP, Principal Planner

RECOMMENDED MOTION:

Move to recommend that City Council **approve** the vacation of a 1,145.61 sq. ft. area of alley right-of-way within Block 46, Downey's Addition, based on findings of fact and conclusions of law and subject to staff's recommended conditions.

BACKGROUND:

The request for vacation is for 1,145.61 sq. ft. of unused right-of way within Block 46 Downey's Addition. The applicant filed this application on January 14, 2016 and requested the item be delayed until after Enrolled Ordinance No. 1705 was approved which assigned an effective value of $0 for unbuilt and unmaintained public rights-of-way and eliminated the appraisal requirement for alleys that were unbuilt or unmaintained. To the best of staff's knowledge and based on aerial imagery from 1976, this alley appears to have never been developed.

History:

On July 20, 1976 the City approved Enrolled Ordinance No. 494 vacating the alley south of Curtis Street and Reynolds Street within block 39, Downey's Addition south of the requested alley vacation. The alley was developed as a two-track dirt road. That vacation application was initiated by the present property owners, JS Building Company, LLC, for construction of the Ideal grocery store. As part of the vacation ordinance approval, the applicant was required to relocate the water and sewer utilities around the proposed store and compensate the City $778.64 ($50 for the appraisal and $728 for payment of the alley). The City Council also retained a right-of-way easement for access to the relocated utilities. At the time the petitioners (JS Building Company, LLC) did not own the land north of Curtis Street leaving the alley between Curtis and Mitchell Streets.

On September 21, 1976 the City approved Enrolled Ordinance No. 502 vacating undeveloped Curtis Street right-of-way between 4th and 5th Street which lies immediately south of the requested alley vacation. That vacation application was initiated by the present property owners, JS Building Company, LLC for construction of the Ideal grocery store. As part of the vacation ordinance approval, the applicant JS Building Company, LLC was required to compensate the City $3,974 ($100 for the appraisal and $3,874 for payment of the alley). The City Council also retained a right-of-way easement within the vacated area.

On February 7, 2006 the City approved Enrolled Ordinance No. 1686 vacating a portion of alley north of the subject vacation. That vacation application was initiated by the adjacent property owners who owned the land to the east and west of the alley proposed for vacation. The City Council did not require monetary compensation for the alley vacated and retained an easement to construct, repair and maintain and service public utilities within the vacated area.

The petitioner eventually acquired lands north of former Curtis Street, including former Curtis Street right-of-way, and developed this area as additional parking for the Ideal Center. The alley had never been developed as an alley and was paved over during parking lot construction.

The net result of these various prior vacations has been to leave an approximate 1,145.61 sq. ft. alley that is landlocked on all sides. This is the area proposed for vacation, as shown on the Vicinity Map.

SURROUNDING LAND USE AND ZONING:

	Future Land Use Designation (Map 3.2)	**Zoning District**	**Land Use**
Subject Property	(AUC) Auto Urban Commercial	West half B2 (Business) East half B1 (Limited Business)	Parking lot
North	(UR) Urban Residential	B2 (Business) B1 (Limited Business)	Apartment complex
South	(AUC) Auto Urban Commercial	B2 (Business) B1 (Limited Business)	Parking lot
East	(AUC) Auto Urban Commercial	B1 (Limited Business)	Parking lot
West	(AUC) Auto Urban Commercial	B2 (Business)	Parking lot

ANALYSIS:

The 16-foot wide alley is paved, however it is paved as a part of a parking area which surrounds it on three sides; the east, south and west. The alley is accessible to the City, public utilities, and the public through recorded public “Right-of-way Easements” from the east, west and south. The alley is also available to public utility providers via the “public utility easement” that runs between the apartment buildings to the north. Vacating the alley right-of-way will have no effect on the City, provided a public utility easement is reserved.

Utilities

A waterline exists within the alley right-of-way and will remain at this location. In conjunction with the prior alley vacation to the north the City reserved a Public Utility Easement. In conjunction with the Curtis Street vacation and alley vacation to the south the City reserved a public Right-of-way Easement for public utilities and access. Staff recommends a condition that a Public Utility Easement and Maintenance Agreement regarding access to the underground utilities be provided within the vacated alley. This would result in a 16' wide Public Utility Easement within the former alley right-of-way. The City's standard practice regarding Maintenance Agreement indicates that the property owner is responsible for repaving of disturbed areas in the event excavation is required.

The applicant is presently working with franchise utilities regarding approval of the alley. At this time staff is unaware of any franchise utilities within the segment of alley. Staff has recommended a condition of approval be that prior to execution of the quitclaim deed transferring the land to the adjacent landowners, the applicant provide letters from the utilities stating their approval of the vacation.

Appraisal

The applicant filed this application on January 14, 2016 and requested the item be delayed until after Enrolled Ordinance No. 1705 was approved. Approval of Enrolled Ordinance No. 1705 assigned an effective value of $0 for unbuilt and unmaintained at public rights-of-way and eliminated the requirement for appraisal since the alley had never been constructed or maintained by the City. To the best of staff's knowledge and based on aerial imagery from 1976, this alley appears to have never been developed.

PUBLIC NOTICE AND COMMENTS:

Public notice was published in the Laramie Boomerang on May 28, 2016 and mailed notices were sent to area residents within 300 feet on May 25, 2016. To date staff has received no public comment on this vacation application.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Findings of Fact:

- The request complies with the applicable vacation requirements of Laramie Municipal Code, Title 15 and W.S. 15-4-305.
- Public utilities exist within the alley-right-of-way.

Conclusions of Law:

- The vacation is being processed pursuant to Laramie Municipal Code, Title 15 and W.S. 15-4-305.
- Staff has recommended a condition that prior to transferring the vacated alley to the adjacent landowner, the adjacent landowner grant the City a Public Utility Easement and enter into a Maintenance Agreement since public utilities exist within the alley requested for vacation.

ALTERNATIVES:

1. Approve the request as recommended by staff, based on findings of fact and conclusion of law. (Staff Recommendation)
2. Approve the request subject to alternative conditions, based on findings of fact and conclusion of law.
3. Deny the request based on findings of denial. Since staff recommends approval, the Planning Commission and City Council must conclude that the request does not meet all of the findings. As part of the motion, findings for denial must be stated.
4. Postpone action on the request until issues identified during the meeting can be resolved.

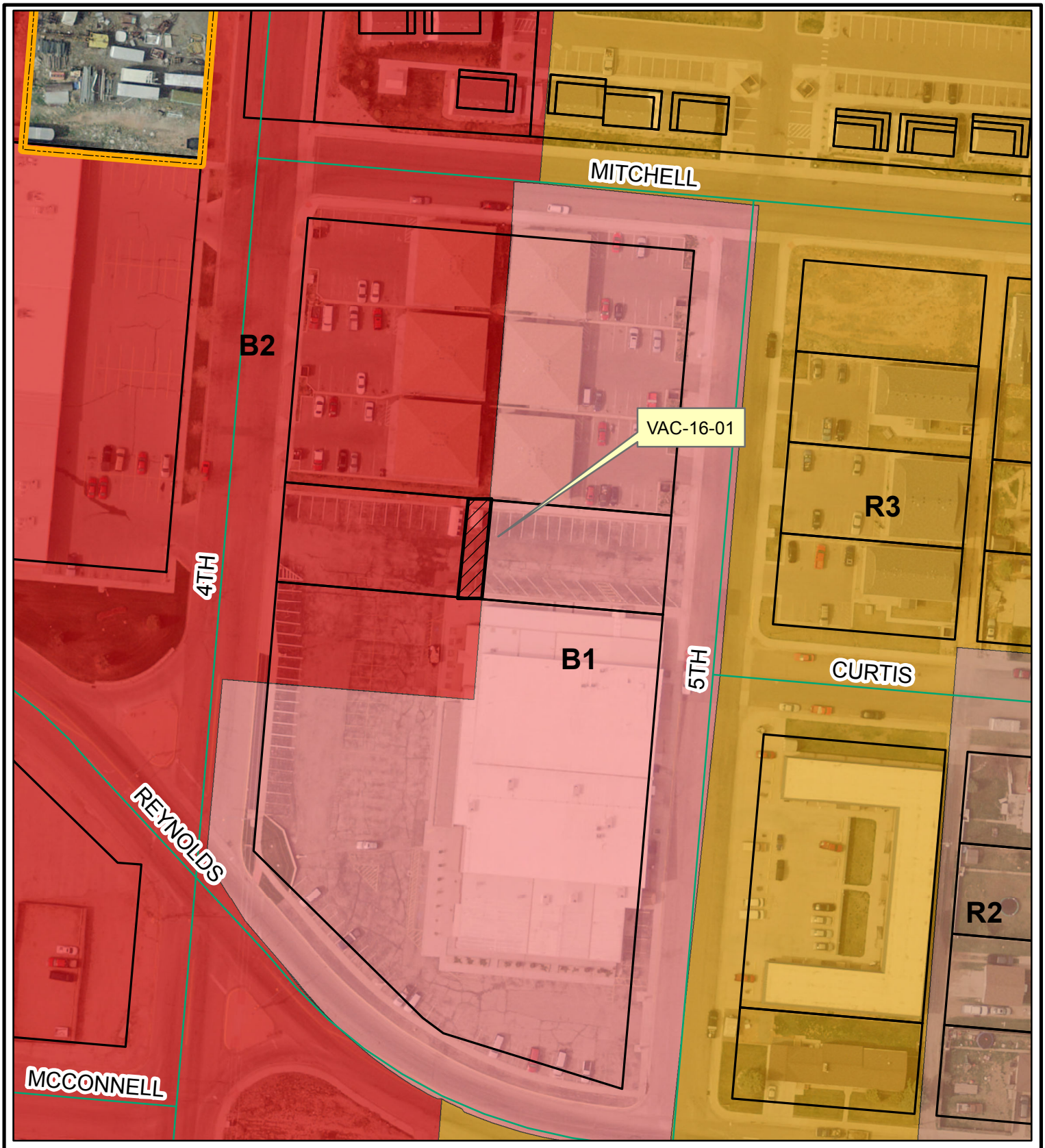
STAFF RECOMMENDATION:

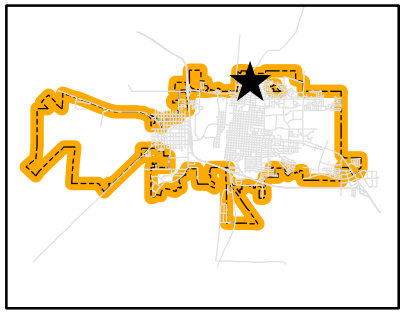
Staff recommends **approval** of the vacation of 1,145.61 sq. ft. of alley of right-of-way within Block 46, Downey's Addition, based on findings of fact and conclusions of law and subject to staff's recommended conditions:

1. Prior to execution of the Quitclaim Deed transferring vacated property to the adjacent landowner, the landowner owner shall provide to the City for review and approval, a signed copy of a Public Utility Easement granting an easement for public utilities to the City within the entirety of the vacated alley. Said Public Utility Easement shall grant the City a perpetual easement for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating and removing public utilities within utility easements on, under, along, and across the easement area. Signed copies of the Public Utility Easement shall be provided to the City for review and approval.
2. Prior to execution of the Quitclaim Deed transferring vacated property to the adjacent landowner, the adjacent landowner shall enter into a Maintenance Agreement with the City. The Maintenance Agreement shall state that in the event of excavation the City shall be responsible to backfill and grade such area to the specifications as defined and adopted by City. The landowner shall repave with asphalt to the specifications as defined and adopted by City within twelve (12) months of completion of City backfill and grade unless agreed otherwise between the parties. Any costs for restoration other than backfill and grading shall be borne by landowner, their successors and assigns. Signed copies of the Public Utility Easement shall be provided to the City for review prior to execution of the quitclaim deed to the adjacent property owner.
3. Prior to execution of the Quitclaim Deed conveying the property to the adjacent landowner, the applicant shall provide the City letters from affected franchise Utilities (Charter, Source Gas, Rocky Mountain Power and Century Link) approving the vacation.
4. Prior to execution of the Quitclaim Deed conveying the property to the adjacent landowner, the Public Utility Agreement and Maintenance Agreement shall be approved by the City Council. The Public Utility and Maintenance Agreements shall be recorded concurrently with the Quitclaim Deed conveying the property.

ATTACHMENTS:

1. Vicinity Map (1 page)
2. Submitted materials, including: Cover Letter, Application, Letter of Consent, Location of Alley (7 pages)





0 37.5 75 150 225 300 Feet

VAC-16-01
Block 46 Downey's Addition Alley Vacation

N

This Data contained herein was compiled from various sources for the sole use of the City of Laramie. REVIEW OF THIS DATA 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 cost of defense 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.

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ALFRED M. PENCE (1905-1980)
GEORGE J. MILLETT (1913-2003)
PAUL D. SCHIERER, P.C.
GREG A. VON KROSIGK, P.C.
M. GREGORY WEISZ, P.C.*
DEVON O'CONNELL, P.C.*
REBECCA A. LEWIS*
MEGAN OVERMANN GOETZ, P.C.*

JODI D. SHEA
ROBERT W. SOUTHARD**
DUSTIN J. RICHARDS*
COLE N. SHERARD
ISAIAH R. GROSS
CHRISTINE STICKLEY*
SCOTT W. MEIER*
ERIC BOYER*
* Also Admitted in Colorado
** Also Admitted in Michigan

OTHER OFFICES LOCATED IN:
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CHEYENNE, WY

BECKY KLEMT MACMILLAN, OF COUNSEL
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STEVEN F. FREUDENTHAL
BARBARA E. BONDS

January 14, 2016

City of Laramie
Community Development Department
405 East Grand Avenue
Laramie, WY 82070

Re: Application for Vacation of Public Way

To Whom It May Concern:

Enclosed is an Application for Vacation of Public Way, concerning an a remnant of an alley right of way between 4th and 5th Streets, South of Mitchell Street and North of previously-vacated Curtis Street in Laramie, Wyoming. More specifically, the area to be vacated is approximately the southern 72.9 feet of what was once a north-south 16-foot wide alley in Block 46, Downey's Addition to the City of Laramie, Wyoming.

The City previously vacated the interior 16 foot alley of Block 46 that was north of a line parallel with and 6 feet northerly of the southerly line of Lots 2 and 7. That left an interior 16 foot-wide alley in Block 46 running south from that line parallel with and 6 feet northerly of the southerly line of Lots 2 and 7 to the southerly line of Lots 1 and 8. The area of alley to be vacated is surrounded by private property and is approximately 1,166.4 square feet (72.9 feet long x 16 feet wide). Enclosed is a map of the area highlighting the alley to be vacated. In particular, it should be noted that:

- The alley was never constructed by prior or current property owners.
- The alley north of this remnant was previously vacated.
- The alley and street south of this area was previously vacated.
- This alley is not necessary to access property on either end.
- This alley remnant we are requesting to be vacated is surrounded by private property.

Due to the unique circumstances here and nature of the property at issue, the applicant requests a variance from the usual appraisal requirement under section 15.06.060(V) of the UDC. There is no longer an "alley." Instead, there is just a very small, locked remnant of an alley that the City has no legal ability to use. The parcel has no net economic value and this fragment provides no access to any other public street or alley. Supporting our request to waive the appraisal requirement is a realtor's opinion as to negligible value of the land to the City. As the value and use of the land by the city is limited to the course of the waterline underlying the area, an appraisal for this vacation should not be required. Instead, in consideration for the vacation, the owners will grant the City an easement for the existing waterline in that area.

The area here is appropriate for vacation as there is no necessity for the alley at issue. The vacation of this area will not abridge or destroy any of the rights and privileges of other landowners in the area and is in the best interest of the City of Laramie.

JS Building Company, LLC recently sold the South 6 feet of Lots 2 and 7 and all of Lots 1 and 8 of Block 46 and all of Block 39 to Goodwill Industries of Wyoming, Inc. Goodwill Industries of Wyoming, Inc. consents to this Application for Vacation, and to the extent it might be required to be the applicant, it consents to be treated as such.

Thank you for your attention to this matter.

Sincerely,
PENCE AND MACMILLAN LLC

Dustin J. Richards

Cc: Client
Encl.

COMMUNITY DEVELOPMENT DEPARTMENT

LARAMIE 1868

PLANNING DIVISION

APPLICATION FOR:

Vacation of Public Way

ALL REQUIRED MATERIALS SHALL BE SUBMITTED TO THE CITY OF LARAMIE COMMUNITY DEVELOPMENT DEPARTMENT, 405 GRAND AVENUE, LARAMIE, WYOMING. ALL SUBMITTED MATERIALS WILL REMAIN THE PROPERTY OF THE CITY OF LARAMIE COMMUNITY DEVELOPMENT DEPARTMENT. APPLICATIONS, PLANS, AND/OR SUPPORTING DOCUMENTATION THAT ARE INCOMPLETE OR ILLEGIBLE WILL NOT BE ACCEPTED. PLEASE REVIEW THE ENTIRE APPLICATION AND PRINT CLEARLY. STAFF PREFERS THE APPLICATION BE SIGNED IN BLUE INK.

Date Submitted: _____ (Assigned by Staff)	**File Number: VAC-**_____(Assigned by Staff)	
APPLICANT: JS Building Company, LLC		**PRIMARY CONTACT?** ☐
ADDRESS: 530 Beaufort St., Unit 119		**E-MAIL:**
CITY: Laramie	**STATE:** WY	**ZIP CODE:** 82072
PHONE :	**MOBILE:**	**FAX:**
REPRESENTATIVE (If different than Applicant): Dustin J. Richards		**PRIMARY CONTACT?** X
ADDRESS: Pence and MacMillan LLC, PO Box 1285		**E-MAIL:** drichards@penceandmac.com
CITY: Laramie	**STATE:** WY	**ZIP CODE:** 82073
PHONE : 307-745-3626	**MOBILE:**	**FAX:**

PROJECT NAME (To be assigned by Staff):

PROJECT LOCATION (Street Address or General Location): A portion of an original alley right of way which lies between 4th and 5th Streets, South of Mitchell Street and North of Previously vacated Curtis Street in Laramie, Wyoming

ZONING: Commercial **COMPREHENSIVE PLAN LAND USE DESIGNATION:**

TOTAL VACATION ACREAGE/SIZE: approx. 16' x 72.9'

PROPERTY APPRAISAL AMOUNT: N/A

NO. OF PROPERTY OWNERS ABUTTING PUBLIC WAY AND 300' EXTENSION: 3 owners

PROPOSED USE: Parking Lot

A vacation of a public way (right-of-way or public easement) may only be requested by a landowner abutting or adjacent to such public way. The consent of the majority of the property owners of a majority of the land abutting the area proposed to be vacated and extending 300 feet in either direction from the area to be vacated shall be required.

APPLICANT:

Janice Shuster (PRINT NAME) — Janice Shuster (SIGNATURE) — 1-14-16 (DATE)

JS Building Co LLC

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify that I am/we are the legal owner(s) of a property abutting the way 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.)

(Print Name)	(Signature)	(Date)
JS Building Company, LLC By: Janice Shuster, Manager	Janice Shuster	11-14-16
Goodwill Industries of Wyoming, Inc. By: Jana Conine, Executive Director	Jana Conine	1/14/16

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 a specific applicant.):

(Print Name)	(Signature)	(Date)

APPLICANT'S REPRESENTATIVE:

(Print Name)	(Signature)	(Date)
Dustin J. Richards	[signature]	1/14/2016

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.

LETTER OF CONSENT

This letter shall serve to notify and verify that I am/we are the legal owner(s) of property abutting or adjacent to such public way requested for vacation and / or within a 300-foot-extension of such public way requested for vacation. I/we consent to the vacation of such public way. I understand I may withdraw my consent by written letter prior to final consideration of this vacation by the Laramie City Council.

I am/we are the legal owner(s) of said property; have read the foregoing "Letter of Consent" 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.

PROPERTY LANDOWNER ABUTTING OR ADJACENT TO SUCH PUBLIC WAY: (Provide extra sheets if necessary.)

1) 1575 4th St — 000000010527

Property Address — Property ID Number (Assessor's Office)

Goodwill Industries of Wyoming, Inc.
By: Jana Conine, Executive Director — Jana Conine — 1/14/16

(Print Name) — (Signature) — (Date)

2) SUN CHASE VLG B 1 L 3 — 0000R0028864

Property Address — Property ID Number (Assessor's Office)

Laramie MF Housing Partners LLC
By:

(Print Name) — (Signature) — (Date)

3)

Property Address — Property ID Number (Assessor's Office)

(Print Name) — (Signature) — (Date)

4)

Property Address — Property ID Number (Assessor's Office)

(Print Name) — (Signature) — (Date)

January 11, 2016

City of Laramie
Community Development Department
405 East Grand Avenue
Laramie, WY 82070

Re: Consent to and Joining of Application for Vacation of Public Way

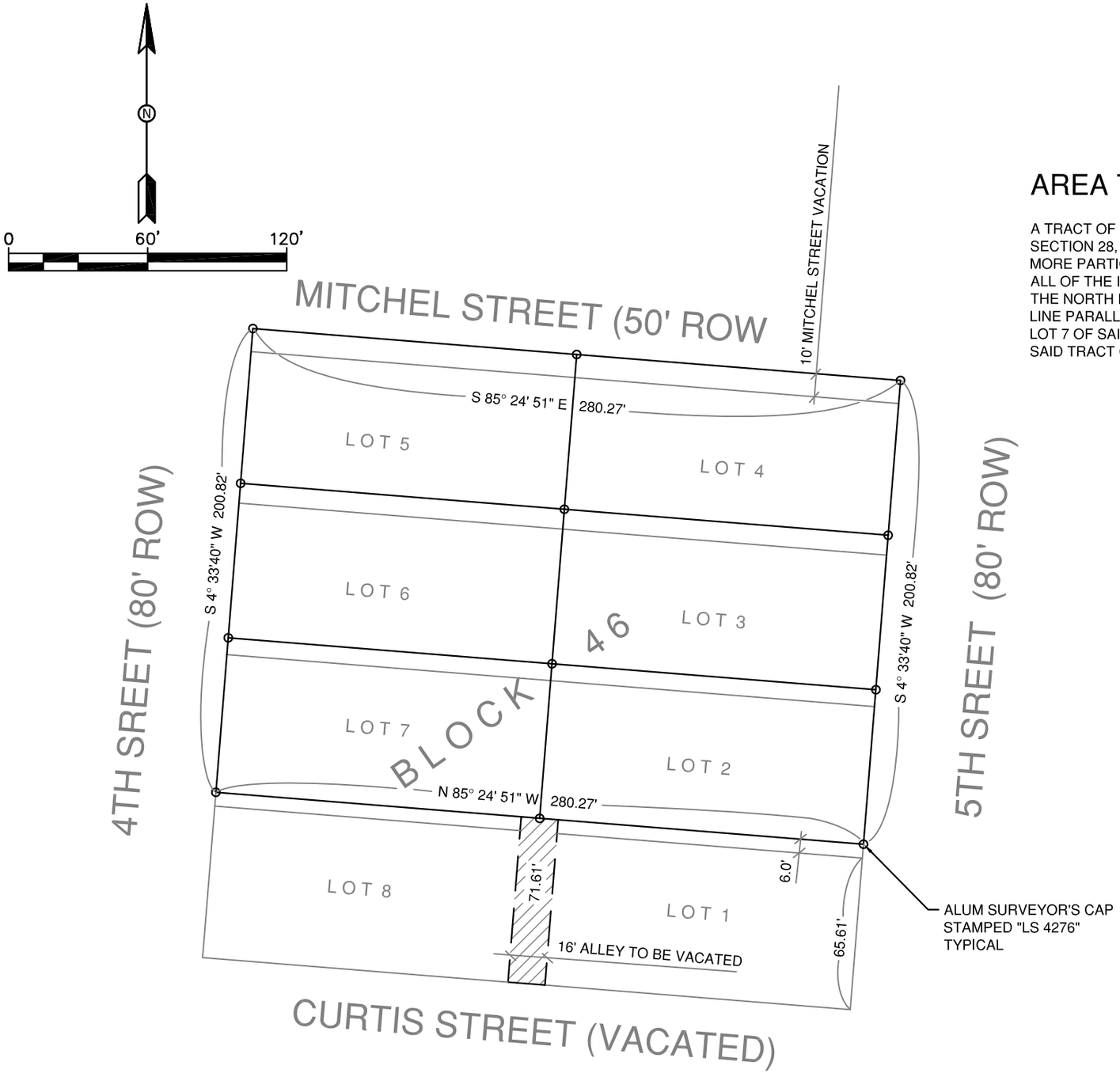
To Whom It May Concern:

On behalf of Goodwill Industries of Wyoming, Inc. ("Goodwill"), I have reviewed the Application for Vacation of Public Way and cover letter prepared by JS Building Company, LLC, concerning the vacation of an interior 16 foot-wide alley in Block 46 running south from that line parallel with and 6 feet northerly of the southerly line of Lots 2 and 7 to the southerly line of Lots 1 and 8.

This letter shall serve to notify and verify that Goodwill is the legal owner of property abutting the alley remnant requested for vacation. Goodwill consents to the vacation of such public way and to the extent it might be required to be the applicant, it consents to be treated as such and joins the application with JS Building Company, LLC.

Goodwill Industries of Wyoming, Inc.

By: Jana Cohine
Jana Cohine, Executive Director



AREA TO BE VACATED

A TRACT OF LAND IN BLOCK 46, DOWNEY'S ADDITION TO THE CITY OF LARAMIE, SECTION 28, T16N, R73W OF THE 6TH P.M., ALBANY COUNTY, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL OF THE INTERIOR 16 FOOT ALLEY OF SAID BLOCK 46 AS BOUNDED ON THE SOUTH BY THE NORTH LINE OF CURTIS STREET VACATED AND AS BOUNDED ON THE NORTH BY A LINE PARALLEL WITH AND 6.O FEET NORTHERLY OF THE SOUTHERLY LILNE OF LOT 2 AND LOT 7 OF SAID BLOCK 46.
SAID TRACT CONTAINS 1146 SQUARE FEET MORE OR LESS (0.026 ACRES).

GERTSCH•BAKER ENGINEERING & DESIGN inc.
Architects • Engineers
104 s. 4th street suite 100 laramie, wyoming 82070 phone: 307.742.6116 fax: 307-742-4048
gertschbaker.com

drawn by: ERICKSON

date: 1/7/16

EXHIBIT A

ALLEY VACATION
DOWNEY'S ADDITION TO THE CITY OF LARAMIE
ALBANY COUNTY, WYOMING

sheet no: 1 OF 1

1/7/2016 2:58 PM..John Erickson..g:\survey-civil\pencemac\map

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

LARAMIE 1868	**Agenda Item: Original Ordinance - 1st Reading** **Title: Original Ordinance No. _____ vacating a 4,224 sq. ft. area of alley right-of-way within Block 1, University Place Addition**

Recommended Council MOTION:

Move to **approve Original Ordinance No. ____** vacating a 4,224 sq. ft. area of alley of right-of-way within Block 1, University Place Addition, based on findings of fact and conclusions of law and set a public hearing for July 5, 2016.

Administrative or Policy Goal:

Vacation of the right-of-way would facilitate development in this area which is consistent with the City's Comprehensive Plan for the area and the University's Long Range Development Plan.

Background:

The request for vacation is for 4,224 sq. ft. of alley right-of way within Block 1 University Place Addition. The applicant filed this application on April 14, 2016. The alley vacation is required to allow for construction of the University of Wyoming Engineering Education & Research Building (EERB). The Trustees of the University of Wyoming have already approved this project and the State has funded the project.

The University has been working with the City and Franchise Utilities regarding relocation of utilities presently located within the alley. Work including the demolition and relocation of several structures has also begun within the block. Vacation of the alley is required prior to issuance of a building permit since the building will be located on top of the alley.

The vacation request is in accordance with City Council Resolution No. 2012-04; the Lewis Street License and Transfer Plan that was approved by the City Council on January 17, 2012; and the October 7, 2014 Memorandum of Understanding (MOU) concerning traffic flow, utilities within Lewis Street, vacation of Lewis Street and vacation of alleys and side streets between Lewis and Bradley Streets (attached to the Planning Commission Staff Report). The Resolution, License Transfer Plan and MOU acknowledged future conveyance of the Lewis Street right-of-way between 9th and 14th Streets and details that the City will not seek compensation for the land vacated.

The Planning Commission heard this item on June 13, 2016 and recommend that the City Council approve the vacation (5 yes, 0 no, 1 abstention, 1 absent).

The Planning Commission staff report is included. No changes have been made to the report subsequent to the Planning Commission action.

Legal/Statutory Authority:

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Wyoming State Statutes 15-4-305.
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$765.00	Application Fee
Grants for Projects		
Loans on Project		
Total	$765.00	

Responsible Staff:

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

Charles W. Bloom, AICP, Principal Planner, 721-5232

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	July 5, 2016
Pub. Hearing Advertised	June 18, 2016
Introduction/1st Reading	June 21, 2016
2nd Reading	July 5, 2016
3rd Reading	July 19, 2016

Attachments:

Vacation Ordinance
June 13, 2016 Planning Commission Staff Report

ORIGINAL ORDINANCE NO.: INTRODUCED BY:
ENROLLED ORDINANCE NO.:

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF LARAMIE, WYOMING VACATING A 4,224 SQ. FT. AREA OF ALLEY RIGHT-OF-WAY WITHIN BLOCK 1, UNIVERSITY PLACE ADDITION

WHEREAS, on October 7, 2014, the City Council entered into a Memorandum of Understanding (MOU) with the University of Wyoming concerning traffic flow, utilities within Lewis Street, vacation of Lewis Street and vacation of alleys and side streets between Lewis and Bradley Streets and said Memorandum of Understanding agreed that the City would not seek compensation for the rights-of-way vacated alleys and side streets between Lewis and Bradley Streets and between 9th and 14th Streets;

WHEREAS, on April 14, 2016, the Trustees of the University of Wyoming filed an application for vacation of a 4,224 sq. ft. area of alley of right-of-way within Block 1, University Place Addition;

WHEREAS, on June 13, 2016 the Laramie Planning Commission affirmatively voted to recommend approval of the vacation to the Laramie City Council;

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. §15-1-602(b) shall be published in the *Laramie Boomerang* on June 11, 2016 which notice was given at least fifteen (15) days prior to the public hearing; and

WHEREAS, the Laramie City Council shall hold a public hearing on July 5, 2016 to take and consider public comments.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1. That pursuant to W.S. § 15-6-104, W.S.§ 15-4-305 and W.S.§ 34-12-106 through § 34-12-108, the City Council finds that the vacation of the following described area will not abridge or destroy any of the rights and privileges of other proprietors in said plat and further finds that the vacation is in the best interest of the City of Laramie, Wyoming (City).

Section 2. That the City Council hereby vacates the entirety of the 1,145.61 sq. ft. alley right-of-way located within Block 46, Downey's Addition, more particularly described as:

> THE ENTIRETY OF THE EAST-WEST ALLEY WITHIN BLOCK 1, UNIVERSITY PLACE ADDITION TO THE CITY OF LARAMIE, ALBANY COUNTY WYOMING
>
> SAID TRACT CONTAINS 4,224 SQUARE FEET MORE OR LESS (0.097 ACRES).

Section 3. That the Clerk of Albany County, Wyoming, in whose office the aforesaid plat is recorded, shall cause the right-of-way vacation to be indicated in plain legible letters and symbols across the plat so modified, and shall also make a reference on the same to the volume and page number on which the ordinance vacating the easement is recorded.

Section 4. That the City Council waives its request for payment in accordance with the October 7, 2014 Memorandum of Understanding with the University of Wyoming.

Section 5. That prior to execution of the Quitclaim Deed transferring vacated property to the adjacent landowner, the following stipulations shall be met:

1. All City Utilities within the alley shall be relocated in accordance with City Standards and utility plans shall be reviewed and approved by the City Engineer.
2. The applicant shall provide to the City final utility plans for review and approval showing all rerouted utilities of all affected Franchise Utilities

Section 6. That this ordinance shall become effective after its passage, approval, publication, and recordation.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2016.

_____
David A. Paulekas
Mayor and President of the City Council

ATTEST:

_____
Angie Johnson
City Clerk

First Reading: June 21, 2016
Public Hearing July 5, 2016
Second Reading: July 5, 2016
Third Reading and Final Action: July 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

LARAMIE PLANNING COMMISSION
JUNE 13, 2016
STAFF REPORT

FILE:	**VAC-16-02 Block 1 University Place Addition Alley**
REQUEST:	Vacation of alley within 1 University Place Addition
LOCATION:	Within the block bounded by 11th, Bradley, 12th and Lewis Streets
APPLICANT(S):	University of Wyoming
PURPOSE:	To vacate the entirety of the east – west alley right-of-way within the block for construction of the University of Wyoming Engineering Building
PREPARED BY:	Charles W. Bloom, AICP, Principal Planner

RECOMMENDED MOTION:

Move to recommend that City Council **approve** the vacation of 4,224 sq. ft. area of alley of right-of-way within Block 1, University Place Addition, based on findings of fact and conclusions of law and subject to staff's recommended conditions.

BACKGROUND:

The request for vacation is for 4,224 sq. ft. of alley right-of way within Block 1 University Place Addition. The applicant filed this application on April 14, 2016. The alley vacation is required to allow for construction of the University of Wyoming Engineering Education & Research Building (EERB). The Trustees of the University of Wyoming have already approved this project and the State has funded the project.

The University has been working with the City and Franchise Utilities regarding relocation of utilities presently located within the alley. Work including the demolition and relocation of several structures has also begun within the block. Vacation of the alley is required prior to issuance of a building permit since the building will be located on top of the alley.

The vacation request is in accordance with City Council Resolution No. 2012-04; the Lewis Street License and Transfer Plan that was approved by the City Council on January 17, 2012; and the October 7, 2014 Memorandum of Understanding (MOU) concerning traffic flow, utilities within Lewis Street, vacation of Lewis Street and vacation of alleys and side streets between Lewis and Bradley Streets (attached). The Resolution, License Transfer Plan and MOU acknowledged future conveyance of the Lewis Street right-of-way between 9th and 14th Streets and details that the City will not seek compensation for the land vacated.

SURROUNDING LAND USE AND ZONING:

	Future Land Use Designation (Map 3.2)	Zoning District	Land Use
Subject Property	(UU) Urban University	West half B2 (Business) East half B1 (Limited Business)	Single-family homes
North	(UR) Urban Residential	B2 (Business) B1 (Limited Business)	Apartment complex
South	((UU) Urban University	B2 (Business) B1 (Limited Business)	University of Wyoming College of Engineering
East	(UU) Urban University	B1 (Limited Business)	University of Wyoming Anthropology Building and Parking lot
West	(UU) Urban University	B2 (Business)	University of Wyoming Enzi S.T.E.M. Building

ANALYSIS:

The 16-foot wide alley runs east – west, has previously been developed as a gravel alley and provided secondary access to adjacent residential properties. The university has acquired all properties adjacent to the alley and alley access in no longer required.

Utilities

Public utilities exist within the alley right-of-way. The University has been working with the City and has Franchise Utilities regarding relocation of utilizes presently in the alley. Staff has recommended a condition of approval be that prior to execution of the quitclaim deed transferring the land to the adjacent landowners, the applicant provide final plan and profile drawings from affected utilities.

Relationship to the Comprehensive Plan

The Comprehensive Plan Land Use Map 3.2 shows this area as Urban University. The Urban University classification is intended to increase density and intensity of uses adjacent to the campus of the University. Furthermore, the Urban University classification is intended "To promote urban living and walking in close proximity to the campus, taller residential buildings are envisioned to have first floor retail uses, thereby offering convenient services to student residents. An urban-scaled campus-town environment could also be created, being careful not to directly compete with downtown, but offering student hang-outs, a vending depot, study areas, a book store, campus health services, and other needed outlets and services" (Comprehensive Plan Chapter 3, pg 3-21).

Vacation of the alley would allow for expansion of the University's core campus. Specifically, the University is presently prepping the site for construction of the Engineering Education & Research Building (EERB). The EERB will deliver modern educational and research spaces in a new multi-story building north of Lewis Street and between 11th and 12th Streets on the University of Wyoming campus. The EERB will encompass approximately 100,000 gross square feet (GSF) and will include the following program elements: Simulation lab, Student Innovation Center (SIC) and adjoining

student project space, Student Entrepreneurship Center (SEC), active learning classrooms, Modern, reconfigurable research lab spaces to support interdisciplinary research, and offices and collaborative work areas. Overall the EERB meets the intent of the UU Land Use classification.

Relationship to the University of Wyoming Long Range Development Plan

Vacation of the alleyway is consistent with the University of Wyoming's Long Range Development Plan (LRDP). According to the LRDP, this block is to be developed with as part of the Core Campus with a large multi-story academic building. The north side of the building will front on a green space and bicycle / pedestrian / transit corridor.

The University of Wyoming's Long Range Development Plan is not an adopted City planning document and no legal or regulatory status is attached to the Plan. Nevertheless, the City and University agree that development of campus facilities according to the LRDP is desirable and beneficial for both parties.

Compensation / Valuation:

Section 5 (Alleys and Side Streets between Lewis and Bradley Streets) of the attached 2014 MOU, discussed compensation for any alleys and side streets proposed for vacation in the area bounded by 9th, Bradley, 14th and Lewis Streets. Section 5 a) iv) of the MOU states that within the area covered MOU, the City will not request compensation for vacated alleys or side streets in recognition of the estimated $1,625,000 cost to the University to replace and relocate utility lines in the area.

PUBLIC NOTICE AND COMMENTS:

Public notice was published in the Laramie Boomerang on May 28, 2016 and mailed notices were sent to area residents within 300 feet on May 25, 2016. To date staff has received no public comment on this vacation application.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Findings of Fact:

- The request complies with the applicable vacation requirements of Laramie Municipal Code, Title 15 and W.S. 15-4-305.

Conclusions of Law:

- The vacation is being processed pursuant to Laramie Municipal Code, Title 15 and W.S. 15-4-305.

ALTERNATIVES:

1. Approve the request as recommended by staff, based on findings of fact and conclusion of law. (Staff Recommendation)
2. Approve the request subject to alternative conditions, based on findings of fact and conclusion of law.
3. Deny the request based on findings of denial. Since staff recommends approval, the Planning Commission and City Council must conclude that the request does not meet all of the findings. As part of the motion, findings for denial must be stated.
4. Postpone action on the request until issues identified during the meeting can be resolved.

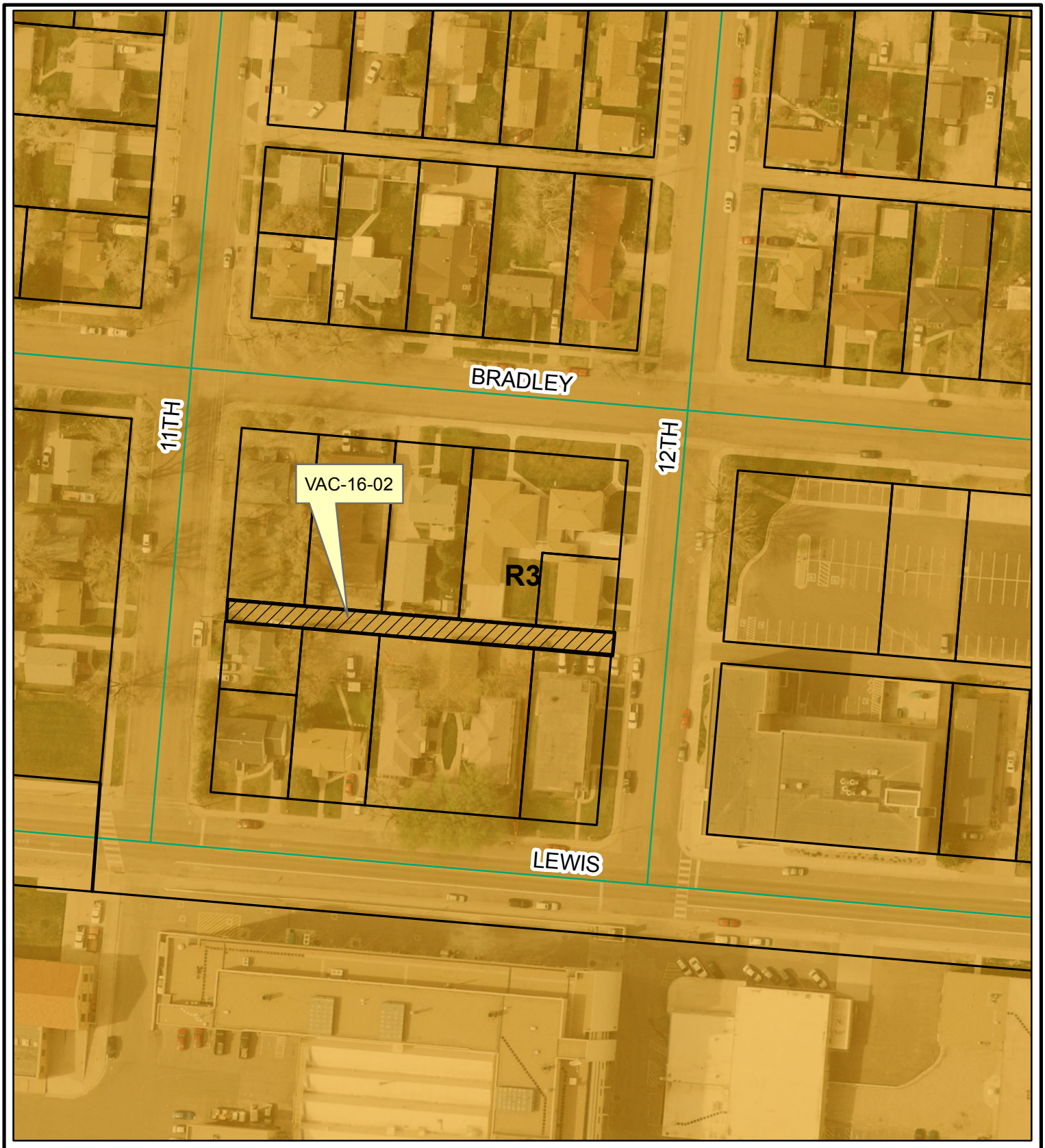
STAFF RECOMMENDATION:

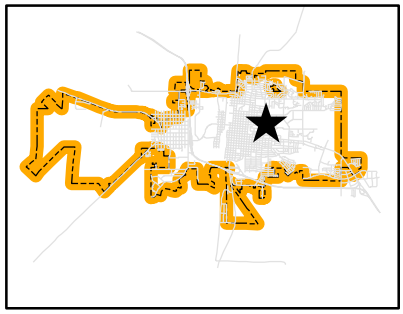
Staff recommends that City Council **approve** the vacation of 4,224 sq. ft. of alley of right-of-way within Block 1, University Place Addition, based on findings of fact and conclusions of law, based on findings of fact and conclusions of law and subject to staff's recommended conditions:

1. Prior to execution of the Quitclaim Deed transferring vacated property to the adjacent landowner all City Utilities within the alley shall be relocated in accordance with City Standards and utility plans shall be reviewed and approved by the City Engineer.
2. Prior to execution of the Quitclaim Deed conveying the property to the adjacent landowner, the applicant shall provide to the City final utility plans for review and approval showing all rerouted utilities of all affected franchise Utilities (Charter, Source Gas, Rocky Mountain Power and Century Link)

ATTACHMENTS:

1. Vicinity Map (1 page)
2. Cover Letter (2 pages)
3. Application and Letter of Consent (5 pages)
4. Location of Alley (1 page)
5. City Council Resolution No. 2012-04; Lewis Street License and Transfer Plan; and the October 7, 2014 Memorandum of Understanding (14 pages)





0 37.5 75 150 225 300 Feet

VAC-16-02
Block 1 University Place Alley Vacation

N

This Data contained herein was compiled from various sources for the sole use of the City of Laramie. REVIEW OF THIS DATA 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 cost of defense 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.

UNIVERSITY OF WYOMING

Vice President for Administration
Dept. 3982 • Room 202H, Old Main • 1000 E. University Ave. • Laramie, WY 82071
(307) 766-5766 • fax: (307) 766-3436

February 2, 2016

Randy Hunt, Director
Community Development Department
City of Laramie
P.O. Box C
405 Grand Ave.
Laramie, WY 82073

Re: Petition for Vacation – Alley-way, Block 1, University Place Addition

City of Laramie Staff, Planning Commission and Council:

The University of Wyoming is filing an application for the vacation of the alley-way of Block 1, University Place Addition within the Laramie city limits. Enclosed with this letter is the Application for Vacation of Public Way, the application fee, and all required supporting materials.

The proposed location of the vacation is the platted alley running east-west on the block between 11th and 12th Streets, and Lewis and Bradley Streets. The University of Wyoming owns all of the property abutting and adjacent to the alley that is requested to be vacated. The University of Wyoming Board of Trustees approved the block as the site for the Engineering Education & Research Building (EERB) as part of the Tier-1 Engineering Initiative to elevate the College of Engineering and Applied Science to a nationally recognized institution of academic excellence and world class research. Funds were appropriated by the State to the University for the purposes of designing and constructing the facility. University owned residential buildings on the site were advertised for sale and removal to the public. Removal of the sold buildings is to be substantially complete no later than May 31, 2016. The site is planned to be cleared this summer/fall and the University of Wyoming presently anticipates for construction to start on the new EERB facility in the first half of 2017. More information regarding the Tier-1 Engineering Initiative can be found on the following website:

http://www.uwyo.edu/ceas/engineering-initiative/index.html

This alley is covered under the conditions of the November 2014 Memorandum of Understanding (MOU) for Lewis Street Infrastructure between the City and UW as part of the Transition Plan for future expansion of the West Campus in the University's Long Range Development Plan. Section 5 of the MOU, a copy of which I have included with the application materials, outlines the processes and conditions for vacating the alley including: City utilities, franchise utilities, and consideration for the vacation.

RECEIVED
APR 14 2016

Please feel free to contact Josh Decker, Real Estate Operations Manager, at (307) 766-2937 or Larry Blake, University Facilities Planning Director, at (307) 766-2250 with any further questions. We appreciate your consideration of this application.

Respectfully,

William Mai
Vice President for Administration

Enc.: Application for Vacation of Public Way
MOU for Lewis Street Infrastructure

RECEIVED
APR 14 2016
BY: .....

COMMUNITY DEVELOPMENT DEPARTMENT

LARAMIE

PLANNING DIVISION

PC) 5/23
CC 1) 1st 6/23
PH 7/12
2) 7/19
3) 8/2

APPLICATION FOR:

Vacation of Public Way

ALL REQUIRED MATERIALS SHALL BE SUBMITTED TO THE CITY OF LARAMIE COMMUNITY DEVELOPMENT DEPARTMENT, 405 GRAND AVENUE, LARAMIE, WYOMING. ALL SUBMITTED MATERIALS WILL REMAIN THE PROPERTY OF THE CITY OF LARAMIE COMMUNITY DEVELOPMENT DEPARTMENT. APPLICATIONS, PLANS, AND/OR SUPPORTING DOCUMENTATION THAT ARE INCOMPLETE OR ILLEGIBLE WILL NOT BE ACCEPTED. PLEASE REVIEW THE ENTIRE APPLICATION AND PRINT CLEARLY. STAFF PREFERS THE APPLICATION BE SIGNED IN BLUE INK.

Date Submitted: 4/14 (Assigned by Staff)		File Number: VAC-16-02 (Assigned by Staff)
APPLICANT: Trustees of the University of Wyoming		PRIMARY CONTACT? ☐
ADDRESS: 1000 E. University Ave.		E-MAIL:
CITY: Laramie	STATE: WY	ZIP CODE: 82071
PHONE :	MOBILE:	FAX:
REPRESENTATIVE (If different than Applicant): Josh Decker		PRIMARY CONTACT? ☒
ADDRESS: UW Real Estate, Dept. 4308, 1000 E. University Ave.		E-MAIL: jdeck@uwyo.edu
CITY: Laramie	STATE: WY	ZIP CODE: 82071
PHONE : (307) 766-2937	MOBILE: (307) 399-0051	FAX:

PROJECT NAME (To be assigned by Staff):

PROJECT LOCATION (Street Address or General Location): East/West Alley between 11th and 12th Streets from Lewis to Bradley

ZONING: R3

COMPREHENSIVE PLAN LAND USE DESIGNATION: Urban University

TOTAL VACATION ACREAGE/SIZE: 4,224 sq. ft.

PROPERTY APPRAISAL AMOUNT:

NO. OF PROPERTY OWNERS ABUTTING PUBLIC WAY AND 300' EXTENSION: 1

PROPOSED USE: Engineering Education and Research Building

A vacation of a public way (right-of-way or public easement) may only be requested by a landowner abutting or adjacent to such public way. The consent of the majority of the property owners of a majority of the land abutting the area proposed to be vacated and extending 300 feet in either direction from the area to be vacated shall be required.

APPLICANT:

William Mai
(PRINT NAME)

Vice President for Administration
Deputy Treasurer, Board of Trustees

William Mai
(SIGNATURE)

2/3/16
(DATE)

PAID

RECEIVED
APR 14 2016
BY: .....

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify that I am/we are the legal owner(s) of a property abutting the way 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.)

(Print Name)	(Signature)	(Date)
William Mai Vice President for Administration Deputy Treasurer, Board of Trustees	William Mai	2/3/16

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 a specific applicant.):

(Print Name)	(Signature)	(Date)
Trustees of the University of Wyoming		

APPLICANT'S REPRESENTATIVE:

(Print Name)	(Signature)	(Date)
Josh Decker	Josh Decker	2/10/16

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.

LETTER OF CONSENT

This letter shall serve to notify and verify that I am/we are the legal owner(s) of property abutting or adjacent to such public way requested for vacation and / or within a 300-foot-extension of such public way requested for vacation. I/we consent to the vacation of such public way. I understand I may withdraw my consent by written letter prior to final consideration of this vacation by the Laramie City Council.

I am/we are the legal owner(s) of said property; have read the foregoing "Letter of Consent" 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.

PROPERTY LANDOWNER ABUTTING OR ADJACENT TO SUCH PUBLIC WAY: (Provide extra sheets if necessary.)

1)

465 N 11TH ST/1102 BRADLEY — Property Address

16733316501000 — Property ID Number (Assessor's Office)

William Mai — (Print Name)

William Mai — (Signature)

2/3/16 — (Date)

Vice President for Administration
Deputy Treasurer, Board of Trustees

2)

1108 BRADLEY ST — Property Address

16733316500900 — Property ID Number (Assessor's Office)

William Mai — (Print Name)

William Mai — (Signature)

2/3/16 — (Date)

Vice President for Administration
Deputy Treasurer, Board of Trustees

3)

1112 BRADLEY ST — Property Address

16733316500800 — Property ID Number (Assessor's Office)

William Mai — (Print Name)

William Mai — (Signature)

2/3/16 — (Date)

Vice President for Administration
Deputy Treasurer, Board of Trustees

4)

1118 BRADLEY ST — Property Address

16733316500700 — Property ID Number (Assessor's Office)

William Mai — (Print Name)

William Mai — (Signature)

2/3/16 — (Date)

Vice President for Administration
Deputy Treasurer, Board of Trustees

RECEIVED
APR 14 2016
BY: .....

LETTER OF CONSENT

This letter shall serve to notify and verify that I am/we are the legal owner(s) of property abutting or adjacent to such public way requested for vacation and / or within a 300-foot-extension of such public way requested for vacation. I/we consent to the vacation of such public way. I understand I may withdraw my consent by written letter prior to final consideration of this vacation by the Laramie City Council.

I am/we are the legal owner(s) of said property; have read the foregoing "Letter of Consent" 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.

PROPERTY LANDOWNER ABUTTING OR ADJACENT TO SUCH PUBLIC WAY: (Provide extra sheets if necessary.)

1)

460 N 12TH ST — Property Address

16733316500600 — Property ID Number (Assessor's Office)

William Mai — (Print Name)

William Mai — (Signature)

2/3/16 — (Date)

Vice President for Administration
Deputy Treasurer, Board of Trustees

2)

456 N 12TH ST — Property Address

16733316500500 — Property ID Number (Assessor's Office)

William Mai — (Print Name)

William Mai — (Signature)

2/3/16 — (Date)

Vice President for Administration
Deputy Treasurer, Board of Trustees

3)

1111 E LEWIS ST — Property Address

16733316500400 — Property ID Number (Assessor's Office)

William Mai — (Print Name)

William Mai — (Signature)

2/3/16 — (Date)

Vice President for Administration
Deputy Treasurer, Board of Trustees

4)

1107 LEWIS ST — Property Address

16733316500300 — Property ID Number (Assessor's Office)

William Mai — (Print Name)

William Mai — (Signature)

2/3/16 — (Date)

Vice President for Administration
Deputy Treasurer, Board of Trustees

LETTER OF CONSENT

This letter shall serve to notify and verify that I am/we are the legal owner(s) of property abutting or adjacent to such public way requested for vacation and / or within a 300-foot-extension of such public way requested for vacation. I/we consent to the vacation of such public way. I understand I may withdraw my consent by written letter prior to final consideration of this vacation by the Laramie City Council.

I am/we are the legal owner(s) of said property; have read the foregoing "Letter of Consent" 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.

PROPERTY LANDOWNER ABUTTING OR ADJACENT TO SUCH PUBLIC WAY: (Provide extra sheets if necessary.)

1)

459 N 11TH ST — Property Address

16733316500200 — Property ID Number (Assessor's Office)

William Mai — (Print Name)

William Mai — (Signature)

2/3/16 — (Date)

Vice President for Administration

Deputy Treasurer, Board of Trustees

2)

Property Address

Property ID Number (Assessor's Office)

(Print Name)

(Signature)

(Date)

3)

Property Address

Property ID Number (Assessor's Office)

(Print Name)

(Signature)

(Date)

4)

Property Address

Property ID Number (Assessor's Office)

(Print Name)

(Signature)

(Date)

RECEIVED
APR 14 2016

BY: .....

RESOLUTION NO. 2012-04

A RESOLUTION SUPPORTING THE VACATION OF LEWIS STREET BETWEEN NINTH AND FOURTEENTH STREETS IN THE LARAMIE CITY LIMITS.

WHEREAS, in 2011 Laws, Chapter 88, Section 346(h), the Wyoming State Legislature specified that the construction of the Michael B. Enzi science, technology, engineering and mathematics (STEM) undergraduate teaching laboratory would not commence until several conditions are met. Specifically:

(h) No construction of the science, technology, and engineering and mathematics building specified in paragraph (c) (iii) of this section shall commence until after the City of Laramie has resolved to vacate Lewis street between ninth and fourteenth streets, subject to the following:

(i) The city may, if necessary, reserve easements for access and utilities:

(ii) The university shall offer to acquire all real property in Laramie located on Lewis street between tenth and fourteenth streets;

(iii) The university shall develop, in consultation with the city of Laramie, a plan for the vacated Lewis street to allow for access for transit buses and vehicles including for special events, for access for emergency and utility vehicles and for continued access to any remaining privately owned parcels;

(iv) The city may vacate Lewis street in stages to accommodate community needs; (and)

(v) The university shall develop a plan to incorporate consistent landscaping for the growth of the campus to the north of Lewis street

WHEREAS, prior to this legislative action, the University's Long Range Development Plan (LRDP), Utility Master Plan and Transportation and Parking Master Plan had recommended the University seek to acquire Lewis Street, from Ninth to Fourteenth Streets, and which is now the subject of the above State legislation, as a logical and progressive step in the future planning for the north edge of the University campus; and,

WHEREAS, the University and City have met on numerous occasions to plan for the transfer of Lewis Street from Ninth to Fourteenth Streets; and,

WHEREAS, a resolution to transfer Lewis Street from Ninth to Fourteenth Streets must occur in a timely fashion to avoid delays in the construction of the Michael B. Enzi STEM undergraduate teaching laboratory, which could jeopardize the $50 million in State funding; and,

WHEREAS, the surface of Lewis Street from Ninth to Fourteenth Streets is needed and desired for the expansion of the University, and it appears to be consistent with the public interest that a transfer be granted; and,

WHEREAS, even though the City may, at times, request compensation for transfer of public property, the value of this construction project to the Laramie economy is such that the City will forego such compensation; and,

WHEREAS, the University has agreed to consult with the City in a comprehensive planning effort for future development along Lewis Street from Ninth to Fourteenth Streets and the north edge of the University campus; and,

WHEREAS, in consideration of the consultation in a comprehensive joint planning effort and in recognition of the importance of this action relative to the timely construction of the Michael B. Enzi STEM undergraduate teaching laboratory and future University development on the north edge of the UW campus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LARAMIE, WYOMING:

Section 1: To grant to the University immediate control of the surface and subsurface areas of that portion of Lewis Street necessary for the construction of the Michael B. Enzi STEM undergraduate teaching laboratory, and

Section 2: To complete a 3-year license agreement with the University for the transfer of the necessary property for the completion of the Michael B. Enzi STEM facility and to transfer the remainder of Lewis Street upon application by the University of Wyoming, and

Section 3: To reserve the necessary subsurface areas with a utility easement.

Specific segments of the street will be transferred upon application by the University of Wyoming. The City will not require compensation for such transfers and will timely grant the University's application to transfer.

IT IS FURTHER RESOLVED that copies of this Resolution, following passage and execution by the Mayor and Clerk, be delivered to the University of Wyoming Board of Trustees and members of the Wyoming State Legislature's Joint Appropriations Committee.

Scott A. Mullner
Mayor and President of the Laramie City Council

Attest:

Sue Morris-Jones, MMC
City Clerk

City Attorney's Office
approval as to form:

Date: 1/13/12

AGREEMENT TO GRANT TEMPORARY LICENSE AND PLAN FOR TRANSFER OF LEWIS STREET BETWEEN THE CITY OF LARAMIE, WYOMING AND UNIVERSITY OF WYOMING

1. **Parties**. This Agreement is entered into as of this 17th day of January, 2012, by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as "City"), whose address is City Hall, 406 Ivinson Street, P.O. Box C, Laramie, Wyoming, 82073, and the University of Wyoming, (hereinafter referred to as "University"), whose address is Old Main Building, 1000 East University Avenue, Laramie, WY 82072.

2. **Purpose**.

A. **The Legislation.** In 2011 Laws, Chapter 88, Section 346(h), the Wyoming State Legislature specified that: "(h) No construction of the science, technology, engineering and mathematics building specified in paragraph (c) (iii) of this section shall commence until after the City of Laramie has resolved to vacate Lewis street between ninth and fourteenth streets, subject to the following:

(i) The city may, if necessary, reserve easements for access and Utilities;

(ii) The university shall offer to acquire all real property in Laramie located on Lewis street between tenth and fourteenth streets;

(iii) The university shall develop, in consultation with the city of Laramie, a plan for the vacated Lewis street to allow for access for transit buses and vehicles including for special events, for access for emergency and utility vehicles and for continued access to any remaining privately owned parcels;

(iv) The city may vacate Lewis street in stages to accommodate community needs; (and)

(v) The university shall develop a plan to incorporate consistent landscaping for the growth of the campus to the north of Lewis street.

B. **The University's Long Range Development Plan.** Prior to this legislative action, the University's Long Range Development Plan (LRDP), Utility Master Plan and Transportation and Parking Master Plan had recommended the transfer of this section of Lewis Street as a logical and progressive step in future planning for the north edge of the University campus.

C. **University Collaboration with the City.** The University and City have met on numerous occasions to plan for the transfer of Lewis Street from Ninth to Fourteenth Streets; and.

D. **City and University Joint Planning Process.** In these meetings with the City staff, the University has agreed to participate in a comprehensive joint planning effort with the City regarding development along the Lewis Street from Ninth to Fourteenth Streets and the north edge of the University campus.

E. **Necessity of a License.** In order to accomplish the above, the City intends to grant the University a license for the purposes of complying with the legislative requirement contained in Section A of this paragraph, granting immediate use of a portion of Lewis Street as described in Paragraph 3, and referred to as "Lewis Street" in this Agreement, to facilitate immediate construction of improvements necessary for completion of the STEM facility. 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. **Description of Land**. The property is located on a portion of the street situated in Laramie, Albany County, State of Wyoming designated as Lewis Street from the East line of the intersection with Ninth Street to the West line of the intersection with Eleventh Street. Additionally, the portion from the West line of intersection with Eleventh Street to the West line of the intersection with Fourteenth Street shall be added to the license at a later date when requested by the University.

4. **Term**. The rights granted in this Agreement shall be possessed and enjoyed by the University for a period not to exceed Three (3) years, subject to the conditions found in Paragraph 6.

5. **Responsibilities of City.**

A. **Grant of License**. The City hereby grants to the University, to the extent the City has the right to do so, right-of-way (hereinafter referred to as "License") to construct, maintain and use the surface of those certain lands described in Section 3, and the specified subsurface use as herein specified for the steam heating tunnels, fiber-optic communications conduits, landscaping and other improvements.

B. **Right of Access**. The License shall carry with it the right of the University and its employees and agents at all times to have free and unimpaired ingress, egress, regress and access over, across and through said street for the construction, maintenance, operation and deconstruction of such amenities as may be placed there by the University.

C. **Exclusivity**. The University's use of the License hereunder shall be exclusive except that the City shall be permitted to access its water lines and distribution systems, sewer lines and collection systems, power and communication lines across and under the License and subject to any franchisee's existing use.

6. **Responsibilities of the University**.

A. **Construction of Street Improvements**. The University may construct the street with its surface design, and any and all improvements thereto, within this License at its sole expense. Further, during the term of the agreement, the University shall maintain the street at its sole expense.

B. **Use of Surface**. The University may construct such improvements on the surface of the property as may be desired by the University subject to subsurface improvements, and the maintenance or replacement, in place presently, and those which may be added City.

C. **Abandonment**. It is expressly made a condition of the License that if the University shall abandon the License or any portion of said License for the stated purposes of the License, then and in the event, all the rights herein granted shall cease and terminate with respect to the License so abandoned, and the title to said License shall be freed from the burden of said License; and it is further agreed that nonuse of the License or any portion thereof for the purposes of said License for the period of one (1) year along with an intent to abandon shall constitute an abandonment. In the event of an abandonment of the License, the University shall deliver to the City a recordable instrument evidencing that the title to the License so abandoned is free and clear of the burden of said License and free and clear of liens, encumbrances, clouds upon or defects in the title to said License created or permitted to be created by the University.

D. **Damages**. In the event that the University damages any of the subsurface improvements owned or operated by the City, or its franchisees, that the owner of the improvement shall have the right to repair, or replace such damaged improvement, at the sole option of the owner, at the expense of the University, and without the requirement of replacement of the surface improvements. The surface improvements shall continue to be the responsibility of the University.

E. **Planning.** The University shall collaborate and consult with the City to develop a Transition Plan for the area of the license and that area identified as future expansion of the West Campus as defined in Map 2A of the University's LRDP, specifically to include the future use of the Lewis Street corridor and all additional rights-of-way entirely or partially located within the Map 2A. The Transition Plan shall provide a long term plan for treatment and ongoing management of the infrastructure systems of the parties, including, but not limited to, water, sanitary sewer, storm sewer, steam heating tunnels, communications and motorized and non-motorized travel ways. At such time as the Transition Plan for the West Campus Extension Area is completed and mutually agreed upon by the parties or the expiration of this agreement, whichever occurs first, the City shall transfer or vacate ownership of the licensed portion of Lewis Street forgoing compensation for it and upon request of the University.

The City agrees to transfer or vacate the remaining sections of Lewis Street between 11th street and 14th streets effective upon application by the University. All transfer or vacation of Lewis Street will be done in accordance with Wyoming Statutes and the Laramie Municipal Code.

7. **General Provisions.**

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

B. **Applicable Law/Venue**. 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 this Agreement and the Parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

C. **Compliance with Law**. The University shall comply with all present and future applicable federal, state and local laws, rules, regulations, orders and other requirements applicable to the University's operations under this Agreement, including without limitation, laws, rules, regulations, orders and other requirements relating to the public or employee heath and safety, pollution or protection of the environment, and any permits, approvals or judicial or administrative orders issued thereunder. The terms of this License may be modified from time to time with additional consideration to comply with any future modification to federal, state and local laws, rules, regulations, orders or other requirements;

D. **Entirety of License**. This Agreement, consisting of six (6) pages represents the entire and integrated Agreement between the Parties and supercedes all prior negotiations, representations, and agreements, whether written or oral concerning this piece of property.

E. **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, 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.

F. **Termination**. The University agrees that this Agreement is specifically enforceable, and in the event of the University's default with respect to any of the covenants and agreements hereunder on its part to be kept and performed, and the University is found to be liable due to judicial proceedings, the University shall pay to the City all costs and expenses of enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes of the State of Wyoming, whether such remedy is pursued by filing suit or otherwise, including reasonable attorney's fees. The City agrees that this Agreement is specifically enforceable, and in the event of the City's default with respect to any of the covenants and agreements hereunder on its part to be kept and performed and the City is found to be liable due to judicial proceedings, the City shall pay to the University all costs and expenses of enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes of the State of Wyoming, whether such remedy is pursued by filing suit or otherwise, including reasonable attorney's fees. In the event that termination of the rights granted in this agreement occurs due to University's default, the University shall execute and deliver to the City, within thirty (30) days after service of a written demand, a good and sufficient quitclaim deed to all rights granted in this Agreement. Should the University fail or refuse to deliver the deed to the City, a written notice by the City reciting the failure or refusal of the University to execute and deliver the deed, and terminating this grant, shall, after sixty (60) days from the date of recording of the notice, be conclusive

evidence against the University, and all persons claiming under the University, of the termination of this grant.

G. **Notices.** Any notice to be given to City or theUniversity hereunder shall be in writing and shall be delivered personally, sent by overnight courier, sent by facsimile, or mailed in the United States Mail, certified mail, return receipt requested, to the addresses as follows:

The University of Wyoming, Office of General Counsel
1000 E, University, Dept. 3434
Laramie, Wyoming 82071

City of Laramie, City Manager
P.O. Box C
Laramie, WY 82073

H. **No Representations or Warranties**. The City makes no warranty, express, implied or statutory with respect to the lands described above, the license or the ownership thereof.

I. **Sovereign Immunity**. Neither the City nor the University waives sovereign immunity by entering into this Agreement, and specifically they retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

J. **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 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.

K. **Limitation on Assignment**. During the term of this Agreement, the University shall not assign or transfer any interest in this Agreement, or in the property that is the subject of this Agreement, without the prior written consent of the City, and any attempt to do so may be grounds for termination of this Agreement at the sole discretion of the City.

L. **Time is of the Essence**. Time is of the essence in all provisions of the Agreement.

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

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

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 has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING, as Grantor:

By: _____
Scott A. Mullner, Mayor and President of the City Council

City Attorney's Office
Approval as to form:
Date: 1/18/12

Attest: _____
Sue Morris-Jones, MMC
City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Scott A. Mullner this 18 day of January, 2012. Witness my hand and official seal.

HEATHER L. WILSON - NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
MY COMMISSION EXPIRES APR. 11, 2012

_____
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Sue Morris-Jones this 18 day of January, 2012. Witness my hand and official seal.

HEATHER L. WILSON - NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
MY COMMISSION EXPIRES APR. 11, 2012

_____
Notary Public

My commission expires:

UNIVERSITY OF WYOMING, as Grantee

By: _____

for Douglas H. Vinzant, Vice President, Administration

Witness _____

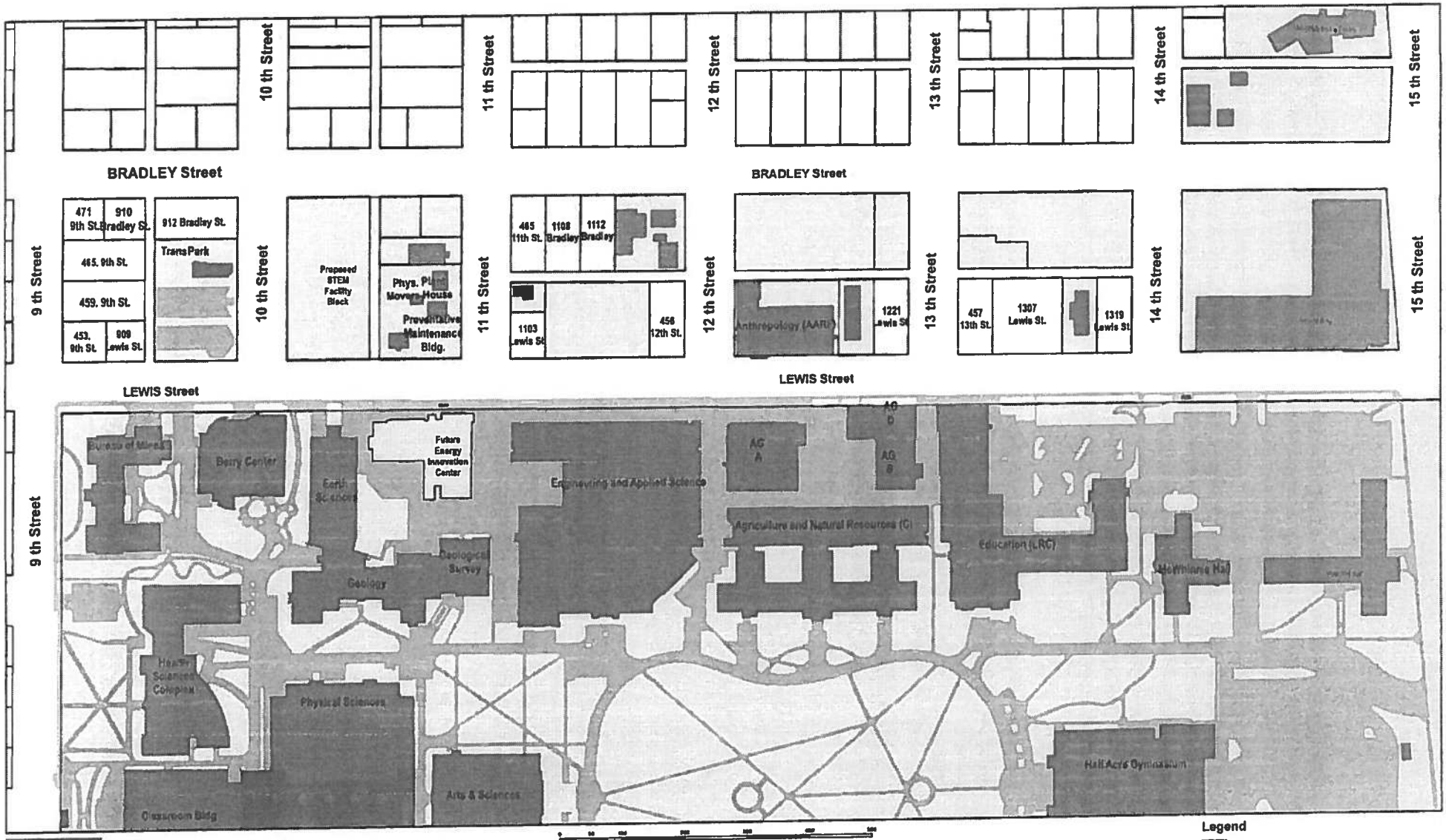
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Mark A. Collins this 30th day of January, 2012. Witness my hand and official seal.

_____
Notary Public

My commission expires:

MELISSA D. SAMP-NOTARY PUBLIC
County of Albany State of Wyoming
My Commission Expires July 30, 2014



PREPARED BY:
REAL ESTATE OPERATIONS
DEPT. 3314, 201 OLD MAIN
1000 E. UNIVERSITY AVENUE
LARAMIE, WY 82071
307.766.2937

LEWIS STREET OWNERSHIP
06/27/2012
UNIVERSITY OF WYOMING CAMPUS
LARAMIE, WY

Legend

- Proposed or Future Construction
- Building, Standing
- UW Paved Areas
- UW Property
- Privately Owned Parcel

MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY OF WYOMING
AND THE CITY OF LARAMIE
for the
Lewis Street Area Infrastructure

1) **Parties**. This Memorandum of Understanding for the Lewis Street Area Infrastructure (hereinafter "MOU") is made and entered into by and between the University of Wyoming (hereinafter "University") and the City of Laramie ("City"), which may be referred to individually as "party" or collectively as "parties."

2) **Term.** The provisions in this MOU will commence upon execution of all necessary signatures and shall remain in effect until January 1, 2024. This date may be extended with the mutual written agreement of the City and UW.

3) **Purpose**: This MOU is a result of implementing Section 6(E), "Planning" of the 2012 Agreement to Grant Temporary License and Plan for Transfer of Lewis Street Between the City of Laramie, Wyoming and University of Wyoming. This provision states:

   "The University shall collaborate and consult with the City to develop a Transition Plan for the area of the license and that area identified as future expansion of the West Campus as defined in Map 2A of the University's LRDP, specifically to include the future use of the Lewis Street corridor and all additional rights-of-way entirely or partially located within the Map 2A. The Transition Plan shall provide a long term plan for treatment and ongoing management of the infrastructure systems of the parties, including, but not limited to, water, sanitary sewer, storm sewer, steam heating tunnels, communications and motorized and non-motorized travel ways. At such time as the Transition Plan for the West Campus Extension Area is completed and mutually agreed upon by the parties or the expiration of this agreement, whichever occurs first, the City shall transfer or vacate ownership of the licensed portion of Lewis Street forgoing compensation for it and upon request of the University."

This MOU pertains to the areas in Laramie, Wyoming between Lewis and Flint streets and 9th and 15th streets. As part of the transition plan, the parties agree to address the following three sections: Lewis Street; Alleys and Side Streets between Lewis and Bradley Streets; and Traffic Flow. These three sections contain the details of the agreement the City and UW have reached regarding utilities (water, sewer, steam, communication lines and traffic flow) and the vacation of allies and side streets.

4) **Lewis Street.** This section of the MOU consists of three elements:

   a) **Steam Line and Cemetery Water Line**: The City has already granted UW a license and easement for this element of the Agreement. The license and easement allow

larger than 8". The estimated cost to UW for this 8" water line is $1 million. The City and UW will agree upon who will pay what share of the construction costs.

5) **Alleys and Side Streets between Lewis and Bradley Streets.**

a) The 2012 Lewis Street Licensure Agreement contains provisions for the vacancy of Lewis Street, and the 2013 City Council action provided for the vacancy of the Enzi Alley. This MOU sets the conditions under which the other alleys and the numbered side streets between Lewis and Bradley streets and between (but not including) 9th and 15th streets will eventually be vacated. The following conditions will apply to these vacancies:

i) Any applications to vacate the above-described alleys and side streets will proceed under the same City processes and the same regulatory provisions that governed UW's application to vacate the 9 ½ block to 11th Street of Lewis Street.

ii) All City utilities within the alley or street shall be relocated in accordance with City standards and shall be reviewed and approved by the City Engineer. UW agrees to assume ownership of any water or sewer line under the proposed vacated alley or street unless the City and UW mutually agree in writing otherwise.

iii) All franchise utilities within the alley or street shall be relocated in accordance with City standards, shall be placed underground, and shall be reviewed and approved by the City Engineer.

iv) UW has paid $625,000 to replace the City's water line through the cemetery as part of this Agreement. UW agrees to pay its cost share for the water line in 15th Street to Bradley and Flint streets and down those streets to the intersections with 14th Street (see above provision for details). The estimated cost to UW is $1 million. In recognition of UW's payment of approximately $1.625 million to replace and install new City water lines, the City will not assess a charge to vacate the alleys and side streets covered under this section of the MOU.

v) UW will not, and shall not be required to, apply for any vacation of Bradley and Flint streets between 9th and 15th streets or any alleys or side streets between Bradley and Flint streets under the provisions of this MOU.

6) **Traffic Flow.** The City is updating its traffic flow plan for the area bordered by Harney and Lewis streets and 9th and 15th streets. When the study is updated, the City and UW will discuss and finalize a plan for managing traffic in the affected area and determine if this MOU should be amended to include any provisions from the study **no later than January 30, 2015.**

7) **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon

shall be incorporated by written instrument, executed and signed by all parties to this MOU.

8) **Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations

9) **Assignment.** Without prior written consent of the other party, neither party may assign this MOU. This MOU shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.

10) **Entirety of MOU.** This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

11) **Sovereign Immunity.** The University and the City do not waive their sovereign or governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

12) **Indemnification.** Neither party shall indemnify, defend or hold harmless the other for any cause of action, or claim or demand arising out of this MOU. Each party shall be responsible for their own negligent actions or omissions.

13) **Governmental Claims.** Any actions or claims against the University or the City under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

14) **Interpretation.** The construction, interpretation and enforcement of this MOU 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 MOU and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

15) **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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the

benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

16) **Legal Authority.** Each party to this MOU warrants that it possesses the legal authority to enter into this MOU and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind it to its terms. The person(s) executing this MOU on behalf of a party warrant(s) that such person(s) have full authorization to execute this MOU.

17) **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

APPROVED BY:

University of Wyoming

9/22/14

Signature Date

William Mai
Vice President for Administration

Name
Title:

City of Laramie

18-4-14

Signature Date

Name DAVID PACKER
Title: Mayor

RECEIVED
APR 14 2016

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

	Agenda Item: 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:

I move to approve the Memorandum of Understanding between the City of Laramie and Laramie's two Rotary Clubs pertaining to a City park located between West Garfield and Spruce streets, currently known as Optimist Park and authorize the Mayor and Clerk to sign.

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 ongoing 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:

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

Future dates are subject to change

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

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

_____ City Manager _____ City Attorney _____ Choose an item.

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

April 14, 2016

Todd Feezer
City of Laramie
Parks and Recreation Department
P.O. Box C
Laramie, WY 82073

Dear Todd,

I am writing on behalf of the Optimist/Rotary Park. Although I am a Rotarian, I am writing this letter because of my family's history with the park. My great grandfather Michael Carroll was born in Ireland and immigrated to the US. He became a paymaster for the US government and transported freight and Army payrolls between Leavenworth KS and Salt Lake City Utah. On one of his return trips in 1866 he stopped at the present site of Laramie and was hired to assist in the erection of the buildings at Fort Sanders. In 1868, he resigned his position with the government and took up his residence in Laramie which was a tent village at that time. He acquired by Homestead all the land lying between the Union Pacific tracks and the Laramie River. He later lost all of the land but 40 acres through suits in the courts. He subsequently moved his family to a ranch on in the Little Laramie Valley.

Optimist Park is located on the 40 acres that he retained. My Mother told stories to us that she heard from her aunts and father about living in a home on that site and about early Laramie. My uncle Howard Carroll became the owner of Optimist Park and leased it to the City for a nominal amount for years. Recently my Cousin Teri Carroll sold the park land to the City.

My father G. J. Greaser was an Optimist when I was a child. I am not sure whether he was involved in the Park, but I do remember my family being involved in other Optimist activities.

In conclusion, I support the name change for two reasons. First is that Rotary is a very active and engaged service club. I have no doubt that having Laramie Rotary involved with that park will allow Rotarians to improve the park though various service projects in the future. Second, it is gratifying to have a part of my family history continue to serve the families of Laramie.

Thank you for your consideration,

Kerry Greaser

Kerry Greaser

April 21, 2016

Laramie Parks Advisory Committee

Dear Members of the Board:

I write in strong support of the Laramie Rotary Club proposal to rename Optimist park to Rotary park. The proposal is clearly within the best interests of Laramie. Service is the basic reason to be for the Rotary Club and this is a great opportunity for the club to serve our community. As you are undoubtedly aware, there is no Optimist Club in Laramie. Thus, the park does not benefit from this association which de facto ended years ago. Association with the Laramie Rotary club, on the other hand, provides demonstrable benefits including a significant contribution to an endowment which will be devoted to park improvement. In addition, and equally important, the club promises to participate in efforts to maintain and improve the park through it considerable volunteer capacity.

In sum, the association with Rotary with enhance the efforts of the city to maintain this park and increase its stature as an environmental attraction for all citizens of Laramie.

Sincerely,

Oliver Walter

Trihydro
CORPORATION

April 19, 2016

Members of the Laramie City Council and
Ms. Janine Jordan, City Manager
406 Grand Avenue
Laramie, WY 82070

Dear Laramie City Council Members:

The Rotary Club of Laramie and the Laramie Sunrise Rotary Club (Rotary) have been working with the City of Laramie to establish a Rotary Park. Renaming the Optimist Park to the Rotary Park provides a wonderful opportunity for the City of Laramie, Laramie residents and Rotary. Trihydro understands that Rotary desires to assist the City through financial and voluntary involvement to maintain, as well as further develop and improve the Park.

Trihydro Corporation (Trihydro) would like to extend our support for the improvement, development and renaming of Optimist Park to the Rotary Park. Trihydro has approximately 150 employees based in Laramie. The Optimist/Rotary Park is located along the green belt approximately ¾ of a mile northeast of our headquarters office. Many Trihydro employees and families enjoy the green belt and Optimist/Rotary Park as part of their daily commute and/or recreational activities.

Assisting the City with this Park directly aligns with Rotary's goals, which include community health, youth assistance and community development. Trihydro's strategic plan includes continuing to grow here in Laramie, throughout Wyoming and across the country. Providing adequately maintained park and green belt facilities will benefit our employees, their families and our recruiting efforts. Well developed and well-kept parks and recreation areas should be an important part of our infrastructure and can be a differentiator for Laramie and Wyoming.

Sincerely,
Trihydro Corporation

Jack Bedessem, P.E.
President/CEO

1252 Commerce Drive | Laramie, WY 82070 | phone 307/745.7474 | fax 307/745.7729 | www.trihydro.com

PREMIER
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1909 Vista Drive
Laramie, Wyoming 82070
307-745-8851
www.premierboneandjoint.com

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Spine Care

Thomas A. Bienz, MD
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General Orthopedics

Jay G. Carson, MD
Sports Medicine
Total Knee Replacement

Daniel E. Levene, MD
Sports Medicine
Knee and Shoulder Specialist

Ryan A. Aukerman, MD
Sports Medicine
Knee and Shoulder Specialist
U.W. Team Physician

Mark McKenna, MD
Shoulder, Elbow and Hand Specialist
Total Joint Replacement
U.W. Team Physician

William S. Bodemer, MD
Spinal Surgery
Minimally Invasive Surgery
Spinal Injections

President Larry,

First of all, I would like to say a hearty thank you to you and the Board for the tremendous amount of effort that you put into establishing this Memorandum of Understanding and working with the Sunrise Rotary Club to come together to initiate a project that is beneficial for the City as well as putting some well-placed accolades with regard to the recognition of Rotary, as it has such an impact on the Laramie community.

Rotary has been a vital force in our community for almost 100 years; it goes without saying that it is long past due to afford some vehicle that allows for recognition of that community involvement. I feel that naming rights to this park is a very befitting and appropriate gesture. Good Job!

Premier Bone and Joint Centers (formerly Gem City Bone and Joint) has been around, serving the citizens of Laramie in orthopedic needs, for roughly half of the time as Rotary in serving the city. As for me, I have only been in Laramie for approximately three years, but in that same time, I have been involved in Rotary and can plainly see the benefits our club is responsible for in terms of the many, many efforts it exerts in our community.

In those three years of my tenure, PBJC has been fortunate enough to be able to be a key sponsor in the annual duck race event. We look forward to that event every year and many of our employees are involved. We feel that having such an event in our own Rotary name sake park is an awesome concept. PBJC plans to use the park for company functions.

Summarizing, I fully support this effort that the two Rotary clubs are attempting and would urge that those involved in the final decision-making process truly consider all the perks and benefits available to both the city as well as the Rotary community of Laramie. Let's make this happen!!

Thanks again for your tremendous contribution of time.

Tom Wolfe
Chief Executive Officer

OFFICIAL TEAM PHYSICIANS FOR THE UNIVERSITY OF WYOMING ATHLETICS

PREMIER Bone & Joint Centers is a registered trade name of Gem City Bone & Joint, P.C.

April 19.2016

To the City of Laramie Administration, Members of Laramie City Council and Parks and Recreation Department,

This letter is to support the combined efforts of our communities two Rotary Clubs and the Memorandum of Understanding (MOU) with the City of Laramie with regard to renaming Optimist (Rotary) Park, providing funding for possible improvements and their pool of volunteers to assist in any future efforts to enhance the recreational experience there.

Over many years both of these civic organizations have been involved in many activities that have benefited the community whether that was fund raising for specific projects or providing volunteers for various community sponsored events. Their track record in these efforts, has been, and will continue to be something we can rely on as it relates to their commitment to this endeavor. Their pledge of funding an endowment shows their promise of involvement in the future with this project.

Through our office, we have established the Legends of Laramie Tour and one of the 15 locations is in Optimist Park. There, visitors will find a Legends sign with a Quick Response code that, once scanned, gives them an interactive experience about Jacques La Ramee whose name not only graces our city but about his life experiences in the area and on the Laramie River that passes through the park. Any involvement offered by the Rotary Clubs of Laramie will only help to improve the visitor experiences to this location.

Approving this MOU it would be a *WIN WIN* for everyone involved including the citizens of Laramie. It is our hope that the City will agree by its action to approve. We appreciate your consideration in this matter and look forward to reading about this exciting partnership.

Sincerely,

Fred Ockers, Executive Director
Albany County Tourism Board/Laramie Area Visitor Center
210 E. Custer Street, Laramie, WY 82070
307-745-4195

LARAMIE
WYOMING
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TRUE ADVENTURE.
WWW.VISITLARAMIE.ORG 800.445.5303

April 18, 2016

To the City of Laramie,

I write in support of the proposed Memorandum of Understanding (MOU) between the City of Laramie and the community's two Rotary Clubs. This is a classic win-win arrangement in which the two clubs will be able to fulfill their common goal of providing service to the community, and in return, the residents of Laramie (particularly those on the West Side) will benefit from this volunteer effort with an enhanced recreational experience that will be sustained perpetually.

Based upon first-hand experiences, I am quite confident that both Rotary Clubs will fulfill the commitments they are making in the MOU, particularly with regard to maintaining and improving the outdoor experience that the park affords. I was a member of the Sunrise Rotary Club for more than fifteen years, and during this time, volunteered regularly on many Club initiatives that benefited the community. These include: semi-annual highway cleanups along a two-mile stretch of Highway 230 just outside Laramie, participation in Community Clean-up Days, fundraisers for specific projects, help with Pancake breakfasts during Jubilee Days, and financial support for numerous individual and community-sponsored events in Albany County. These many efforts over the years always had two things in common – Sunrise Rotary fulfilled its commitments every time and the Club's efforts benefited the community.

While I have never been a member of the Rotary Club of Laramie (the "noon" club), I have had many occasions over the years to interact with its members and attend some of its meetings. Like the Sunrise Club, these individuals are some of the best leaders in our community and have contributed substantially over the years in labor and money to the well-being of our town. When they make a promise, you can take it to the bank.

The proposed work at Optimist (Rotary) Park is the latest expression of the deep, long-standing commitment these two organizations have made to Laramie and its people. I hope the City will move forward with this MOU.

Sincerely,

Mike Massie
1209 W Hill Road
742-5383

Law Offices of
Prehoda, Leonard & Edwards, LLC
1273 North 15th Street, Suite 101
P. O. Box 789
Laramie, Wyoming 82073-0789

Telephone: (307)742-7896
Fax: (307)742-9799

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Marina Latchininsky, Legal Asst.
marina@laramielaw.com

*** Admitted in Colorado**

April 22, 2016

Laramie Parks, Trees & Recreation Advisory Board
Laramie City Council

Re: Memorandum of Understanding Rename Optimist Park as Rotary Park

Dear Advisory Board Members and Councilors:

I wholeheartedly support the efforts of the Laramie Rotary Club to undertake the sponsorship of the City Park in West Laramie currently named Optimist Park and the approval of the Memorandum of Understanding (MOU) for that undertaking. I have been a member of the Laramie Rotary Club for over 15 years and am a past president of the club. I have no doubt the Rotary Club will fulfill the obligations set forth for the Club in the MOU and that Rotary's sponsorship of the Park will be mutually beneficial to the City of Laramie and Rotary.

I urge the Advisory Board to recommend approval of the MOU and the ultimate renaming of Optimist Park as Rotary Park and I urge the City Council to approve the MOU and the renaming of the Park.

Thank you for your community service.

Very truly yours,
PREHODA, LEONARD & EDWARDS, LLC

By: _____
Robert H. Leonard

John F. Freeman
1703 South 17th Street
Laramie, WY 82070

April 21, 2016

To: Members, Laramie Parks, Trees and Recreation Advisory Board

Subject: Rotary Clubs' Proposed Gift to City Designated for Optimist Park

As a resident of Laramie, I urge you to favorably consider the proposed memorandum of understanding between the City and our two Rotary Clubs concerning Optimist Park; and to forward your recommendation for approval to the City Council.

Rotary has a long record in support of projects and activities that have contributed to the betterment of our community, in particular to those amenities that contribute to more healthful living as well as to the appearance of the community for residents and visitors alike. Over the past year, both clubs have been looking into possible opportunities for investment of time and money in park improvements. Based on conversations with city staff members and other interested parties, we have concluded that the most immediately feasible project is improvements in Optimist Park.

Rotary is fortunate to have members actively engaged in restoration of the Laramie River. Connecting Optimist Park more closely with river-bank conservation would contribute to conservative use of the area and provide opportunities for engaging "town and gown" together in useful work activities.

Much has been done already to restore the river corridor, and to make it more central to community life. More needs to be done. Improvement of Optimist Park represents a useful step toward a much more ambitious long-term venture, which should be of interest to civic clubs and to community members at large.

Thank you for your consideration.

John F Freeman

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

April 22, 2016

Laramie Parks Advisory Committee
406 Ivinson Avenue
Laramie WY 82070

To Whom It May Concern:

I am writing this letter in support of renaming Optimist Park to Rotary Park.

- The Laramie Rotary Clubs have demonstrated good will and integrity
- Rotary has been a vital force in community service in Laramie for almost one hundred years
- Rotary wants to further these purposes through involvement and improvement of Rotary Park
- Rotary desires to establish a framework for a productive working relationship for ongoing improvements for Rotary Park

Renaming Optimist Park to Rotary Park will result in improvement of the park's image and the image of Laramie. Thank you for your consideration of this proposal.

Sincerely,

Gary Negich, President
First Interstate Bank

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

Agenda Item: Resolution

Title: Resolution 2016-____ to appoint one member to the Parks, Tree and Recreation Advisory Board.

Recommended Council Motion:
I move that Council approve Resolution 2016-___ declaring that one vacancy exists on the Parks, Tree and Recreation Advisory Board and that _____ be appointed to fill the vacancy on the Parks, Tree and Recreation Advisory Board for term expiring on December 31, 2016 and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Council Goal: Continue public relations outreach to engage residents in municipal government.

Background:

The Parks, Tree and Recreation Advisory Board consists of nine (9) members who are appointed by the City Council for three (3) year terms, with three (3) member terms expiring each year on December 31st. On March 9, 2016 Jaimie Le Jambre submitted her written resignation of her term that expires on December 31, 2016.

City staff solicited for volunteer board members from March 21st through April 23rd with (3) volunteer applications received. Councilor Weaver and Councilor Summerville interviewed all of the volunteer applicants.

Legal/Statutory Authority:

Chapter 2.28.020 of the Laramie Municipal Code, Appointment and terms of members.

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

Attachment: PTR Advisory Board Appointment Resolution

_____ City Manager _____ City Attorney _____ Parks & Recreation

RESOLUTION 2016-_____

A RESOLUTION APPOINTING ONE MEMBER TO THE PARKS, TREE AND RECREATION ADVISORY BOARD FOR THE CITY OF LARAMIE, WYOMING

WHEREAS, City Council for the City of Laramie, Wyoming (hereinafter referred to as "City") created the Parks, Tree and Recreation Advisory Board (Board) pursuant to Section 2.28.020 of the Laramie Municipal Code to consist of nine (9) members who are appointed by the City Council for a term of three (3) years;

WHEREAS, the term of one (1) board member, Jaimie Le Jambre was vacated via written resignation on March 9, 2016;

WHEREAS, the term of the vacated position that shall expire on December 31, 2016;

WHEREAS, one (1) vacancy exists on the Board and the City Council shall fill the vacancies pursuant to Section 2.28.020 of the Laramie Municipal Code;

WHEREAS, the city staff solicited for volunteers to serve on the Parks, Tree and Recreation Advisory Board from March 21st through April 23rd with three (3) volunteer applications received;

WHEREAS, all three (3) applicants were interviewed by Councilor Weaver and Councilor Summerville.

NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMIING, RESOLVES:

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

SECTION 2. That the City Council declares that one vacancy exists on the Parks, Tree and Recreation Advisory Board and that _____ be appointed to fill the vacancy on the Parks, Tree and Recreation Advisory Board for term expiring on December 31, 2016 and authorize the Mayor and Clerk to sign.

PASSED AND APPROVED this ____ day of _____, 2016

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

ATTEST:

_____
Angie Johnson, City Clerk
City of Laramie

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

LARAMIE 1868	**Agenda Item: Regular Meeting** **Title: Consideration of Possible Sale of Monolith Ranch acreage**

Recommended Council MOTION:

Motion Option #1:
I move to enter into negotiation with Mountain Cement Company for a purchase offer for 722.60 acres of property on the City's Monolith Ranch in the amount of $400,000.

Motion Option #2:
I move to enter into negotiation with Mountain Cement Company for a surface damage agreement for 722.60 acres of property on the City's Monolith Ranch to allow for long term mining operations.

Motion Option #3:
Council's discretion

Administrative or Policy Goal:

Stewardship of municipal assets

Background:

Information for consideration on June 21, 2016:

On June 6, 2016, Council and the Ranch Committee participated in a joint Work Session to discuss the proposed purchase offer from Mountain Cement Company. Preceding the work session, a public hearing was held to gather public comments.

The Monolith Ranch Committee met with all members present on June 15, 2016 to discuss the proposed purchase offer. Also present were representative of Mountain Cement Company, Tom Hamp and Mitch Edwards.

A motion was made to recommend to Council that the land be sold to Mountain Cement Company. The Committee, after discussion of the issue, voted 3-2 in favor of motion.

Staff will be available to answer questions at the meeting on June 21, 2006. Do not hesitate to contact us if we can be of assistance prior to the meeting.

Previous information – June 5, 2016:

A tour of the Monolith Ranch and Mountain Cement was held on May 13, 2016. The purpose of the tour was to provide information about Mountain Cement's general operations, the importance of their mining activities for both their present operations and future planning, and how the expansion of mining operations relates to the Monolith Ranch.

Pursuant to Wyoming Statute 15-1-112(d), Mountain Cement has offered $400,000 to purchase 722.60 acres located on the Monolith Ranch to mine shale for their operations. Economic development is an allowed purpose under this statute.

To refresh memories, the information following is from Mitchell Edwards, legal counsel to Mountain Cement, and was provided to the Council and Monolith Ranch Committee in an email on April 7, 2016. The email followed the public hearing on April 5, 2016 regarding the purchase offer.

Honorable Mayor Paulekas and Members of the Laramie City Council:

Since the City Council meeting on March 15, 2016, when Mountain Cement Company's offer to purchase approximately 722 acres from the City of Laramie was presented to Council for purposes of setting a public hearing, numerous questions (some good questions, some fair questions, and some misinformed questions, and some unfair questions) have arisen through public correspondence. There has been a substantial amount of bad information relayed in that correspondence. For whatever reason, it seems that the misinformation continues to be circulated. This correspondence is meant to address some of the topics of concern, answer some questions, and address some of the incorrect information.

1. Timing of Offer. It seems that there has been some concern raised that MCC's offer comes at this time in attempt to take advantage of the City's financial circumstances, particularly reduction in funding from the State of Wyoming. Nothing could be farther from the truth. First, MCC has been working on this particular project since before 2012. As you will recall, MCC approached the City in 2012 and entered into a Surface Damage Agreement with the City to conduct mineral exploration. At that time, MCC informed the City that it was conducting the exploration to get quantity and quality analysis of the Shale minerals so that it could determine whether there was sufficient minerals to support future mining operations. We informed the City that should the exploratory analysis prove fruitful that we would be coming back to the City with the intention of purchasing the property from the City. Second, MCC approached the City for the purposes of preparing a purchase offer well over a year ago, the appraisal was done before the downturn in the State's revenues and was based on comparable sales that occurred before the downturn, and MCC's offer was submitted to the City in December 2015 (also before the State budgeting process revealed that the City would be receiving less money from the State).

2. Amount of Purchase Price. It seems that there has also been some comment with regard to the purchase price offered by MCC. MCC's offer is greater than the appraised Fair Market Value, based on an appraisal conducted by a well-respected certified appraiser. It is MCC's opinion that the $550/acre appraisal is much greater than other recent appraisals in the immediate area for similarly situated property, which show land values of such type to appraise for only $350/acre. Based on those appraisals the property value would be much less, approximately $253,000. MCC's believes that it has been more than fair to the City by offering to pay $400,000 for the acreage. It has been MCC's intent all along to be a good neighbor, and to pursue its dealings with the City in good faith. The price MCC is offering was to avoid any thought that it was trying to take advantage of the City.

3. Value & Economic Contributions. There have been some comments made suggesting that they would be willing to purchase the property for these values, and/or that selling the property to MCC does not benefit the local economy. We would like to point out that this proposed sale of property is not to a neighboring rancher, which would not have any economic impact on the community and which would not provide a continuing revenue stream. For example if a neighboring rancher bought the property for its agricultural operations the only benefit would be approximately $100 in agricultural property taxes paid to Albany County for distribution between the various districts (with nothing generated for the City) – there would be no sales taxes generated, no ad valorem taxes, no severance taxes, and no employees with substantial wages living in

the city. Adversely, as Mr. Furphy indicated, MCC is one of the largest economic contributors to our community. In 2015 alone, MCC paid nearly $550,000 in property taxes, $240,000 in ad valorem taxes, $82,000 in severance taxes, and $260,000 in direct sales taxes (does not include sales taxes paid by its contractors, subcontractors, etc.). Of the severance taxes approximately $12,000 was attributed directly to MCC's operations at its Bath Quarry, and of the ad valorem taxes MCC paid approximately $40,000 directly attributed to its Bath Quarry. These are on-going annual sources of revenue to our community related directly to MCC's operations. In addition, MCC employs 124 people that mostly live, shop, and recreate in Laramie. Those employees are paid a high wage, and have good health and other benefits. MCC's payroll is in the many millions of dollars annually. As it directly relates to this project, in addition to the employees and taxes, MCC will be hiring numerous local firms (such as Western Water Consultants) and individuals (such as Amber Travsky) to assist it in its permitting and other operations, e.g. for wildlife studies, archeological studies, hydrology studies, vegetation studies, land surveys, etc. And during operations, MCC hires firms such as the locally owned Rocky Mountain Reclamation to conduct reclamation. There is no other potential purchaser of this property who would provide an economic incentive to this community. If you question whether such industries are economic contributors to their communities, I'd recommend that you contact the City of Gillette (my home town), to discuss how their extractive industries are economic contributors.

4. Lease v. Purchase. There has been quite a lot of discussion and thought that the City should "lease" the property. It is unclear to MCC where the idea of leasing has come from. A lease is not the appropriate mechanism in this circumstance, and is not an option here. A lease is only appropriate where MCC would be obtaining/leasing the mineral rights. We are not sure if the commenters are confusing "lease" with "surface damage agreement". If the City takes the position that it will not sell to MCC, then MCC would be looking at the potential of a Surface Damage Agreement with the City. If you recall when MCC did its exploration on this property in 2012, it did not enter into a lease with the City. Rather, it entered into a surface damage agreement. MCC paid the City $2,000 for the surface damages which was for a term of one year. For numerous reasons which will be addressed below, MCC is in the practice of purchasing the land (which does not reduce MCC's reclamation requirements).

MCC currently only has one active quarry in which it has a surface damage agreement. Based on past and recent conversations with that surface owner, it is clear that they do not like the circumstance of their situation, and are always looking to try to increase their payments under the arrangement. Based on current payments made on that surface damage agreement, MCC estimates that the City would be looking at an annual surface damage payment of approximately $5,000 per year in such a situation (see below regarding amount of actual disturbance at any given time). A surface damage payment would not give the City any rights to dictate mining operations, reclamation, etc. as that is all dictated by engineering and laws/regulations. If you recall from the 2012 exploration surface agreement, that agreement provided simply: "At the conclusion of all Mineral Exploration Activities, MCC shall restore and reclaim the surface of the Lands disturbed by MCC's Mineral Exploration Activities to the land's original condition to the extent commercially reasonable, but in no event to a lesser condition required by applicable federal and state laws and regulations."

5. Why Purchase? You ask, then why would MCC want to purchase the property from the City? There are numerous reasons. However, none of those reasons is to reduce MCC's reclamation obligations (Reclamation will be addressed below).

First, approximately 10 years ago, MCC's parent company, Eagle Materials, was looking at the possibility of doing a $200+ Million dollar plant improvement/expansion to create a more efficient plant that produced more cement. However, corporate would not even consider investing that kind of money or seeking shareholder approval unless MCC could show that they had secured over 100+ years worth of secured/owned raw materials along with property ownership to ensure the longevity of the plant for return on any capital

investment. The plans were put on hold for primarily two reasons: 1) the downturn in the economy in Colorado and Utah (areas where MCC actively sells cement, and along with Wyoming a large part of its market); and, 2) because there was not 100+ years of raw material reserves. At that time MCC set out to secure those reserves and surface ownership to make sure that if the expansion was considered again that we would be prepared. The first raw material we secured was the limestone, which is why MCC purchased 100+ years of limestone from UP/Anadarko, purchased the surface rights to that land from Warren Livestock, and then permitted those mining operations well into the future. The reserve and control of surface is also necessary for the longevity of the plant, regardless of whether expansion is ever put back on the table. Prior owners contemplated closing the plant (which is how the City ended up with the Monolith Ranch to begin with) and we do not want to find ourselves in that situation. If the expansion is put back on the table, it is a substantial economic incentive to this community.

Second, by owning the property MCC has more control over potential liability. For example, it is able to more readily able to control access and to take measures to prevent trespassing. It also allows MCC to ensure that its source will not be impeded by development of the area surrounding its future mining operations. Essentially, MCC preserves the open space for the life of its mining operations.

Third, by owning the property the process of completing the acquisition of federal minerals and permitting can be accomplished in a more timely manner. It does not change the obligations that MCC has in terms of studies, mining requirements, or reclamation requirements.

6. Mining Operations. It seems that there is a misperception as to MCC's mining operations. MCC will not be mining all 722.60 acres and will not be mining all 722.60 acres at one time. It is approximated that less than 500 acres will be actively mined over the lifetime of the mine. The additional property is necessary for a buffer from the mining operations, and to make sure that we aren't leaving the City with a useless, detached piece of property. MCC estimates that the lifetime of the mine will be well over 100 years, based on current production. Essentially MCC's mining operations will continue as they currently exist on the adjacent property to the west. MCC's Bath Shale Quarry is approximately 50 acres of disturbance at any given time (this includes two pits – one for red shale and one for black shale), and that acreage has been the active quarry area for approximately 15 years. The Bath Quarry to the west has been open since approximately 1993. During that nearly 25 years, including the current approx. 50 acres being mined, MCC has mined approximately 120 acres, 35 of those acres are currently fully reclaimed and an additional 29 acres are awaiting final revegetation establishment.

These mining operations are regulated by the DEQ, and include requirements to ensure mitigation of any nuisance type issues, such as requiring dust suppression, noise reduction, lighting, etc. All mining regulations apply to MCC regardless of whether MCC owns the property or not. Owning the property does not relieve or discharge MCC from mining regulations. MCC has not received any complaints from the City, or other neighbors relating to any negative effects/impacts as a result of its current mining operations on the adjacent property. The mined material (shale) is only useful to MCC for the purpose of manufacturing cement – shale contains Alumina, Iron Oxide, and Silica which is used in manufacturing cement. MCC has no other use for the shale. Although technically there would not be restriction on the use of the mineral, usually the permit outlines the purpose of the mining, and that is taken into consideration with respect to the activities. (It defines the mining plan and permitted mining schedule).

7. Reclamation. There has been substantial number of comments that MCC seeks to purchase this property to avoid reclamation obligations. This is a flat out misrepresentation of the law and MCC's practices. MCC's ownership of the property does not reduce or change its reclamation obligations (nor does the City have any ability to otherwise regulate or change the reclamation obligations – whether it retains ownership or not). MCC's reclamation obligation is essentially to reclaim the property back to its original condition. The surface

owner has control of a couple parts of reclamation, in that they can inform DEQ that they would like to not require that a road be reclaimed because they want to use the road for agricultural purposes after mining, or to not require a water monitoring well to be plugged and abandoned because they want to use the well to provide water for their cattle. But the pit itself is required to be reclaimed based on the pre-mining surveys/studies for topography, vegetation, etc that are established during the permit process.

To demonstrate this obligation, just look at all the reclamation MCC is required to do on its Etchepare limestone quarry or the Weaver quarry where MCC is the surface owner. MCC's permit for such quarries requires (like all other permits):

The permit then goes on for pages to specify exact requirements in terms of topography, contouring, surface drainages, sloping, wildlife enhancement, soils, shrubs, trees, and other vegetation (specifying exact seed mixtures and species), and etc.

MCC is required by law to bond its reclamation obligations. The current bond at the Bath Shale Quarry for approx. 50 acres of disturbance is just shy of $1Million. Those bonds are underwritten by certified financially sound sureties such as SAFECO Insurance Company of America. This ensures that if MCC were not able to reclaim the land as required to its pre-mining condition, then the State can reclaim and exercise on the bond to cover the costs of reclamation. The reclamation and bond amounts are reviewed annually to ensure that the bond is sufficient to cover the reclamation costs. MCC has increased its bond (while decreasing its disturbance area) six times over the last eight years at the Bath Quarry. During that time the bond has increased nearly $700,000 based on current costs of reclamation. I should also mention that since federal minerals are involved that the BLM also reviews MCC's permit application in accordance with its agreements with the State of Wyoming for concurrent permit review. This includes concurrence with respect to the reclamation and the reclamation bonding.

8. Post-mining use. The estimated life of the mining operation is 100+ years. That means unless MCC closes its cement plant that this land will be maintained by MCC as primarily open space for 100+ years. After mining is complete, the requirement will be to return it to its pre-mining condition for agricultural type operations. Unless one has a crystal ball (that works) it is hard to say how Laramie will change over the next 100 years. MCC is not purchasing this land to turn around and sell it for "huge profits" as some commenters have expressed.

9. Grazing Impacts. Yes, there will be impacts to grazing on this property. Regardless of whether MCC owns the property or whether the City owns the property, there will be restrictions on grazing of the property in some fashion. During the permit process grazing will have to be restricted for vegetation studies. The DEQ vegetation studies require that the vegetation be allowed to grow without grazing to ensure a proper survey of natural vegetation. Sometimes that restriction can be accomplished in restricting areas grazed or through placement of grazing exclosures (a bunch of fenced boxes). However, those exclosures are not preferable. Grazing also impacts/interferes with the wildlife surveys that are required to be completed, as activity on the property can impact the wildlife surveys for presence of numerous different species of wildlife (large game, small game, birds, etc.).

During mining there will be restrictions on grazing to keep animals and people out of the active mining area. MCC often works with ranchers on its other properties to allow some grazing to the extent that we can restrict the location of the animals. Following mining, during the reclamation period, grazing will have to be restricted from all reclaimed areas to allow the vegetation to be seeded, reestablish and become sustainable. These current restrictions are in place on the existing Bath Shale Quarry, and would exist regardless of whether MCC or the City owned the property.

With respect to the City's other operations there will be no effect. Essentially, exactly what has been occurring since at least 1993 in terms of shale mining on the adjacent property will continue. MCC's operations have not negatively impacted the City's operations on adjacent land over that time. And contrary to some comments have not impacted the distant Hutton Lakes (in fact mining occurred at Hutton Lakes years ago).

10. Water Rights. It seems that there is overall confusing regarding the purpose of the City purchasing Monolith Ranch to reestablish and enhance the old, prior appropriated, water rights for future conversion from agricultural to municipal uses. The land in question does not have any surface water rights on it that are part of the City's water right portfolio. This is dry grass (really cactus) land. There are two shallow low producing wells on the property, that were for watering cattle. One of those wells is collapsed and not capable of being used. The other well is high in elements that are not suitable for human or animal consumption and would not be converted to municipal use in any event.

11. Recreation. It seems that there is also confusion about the potential recreational value of this property. Regardless of whether or not the City owns the property the recreational potential will be severely restricted. It is currently restricted because it conflicts with the City's overall use of the Ranch, and the intended purpose to use the Ranch for agricultural purposes to utilize and enhance its water rights. Furthermore, the City does not have the resources to manage the Ranch or the land for recreational use. What recreational use is allowed on other parts of the ranch is managed by the State, such as Game & Fish. In the future, all access will have to be prohibited and restricted because of mining operations. More importantly though, this land is not proximate to any desirable recreational opportunities on the Ranch. Attached is a copy of the most recent portion of the City's master recreation plan concerning the Ranch property. As you can see, this property has NO trails, fishing, hunting, or other recreational opportunities planned on the property. In fact, a large portion of the property is covered by the legend in the lower lefthand corner.

12. City Maintain Land & Use of Funds. There have been numerous comments that the City is not selling land. We all know that is incorrect. With respect to the Ranch, this is a pretty unique issue, and as you know there are not many that have rights to access the Ranch because of minerals or that have the need/capacity to mine. The sale of this property does not mean that it creates any precedent for continuing sales. Additionally, the funds from this sale have to be earmarked to the Enterprise Fund (which controls the Ranch) – meaning the funds can and will be used for further capital development of the Ranch, Ranch water assets, or the City's water and sewer system. There is a direct benefit to all of the citizens of Laramie, and the water rate payers, by the City selling this land - that is not a beneficial part of the Ranch for the development of water resources or other uses.

Finally,
13. Other Consideration. During the comments there have been inquiries and questions regarding the City extracting other consideration from MCC for this transaction, such as allowing recreational opportunities on MCC's property east of Laramie. This simply is not an available opportunity. The property that MCC owns is to secure its plant site, maintain sufficient space for the potential for future plant improvements/expansion, and to secure its raw material resources. To the extent that MCC owns property east of town that property is to secure the future of its limestone mining operations, and is entirely within its regulated mine permit area. MCC cannot allow others to enter the property for numerous liability reasons and laws. Even if it were able to allow others to enter the property it would not be under conditions conducive to recreation (i.e. riding one's bike) - requirements for hard-toed boots, long heavy material jeans, taking safety classes, etc. Finally, once others are permitted to enter property for such uses then there would have to be substantial resources for policing, oversight, and management of that activity. Ironically, when most people think of recreation they have no consideration or thought as to the impacts of such use – it is not a benign use of property.

With respect to monitoring wells, mentioned by Ms. Hayes; MCC has no idea what Ms. Hayes is talking about. MCC has never been approached about monitoring wells. The monitoring wells are anticipated to be located on other property, and would not be beneficial on MCC property since it is not developed. The development of additional monitoring wells, conflicts with the locations and requirements of MCC's mining requirements and its well monitoring requirements under those permits. The only thing that MCC has been approached concerning is building an unproductive, costly, and ineffective concrete detention area the size of Undine Park that would only be effective (if at all) in the event of an apocalypse type event and then only if constantly maintained and replaced. Our position on denying such was in direct support of the City's position with regard to the proposal. Furthermore, MCC has monitoring wells on its property that are continuously monitored for numerous elements – that includes nitrates. Those monitoring reports and data are made publically available and submitted to the DEQ for their monitoring and review. If the City wants that data or reports, it can easily obtain such data. Others have obtained that data, and cite it quite often, because the natural occurrence of nitrates on the native land not in proximity to any mining, roads, or other developments (or impacted by such) show that the base nitrate levels are not what some like to convey as the baseline. It also tends to show that there are substantial naturally occurring sources of nitrate in the area, such as crytogramic soils and vegetation such as Mountain Mahogany. In any event, the data from MCC's monitoring wells are publically available

We hope this addresses the numerous topics, concerns, questions, and bad information that has arisen over the last month. If you have any additional questions, please feel free to contact us and we will be happy to provide you with any information that is available. We hope that you understand that MCC is putting forth is best efforts with respect to maintaining a good relationship with the City, and being a long-term contributor to this community. There is absolutely no ill-will, hidden agenda, or conspiracy being perpetrated by MCC through its purchase proposal. The proposal to purchase is in the best interest of all parties, and insures that MCC is a contributing member of this community for the long term.

Thank you for your time and consideration,
Mitch

Considerations:

The decision to sell the property is a challenging decision to make. Comments from the public have been received in many forms: email, letters to the editor in the Boomerang and given in person at the April 5 Public Hearing as well as at the April 14 Ranch Advisory Committee meeting regarding the proposed sale, and most public comments have been against the sale. However other entities, such as LEDC on April 5 and the Community Editorial Board of the Boomerang in the newspaper on April 22, recommended in favor of the sale.

The Monolith Ranch was purchased for the water right and has been operated as part of the City's Water Enterprise Fund since the purchase was completed in the early 1980s. Records research is being done to confirm that the purchase was made with enterprise fund dollars.

What may in the community's best interest 50 to 75 years into the future is one of the most challenging decisions for a City Council. There are many questions to be asked and unfortunately, not every question can be answered fully. Knowing when the transfer of the abundant Laramie River water right from an agriculture use to a municipal use will depend on growth in the community and a corresponding need for water. Currently, management of the right continues with an understanding that precise documentation will be necessary when the transfer request is presented to the Board of Control. It is important to remember that not all ranch acreage is necessary to maximize the water consumptive use plan. With this in mind, other uses of ranch acreage can be considered. The difficult question to answer is what other uses

may be appropriate on the Monolith Ranch. While not under consideration at this time, perhaps in the future a proposed land use plan could be completed.

To the topic at hand, when the City purchased the Monolith Ranch for the water right, Mountain Cement reserved the option for exploration of share minerals, reserved and owned by the United States and managed by BLM, underlying the surface lands owned by the City of Laramie. An agreement between the City and Mountain Cement was approved in January 2012 related to this exploration.

In this decision making process, Council and Ranch Committee should consider options that are in the mutual interest of the City and Mountain Cement because they do have the right to conduct mining on the property. The questions are difficult: Should the City sell the property? Should the City continue to own the property while Mountain Cement mines the area? Should a mutually beneficial land swap be considered? Answers are certainly not clear nor easy.

Options to Consider:

Option 1:

If the City chooses to sell the land, there appears to be no significant issue with the continued ranching operations other than a decreased carrying capacity of the ranch for livestock.

Option 2:

If the City continues to own the land while mining occurs, the mining operations are required to follow the Wyoming Department of Environmental Quality's mining regulations. Through the DEQ process, the City would have input. Language from the DEQ web site:

> *The Land Quality Division works to ensure that any land disturbances resulting from mining are minimal, and that affected areas are properly restored once mining is complete.*
>
> *The LQD has the authority to require permitting and licensing of all operator actions of surface and underground mine facilities. This authority is derived from the Federal Surface Mining Reclamation and Control Act, as well as the Wyoming Environmental Quality Act.*

More information can be viewed on the Wyoming DEQ site at this link: http://deq.wyoming.gov/lqd/.

Option 3:

If either Option 1 or 2 are not favored, consideration of a land swap may be a solution. Perhaps mutually beneficial land might be located that both parties may be inclined to complete a swap. Through a land swap, of course, title would transfer to Mountain Cement.

Summary and Conclusion:

Determining which option is best for the City in the long term is a challenging decision. There is no one right answer. The purpose for the work session is to discuss options, pose pertinent questions and, hopefully, answer the questions that can be answered.

At the regular meeting on June 21, 2016, Council will consider what course of action should be taken. Determining a course of action is necessary to allow adequate time for Mountain Cement to take the next steps required to move forward with the mining process.

Information prior to June 5, 2016:

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.

Legal/Statutory Authority:

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

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
Work Session	June 6, 2016

Attachments: Purchase Offer from Mountain Cement; Map; 2012 Surface Damage agreement

MOUNTAIN
CEMENT COMPANY

5 Sand Creek Rd.
Laramie, Wyoming 82070
(307) 745-4879 Fax (307) 742-4534

December 21, 2015

City of Laramie
Attn: Ms. Janine Jordan, City Manager
406 Ivinson Street
Laramie, WY 82070
VIA HAND DELIVERY

Re: Purchase of Land

Dear Ms. Jordan:

As you are aware, Mountain Cement Company operates a Portland cement manufacturing facility just south of Laramie, located at 5 Sand Creek Road. As part of our operations MCC employs 120 people in various positions; we are one of the largest private employers and economic contributors in Albany County. In order to manufacture cement MCC operates quarries, extracting raw materials used in the manufacturing process. One of these raw materials is shale. As MCC looks into the future, at some point, MCC will need to progress its quarry operations to mine additional shale minerals owned by the United States adjacent to our existing Bath Shale Quarry. In January of 2012, MCC and the City of Laramie entered into an agreement relating to MCC's exploration of shale minerals, reserved and owned by the United States, underlying surface lands owned by the City of Laramie. These are the same lands over which MCC maintains a haul road under an easement agreement with the City.

MCC would like to purchase land owned by the City of Laramie, adjacent to its Bath Shale Quarry, which we anticipate permitting and mining shale owned by the United States. We believe a sale/purchase of land would be beneficial to both the City and to MCC. The property that MCC would like to purchase from the City consists of approximately 722.60 acres, more or less:

Township 14 North, Range 74 West, 6th P.M., Albany County, Wyoming

Section 1:	All that portion lying North and West of County Road 34 (Sand Creek Road)
Section 2:	All that portion lying North and West of County Road 34 (Sand Creek Road), excepting therefrom the SWSW
Section 11:	All that portion lying North and West of County Road 34 (Sand Creek Road).

In order to facilitate a potential transaction with the City, MCC ordered an appraisal of the property, prepared by Hastings & Associates of Cheyenne, Wyoming. It is our understanding that this firm is very well respected and knowledgeable when it comes to appraising rural properties in Albany County. The property that MCC desires to purchase from the City appraised for $397,500.00. Enclosed for your records is a copy of the Uniform Rural Appraisal Report, dated May

MOUNTAIN
CEMENT COMPANY

5 Sand Creek Rd.
Laramie, Wyoming 82070
(307) 745-4879 Fax (307) 742-4534

12, 2015. MCC has discussed the potential purchase internally: If the City is willing to sell the property, MCC is authorized to purchase the property from the City for $400,000.00.

We would ask that you discuss this matter with the City Council at the Council's earliest convenience. If the Council is interested, we would be happy to have a buy-sell agreement prepared to more fully outline the terms of the transaction for the City's consideration and review, and to assist the City in complying with State law relating to the sale of real property. If you or the Council have any questions, myself and others from MCC would be happy to meet with you to discuss.

We wish you a Merry Christmas and Happy New Year!

Sincerely,

Tom Hamp, President

Enclosures: As Stated

File No.MCC, LLC

Uniform Rural Appraisal Report

City of Laramie
Sand Creek Road
Laramie, WY 82070

Prepared For:

Mountain Cement Company
Mr. Jeff Brasher, PhD
5 Sand Creek Road
Laramie, WY 82070

Intended User:

Mountain Cement Company
Mr. Jeff Brasher, PhD
5 Sand Creek Road
Laramie, WY 82070

Prepared By:

Hastings & Associates
Michael J. Hastings, ARA
1520 Logan Aveneue
Cheyenne, WY 82001

Date Prepared:

5/12/15

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Letter of Transmittal

HASTINGS & ASSOCIATES APPRAISALS
1520 LOGAN AVENUE
CHEYENNE, WY 82001
(307) 637-3930

James A. Hastings
Michael J. Hastings, ARA
General Certified in
Colorado, Nebraska,
& Wyoming

May 21, 2015

Mountain Cement Company
Mr. Jeff Brasher, PhD.
RE: Appraisal Laramie Monolith Ranch
5 Sand Creek Road
Laramie, WY 82070

Dear Mr. Brasher,

As per the faxed request, the appraiser has prepared an Appraisal Report using the traditional approach to value for vacant land. The approach to value provides a high degree of reliability for the subject as an interim ranch add-on unit. The appraisal is for the city of Laramie's Monolith Ranch property. The subject property is located approximately 5 miles south of Laramie in Albany County, Wyoming. The appraisal has been prepared to estimate the Market Value of the surface rights only. The potential for minerals was not investigated except that it is normally included in the surface value if minerals are purely speculative where there are no known or proven reserves. The appraiser's analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The report is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organization with, which the appraiser is affiliated, the American Society of Farm Managers & Rural Appraisers.

Market value is defined as follows: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specific date and the passing of title from seller to buyer.

The property is valued to reflect current and existing conditions. There has not been a significant change in property values within the past twelve months. The subject property is unimproved. In the appraiser's opinion, the Market Value of the subject property, as of May 1, 2015 is:

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Letter of Transmittal

$397,500.00

THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS

The supporting data, analyses and conclusions upon which the value is based are enclosed. This report contains consecutive pages, including exhibits, addendum and is submitted to you for your use. I greatly appreciate the opportunity to complete this assignment. If I can be of additional service or if you have any questions, please let me know.

Respectfully,
Michael J. Hastings, ARA

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Uniform Agricultural Appraisal Report

Property Identification

Owner/Occupant: City of Laramie, Monolith Ranch Land
Property Address: Sand Creek Road
State/County: WY / Albany
Property Location: 5 miles south of Laramie, WY
Highest & Best Use: Interim Agriculture "As If" Vacant
Interim Agriculture "As Improved"
Zoning: Agriculture
Unit Type: [ ] Economic Sized Unit [X] Supplemental/Add-On Unit

Total Deeded Acres: 722.60
Effective Unit Size: 722.60
Zip Code: 82070
Property Code #:
FAMC Comd'lty Gp:
Primary Land Type: Rangeland
Primary Commodity: Agricultural

FEMA Community # 560001 FEMA Map # 560001C 1765E FEMA Zone/Date: 06/16/2011
Legal Description: Lengthy see attached SEC 1 TWP 14 RNG 74 Attached [X]
Purpose of Report: Market Value Estimate
Use/Intended User(s): To make an offer to purchase subject property
Rights Appraised: Effective Fee simple surface estate
Value Definition: Market value Attached [ ]
Assignment: Appraise "as is" Report Type: Appraisal Report

Extent of Process/Scope of Work: The appraiser first observed and photographed the subject property along with interviewing one of the potential property purchasers. The appraiser searched county records for information on the subject property. Prepared a thorough sales comparison analysis, which adjusted the sales to the subject property for differences in land mix, improvement contributions, market condition, size along various other factors. Reconciled and concluded to an estimated opinion of market value. See scope of work comments next page.

Appraisal Report Summary

Summary of Facts and Conclusions

Date of Inspection: 05/01/15 Effective Date of Appraisal: 05/01/15

Value Indication
- Cost Approach: $ N/A
- Income Approach: $ N/A
- Sales Comparison Approach: $ 397,500

Opinion of Value: *(Estimated Marketing Time* 3-36 *months)* $ 397,500

Cost of Repairs: $ 0 Cost of Additions: $ 0

Allocation:

Land:	$ 397,500	$ 550 / Acre	(100 %)
Land Improvements:	$ 0	$ 0 /	(0 %)
Structural Improvement Contribution:	$ 0	$ 0 /	(0 %)
Non-Realty Items:	$ 0	$ 0 /	(0 %)
Leased Fee Value *(Remaining term of encumbrance* 0 *)*	$ 0	$ 0 /	(0 %)
Leasehold Value:	$ 0	$ 0 /	(0 %)
Overall Value:		$ 550 /	(100 %)

Income and Other Data Summary: [X] Cash Rent [ ] Share [ ] Owner/Operator [ ] FAMC Suppl. Attached

Income Multiplier ( ) Income Estimate: $ / (unit)
Expense Ratio % Expense Estimate: $ / (unit)
Overall Cap Rate: % Net Property Income: $ / (unit)

Area-Regional-Market Area Data and Trends:

	Above Avg.	Avg.	Below Avg.	N/A
Value Trend	X			
Sales Activity Trend		X		
Property Compatibility		X		
Effective Purchase Power		X		
Demand		X		
Development Potential		X		
Desirability		X		

Subject Property Rating:

	Above Avg.	Avg.	Below Avg.	N/A
Location		X		
Soil Quality/Productivity		X		
Improvement Rating				X
Compatibility		X		
Rentability		X		
Market Appeal		X		
Overall Property Rating		X		

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USPAP, Organizational, or Other Requirements

Report Type: Appraisal Report
Date of Inspection: 05/01/15 **Date of Value Opinion:** 05/01/15 **Date of Report:** 5/12/15

Scope of Work *(Describe the amount and type of information researched and the analysis applied in this assignment. The Scope of Work includes, but is not limited to the degree and extent of the property inspection; the extent of research into physical and economic factors affecting the property; the extent of data research; and the type and extent of analysis applied to arrive at the opinions or conclusions. Additionally, describe sales availability & ability to demonstrate market - "as vacant" - and "as improved" if applicable - or describe sales available to form value opinion "as completed" or proposed if requested; describe income sources and ability of income to support existing or proposed construction; discuss extent of third party verification of RCN, if applicable.):*
The scope of work included defining the appraisal problem an opinion of a market value estimate for the subject property. The assignment conditions and written instructions did not limit the scope of work performed. The intended use or users of the assignment or clients objectives did not cause assignment results to be biased. The appraiser investigated and researched vacant and improved and unimproved small to medium sized land sales for the local market area. The primary market areas for sales were Albany, Laramie and Goshen Counties, with Platte and Converse Counties being secondary market areas. These local market areas were researched for small to medium land sales with similar legal, physical, functional and economic characteristics as the subject property. The period of the sales search was the past 5 years. The appraiser collected and confirmed the sales data with assumed to be knowledgeable market participants. The sales were located, mapped, photographed and analyzed. The appraiser analyzed the sales data and formed a single conclusion of estimated market value for the subject property. The appraiser followed the practice of gathering sales from various sources, including realtors, courthouse records and other reliable real estate sources. The typical measure of value for the market area is price per acre. As part of this appraisal process, the appraiser made a number of independent investigations and analyses. The appraiser relied on data retained in the continually updated office files. Major sources of data and information were the real-estate brokers, MLS, County Planner, County Clerks, County Treasurers, Natural Resources Conservation Service, Laramie, Albany and Goshen Counties Agriculture Extension Offices, County Officials, State Water Engineer and the University of Wyoming. The primary and secondary areas were researched for improved and unimproved sales with similar legal, physical and economic characteristics as the subject property. The appraiser researched sales and subject through county records and MLS, typically not available in the normal course of business in Wyoming as it is a non-disclosure state. Other applicable research included land use regulations, covenants, availability and cost of utilities and economic status reports of the various counties. Sales are collected on a continual basis in the primary and secondary markets. The appraiser used the most current similar sales possible for the market area. The sales used are considered to be in the market area of the subject property. All the assumptions and limiting conditions that affect the analysis or conclusions are set forth in the limiting conditions page of this report. This is an appraisal report.

Subject Property Sale & Marketing History: *(Analyze and report any agreements of sale, options, or current listings as of the date of the appraisal - and all sales within three (3) years prior to the effective date of appraisal. For UASFLA assignments, report the details of the LAST SALE OF THE SUBJECT - no matter when it occurred):* The subject property has been owned longer than 36 months. The subject property was reported not to have been actively listed for sale prior to 12 months preceding the proposed purchase.

Market Conditions *(Volume of Competing Listings, Volume of Sales, Amenities Sought by Buyers):* It appears the Albany County land market is somewhat in balance from a supply and demand perspective, although estimated exposure and marketing time remains somewhat extended at 12 plus months. Sales volume has increased since the economic slump of 2008-2009 with an increasing number of sales being sold over the past 24 to 36 months. Buyers continue to seek hobby type property and add-on units to larger properties. Prices paid when measured on a $/acre basis have been slightly increasing indicating strengthening demand and slightly appreciating markets. The sale of properties in the general market area appears to be average and there appears to be an average to moderate demand. The national economy appears to be tightening and appears to be in a state of turmoil, although the economists want it to be projected to remain stable. There have not been any sales/re-sales the appraiser is aware of to indicate a down turn in the local market. See additional comments page 7:

Approaches to Value *(Explain Approaches Used and/or Omitted):* All of the approaches to value were considered for this assignment, and only the Sales Comparison Approach was determined to be applicable to produce credible results. The appraiser utilized the one traditional approach to value for vacant land, the Sales Comparison Approach. The Income Approach was not used as leasing the land for interim grazing would not be a reliable indicator and is not needed to produce credible results. The Cost Approach was not used as there are no buildings on the subject property and the Cost Approach is not needed to produce credible results.

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MARKET VALUE DEFINITION

Regulations published by federal regulatory agencies pursuant to title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA)

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure on the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Other:
The definition of Market Value is derived from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989 between July 5, 1990 and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of the Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS and the FDIC on June 7, 1994, and the Inter agency Appraisal and Evaluation Guidelines, dated October 27, 1994, various USPAP editions.

EXPOSURE AND MARKETING TIME ESTIMATES

Market value (see above definition) conclusion and the costs and other estimates used in arriving at conclusion of value is as of the date of the appraisal. Because markets upon which these estimates and conclusions are based upon are dynamic in nature, they are subject to change over time. Further, the report and value conclusion is subject to change if future physical, financial, or other conditions differ from conditions as of the date of appraisal.

In applying the market value definition to this appraisal, a reasonable exposure time of 3-36 months has been estimated. Exposure time is the estimated length of time the property interest being appraised would have been offered in the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; exposure time is always presumed to **precede** the effective date of the appraisal.

Marketing time, however, is an estimate of the amount of time it takes to sell a property interest at the market value conclusion during the period **after** the effective date of the appraisal. An estimate of marketing time is not intended to be a prediction of a date of sale. It is inappropriate to assume that the value as of the effective date of appraisal remains stable during a marketing period. Additionally, the appraiser(s) have considered market factors external to this appraisal report and have concluded that a reasonable marketing time for the property is 3-36 months.

Comments: Reasonable exposure time is one of a series of conditions, in most market-value definitions. Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is defined as follows: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. A retrospective opinion based on an analysis of past events assuming a competitive and open market. Exposure time is explained in the Uniform Standards of Professional Appraisal Practice (USPAP) 2014-2015. Exposure Time is deemed to expire as of the effective date of the appraisal; it examines the time frame leading up to the effective date of valuation, linking the value estimate to how long the property would have required exposure in order to sell at the estimated market value.

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Assumptions and Limiting Conditions

The certification of the Appraiser(s) appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth in the report.

1. The Appraiser(s) assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser(s) render any opinion as to title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Sketches in the report may show approximate dimensions and are included only to assist the reader in visualizing the property. The Appraiser(s) have made no survey of the property. Drawings and/or plats are not represented as an engineer's work product, nor are they provided for legal reference.

3. The Appraiser(s) are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made.

4. Any distribution of the valuation in the report applies only under the existing program of utilization. The separate valuations of components must not be used outside of this appraisal and are invalid if so used.

5. The Appraiser(s) have, in the process of exercising due diligence, requested, reviewed, and considered information provided by the ownership of the property and client, and the Appraiser(s) have relied on such information and assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser(s) assume no responsibility for such conditions, for engineering which might be required to discover such factors, or the cost of discovery or correction.

6. While the Appraiser(s) [X] have [ ] have not inspected the subject property and [X] have [ ] have not considered the information developed in the course of such inspection, together with the information provided by the ownership and client, the Appraiser(s) are not qualified to verify or detect the presence of hazardous substances by visual inspection or otherwise, nor qualified to determine the effect, if any, of known or unknown substances present. Unless otherwise stated, the final value conclusion is based on the subject property being free of hazardous waste contaminations, and it is specifically assumed that present and subsequent ownerships will exercise due diligence to ensure that the property does not become otherwise contaminated.

7. Information, estimates, and opinions furnished to the Appraiser(s), and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser(s) can be assumed by the Appraiser(s).

8. Unless specifically cited, no value has been allocated to mineral rights or deposits.

9. Water requirements and information provided has been relied on and, unless otherwise stated, it is assumed that:

   a. All water rights to the property have been secured or perfected, that there are no adverse easements or encumbrances, and the property complies with Bureau of Reclamation or other state and federal agencies;
   b. Irrigation and domestic water and drainage system components, including distribution equipment and piping, are real estate fixtures;
   c. Any mobile surface piping or equipment essential for water distribution, recovery, or drainage is secured with the title to real estate; and
   d. Title to all such property conveys with the land.

10. Disclosure of the contents of this report is governed by applicable law and/or by the Bylaws and Regulations of the professional appraisal organization(s) with which the Appraiser(s) are affiliated.

11. Neither all nor any part of the report, or copy thereof, shall be used for any purposes by anyone but the client specified in the report without the written consent of the Appraiser.

12. Where the appraisal conclusions are subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner consistent with the plans, specifications and/or scope of work relied upon in the appraisal.

13. Acreage of land types and measurements of improvements are based on physical inspection of the subject property unless otherwise noted in this appraisal report.

14. EXCLUSIONS. The Appraiser(s) considered and used the three independent approaches to value (cost, income, and sales comparison) where applicable in valuing the resources of the subject property for determining a final value conclusion. Explanation for the exclusion of any of the three independent approaches to value in determining a final value conclusion has been disclosed in this report.

15. SCOPE OF WORK RULE. The scope of work was developed based on information from the client. This appraisal and report was prepared for the client, at their sole discretion, within the framework of the intended use. The use of the appraisal and report for any other purpose, or use by any party not identified as an intended user, is beyond the scope of work contemplated in the appraisal, and does not create an obligation for the Appraiser.

16. Acceptance of the report by the client constitutes acceptance of all assumptions and limiting conditions contained in the report.

17. Other Contingent and Limiting Conditions:

It is critical that the reader of this report understands that the state of Wyoming is a non-disclosure state and does not require full disclosure of real estate transactions. Consequentially, if the parties to a real estate transaction are not available or if they are not willing to disclose the information of the price and terms of the sale, or if it is sold without the use of a realtor/broker or MLS board member authorized by the seller to releases such information, the appraiser is unable to record or investigate the terms and sales price.

The value estimate in this report is based upon the assumption the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental conditions. The appraiser's observation of and inquiries about the subject property did not develop any information indicating any apparent hazardous substances or detrimental environmental conditions, which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the presence of hazardous material and environmental conditions on or around the property that would have a negative effect on its value.

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Area-Regional Description

Area-Regional Boundary: Wyoming is the tenth largest state of the union with roughly 97,914 square miles according to USGS, with approximately 48% in public ownership. Wyoming has 23 counties and 97 incorporated cities and towns with a state population estimated at 562,600 people. The southern portion of Albany County, Wyoming.

Major Commodities: Livestock grazing along with mainly irrigated meadows, irrigated pasture with some interspersed mixed uses as recreational and rural residential sites.

	Above Avg.	Avg.	Below Avg.	N/A
Off Property Employment:		X		

	Unlikely	Likely	Taking Place
Change in Economic Base:	X		
From			
To			

On and Off Property:

	Up	Stable	Down
Value Trend:	X		
Sales Activity Trend:		X	
Population Trend:		X	
Employment Trend:		X	

Market Availability:

	Under Supply	Balanced	Over Supply	No Influence
Cropland Units:		X		
Livestock Units:		X		
Recreational Tracts:		X		
Rural Residential Sites			X	

Forces of Value: *(Discuss social, economic, governmental, and environmental forces.)*
Wyoming was the 44th state to be admitted to the Union on July 10, 1890. Wyoming is the tenth largest state of the union with roughly 97,914 square miles according to USGS, with approximately 48% in public ownership. Wyoming has 23 counties and 97 incorporated cities and towns with a state population estimated at 532,600 people or slightly more. There are 31 county, regional or municipal airports and two international airports. The appraised property is located in Albany County, Wyoming, which is in the southeast corner of the State of Wyoming. Albany County has approximately 4,304 square miles or roughly 2,755,136 acres. Albany County is bordered by Carbon County on the west, Converse County on the north, Larimer and Jackson Counties, Colorado on the south and Laramie and Platte Counties, Wyoming on the east. The subject property is located roughly 9 miles southwest of Laramie, Wyoming. Laramie is the largest community in the county. Other small communities in the market area are Bosler and Rock River to the north, Centennial and Albany to the west and Woods Landing and Foxpark to the south.

Exposure Time: 3-36 months. *(See attached definition and discussion)*

Market Area Description

Specific Market Area Boundaries: The southern portion of Albany County, to the north is the Albany County line, the Laramie County line to the east, to the west is the Snowy Range Mountains and to the south is the Colorado border.

Market Area:

Type	Rural	Suburb	Urban
	X	X	

	Up	Stable	Down
Value Trend		X	
Sales Activity Trend		X	
Population Trend		X	
Development Trend			X

Market Area:

	Above Avg.	Avg.	Below Avg.	N/A
Property Compatability		X		
Effective Purchase Power		X		
Demand		X		
Development Potential		X		
Desirability		X		

Analysis/Comments: *(Discuss positive and negative aspects of market area.)*
The typical measure of value for the market area is price per acre. The major crops in Albany County are irrigated hay and pasture, with an area average between 1.0 to 3.0 tons of hay per acre. Yields vary considerably because of moisture and soil productivity. The hay that is harvested is fed to livestock during the winter months, sold, or both. Very little feed grain is grown in Albany County. According to Wyoming agricultural statistics as of July 2014, the reported number of all cattle in Albany County was estimated at 52,000 head, down 3,000 head from 2013. Sheep production remains fairly stable at 2,900 head in the county, the same from 2013. Markets for livestock are available at public auctions and commercial feed lots in eastern Wyoming in Torrington and in western Nebraska and northern Colorado, at Fort Collins and Greeley. The typical share for landlord is ½ on irrigated or 1/3 for dry hay production and cash rent on pasture grass. There are some ranching operations that run cows all year as a cow/calf operation. Hay is normally harvested and used as feed during the winter months. The properties in the market area range from small homesites, small recreation tracts and small recreational ranches to large ranches along with interspersed government property. The large expanse of the Medicine Bow National Forest is to the east, south and west of the county seat.

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Market Area Continued

All levels of schools are available in Laramie, as well as the University of Wyoming. There are eight elementary schools, one junior high school, one high school and two private schools. Medical facilities in Laramie include Ivinson Memorial Hospital with a 100 - bed capacity and ambulance service. Fire service is provided by a 44-man fire department, with city police and county sheriff's offices also providing protection by a full time force. Major employers are the hospital, the University of Wyoming and the Albany County School District. There are several banks, a newspaper and all the other full service companies and businesses which make up a community.

The county population for 1990 was 30,797 people, while the town of Laramie had a 1990 population estimated at 26,687 people. The county population for 2000 was approximately 32,014 people, while the town of Laramie had a 2000 population of 27,204 people. The county population for 2010 was approximately 32,758 people, while the town of Laramie had a 2010 population reported at 30,816 people.

Because the University of Wyoming is the largest employer with roughly 5,500 employees, the government sector ranks number one in contribution to personal income. The second most important is retail trade. Agriculture in Albany County is noted for its large ranches with a typical size of nearly 8,000 acres. Employment for the local market area appears to be stable. The national unemployment rate is the highest in years. The local Albany County median household income is reported at roughly $37,500, which is below the national median reported at approximately $42,000.

Rural Electric Service is available to every established farm or ranch operation headquarters, as is telephone service.

The mountains to the west and east provide recreational and natural attractions. The forest lies on both sides of the county seat and is easily accessed from Laramie. The mountains to the west have good attractions including and are not limited to boating, fishing, skiing, hiking, snowmobiling, and deer and elk hunting. The Medicine Bow National Forest and Curt Gowdy State Park with Granite and Crystal Reservoirs are to the east. There are many other attractions in the county including the Como Bluffs Fossil Beds, Hutton National Wildlife Refuge and the Jelm Mountain Observatory, along with many other natural and man-made attractions. There are several reservoirs in the area, providing fishing and agricultural use including stored irrigation water and storage of municipal water.

In the area around the subject, recreational opportunities are many. The market area has changed over the past 10 to 15 years with subdivision developments, which may include, but are not limited to; Aspen Country, Boulder Ridge, Rockaway Ranch, Windsong, Harney Creek, Vedauwoo Springs, Rainbow Ranches, The Buttes, Lake Hattie Vistas, Sheep Mountain Estates, Wild Horse Ranch and the North Fork area. Because of the mountain views and the recreation available, the area west and southwest of Laramie and north and northwest of Fort Collins is in moderate demand, especially if there is easy access. Premium views, the proximity to the mountains and national forest and ease of access all combine to enhance property values in the market area.

The market area can be summarized as southern Albany County, consisting of undulating to gently undulating to rolling to steeply rolling topography with rock outcrop with small homesite's, small recreational tracts to medium to large-sized ranches and government property in an area of recreational opportunities and open rangelands for the production of livestock during the summer months. There are some ranching operations that run cows all year as a cow/calf operation. Hay is normally harvested and used as feed during the winter months. The market area where the subject property is located is used principally for grazing activities, with smaller recreational sites in the area with some energy production and livestock production.
There are an estimated 212 miles of groomed snow trails in the Snowy Range Mountains. Laramie is the largest community in Albany County. Other unincorporated communities may include and are not limited to Bosler and Rock River to the north, Centennial, Albany and Keystone to the west and Woods Landing and Foxpark to the southwest of Laramie. Albany County is bordered by the Medicine Bow National Forest on the east & west sides. Albany County is comprised of mountains and vast open plains. The plains extend through the center of the county and are roughly 90 miles long and approximately 30 miles wide. The plains are surrounded by the Laramie Mountains to the east and by the Snowy Range Mountains to the west. The mountains vary in elevation from 7,000 to 12,000 feet above sea level, with Laramie Peak located in the extreme northeast corner of the county, at roughly 10,300 feet above sea level. The county can be divided into regions based on the mountains and the plains. The Snowy Range Mountains to the west comprise a climate zone that has an annual precipitation of over 18 inches, with most of that falling as snow. There is no assured growing season in these mountains. The Laramie Range to the east has an elevation of 6,000 to 10,000 feet above sea level and annual precipitation of roughly 16 inches. The growing season is approximately 80 to 100 days.

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Market Area Continued

The properties in the market area range from small homesites, small recreation tracts and small recreational ranches to large ranches along with interspersed government lands. The large expanse of the Medicine Bow National Forest is to the east, south and west of the county seat. The subject property is located roughly 6 miles south of Laramie, Wyoming.

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Property Description: *(Location, use and physical characteristics)* The soils mapping of Albany County is complete. The data and photographs from the NRCS in Albany County help depict the subject property. The aerial google map gives a representative view of the overall property from above.

The estimated land class is native pasture with roughly 722.6 acres. The property is nearly level to gently sloping. The general slope, aspect, and drainage are to the south and east for the bulk of the property. The property is located in the North Platte drainage system. The purchaser provided the estimated acreage figures, which were also confirmed through county records and office mapping programs. The are no structural building improvements located on the subject property. There are no known water rights associated with the subject property. There is a livestock stock pond located on the subject property. The elevation is approximately 7,215 feet above sea level.

Land Use	Deeded Acres	Unit Type	Unit Size	
				(0.0%)
				(0.0%)
				(0.0%)
Interim Pasture	722.60	Acres		(100.0%)
				(0.0%)
				(0.0%)
				(0.0%)
				(0.0%)
				(0.0%)
				(0.0%)
Total Deeded Acres	722.60	**Total Units**		**(100 %)**

Subject Description:	Above Avg.	Avg.	Below Avg.	N/A
Location		X		
Legal Access		X		
Physical Access		X		
Contiguity		X		
Shape/Ease Mgt.		X		
Adequacy Utilities		X		
Services		X		
Rentability		X		
Compatibility		X		
Market Appeal		X		

FEMA Zone/Date 06/16/2011

Building Location N/A

Climatic: 9-13 " Annual Precipitation 7,200 ' to 7,220 ' Elevation 85-110 Frost-Free Days

Utilities: Near by Water Stock Pond Electric Near By Sewer None Gas Near by Telephone

Distance To: 7 miles Schools 8 miles Hospital 12 miles Markets 2 miles Major Hwy. 6 miles Service Center

Comments Identification of the Subject Property: The subject property is interim pasture owned by the City of Laramie. The subject property consists of one contiguous parcel. The property is fenced, but may not be on the exact property lines. There are subdivisions in the market area, but have slowed tremendously due to the national economy and the numerous active listings. There is no personal property included in this appraisal. The property is located approximately 5 miles south of Laramie, Wyoming via paved Highway 287, via Sand Creek Road, via a short trail road which, is typical of the Albany County market area. The physical access to the property is considered average for the area and access was reported to be legal. This is not a warranty.

The tract is irregularly shaped, approximately 1 mile long (north to south) and up to roughly 1 mile wide (east to west), both the length and width vary. The views are typical for the surrounding rural area. The terrain on the subject property is similar to the surrounding area. The subject varies from nearly level to gently undulating. Native pasture is the cover type on the subject at the current time. The pasture appears to be typical for the market area. The grasses and vegetation are typical for this altitude and are mainly bunch grasses, which may include, but are not limited to, Wheatgrasses, Needle and Thread grass, forbs and shrubs. The main soils on the subject are sandy loams to gravely sandy loams and are on 0-10 percent slopes or less. These light brown to brownish tan soils are moderately deep, well-drained on terraces, fans and hills of uplands and foothills. The soils formed from alluvium material and derived from mixed sources. Permeability is rated from moderate to rapid. Available water capacity is rated moderate to low. Effective rooting depth is 60" or more. Runoff is rated as medium, and the hazard of water erosion is medium. The hazard of wind erosion is rated as moderate. The main limitation is the low annual precipitation. The soils are in the gravely to sandy range sites, Southern plains.

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History

[X] Ownership Longer Than 3 Years

	Owner	Recording/Reference	Date	Price Paid	Terms
Previous:				$	
Present:	City of Laramie			$	

Currently: [ ] Optioned [ ] Under Contract Contract Price: $
Buyer: [ ] Currently Listed Listing Price: $ Listing Date:

Mountain Cement Company is considering an offer to purchase the subject property.
The subject property is not known to be currently listed for sale.

Zoning

Current Zoning: Agriculture Zoning Conformity: [X] Yes [ ] No
Zoning Change: [X] Unlikely [ ] Probable To:

Comments: The county zoning on the tract is agriculture for Albany County. There is effective zoning that governs this part of Albany County. It is on a permit basis, meaning that to build, a permit is required and is usually granted. There are few restrictions on buildings as long as they are used for agriculture, residential or recreational purposes. The subject parcel is of legal size. The property is currently tax exempt, accordingly the taxes are estimated based on assessor information.

Taxes

Tax Basis:	Assessment Year	2015	**Forecast:**	
[X] Agricultural	Land	$ 18,790	Current Tax	$ 0
[ ]	Building(s)	$ 0	Estimated/Stabilized	$ 1,290
[ ]		$	Or (722.60 Ac.) =$	1.79 /acre
Parcel #:	Total Assessed Value	$ 18,790		

Trend: [ ] Up [ ] Down [X] Stable

Comments: Wyoming has one of the lowest tax levels in the United States with low real estate taxes, no corporate taxes and no personal state income tax. Utility costs are among the lowest in the country, but have and are projected to increase slightly. The property is taxed as a stone alone unit. The above taxes are estimated based on county assessor data.

Highest & Best Use Analysis

Highest & Best Use is defined as that reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legally alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

Analysis: *(Discuss legally permissible, physically possible, financially feasible, and maximally productive uses)*
The most profitable use cannot always be interpreted in terms of money. Return occasionally takes on the form of amenities. Implied is the determination of Highest and Best Use results from the appraiser's judgment and analytical skill, an opinion, not a fact to be found. There are two tests of Highest and Best Use; 1. Is as if the subject property was unimproved and vacant.
2. Is as if the subject property was improved. There are no known deed restrictions, covenants, or environmental controls that would hinder the development of the site to its Highest and Best Use, as vacant or improved. The views, location and average vegetative cover appear to be favorable for an agricultural add-on unit use. The size, topography and shape appear favorable as an agricultural add-on unit use. Access appears favorable as well. Financially, there are no limitations relating to competition and demand for higher uses. The properties in the market area are being purchased for expansion and other agricultural uses with spot subdivisions along the main highway arteries and closer to Laramie. Maximally productive: Analyses of the returns for the potential uses indicate that an agricultural use has the greatest potential to yield the maximum profit. There is money available for financing, and an agricultural add-on unit use appears Maximally Productive at the current time.

Highest and Best Use: "As if" Vacant Interim Agriculture
"As Improved" Interim Agriculture

Discussion: The subject property does not have buildings. Accordingly, the appraisal concept of consistent use between the lands use as if vacant and the structural contribution as improved has been reviewed and focused on for this assignment. There are no buildings on the subject property. Additional buildings could enhance the property value, but not significantly.

Value Methods

Valuation Methods: [ ] Cost Approach [ ] Income Approach [X] Sales Comparison Approach
(Explain and support exclusion of one or more approaches) The three approaches to value are the Cost Approach, the Income Approach and the Sales Comparison Approach. All three approaches are based on the principle that no buyer will pay more for a property than it would cost to buy another equally desirable substitute property. All of the approaches to value were considered for this assignment, and only the Sales Comparison Approach was determined to be applicable to produce credible results. There are no buildings on the subject property, therefore, the Cost Approach was not applicable. The Income Approach was not used as the subject is too small to be income producing and is not applicable. The subject property is not large enough to be a stand alone unit. Neither the Cost nor Income Approaches are needed to produce credible results.

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Sales Comparison Comments

Summary of Appraisal Problem:

The appraisal report is for a small sized add-on unit ranch property located south of Laramie, Wyoming. The appraiser did encounter some difficulties in discovering data to appraise the subject property, with the limited sales data in the market area. The sales may be some distance away, which is normal for rural Wyoming. The subject of this appraisal is an add-on unit ranch property. The appraiser searched for sales similar to the subject property. A large market area search for sales of small to medium sized properties was made that covered an extensive area. Both sales of recreational farm/ranch properties and add-on unit ranch property along with other lands for this specific use were sought. Accordingly, sales of add-on unit ranch/agricultural lands were investigated, of which several were discovered and are included in this report. The sales used in this report were selected because they required the least amount of adjustments for the typical market area. Other sales considered are located in the addendum. The best sales from the market area were selected and are presented in this report.

Method of Adjustments:

The subject is valued by using the bracketing method. The method employs the use of a Unit Adjustment Grid and market data, cited above. Adjustments are made on the grid for differences between the subject and sale. Dollar adjustments are applied for market conditions when necessary. Adjustments that cannot be reasonably quantified are indicated with a plus (+) or a minus (-), indicating an upward or downward adjustment to the sale. A plus (+) means the comparable sale is inferior to the subject, and an upward adjustment is indicated. A minus (-) means the comparable sale is superior to the subject, and a downward adjustment is indicated. Being equal is indicated by the equal (=) sign in the overall adjustment column. Please remember the plus (+) and the minus (-) are not always the same or equivalent value. Where adjustments are not positively identified, and it becomes a matter of interpretation, the plus and minus adjustments are the best basis for the appraiser's final opinion of value and, in the appraiser's opinion, most clearly represent the actions or process used by buyers and sellers in the market area.

The local real estate market gives every indication of being average to slow as there are few sales in the market area. Sales have slowed according to the realtors because of a lack of quality inventory and over pricing, long term ownership and the stringent requirements being placed on borrowers. The local Albany County economy appears and is projected to remain stable. All others for size, location, access, water, views and trees will be addressed subjectively based on the bracketing method. No adjustments are indicated for terms or condition of sale or utilities.

The primary differences between the sales and the subject are the degree of size, location, view amenities, trees and recreational amenities, development and water. All these factors relate to buyer motivation for an add-on unit property. The important factor is the property's potential as agricultural add-on unit with average grass, views and average water for livestock. The subject property was considered on the basis of land mix, size, location, water, soils, proximity to town and recreational potentials in arriving at a final conclusion of estimated value. A physical inspection of the property was performed with relevant factors extracted and considered. Sales were examined, market factors were weighted, and their influence on the subject was estimated. The sales are all closed sales that occurred during the month indicated in this report under the market comparison approach. The subject and the sales are comparable type properties and in competitive market areas.

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Sales Comparison Approach (1-5)

Sale Data	Subject	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4 4	Sale #5 5
Grantor (Seller)		DSS Holdings, LLC	King, Tom	Tronstad, Ryan	X Bar Ranch, LLC	Horse Creek Cattle, LLC
Grantee (Buyer)		King, Tom	DSS Holdings	Rogers, Casey	Baer, Stanely	Berry, Ty
Source		Broker/CR/MLS	Broker/CR/MLS	MLS/Broker/CR	Seller/CR/Contract	Seller/CR/Contract
Date	Eff 05/15	07/12	07/12	06/14	10/13	08/12
Eff Unit Size/Unit	722.60 / Acres	620	640	123	1,747	1,280
Sale Price		299,000	320,000	90,000	1,048,000	700,000
Finance Adjusted		Cash to seller 0	Cash to seller 0	Cash 0	Cash to seller 0	Cash 0
CEV Price		299,000	320,000	90,000	1,048,000	700,000
Multiplier						
Expense Ratio		52.31	60.86	28.08	38.90	37.17

The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.

Sale Comparison						
CEV Price/ Acres		482.26	500.00	730.52	599.89	546.88
LAND AND IMPROVEMENT ADJUSTMENTS						
Land Adjustment		0.00	0.00	0.00	0.00	-46.88
Impvt. Adjustment		0.00	0.00	0.00	0.00	0.00
Adjusted Price		482.26	500.00	730.52	599.89	500.00
TIME ADJUSTMENTS						
[X] Yr [ ] Mo	Periods	0	0	0	0	0
[X] Smpl [ ] Cmp	Rate	0.00	0.00	0.00	0.00	0.00
[ ] Auto [X] Man	Time Adjustment	0.00	0.00	0.00	0.00	0.00
	Time Adj. Price	482.26	500.00	730.52	599.89	500.00
OTHER ADJUSTMENTS						
Location		Inferior	Inferior	Superior	Superior	Inferior
	Adjustment	+	+	-	-	+
Size		Similar	Similar	Superior	Inferior	Similar
	Adjustment	=	=	-	+	=
Access		Inferior	Inferior	Similar	Superior	Superior
	Adjustment	+	+	=	-	+
Water		Similar	Similar	Similar	Similar	Inferior
	Adjustment	=	=	=	=	-
Potential		Superior	Superior	Superior	Superior	Inferior
	Adjustment	+	+	-	-	+
Net Adjustments		0	0	0	0	-47
ADJUSTED PRICE		482	500	731	600	500

Analysis/Comments: *(Discuss positive and negative aspects of each sale as they affect value)*

The Sales Comparison Approach to value analyzes the subject property in terms of similar sales transactions. The wide range in value by this method is shown below with the difference from a relatively narrow bracket ($249) between the low and high per acre price as adjusted, based on the above chart and considering the adjustments to each of the sales. The estimated value for the subject property is best indicated by sales #2, #4 and #5. These sales clearly indicate to the appraiser a value of $550.00 per acre as adjusted. The middle to upper range of value was estimated because the subject has an average to good location, water is appears to be average for the market area and the access is average to good. The subject has rural residential potential in the future as well. The primary differences between the sales and the subject are the degree of size, location, view amenities and future development potentials. All these factors relate to buyer motivation for an interim agricultural add-on unit property. See exhibits for complete sales data sheets. Additional sales used as support are in the addendum as well.

Sales Comparison Approach Summary:

Property Basis (Value Range): $ 482.00 to $ 731.00

Unit Basis: $ 550.00 / Acres X 722.60 Acres = $ 397,430.00

Multiplier Basis: $ X (multiple) = $

Sales Comparison Indication:

$ 397,500

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Sales Comparison Comments

Appraisal Search Parameters and Estimated Conclusions:

The appraiser's initial similar sale searches on MLS focused on sales, listings and pending sales with transaction dates within the last 1 year to current, located within 30 miles from the subject, within a reasonable site size range in acres. The initial sale search resulted in 2 sales in the market area within the past twelve months, which were not very similar. The second search was expanded to include sales from 1-2005 forward in which case there were roughly 26 sales that populated the MLS data sheet in Albany County, Wyoming. There were approximately 5 listings on the MLS for Albany County for acreages 100 acres to 1,500 acres, which is on the low side most likely due to the national economy being sluggish along with the stringent requirements by the lenders. One needs a high credit score and approximately 25% to 35% down. Sales #2, #4 and #5 are given the most weight out of the 5 sales. Sales #2, #4 and #5 are similar to the subject in site size, location and access. All the sales used have sold within the 3 year time frame. The subject is bracketed in lot size, potential, condition, and access. All of the sales are within 60 miles of the subject property. The subject's market area is an imperfect market and there are many factors purchasers are looking for. The subject is somewhat superior to most of the sales as it does have livestock water, average to good future potential and is accessible year round.

Market Participants:

The appraiser interviews assumed to be knowledgeable market participants every time a sale is confirmed. Sales confirmation may include and is not limited to: John Phillips, Real Estate broker from Casper, Wyoming. John Pearson, Real Estate broker from Buffalo, Wyoming. Corey Clark, Real Estate broker from Lusk, Wyoming. James Rinehart, Real Estate broker from Laramie, Wyoming. Dianne Watson, Real Estate broker from Centennial, Wyoming. Ron Morris ranch Real Estate broker from Colorado. Will Speer Real Estate Broker from Saratoga, Wyoming. Laurie Forester Real Estate Broker from Saratoga, Wyoming. Hall and Hall monthly publications "From Our Corner". Karla Spiegelberg, Real Estate broker from Laramie, Wyoming. The network of appraiser's colleagues. USDA publications from their national website. Publications from the USDA, University of Wyoming and Colorado agricultural statistics yearly publications on market values. The most pertinent comments from the Real Estate brokers are that buyers are waiting on the sidelines "clammed up" waiting to see what kind of deals can be acquired. There is no evidence that the land market is declining at this point. According to some of the brokers, some of the listings were overpriced for the market area, and it appeared that some of the sellers were getting greedy. The local Albany County economy appears to be stable at present. The influence of prevailing market conditions on the estimated market value for the subject property with the most recent sales data available to the appraiser appears to be minimal. Some of this is because of long-term ownership in a small college town market area and the stringent requirements being placed on potential buyers by the lenders.

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Sales Comparison Approach - Land Adjustment for Sale# 1

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #1 1 **Land Adjustment Amt. $** 0.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Unit	$/Unit	Total
Interim Pasture	620.00	482.26				722.60	482.26			348,481

Sale Land Contrib. 299,001.00 **/ Eff. Unit Size** 620.00 = 482.26 **Total** 348,481 **/ Eff. Unit Size** 722.60 = 482.26

Sales Comparison Approach - Improvement Adjustment for Sale# 1

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements – either individually or as a lump sum.

Sales Comparison - Sale #1 1 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value	Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$
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	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$

Sale Effective Unit Size: 620.00 $ -1
Total Improvement Value = $ 0.00 / Acres

Subject Effective Unit Size: 722.60 $
Total Improvement Value = $ 0.00 / Acres

Both the sale and subject have similar pasture lands. Although the subject has a superior location.

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Sales Comparison Approach - Land Adjustment for Sale# 2

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #2 2 **Land Adjustment Amt. $** 0.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Interim Pasture	640.00	500.00				722.60	500.00			361,300

Sale Land Contrib. 320,000.00 **/ Eff. Unit Size** 640.00 = 500.00 **Total** 361,300 **/ Eff. Unit Size** 722.60 = 500.00

Sales Comparison Approach - Improvement Adjustment for Sale# 2

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #2 2 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value	Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
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	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
Sale Effective Unit Size:		640.00		$	0	Subject Effective Unit Size:		722.60		$	
Total Improvement Value = $		0.00		/	Acres	**Total Improvement Value = $**		0.00		/	Acres

Both the sale and subject have similar pasture lands. Although the subject has a superior location.

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Sales Comparison Approach - Land Adjustment for Sale# 3

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #3 3 **Land Adjustment Amt. $** 0.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Interim Pasture	123.20	730.52				722.60	730.52			527,874

Sale Land Contrib. 90,000.00 **/ Eff. Unit Size** 123.20 = 730.52 **Total** 527,874 **/ Eff. Unit Size** 722.60 = 730.52

Sales Comparison Approach - Improvement Adjustment for Sale# 3

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #3 3 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Utl/Cond.	Size	X	$/Unit	Contrib. Value	Subject Impt.	Utl/Cond.	Size	X	$/Unit	Contrib. Value
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$

Sales Comparison Approach - Land Adjustment for Sale# 4

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #4 4 **Land Adjustment Amt. $** 0.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Interim Pasture	1,747.00	599.89				722.60	599.89			433,481

Sale Land Contrib. 1,048,008.00 **/ Eff. Unit Size** 1,747.00 = 599.89 **Total** 433,481 **/ Eff. Unit Size** 722.60 = 599.89

Sales Comparison Approach - Improvement Adjustment for Sale# 4

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #4 4 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value	Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
	/		X $		=$		/		X $		=$

Sale Effective Unit Size: 1,747.00 $ -8
Total Improvement Value = $ 0.00 / Acres

Subject Effective Unit Size: 722.60 $
Total Improvement Value = $ 0.00 / Acres

Both the sale and subject have similar pasture lands. Although the sale has a superior location.

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Sales Comparison Approach - Land Adjustment for Sale# 5

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #5 5 **Land Adjustment Amt. $** -46.88

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
	100.00	1,100.00					1,100.00			
Interim Pasture	1,180.00	500.00				722.60	500.00			361,300

Sale Land Contrib. 700,000.00 **/ Eff. Unit Size** 1,280.00 = 546.88 **Total** 361,300 **/ Eff. Unit Size** 722.60 = 500.00

Sales Comparison Approach - Improvement Adjustment for Sale# 5

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements – either individually or as a lump sum.

Sales Comparison - Sale #5 5 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
	/		X $	=$	
	/		X $	=$	
	/		X $	=$	

Reconciliation and Opinion of Value

Summary

Cost Approach	$	N/A
Income Approach	$	N/A
Sales Comparison Approach	$	397,500

Discussion & Correlation of Values

Analysis of Each Approach and Opinion of Value: Only one approach to value was used to estimate the market value of the subject property. The following discussion will summarize the method used and the value indicated by this analytical process.

The Sales Comparison Approach was used to estimate the add-on unit/site value for the subject property. The weakness of this approach is that no two properties are exactly alike and amenities and purchasing considerations are intangible and difficult to compare and measure in the market area. The strength of this approach as it is presented is that it measures the actions of the actual buyers and sellers in the market. For this appraisal there were sales of properties that were similar enough to make a direct comparison to the subject property.

The Income Approach and Cost Approaches were not used and not needed to produce credible results.

The foregoing data, as obtained and presented, is strongly defined from the standpoint of being concordant. If the property is truly improved to its Highest & Best Use and the sales are similar, a reasonable relationship is indicated by the Sales Comparison Approach. Investors in similar type properties anticipate rent increases, or the price of their commodities will increase over a period of years. The Sales Comparison Approach reflects this anticipation and the market's disposition toward the future, which appears to be stable. Consideration was given to all of the data and the relativeness of the information collected. The information for the Sales Comparison Approach appears the most favorable and strongly suggests $25,000.00 for a recreational site with similar amenities as found on the sales. Properties such as the subject reflect somewhat higher current prices because of the quality of the available access, utilities and amenities, over those with inferior access, inferior location and fewer amenities, as found on some of the sales.

In the conclusion to value, the Sales Comparison Approach is considered to be a reliable indicator because it tends to reflect market intentions with consideration to properties that are similar to the subject property.

Allocation of Value

Opinion Of Value - *(Estimated Marketing Time* 3-36 *months, see attached)* $ 397,500

Cost of Repairs $ 0
Cost of Additions $ 0

Allocation: *(Total Deeded Units:* 722.60 *)*

Land:	$ 397,500	$ 550 /	Acre	(100 %)
Land Improvements:	$ 0	$ 0 /		(0 %)
Structural Improvement Contribution:	$ 0	$ 0 /		(0 %)

Value Estimate of Non-Realty Items:

Value of Personal Property *(local market basis)*	$ 0		
Value of Other Non-Realty Interests:	$ 0		
Non-Realty Items:	$ 0	$ 0 /	(0 %)
Leased Fee Value *(Remaining Term of Encumbrance* 0 *)*	$ 0	$ 0 /	(0 %)
Leasehold Value	$ 0	$ 0 /	(0 %)
Overall Value	$ 397,500	$ 550 /	(100 %)

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Appraiser Certification

I certify that, to the best of my knowledge and belief:

1. the statements of fact contained in this report are true and correct.
2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analysis, opinions, and conclusions.
3. I have [X] no [ ] the specified present or prospective interest in the property that is the subject of this report and I have [X] no [ ] the specified personal interest with respect to the parties involved.
4. I have performed [X] no [ ] the specified services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. my engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I [X] have [ ] have not made a personal inspection of the property that is the subject of this report.
10. [X] no one [ ] the specified persons provided significant real property appraisal assistance to the person signing this certification.

The appraiser's analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The report is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organization with which the appraiser is affiliated, the American Society of Farm Managers & Rural Appraisers.

The appraiser has made a personal inspection of the appraised property that is the subject of this report and all similar sales used in developing the estimate of market value.

The appraiser is competent through training and experience to complete the appraisal and is properly certified to prepare the appraisal.

The appraiser certifies he has met the requirements for continuing education as set forth by the American Society of Farm Managers and Rural Appraisers and the State of Wyoming. The appraiser is not subject to any investigation regarding ethical conduct and has not been charged with violating any ethical rules of the professional organization.

No Employee, director, officer, or agent of Mountain Cement Company, or any other third party acting as a joint venture partner, independent contractor, appraisal management company, or partner on behalf of the client has influenced or attempted to influence the development, reporting, result, or review of this assignment through coercion, extortion, collusion, compensation, instruction, inducement, intimidation, bribery or in any other manner. I have not been contacted by anyone other than the intended user (Client as identified in the report), purchaser, or designated contact to make an appointment to enter the subject property. The potential purchaser was contacted to make an appointment for the inspection and the potential purchaser made no attempt to influence the appraiser in anyway.

Definition of inspection:

The term inspection as used in this report is not the same level of inspection that is required for a "Professional Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical system, foundation, floor structure or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property.

This report has been electronically prepared in compliance with USPAP guidelines which includes a secure digital signature and adequate security measures in place to protect the data produced by the appraiser.

The estimated opinion of value is based upon the market data available to the appraiser and not a guarantee or warranty of value.

Effective Date of Appraisal: 05/01/15

Opinion of Value: $ 397,500

Appraiser:

Signature:

Property Inspection: [X] Yes [ ] No
Inspection Date: 05/01/15

Name: Michael J. Hastings, ARA
License #:
Certification #: 325

Appraiser has [X] inspected [X] verified [X] analyzed the sales contained herein.

Date Signed: 05/23/15

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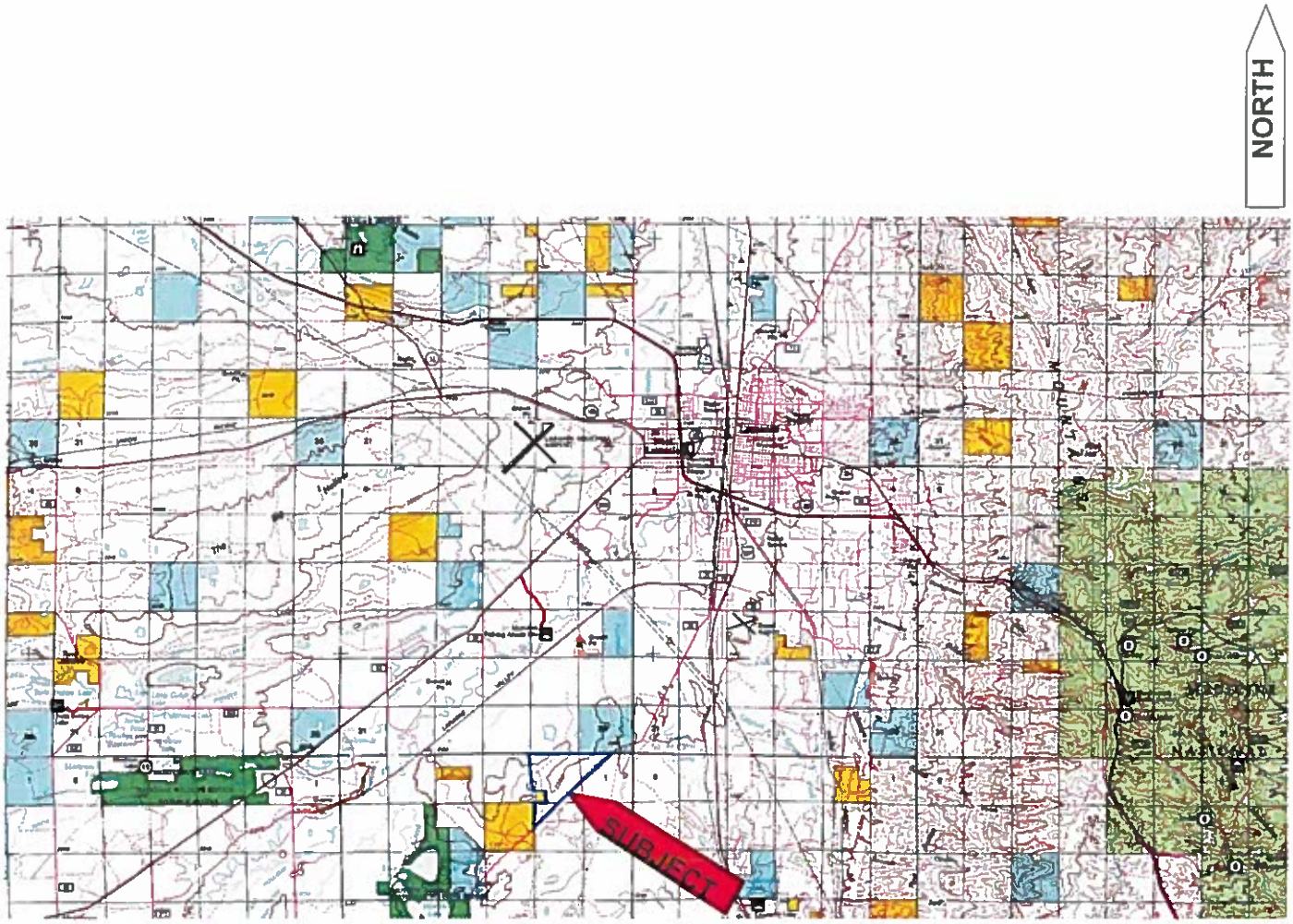
General Location Map



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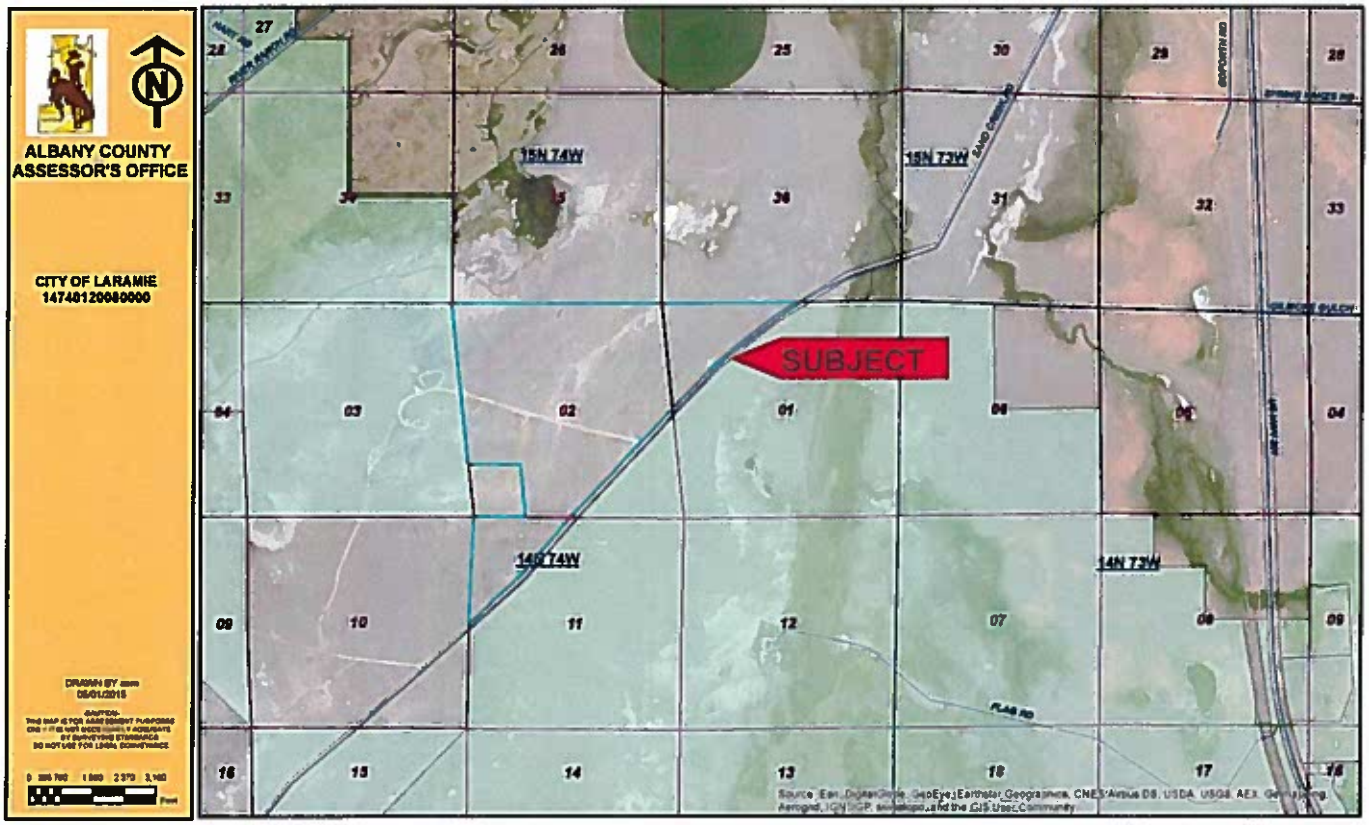
County Data map



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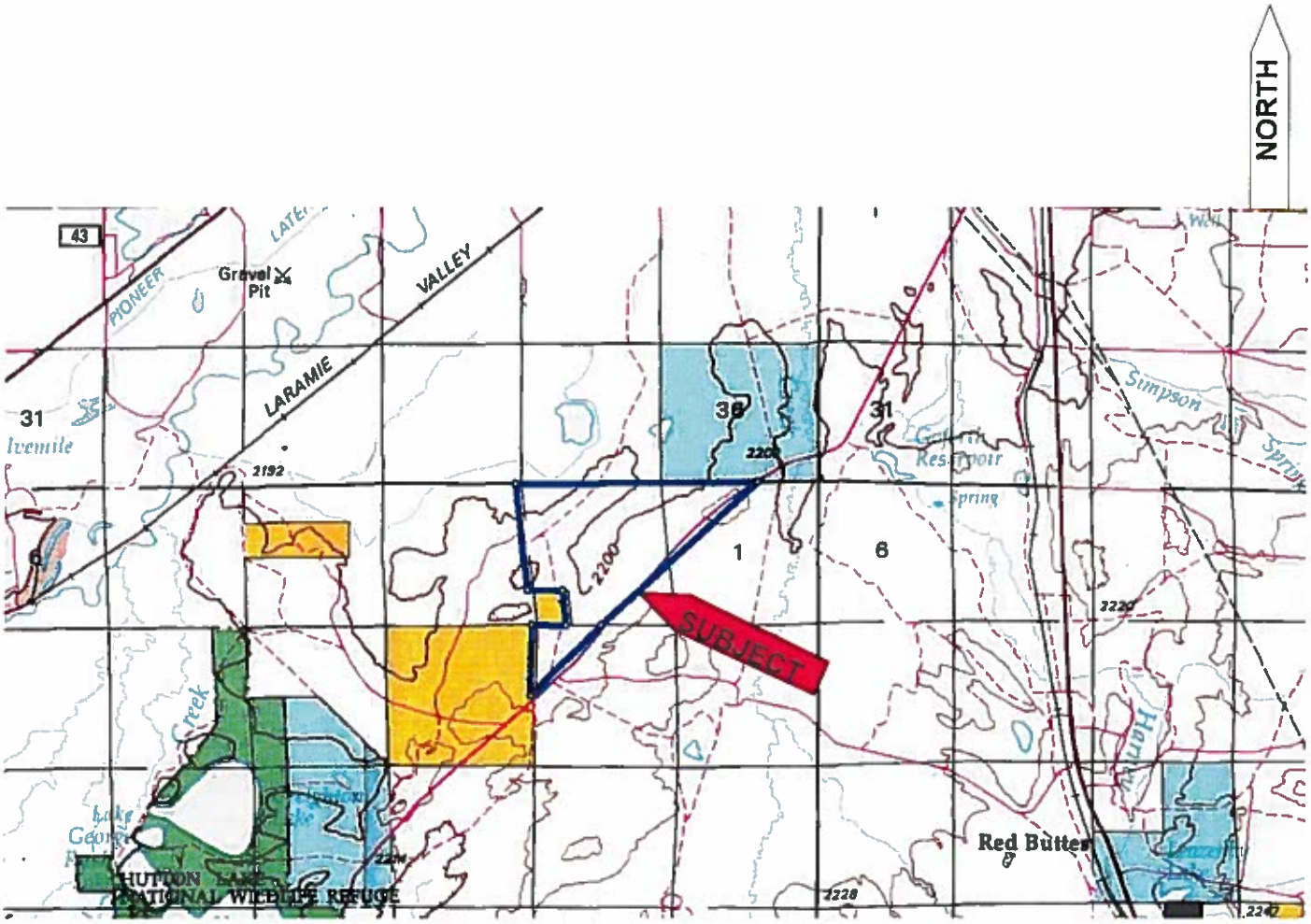
Location Map



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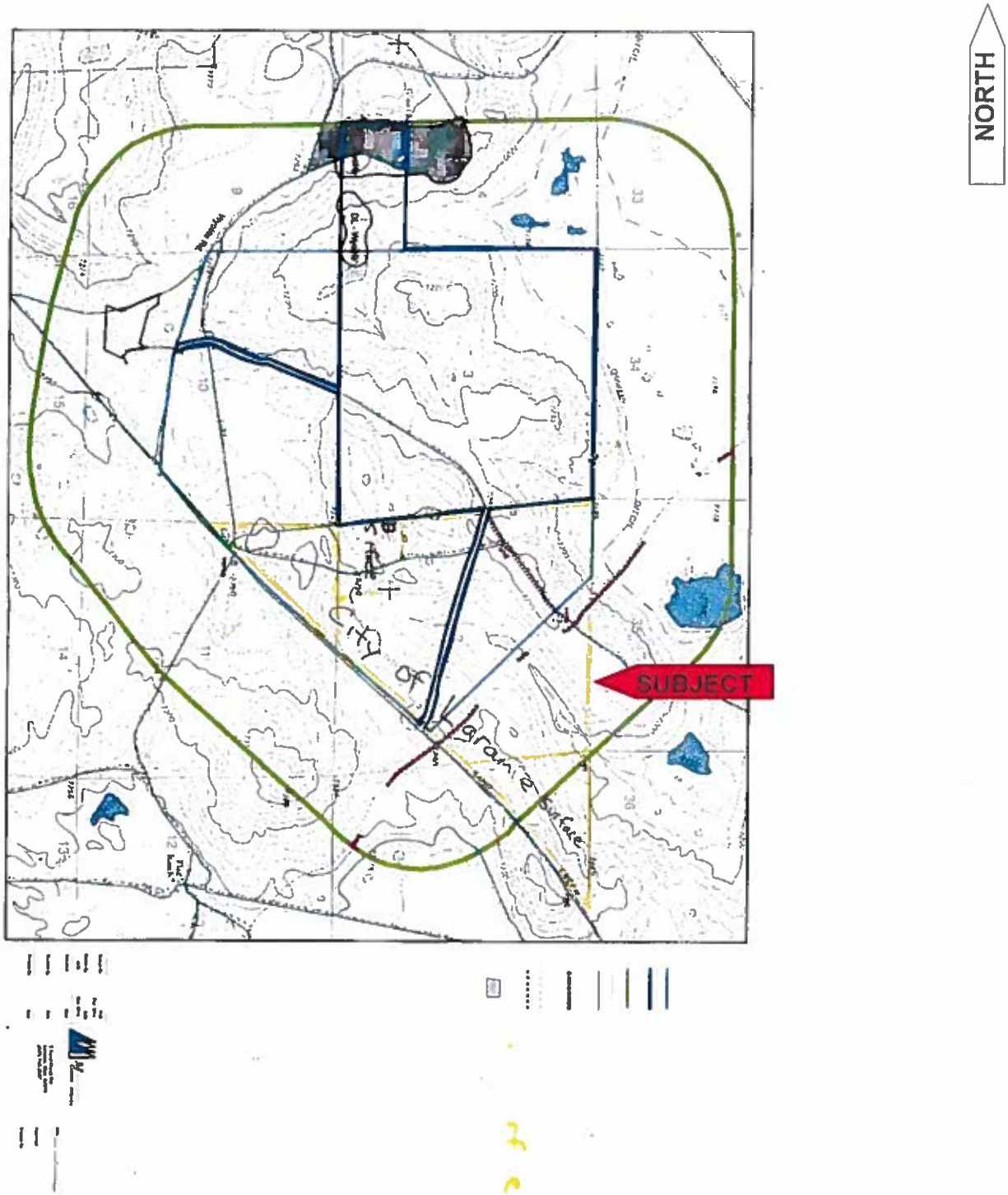
Location Map Provided



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Google Earth Map

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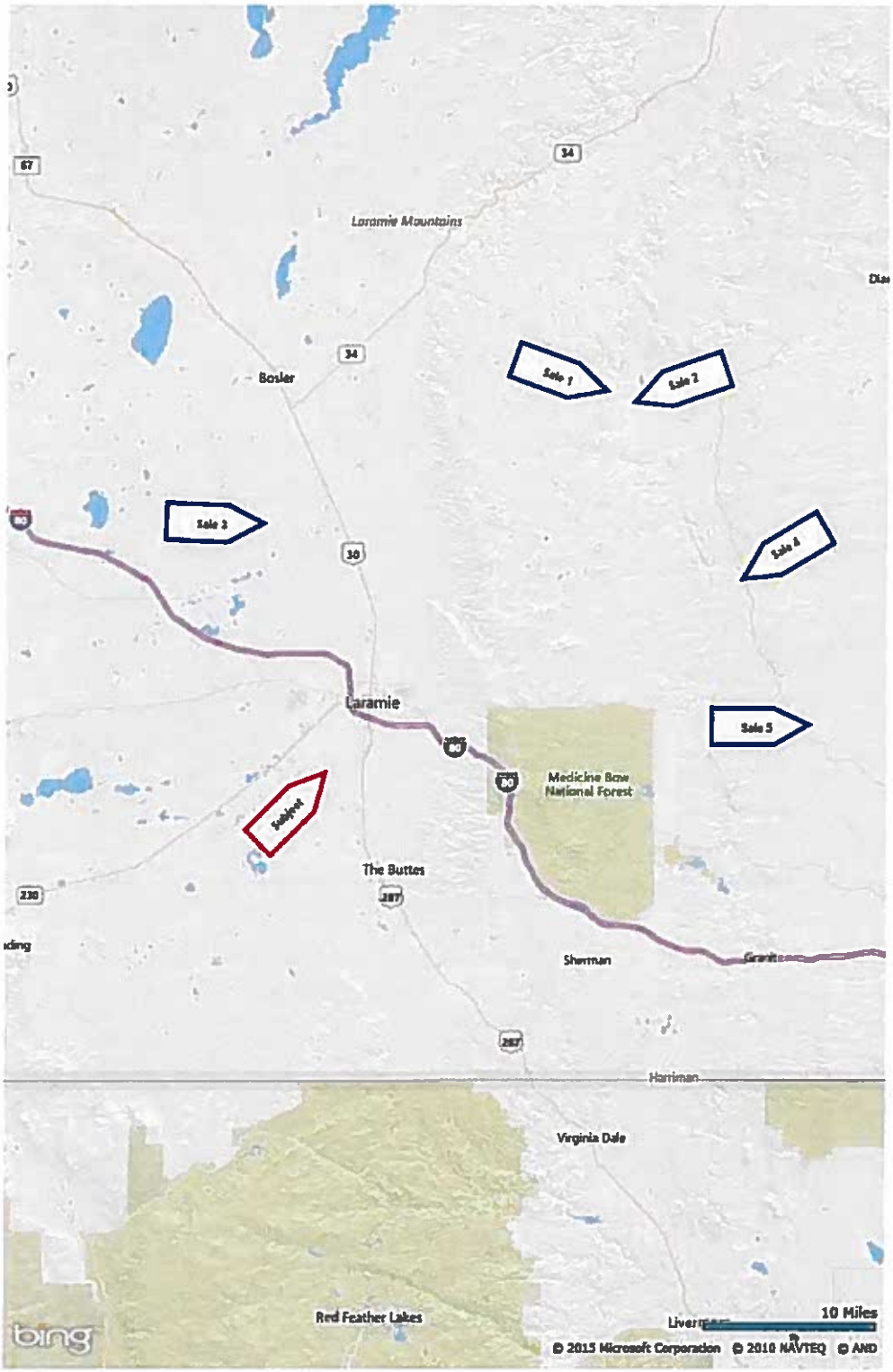
Sales Location Map



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Subject Photos

ABOVE: From the cattle guard gate looking west

BELOW: From near the cattle guard gate looking SW

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Subject Photos

ABOVE: From the gate looking northerly along Sand Creek Road

BELOW: From southern end of property looking NW

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County Data

ALBANY COUNTY ASSESSOR PROPERTY SUMMARY

Account #: R0004113
Local #: 00000000

Parcel #: 14740120080000

Appr Year: 2015 **Tax Dist:** 8101 **LEA:** 0561 **Acct Type:** Exempt

Owner's Name and Address:

CITY OF LARAMIE
ATTN: CITY MANAGER
PO BOX C

LARAMIE WY 820700000

Business: MONOLITH RANCH LAND

Property Address:

Street: 14-74-1
City: LARAMIE

Legal Description

14 N 74 W 1 TRACT N & W OF SAND CREEK ROAD 60.000, 2 ALL N OF CO RD LESS SWSW 565.600, 11 TRACT N & W OF 77.000, TOTAL ACRES: 722.600

Land Valuation Summary

Land Type	Ag Code	Abst Code	Square Feet	Value By	Unit of Measure	Number Of Units	Value Per Unit	Attr Adj	Fair Market Value
Agricultural	RA 3-4 R-	40316	25,997,044	Producing	Acres	596.81	$22.0000	1.00	$13,130
Agricultural	RA 3-4 R-	40315	5,479,412	Producing	Acres	125.79	$45.0000	1.00	$5,661
Land Subtotal:						722.6			$18,790

Land Attributes

Land Attributes	Description	Adjustment
Street	Dirt	0.0000
Topography	Level	0.0000
Utilities	None	0.0000

Total Fair Market Value $18,790

Friday, May 01, 2015 Page 1 of 2

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Sale Analysis

Index #	Albany 249	Database #	387	Sale #	1		Unimproved Sale
Grantor	DSS Holdings, LLC	Sales Price	299,000	Property Type	Recreational		
Grantee	King, Tom	Other Contrib.		Primary Land Use	Recreational		
Deeded Acres	620.00	Net Sale Price	299,000	Soils	Gravelly		
Sale Date/DOM	07/18/12 /	$/Deeded Acre	482.26	Elevation	6,750'		
Prior Sale Date		Financing	Cash to seller	Topo	Undulating to rolling		
Prior CEV Price	299,000	% Fin. Adj.	0	Water	Small creek		
Analysis Code	3133	CEV Price	299,000	H&BU	Recreational		
Source	Broker/CR/MLS	SCA Unit Type	Acres	Zoning	Agriculture		
Motivation	Recreational	Eff. Unit Size	620.00	Rainfall	9"-14"		
Highest & Best Use	Recreational	SCA $/Unit	482.26				
Address		Multiplier Unit					
City	Laramie	Multiplier No.					
County	Albany	Legal Access	Yes				
State/Zip	WY / 82070	Physical Access	Yes				
Region/Area/Zone	SE / Wst / WY	View	Foothills	Tax ID/Recording			
Location	30 miles Nth Laramie	Utilities	Available in area	Sec/Twp/Rge	13 / 19 / 72		

Legal Description: T. 19 N., R. 72 W. of the 6th P.M. Section 13: All south of County Road 12;

Land Mix Analysis

Land-Mix Analysis

Land Use	Ratios	Acres	$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Recreational Pasture	%	620.00 Ac.	482.26			X $ = $	299,001
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Totals		620.00 Ac.	482.26			X $ = $	299,001

CEV Price $ 299,000 **- Land Contribution $** 299,001 **= Improvement Contribution $** -1

Income Analysis

Income Estimate Basis: [ ] Cash [ ] Share [X] Owner/Operator

Income Source [ ] Actual [X] Estimated	Units	Unit Measure	Stabilized Yield	Total Production: Stabilized $/Unit	Total Production: Gross Income	Cash/Share/Owner Income: Share %	Cash/Share/Owner Income: Income $
Pasture	620.00	Acres	0.30	20.00	3,720	100	3,720

Improvements [ ] Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 3,720

Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	$ 806		$		$
Insurance	$ 465		$		$
Maintenance	$ 320		$		$
Management	$ 355		$		$

Total Expenses 1,946 / Stabilized G.I. 3,720 = Expense Ratio 52.31 % **Total Expenses = $** 1,946

Net Income 1,774 / CEV Price 299,000 = Cap Rate 0.59 % **Net Income = $** 1,774

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Index # Albany 249 **Database #** 387 **Sale #** 1

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The purchaser bought this property to replace the property is sold to DSS Holdings. The property was undulating to rolling foothills pasture.

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Index # Albany 249 **Database #** 387 **Sale #** 1

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Sale Analysis

Index #	Albany 7-12	Database #	388	Sale #	2		Unimproved Sale
Grantor	King, Tom	Sales Price	320,000	Property Type	Recreational		
Grantee	DSS Holdings	Other Contrib.		Primary Land Use	Recreational		
Deeded Acres	640.00	Net Sale Price	320,000	Soils	Gravelly		
Sale Date/DOM	07/18/12 / 1Yrs	$/Deeded Acre	500.00	Elevation	6,800'		
Prior Sale Date		Financing	Cash to seller	Topo	Undulating to rolling		
Prior CEV Price		% Fin. Adj.	0	Water	Small Creek		
Analysis Code	3133	CEV Price	320,000	H&BU	Recreational		
Source	Broker/CR/MLS	SCA Unit Type	Acres	Zoning	Agriculture		
Motivation	Recreational	Eff. Unit Size	640.00	Rainfall	9"-14"		
Highest & Best Use	Recreational	SCA $/Unit	500.00				
Address		Multiplier Unit					
City	Laramie	Multiplier No.					
County	Albany	Legal Access	Yes				
State/Zip	WY / 82070	Physical Access	Poor				
Region/Area/Zone	SE / Wst / WY	View	Foothills	Tax ID/Recording			
Location	30 miles Wst Laramie	Utilities	Available in area	Sec/Twp/Rge	14 / 18 / 72		

Legal Description: T. 18 N., R. 72 W. of the 6th P.M. Section 14: All;

Land-Mix Analysis

Land Use	Ratios	Acres	$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Recreational Pasture	%	640.00 Ac.	500.00			X $ = $	320,000
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Totals		640.00 Ac.	500.00			X $ = $	320,000

CEV Price $ 320,000 **- Land Contribution $** 320,000 **= Improvement Contribution $**

Income Analysis

Income Estimate Basis: [ ] Cash [ ] Share [X] Owner/Operator

Income Source [ ] Actual [X] Estimated	Units	Unit Measure	Stabilized Yield	Total Production: Stabilized $/Unit	Total Production: Gross Income	Cash/Share/Owner Income: Share %	Cash/Share/Owner Income: Income $
Pasture	640.00	Acres	0.30	20.00	3,840	100	3,840

Improvements [ ] Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 3,840

Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	$ 800		$		$
Insurance	$ 832		$		$
Maintenance	$ 330		$		$
Management	$ 375		$		$

Total Expenses 2,337 / Stabilized G.I. 3,840 = Expense Ratio 60.86 % **Total Expenses = $** 2,337

Net Income 1,503 / CEV Price 320,000 = Cap Rate 0.47 % **Net Income = $** 1,503

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Index # Albany 7-12 **Database #** 388 **Sale #** 2

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The purchaser owns other large recreational property in the area and is blocking up borders. The property was mostly open pastures with rock out cropping.

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Index # Albany 7-12 **Database #** 388 **Sale #** 2

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Sale Analysis

Index #	AL14-001	Database #	98	Sale #	3		Unimproved Sale
Grantor	Tronstad, Ryan	Sales Price	90,000	Property Type	Ag/Rec		
Grantee	Rogers, Casey	Other Contrib.		Primary Land Use	Mixed Ag/Rec		
Deeded Acres	123.20	Net Sale Price	90,000	Elevation	7,300		
Sale Date/DOM	06/27/14 / 422	$/Deeded Acre	730.52	Water	None		
Prior Sale Date		Financing	Cash	Live Water	Pond		
Prior CEV Price		% Fin. Adj.	0	Zoning	County		
Analysis Code	MH	CEV Price	90,000				
Source	MLS/Broker/CR	SCA Unit Type	Acres				
Motivation	Rural Life Style	Eff. Unit Size	123.20				
Highest & Best Use	Agricultural - Part Time	SCA $/Unit	730.52				
Address	Howell Road	Multiplier Unit					
City	Laramie	Multiplier No.					
County	Albany	Legal Access	Yes				
State/Zip	WY / 82070	Physical Access	Yes				
Region/Area/Zone	SE / Laramie /	View	Mountains	Tax ID/Recording	2014-3011		
Location	8 miles Nth Laramie	Utilities	Near by	Sec/Twp/Rge	6 / 16 / 73		

Legal Description: T. 16 N., R. 73 W. of the 6th P.M. Section 6: All of Lots 2 and 3;

Land Mix Analysis

Land Use	Ratios	Acres	$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Pasture	%	123.20 Ac.	730.52			X $ = $	90,000
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Totals		123.20 Ac.	730.52			X $ = $	90,000

CEV Price $ 90,000 **- Land Contribution $** 90,000 **= Improvement Contribution $**

Income Analysis

Income Estimate Basis: [X] Cash [ ] Share [ ] Owner/Operator

Income Source [ ] Actual [X] Estimated	Units	Unit Measure	Stabilized Yield	Total Production: Stabilized $/Unit	Total Production: Gross Income	Cash/Share/Owner Income: Share %	Cash/Share/Owner Income: Income $
Pasture	123.20	AUM's	0.23	20.00	2,464	100	2,464

Improvements [ ] Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 2,464

Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	$ 156		$		$
Insurance	$ 93		$		$
Maintenance	$ 234		$		$
Management	$ 209		$		$

Total Expenses 692 / Stabilized G.I. 2,464 = Expense Ratio 28.08 % **Total Expenses = $** 692

Net Income 1,772 / CEV Price 90,000 = Cap Rate 1.97 % **Net Income = $** 1,772

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Index # AL14-001 **Database #** 98 **Sale #** 3

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The property was fenced on all sides. There was a large pond on the property, which fluctuates with area rainfall. The property is currently zoned agriculture. The property sold for list price. The property was on the market roughly 422 days.

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Sale Analysis

Index # LA13-009	Database # 141	Sale # 4	Unimproved Sale

Grantor	X Bar Ranch, LLC	Sales Price	1,048,000	Property Type	Interim Agriculture
Grantee	Baer, Stanely	Other Contrib.		Primary Land Use	Ag/RR/Rec
Deeded Acres	1,747.00	Net Sale Price	1,048,000	Elevation	6,800
Sale Date/DOM	10/30/13 /	$/Deeded Acre	599.89	Live Water	None
Prior Sale Date		Financing	Cash to seller	Terrain	Undulating
Prior CEV Price		% Fin. Adj.	0	Vegetation	Grasses, Forbes
Analysis Code	MH	CEV Price	1,048,000	Zoning	County
Source	Seller/CR/Contract	SCA Unit Type	Acres	Water	2 Stock wells
Motivation	Expansion	Eff. Unit Size	1,747.00		
Highest & Best Use	Interim Agriculture	SCA $/Unit	599.89		
Address	1500 Horse Creek	Multiplier Unit			
City	Horse Creek	Multiplier No.			
County	Laramie	Legal Access	Yes		
State/Zip	WY / 82061	Physical Access	Yes		
Region/Area/Zone	SE / Cheyenne /	View	Rural	Tax ID/Recording	Rep. #623988
Location	15 miles NW of Cheyenne	Utilities	On site	Sec/Twp/Rge	11 / 15 / 69

Legal Description: T. 15 N., R. 69 W. of the 6th P.M. All of Sec's., 11 & 12; T. 15 N., R. 68 W.Sec., 7: N2, N2S2;

Land Mix Analysis

Land-Mix Analysis

Land Use	Ratios	Acres	$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Interim Pasture	%	1,747.00 Ac.	599.89			X $ = $	1,048,008
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Totals		1,747.00 Ac.	599.89			X $ = $	1,048,008

CEV Price $ 1,048,000 **- Land Contribution $** 1,048,008 **= Improvement Contribution $** -8

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $
Pasture	1,747.00	AUM's	0.35	20.00	12,229	100	12,229

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 12,229

Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	$ 1,355		$		$
Insurance	$ 1,200		$		$
Maintenance	$ 1,162		$		$
Management	$ 1,040		$		$

Total Expenses 4,757 / Stabilized G.I. 12,229 = Expense Ratio 38.90 % **Total Expenses = $** 4,757

Net Income 7,472 / CEV Price 1,048,000 = Cap Rate 0.71 % **Net Income = $** 7,472

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Index # LA13-009 **Database #** 141 **Sale #** 4

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The sale never made the open real-estate market, therefore he DOM is left blank. The purchaser had leased the property over the past several years from the seller. The agreed upon price was market based from the sellers extensive and active knowledge of real-estate values in the market area. The sale appears to be consistent with other pasture land sales in the market area.

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Index # LA13-009 **Database #** 141 **Sale #** 4

ABOVE:

BELOW:

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Sale Analysis

Index # LA12-0013	Database # 91	Sale # 5	Unimproved Sale

Grantor	Horse Creek Cattle, LLC	Sales Price	700,000	Property Type	Transitional
Grantee	Berry, Ty	Other Contrib.		Primary Land Use	Interim Grazing
Deeded Acres	1,280.00	Net Sale Price	700,000	Soils	Sandy loams
Sale Date/DOM	08/08/12 /	$/Deeded Acre	546.88	Elevation	6,150
Prior Sale Date		Financing	Cash	Terrain	Undulating
Prior CEV Price	700,000	% Fin. Adj.	0	Water	Horse Creek
Analysis Code	3133	CEV Price	700,000	H&BU	Interim Pasture
Source	Seller/CR/Contract	SCA Unit Type	Acres	Zoning	County
Motivation	Expansion	Eff. Unit Size	1,280.00	Rainfall	12"-18"
Highest & Best Use	Iterim Agriculture	SCA $/Unit	546.88		
Address		Multiplier Unit			
City	Cheyenne	Multiplier No.			
County	Laramie	Legal Access	Marginal		
State/Zip	WY / 82009	Physical Access	Yes		
Region/Area/Zone	SE / Cheyenne /	View	Rural	Tax ID/Recording	Recp #597295
Location	22 miles NW of Cheyenne	Utilities	Near-by	Sec/Twp/Rge	14 / 16 / 69

Legal Description: T. 16 N., R. 69 W.; Section 14: All; Section 23: All;

Land Mix Analysis

Land-Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type		$/Unit		Total Unit Value
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
Bottom/Subby Pasture	%	100.00	Ac.	1,100.00			X	$	= $	110,000
Interim Pasture	%	1,180.00	Ac.	500.00			X	$	= $	590,000
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
Totals		1,280.00	Ac.	546.88			X	$	= $	700,000

CEV Price $ 700,000 **- Land Contribution $** 700,000 **= Improvement Contribution $**

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $
Bottom Pasture	100.00	AUM's	1.00	25.00	2,500	100	2,500
Interim Pasture	1,180.00	AUM's	0.35	20.00	8,260	100	8,260

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 10,760

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$ 850		$		$
Insurance	$ 500		$		$
Maintenance	$ 1,150		$		$
Management	$ 1,500		$		$

Total Expenses 4,000 / Stabilized G.I. 10,760 = Expense Ratio 37.17 % **Total Expenses = $** 4,000

Net Income 6,760 / CEV Price 700,000 = Cap Rate 0.97 % **Net Income = $** 6,760

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Index # LA12-0013 **Database #** 91 **Sale #** 5

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The property had been leased for sometime by the purchaser. There is a small water right for the bottom pasture from Horse Creek. The property was part of a larger agricultural unit. The seller is liquidating and scaling back his operation. The sale had a lack of legal access, except to the purchaser. The sale never made the open real-estate market, therefore the DOM is left blank. The agreed upon price was market based from the sellers extensive and active knowledge of real-estate values in the market area. The sale appears to be consistent with other pastureland sales in the market area.

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Index # LA12-0013 **Database #** 91 **Sale #** 5

ABOVE:

BELOW:

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Faxed Appraisal Request

Apr. 13. 2015 10:40AM Mtn. Cement Main Office No. 1642 P. 1

6 Sand Creek Road
Laramie, WY
82070
MOUNTAIN CEMENT COMPANY
(307) 745-4679 (Phone)

FAXED
4.13.15
1·307·637.3589

PURCHASE ORDER

PO Number 062614
PO Date 4/12/2015
Req Cntr 1
Page No. 1 of 1

VENDOR

Hastings & Assoc. Appraisal Svc
1520 Logan Ave.
Cheyenne, WY 82001

SHIP TO

Mountain Cement Company
6 Sand Creek Road
Laramie, WY 82070

SHIP VIA	F. O. B.	TERMS	REQ BY	CONFIRM TO		VENDOR ID
Vendor	FOB PLANT	Per Agreement	JEFF BRASHER	FAX	N	HAAPP

INVENTORY ID	PROMISED	REQUIRED	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
000EA	4/12/2015	4/12/2015	EACH	1.0000	2,150.0000	2,150.00
511900 101-00000						

LAND SURFACE ESTATE VALUE APPRAISAL

(For Land To Be Included In Bath Shale Quarry Permit Amendment)

Retainer Fee To Be Paid With Execution Of Agreement $967.50

Balance to Be Paid After Reports Completed, Before Reports Delivered $1,182.50

TOTAL 2,150.00

TERMS: PO No. must appear on all cartons, invoices, and other documents; ALL SHIPMENTS must contain packing slip or invoice copy; price each item separately; notify if unable to deliver as specified; no substitutions allowed without prior consent. This order constitutes an offer which may be revoked by Purchaser at any time prior to acceptance by Seller.

Not Valid Unless Signed By Purchasing Agent

Michael D. Shanley

AUTHORIZED SIGNATURE

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Appraiser Qualifications

QUALIFICATIONS OF APPRAISER
MICHAEL J. HASTINGS, ARA

EDUCATION:

UNIVERSITY OF WYOMING, B.S. DEGREE, COLLEGE OF AGRICULTURE, RANGE MANAGEMENT:

REAL ESTATE COURSES:
AMERICAN SOCIETY OF FARM MANAGERS & RURAL APPRAISERS

A-10 PRINCIPLES APPRAISAL SCHOOL, AUSTIN, TX 2-93
A-12 STANDARDS OF PROFESSIONAL PRACTICE AND
CODE OF ETHICS, BILLINGS, MT 3-94, PART III 3-95
A-15 REPORT WRITING FOR APPRAISALS, DENVER, CO 3-93
A-20 PRINCIPLES OF RANCH APPRAISAL, AUSTIN, TX 2-93
A-29 HIGHEST AND BEST USE SEMINAR, CASPER, WY 8-93
A-30 ADVANCED RURAL APPRAISALS, DENVER, CO 7-93
A-25 EMINENT DOMAIN, ALBUQUERQUE, NM, 2-96
VALUATION OF CONSERVATION EASEMENTS, 1-08
A-360 INTRODUCTION TO APPRAISAL REVIEW, 4-08
A-370 APPRAISAL REVIEW UNDER USPAP, 4-08
A-300 ADVANCED APPROACHES TO VALUE FOR RURAL APPRAISALS, DENVER, CO, 10-08

APPRAISAL INSTITUTE COURSES

APPRAISAL PRINCIPLES 110, ALBUQUERQUE, NM, 11-94
APPRAISAL PROCEDURES 120, ALBUQUERQUE, NM, 11-94
BASIC INCOME CAPITALIZATION 310, DENVER, CO, 3-02

SPECIAL SEMINARS

HIGHEST & BEST USE 6-93, ENVIRONMENTAL LIABILITY AND RISK MANAGEMENT IN REAL-ESTATE 6-93, SALES ANALYSIS 6-94, FAIR LENDING 1-95, SALES COMPARISON APPROACH 2-96, EQUAL HOUSING AND FAIR LENDING 7-97, EMINENT DOMAIN & CONDEMNATION 12-97, INTERNET AND THE APPRAISER 5-98, LITIGATION SKILLS FOR THE APPRAISER 1-98, USPAP 9-98, COST APPROACH 12-98, APPRAISING MANUFACTURED HOUSING 1-99, USPAP UPDATE 2-99, USPAP UPDATE 11-99, RANCH APPRAISAL 2-00, WATER RIGHTS 2-00, RURAL RESIDENTIAL VALUATION 7-00, EASEMENT VALUATION 7-00, URBAN ANALYSIS 7-00, DEMONSTRATION REPORT WRITING 1-02, USPAP UPDATE 2-02, UNIFORM STANDARDS FOR FEDERAL LAND ACQUISITIONS 9-02, USPAP UPDATE 1-03, USPAP UPDATE 2-04, USPAP UPDATE 1-05, APPRAISING CONSERVATION EASEMENTS 3-05, APPRAISING AGRICULTURE LAND IN TRANSITION 9-05, USPAP UPDATE 5-06; AICR 1-07, USPAP UPDATE 2-07, ADVANCED SALES CONFIRMATION AND ANALYSIS 9-07, CODE OF ETHICS 9-07, APPRAISING REO'S & FORECLOSURES 12-07, UNIFORM STANDARDS FOR FEDERAL LAND ACQUISITIONS 7-08, ADVANCED CONSERVATION EASEMENTS ISSUES, 10-08, USPAP UPDATE 1-09, VALUATION OF CONSERVATION EASEMENTS AND OTHER PARTIAL INTERESTS IN REAL ESTATE 10-09, USPAP UPDATE 1-10, WIND ENERGY SEMINAR 7-10, MOST COMMON USPAP VIOLATIONS IN THE URAR 1-11, MOST COMMON USPAP VIOLATIONS IN NON-RESIDENTIAL APPRAISALS 1-11, CURRENT ENVIRONMENTAL ISSUES AFFECTING REAL PROPERTY APPRAISAL 1-11, USPAP UPDATE 1-12, APPRAISING RESIDENTIAL PROPERTIES IN WYOMING, 1-12, APPRAISALS THROUGH THE EYES OF THE RSVIEWER, 1-12, RANGE CAMP 6-12, RESIDENTIAL APPRAISAL REVIEW 1-13, LOSS PREVENTION PROGRAM FOR REAL ESTATE APPRAISERS 1-13, MINERALS VALUATION 9-13, USPAP 1-14; WATER RIGHTS VALUATION 5-14;

BACKGROUND

U.S. ARMY 1983 TO 1986
WYOMING ARMY NATIONAL GUARD, 1986 TO 1990
OFFICER IN THE WYOMING ARMY NATIONAL GUARD, 1990 TO 2003
(Retired Honorably 11/03)
GENERAL CERTIFIED APPRAISER, HASTINGS & ASSOCIATES, JAN 1991 TO July 2013
GENERAL CERTIFIED APPRAISER WY State Lands Office July, 2013 to Present

STATE CERTIFICATIONS

WYOMING CERTIFIED GENERAL REAL ESTATE APPRAISER, PERMIT #325
COLORADO CERTIFIED GENERAL REAL ESTATE APPRAISER, PERMIT #40016750

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Appraiser Qualifications

PROFESSIONAL MEMBERSHIPS

AMERICAN SOCIETY FARM MANAGERS & RURAL APPRAISERS, ACCREDITED RURAL APPRAISER
AMERICAN SOCIETY FARM MANAGERS & RURAL APPRAISERS, WY CHAPTER PAST PRESIDENT
UW ALUMNI LIFE MEMBER
DUCKS UNLIMITED MEMBER
ROCKY MOUNTAIN ELK FOUNDATIION MEMBER
TROUT UNLIMITED MEMBER
THE AMERICAN LEGION MEMBER

PROPERTY TYPES APPRAISED

FARMS AND RANCHES OF ALL TYPES AND SIZES, RURAL RESIDENTIAL AND COMMERCIAL AG PROPERTIES, SALES, EASEMENTS/CONDEMNATION, PURCHASES AND MORTGAGES, LAND EXCHANGES, CONSERVATION EASEMENTS:

CLIENTS/REFERENCES

ALEX DAVISON, ATTORNEY, (307) 635-4111
DEVON O'CONNELL, ATTORNEY, (307) 745-3626
DAVE BERRY, RANCHER, (307) 638-2910
DOUG SAMUELSON, RANCHER (307) 637-3300
TIM HANSEN, RPRA, USFS (303) 969-5368
STEVE GLEASON, ARA, (307) 577-4700
STEVE FREUDENTHAL, ATTORNEY, 123 E 17TH ST., CHEYENNE, WY 82001, 307-634-2240
BRENDA L. ARNOLD, ADMISTRATOR DEP. OF REVENUE (307) 777-5235
LOUIS J. GARONE, MAI, SRA, SENIOR APPRAISER (720)956-4551

ADDITIONAL REFERENCES UPON REQUEST:

LONG REIMER & WINEGAR, LP
LARAMIE, RAWLINS AND CHEYENNE ATTORNEYS
UNIVERSITY OF WYOMING
GRAND VALLEY NATIONAL BANK
WYOMING ARMY NATIONAL GUARD
CHEYENNE PARKS & RECREATION
FIRST INTERSTATE BANK
WYOMING STOCK GROWERS AG LAND TRUST
WYOMING OFFICE OF STATE LANDS & INVESTMENTS
PREHODA, LEONARD & EDWARDS, LLC
ALBANY COUNTY COURT
JONAH BANK OF WYOMING
PENCE & MACMILLAN, LLC
FIRST DAKOTA NATIONAL BANK
NICOLAS & TANGEMAN LLC
BERGER CATTLE COMPANY, LP
FARM SERVICE AGENCY, WY
RAWLINS NATIONAL BANK
AMERICAN NATIONAL BANK
WYOMING GAME & FISH
BLM & U.S. FOREST SERVICE
THE NATURE CONSERVANCY
FARM CREDIT SERVICES OF AMERICA
WYOMING BANK & TRUST
FIRST NATIONAL BANK OF WYOMING
RABO AGRIFINANCE
USDA RURAL DEVELOPMENT
PATTON & DAVISON
MCKELLAR, TIEDEKEN & SCOGGIN, LLC
COOK & ASSOCIATES PC

DECLARED EXPERT WITNESS FOR JACOBY VS. JACOBY BY JUDGE KALOKATHIS, LARAMIE COUNTY 2/2003
DECLARED EXPERT WITNESS FOR STONE VS. STONE BY JUDGE KALOKATHIS, LARAMIE COUNTY 2/2003
DECLARED EXPERT WITNESS FOR MADDEN VS. MADDEN BY JUDGE DONNELL, ALBANY COUNTY 11/2006
TESTIFIED AS EXPERT WITNESS FOR ARAGON VS. ARAGON BEFORE JUDGE DONNELL, ALBANY COUNTY 5/2008
TESTIFIED AS EXPERT WITNESS BEFORE JUDGE DONNELL, ALBANY COUNTY 1/2013

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Additional Sale

Sale Analysis Sheet

STATE:	WYOMING	COUNTY:	Goshen		
FROM:	T. Kimzey			TO:	HEP Oil et al
DATED:	Jul-10	TYPE OF DOCUMENT:		WD	
RECORDED:	Yes				
LEGAL DESCRIPTION:	T. 22 N., R. 65 W., 6th P.M.				
	T. 21 N., R. 64 W., 6th P.M.	Lengthy legal description on file in appraiser office			
	T. 22 N., R. 64 W., 6th P.M.				
DOM	420 days TOTAL				
PRICE P/A:	$711 PRICE	$5,350,000		ACRES:	7,521.48
TERMS:	Cash to				
VERIFIED WITH/BY:	Broker/Third party		WITH:	Hastings	
RSVN & RSTR	None known		DATE:	9-Mar	
EASEMENTS:	Observed road and utilities		INSPECTED BY:		Hastings
UTILITIES:	Available				
LOCATION:	18 miles southwest of Yoder, WY				
SOILS:	Dunday-Trelone complex, 3 to 35 percent slopes				
NEIGHBORHOOD:	Agricultural				
ACCESS:	County				
TOPOGRAPHY:	Level to				
VEGETATION:	CRP, Native grasses, forbs and shrubs				
CURRENT USE:	Agriculture				
WATER:	7 wells, creeks, dams and 13 springs				
ELEVATION:	Approximately 5,000± feet				
ZONING:	None				
RAINFALL:	12"-18"				
H & BU:	Present use, ranching/agriculture				
IMPROVEMENTS:	One story house with 1,104 SqFt, garage with 1,152 SqFt.				
	CRP expires in 2010 and 2011				
	Property is known as Deer Ranch.				
REMARKS:	State lease on 480 acres, 280 acres BLM				
LANDLORD BASED					
EST GROSS INCOME	ESTIMATED NET INCOME		$103,484	GIM	39.97
EST EXPENSES	$30,363 CAP RATE	1.93%		EX RATIO	22.70%

LAND TYPE	AUM'S	ACRES	Per AUM	PRIAC	TOTAL
Improved pasture		724.52		$650	$470,938
Bounus for oil and hunting					$2,250,000
Dry Crop/CRP		1,388.29		$650	$902,389
Bottom Pasture		150		$2,000	$300,000
Pasture Avg		5,238.67		$650	$3,405,136
Site		20		$2,000	$40,000
BLM	139			$75	$10,425
State lease	42			$90	$3,780
TOTAL LAND		7,521.48		$982	$7,382,667
Improvements				$17	$125,000
TOTAL CONSIDERATION				$711	$7,507,667

hast 3-04

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Additional Sale

Sale Analysis Sheet

STATE:	Wyoming	COUNTY:	Albany		
FROM:	Irwin Livestock Company			TO: Dooley Oil, Inc.	
DATED:	5/09				
RECORDED:	2009-2859	TYPE OF DOCUMENT:		WD	
LEGAL DESCRIPTION:	T. 27 N., R. 75 W., 6th P.M.				
Sec., 11, SESE; Sec., 12, SWSW, Sec., 14, SW, NWSE, SWNE, N2NE; Sec., 15, E2SE, SWSE;					
Sec., 22, E2, E2SW; Sec., 23, W2NW, SW; Sec., 26, NW, N2SW, SWSW with exceptions;					
Sec., 27, W2NE, E2NW, NESW, SENE, S2SE; Sec., 34, N2NE, portion S2NE;					
Sec., 35, NWNW, portion NENW;					
DOM	<2 yrs	TOTAL			
PRICE P/A:	$684	PRICE	$1,300,000	ACRES:	1,900
TERMS:	Cash to Seller				
VERIFIED WITH/BY:	Broker/CR/Files	WITH: Hastings		DATE: Jun-09	
RSVN & RSTR	None known			INSPECTED BY:	Hastings
EASEMENTS:	Observed road and utilities				
UTILITIES:	Available				
LOCATION:	70 miles north of Laramie, WY				
SOILS:	Mountain Plains sandy loams				
NEIGHBORHOOD:	Recreational/agriculture				
ACCESS:	Highway 30 via County gravel roads 610 and private road				
TOPOGRAPHY:	Rolling to steep with rock outcrop				
VEGETATION:	Native grasses, forbs shrubs and trees				
CURRENT USE:	Recreational/agriculture				
WATER:	North Fork Cottonwood Creek				
ELEVATION:	8,250'				
ZONING:	County				
RAINFALL:	10"-16"				
H & BU:	Recreational/agriculture				
IMPROVEMENTS:	None of any value				
REMARKS:	Buyer sold 480 acres in the Elk Mountain Valley area and purchased				
this property as a replacement property. The parcel is roughly 1.5 miles east of Marshall, WY					
an old post office site. The tract appears to be rolling to steep with trees and rocks. Water is from the					
North Fork Cottonwood Creek and Middle Fork Cottonwood Creek.					
LANDLORD BASED					
EST GROSS INCOME	$9,405	ESTIMATED NET INCOME	$5,242	GIM	138.22
EST EXPENSES	$4,163	CAP RATE	0.40%	EX RATIO	44.3%

LAND TYPE	AUM's	ACRES	Per AUM	PR/AC	TOTAL
Irrigated Meadow					
Irrigated Pasture					
Subby Pasture					
F.H Pasture		1,900		$684	$1,299,600
State lease					
BLM					
Site					
TOTAL LAND		1,900		$684	$1,299,600
Improvements					
TOTAL CONSIDERATION				$684	$1,299,600

hast 3-04

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Additional Sale

Sale Analysis Sheet

STATE:	Wyoming	COUNTY:	Platte				
FROM:	D. Barker				TO: Reed		
DATED:	9/10		TYPE OF DOCUMENT:		WD		
RECORDED:	Yes						
LEGAL DESCRIPTION:	T. 26 N., R. 67 W., 6th P.M.						
Section 17, Part SW¼SW¼; Section 18, Part SW¼NE¼, S½SE¼NW¼, Part S½SE¼NW¼, Part SW¼							
Part W½SE¼, SE¼SE¼; Section 19, N½, N½S½, SE¼SE¼; Section 20, Part W½NW¼, SW¼, S½SE¼							
SE¼SE¼; Section 29, N½, SW¼, W½SE¼, SE¼SE¼; Section 30, NE¼NE¼, S½NE¼, SE¼							
Section 31, NE¼, S½NW¼, SW¼, N½SE¼, SW¼SE¼; Sec 32, N½NE¼, W½							
T. 27 N., R 67 W., Sec 5, S½NE¼, NW¼, N½SW¼; Sec 6, NE¼, E½NW¼, N½SE¼;							
DOM	< 1 yr	TOTAL					
PRICE P/A:	$1,436	PRICE	$5,350,000		ACRES:	3,726	
TERMS:	Cash to Seller						
VERIFIED WITH/BY:	Buyer	WITH:	Hastings	DATE:	Dec-10		
RSVN & RSTR	None known			INSPECTED BY:		Hastings	
EASEMENTS:	Observed Road and Utilities						
UTILITIES:	Available						
LOCATION:	11 miles southeast of Glendo, WY						
SOILS:	Radusa-Featherlegs-Shillco sandy loam prairie soils, somewhat shallow with rock outcroppings						
NEIGHBORHOOD:	Agricultural						
ACCESS:	Near the end of the county road. 405 & 407 Cassa Rd.						
TOPOGRAPHY:	Level to steeply rolling						
VEGETATION:	All native grass with trees						
CURRENT USE:	Agriculture and recreation						
WATER:	300 acres of water right 280 is used. Spring, wells, dams and windmills						
ELEVATION IN FEET:	4,920						
ZONING:	None						
RAINFALL:	12"-18"						
H & BU:	Agriculture and recreational						
IMPROVEMENTS:	2132 SqFt house built in 1994 hardboard siding, covered deck, deck and front porch						
and fireplace, attached 816 SqFt garage, 1232 SqFt brick house built in 1929 with porch, and finished							
basement, 1134 SqFt bunk house built in 1995, horse barn built in 1997 is 1728 SqFt, 220 SqFt Shed.							
REMARKS:	The side rolls are not included in sale.						
6 tower center pivot. 120 acre State of Wyoming lease.							
Borders the Platte River for nearly 4 miles.							
Sold 1990 600K, 7-12-01 for 1,000,000. Purchased for a recreation property. Buyer assumed existing leased.							
LANDLORD BASED							
EST GROSS INCOME	$70,610	ESTIMATED NET INCOME		$47,511	GIM	75.77	
EST EXPENSES	$23,099	CAP RATE	0.89%		EX RATIO	32.7%	

LAND TYPE	AUM	ACRES	Per Mile	PR/AC	TOTAL
Pivot Irrigated Crop		110.00		$2,300	$253,000
Flood Irrigated Crop		190.00		$2,000	$380,000
Dry cropland					
Pasture		3,416.00		$650	$2,220,400
State lease WY	24			$100	$2,400
River frontage	4		$500,000		$2,000,000
Site		10.00		$2,300	$23,000
TOTAL LAND		3,726.00		$1,309	$4,878,800
Improvements				$115	$430,000
TOTAL CONSIDERATION				$1,425	$5,308,800

hast 3-94

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Additional Sale

Sale Analysis Sheet

STATE:	Wyoming	COUNTY:	Albany		
FROM:	Browns Creek Angus Ranch			TO: Absaroka Holdings	
DATED:	9/10				
RECORDED:	2010-4741	TYPE OF DOCUMENT:		WD	
LEGAL DESCRIPTION:	T. 17 N., R. 75 W., 6th P.M.				
Sec., 29: NE4, part of W2SW lying north of I-80; Sec., 30: part north of I-80;					
Sec.,s 21, 22, 23 and 24 north of I-80;					
DOM	3 yrs	TOTAL			
PRICE P/A:	$448	PRICE	$600,000	ACRES:	1,340
TERMS:	Cash to Seller				
VERIFIED WITH/BY:	Broker/CR/Files	WITH: Hastings		DATE: Dec-10	
RSVN & RSTR	None known			INSPECTED BY:	Hastings
EASEMENTS:	Observed road and utilities				
UTILITIES:	Available				
LOCATION:	15 miles west of Laramie, WY				
SOILS:	High Plains sandy loams				
NEIGHBORHOOD:	Agriculture & recreational				
ACCESS:	Hunt Road and I-80				
TOPOGRAPHY:	Nearly level to gently undulating				
VEGETATION:	Native grasses, forbs and shrubs				
CURRENT USE:	Agriculture & recreational				
WATER:	North Fork Little Laramie and stock reservoir				
ELEVATION:	7,130'				
ZONING:	County agriculture				
RAINFALL:	10"-18"				
H & BU:	Recreational/agriculture				
IMPROVEMENTS:	None at time of sale				
REMARKS:	The unit it is an all pasture tract north of I-80. Access is from Hunt Road, a county				
gravel road. The pasture is typical for the market area. The parcel is close to Laramie.					
LANDLORD BASED					
EST GROSS INCOME	$5,789	ESTIMATED NET INCOME		$4,260 GIM	103.65
EST EXPENSES	$1,529	CAP RATE	0.71%	EX RATIO	26.4%

LAND TYPE	AUM's	ACRES	Per AUM	PR/AC	TOTAL
Irrigated Meadow					
Irrigated Pasture					
Subby Pasture					
Pasture		1,340		$448	$600,320
State lease					
BLM					
Site					
TOTAL LAND		1,340		$448	$600,320
Improvements					
TOTAL CONSIDERATION				$448	$600,320

hast 3-94

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Additional Sale

Sale Analysis Sheet

STATE:	Wyoming	COUNTY:	Albany
FROM:	W. Castle	TO:	B. Smith
DATED:	10/11	TYPE OF DOCUMENT:	WD
RECORDED:			
LEGAL DESCRIPTION:	T. 20 N., R. 72 W., 6th P.M., Section 32, All;		

DOM	< 1 yr	TOTAL				
PRICE P/A:	$936	PRICE	599,000		ACRES:	640.00
TERMS:	Cash to seller					
VERIFIED WITH/BY:	Broker	WITH:	Hastings	DATE:	Mar-12	
RSVN & RSTR	None known			INSPECTED BY:		Hastings
EASEMENTS:	No Utilities on property, but they are in the area and Private Road Access					
UTILITIES:	Available					
LOCATION:	29 mile northeast of Laramie, WY					
SOILS:	Typical prairie soils					
NEIGHBORHOOD:	Agricultural					
ACCESS:	Paved and gravel road					
TOPOGRAPHY:	Level to steep					
VEGETATION:	Native grasse with some some trees					
CURRENT USE:	Agriculture					
WATER:	Small creek and two spring fed tanks					
ELEVATION IN FEET:	7,500					
ZONING:	None					
RAINFALL:	12"-18"					
H & BU:	Recreational small grazing unit					
IMPROVEMENTS:	None					

REMARKS:	Sold all mineral rights
	Property has a variety of wildlife.
	AKA known as Red Rocks Canyon sale

LANDLORD BASED					
EST GROSS INCOME	$8,820	ESTIMATED NET INCOME	$5,523	GIM	51.29
EST EXPENSES	$1,297	CAP RATE 0.92%		EXPENSE RATIO	23.8%

LAND TYPE	AUM	ACRES	Per AUM	PR/AC	TOTAL
Pivot Irrigated Crop					
Flood Irrigated Crop					
Improved pasture/DryCrop					
Subby Pasture					
Pasture		640.00		$936	$599,040
State lease WY					
BLM					
Site					
TOTAL LAND		640.00		$936	$599,040
Improvements					
TOTAL CONSIDERATION				$936	$599,040

Inset 3-94

38

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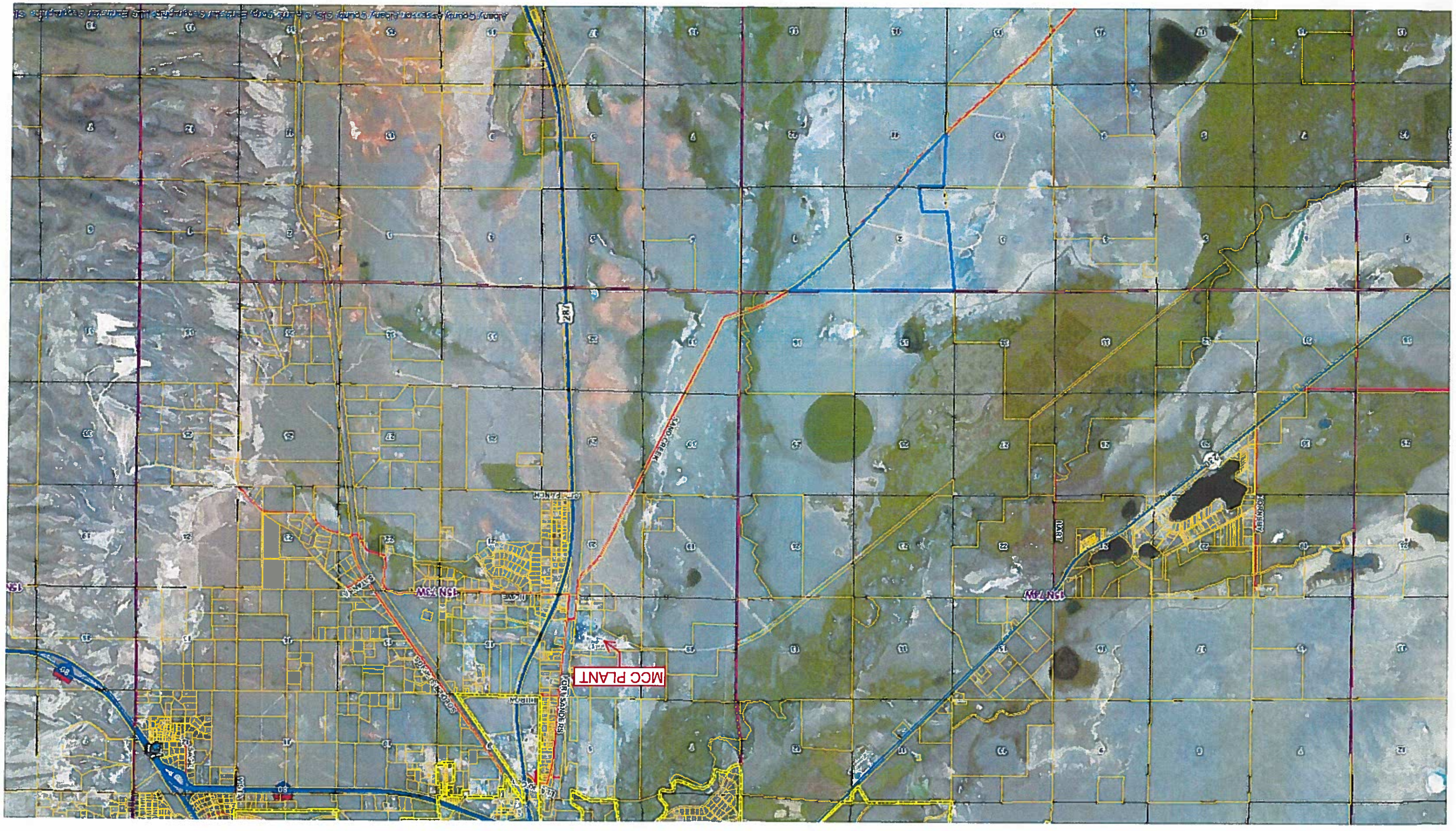
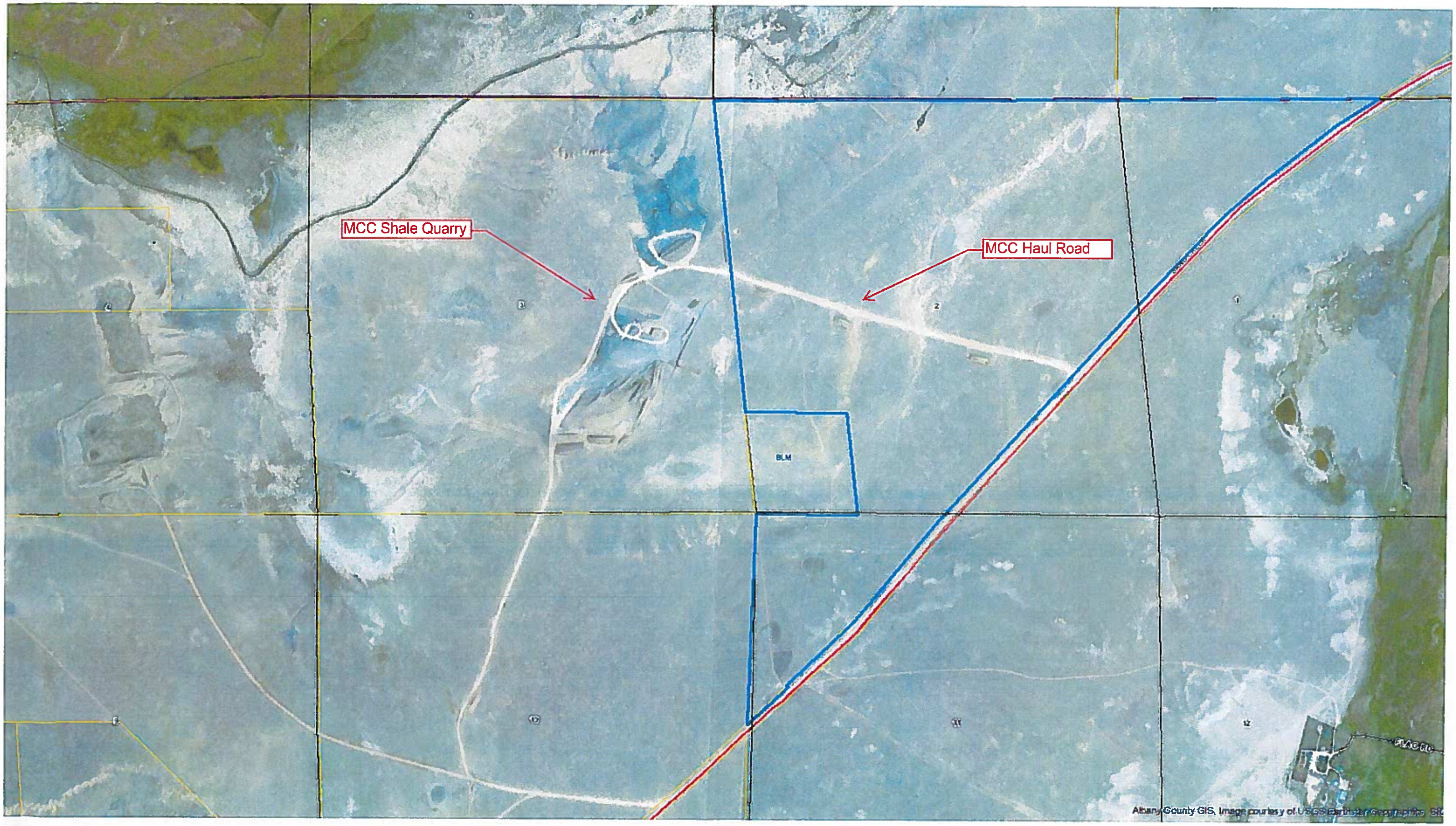
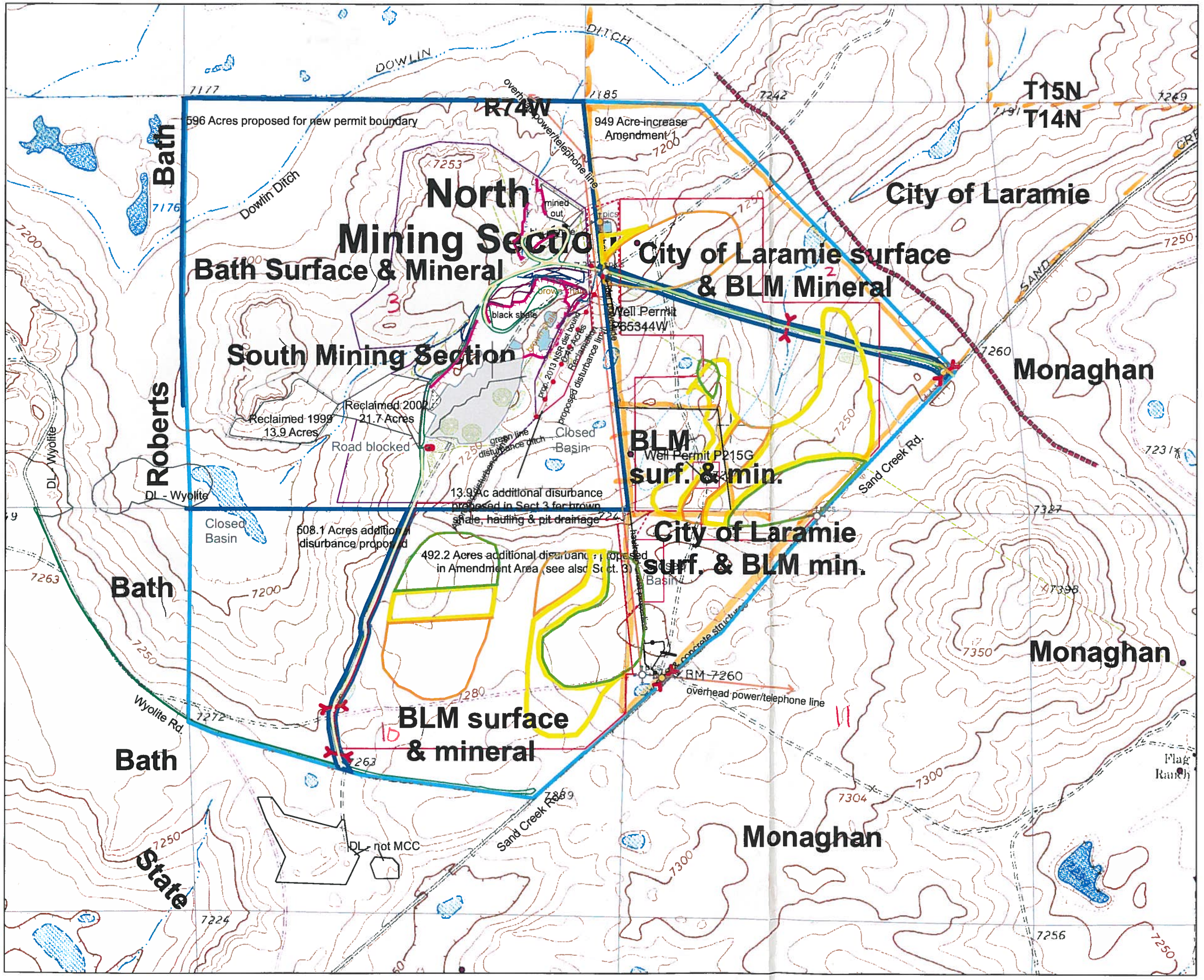

MCC PLANT
15N 7W
15N 6W
287
SAND CREEK
FORT SANDERS
SOUTH SANDERS
STATE
WYOMING
ARLINGTON
ARLINGTON
MAXWELL
MAXWELL
ARLINGTON
ARLINGTON
WYOMING
80
80


MCC Shale Quarry
MCC Haul Road
BLM
Albany County GIS, Image courtesy of USGS Earthstar Geographics



Mountain Cement Company
Bath Quarry, Permit 648C
Amendment 1
Draft Master Map
__12 Sept 2013

J. Brasher

Legend

__(see Q:\...\BathA1ArcMapLayersTable.xls)

- culvert
- Pit backfill
- Draft Amendment Area Boundary
- Approved Permit Boundary
- approved disturbance area
- Draft new disturbance
- Draft new haulroad-only disturbance
- Shortcut haulroad
- Older haulroad
- Highwall
- 2013 Green Line/Mining Disturbance
- pics __check for pics taken from this location if needed
- surface property line (Sect. 2)
- revegetated areas (Section 3)
- reseeded area

Geology

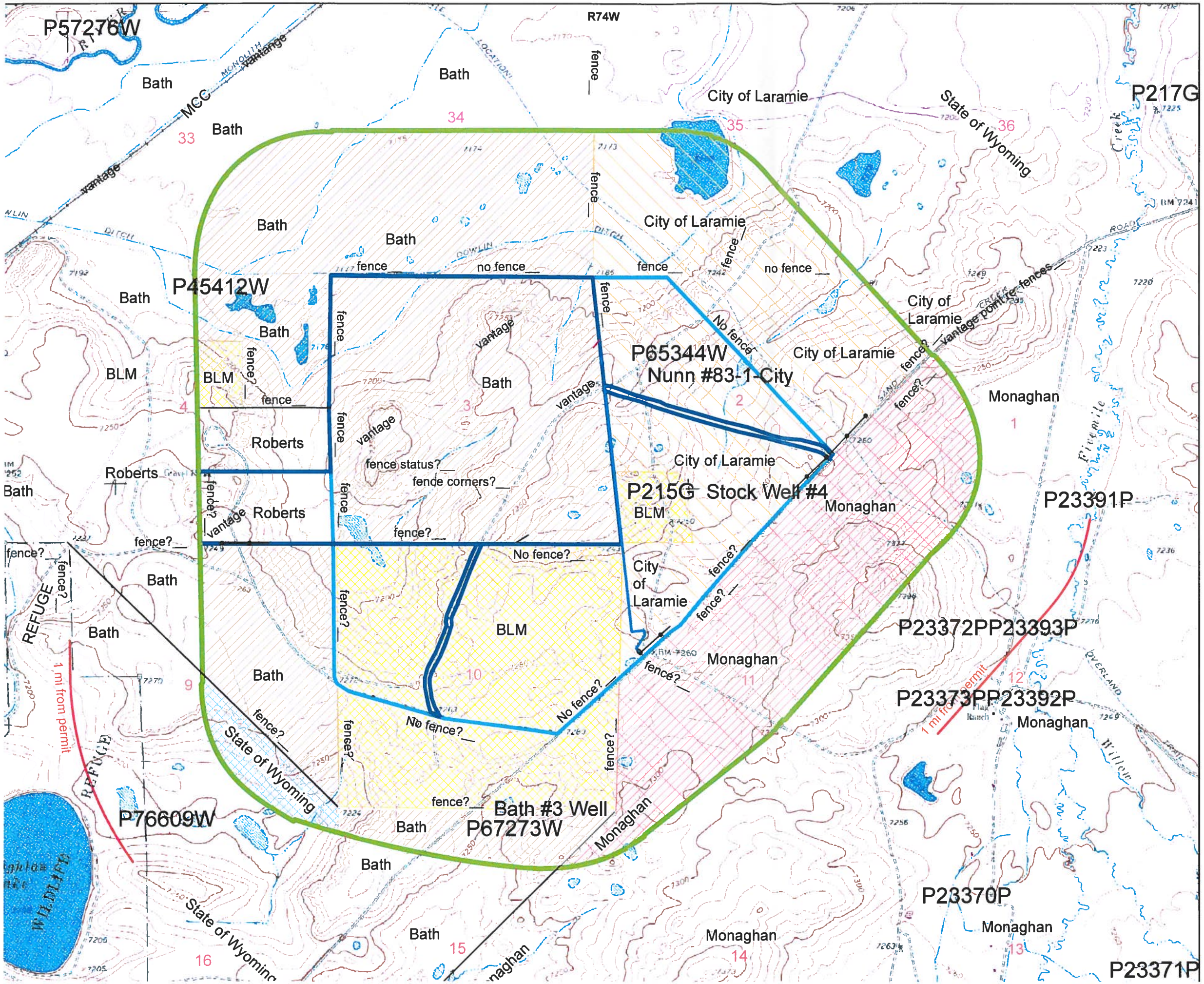
- no usable shale
- overburden depths
  - 0-10'
  - 10-20'
  - 20-30'
- City of Laramie LQD Permit 724s, 40.8 Ac (__askCal Van Zee re shape & position)
- National Wetlands Inventory
- Overhead utility line
- Overland Trail

T14N R74W Sections 2, 3, 10, 11
NAD_1927_UTM_Zone_13N

0 0.05 0.1
Miles

1:14,604

BathA1Master2013.mxd



Mountain Cement Company

Bath Quarry, Permit 648C

Amendment 1

Draft Master Map: Vicinity, Surface & Mineral Ownership, wells, __

__ 2013

J. Brasher

Legend__

P12345W — Permitted Wells Within 1 Mile of Permit Area

- surface property line
- Amendment Area Boundary
- Approved Permit Boundary
- 1/2 mile from permit area
- 1 mile from permit area

Ownership & Grazing within Proposed Perr

Surface	Mineral	Grazing Rights
Bath	Bath	Bath
City	BLM	Stanley Baer - lea:
BLM	BLM	Bath

Surface ownership within 1/2 mile of Perm

- Monaghan
- (no hatch) Roberts
- State of Wyoming

__verify with County Recorder

T14N R74W Sections 2, 3, 10, 11
NAD_1927_UTM_Zone_13N

0 0.25 0.5 1 Mile

N

SURFACE ACCESS AND USE AGREEMENT
(Mineral Exploration Activities)

This **Surface Access and Use Agreement** ("Agreement"), dated effective as of January 24, 2012 ("Effective Date"), is by and between the **City of Laramie, Wyoming, a municipal corporation**, whose address is City Hall, 406 Ivinson Street, P.O. Box C, Laramie, WY 82073 ("City") and **Mountain Cement Company, a Nevada corporation**, whose principal office is located at 5 Sand Creek Road, Laramie, Wyoming 82070 ("MCC").

RECITALS

WHEREAS, City owns all or part of the surface estate of the following described lands located in Albany County, Wyoming ("Lands"):

Township 14 North, Range 74 West, 6th P.M.
Section 2: All that portion lying North and West of Sand Creek Road, excepting the SW1/4SW1/4.

WHEREAS, the United States reserved the minerals in and underlying the Lands to itself and those minerals are managed by the Bureau of Land Management;

WHEREAS, MCC desires to enter upon the Lands to conduct Mineral Exploration Activities, as defined below; and,

WHEREAS, City is amenable to allowing MCC to enter upon and use the surface estate of the Lands for conducting such Mineral Exploration Activities subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sums, mutual promises, terms and conditions contained herein, the parties agree as follows:

1. **Grant of License.** City hereby grants to MCC a license to enter upon, access, cross, use and occupy so much of the Lands as are reasonably necessary to conduct "Mineral Exploration Activities" (as defined herein) ("License").

(a) For purposes of this Agreement, "Mineral Exploration Activities" means exploration test drilling, using a vehicle or crawler/track mounted pneumatic hammer rock drill to drill test holes approximately three and one-half (3 ½) to four (4) inches in diameter with an average depth range of thirty (30) to fifty (50) feet in order to obtain Shale quantity and quality definitions. Including, any and all studies required to obtain permits necessary to conduct such Mineral Exploration Activities.

(b) The rights granted to MCC hereunder are non-exclusive and are expressly subject to City's right to use and occupy, and to permit others to use and occupy, the Lands for any purpose that does not materially interfere with MCC's rights granted hereunder. MCC's rights hereunder shall be exercised so as not to unreasonably interfere with the activities of City

or its employees, agents, representatives, invitees, licensees, contractors and subcontractors, successors and assigns.

2. **Consideration.** Upon execution of this Agreement, MCC shall pay to City the sum of **Two Thousand Dollars ($2,000.00)** as full and adequate compensation for the rights granted under this Agreement.

3. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in force for a period necessary for MCC to complete the Mineral Exploration Activities not to exceed in any event twelve (12) months from the Effective Date, at which time this Agreement shall automatically terminate and the Licenses shall expire without further action by either party unless the parties expressly extend the Agreement in writing. Notwithstanding the foregoing, in the event MCC has not completed required reclamation and restoration of disturbed lands resulting from MCC's Mineral Exploration Activities, then MCC, may request in writing an extension of the License for a period not to exceed six (6) months to complete restoration and reclamation activities, which request shall not be unreasonably denied.

4. **Reclamation and Restoration of Surface.** At the conclusion of all Mineral Exploration Activities, MCC shall restore and reclaim the surface of the Lands disturbed by MCC's Mineral Exploration Activities to the land's original condition to the extent commercially reasonable, but in no event to a lesser condition required by applicable federal and state laws and regulations. Reclamation will consist of reclaiming all drill holes in accordance with Wyo. Stat. § 35-11-404, Wyoming Department of Environmental Quality/Land Quality Division Rules and Regulations, Chapter 8, and permit conditions.

5. **Compliance with Law.**

(a) MCC shall comply with all applicable laws, rules, regulations, and permit conditions relating to MCC's Mineral Exploration Activities.

(b) MCC shall be solely responsible for posting all necessary bonds and obtaining and maintaining all necessary federal, state, and local filings, permits and other authorizations necessary to conduct the Mineral Exploration Activities.

6. **Use Restrictions.**

(a) No animals, alcohol, drugs, firearms or hunting shall be allowed on the Lands by MCC or its employees, contractors or agents.

(b) MCC shall keep the Lands free of litter and debris associated with MCC's activities and operations.

(c) MCC shall give City a minimum of five (5) days advance notice prior to the date when its employees, contractors and subcontractors will enter the Lands for Mineral Exploration Activities.

(d) Except for Mineral Exploration Activities, no other activities shall be conducted by MCC on the Lands pursuant to this Agreement. This Agreement is only for

Mineral Exploration Activities and shall not be construed to be consent or approval of any other mining activity or any mining plan(s).

7. **Insurance**. MCC shall maintain the following insurance:

(a) MCC shall have and maintain comprehensive general liability insurance coverage during the entire term of the Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, in an amount not less than five hundred thousand dollars ($500,000.00) each occurrence and one million dollars ($1,000,000.00) in the general aggregate.

(b) MCC shall provide proof of workers compensation coverage for all its employees who are to enter upon the Land under this Agreement. MCC's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required or such other workers compensation insurance as appropriate. MCC's insurance shall include Stop Gap coverage in an amount not less than five hundred thousand dollars ($500,000.00) per employee for each accident and disease.

(c) MCC shall maintain, during the entire term of the Agreement, automobile liability insurance in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence.

(d) All polices required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. MCC shall pay the premiums on all insurance policies.

8. **Indemnification.** MCC shall indemnify, defend and hold harmless City from all losses, costs, liabilities, penalties, claims, damages and judgments ("Claims"), including without limitation Claims for injury to or death of persons or damage to property, arising out of, related to or resulting from the activities or operations of MCC or its employees, contractors or agents, on the Lands, except to the extent that such Claims are caused by the gross negligence or willful misconduct of City, in which event MCC shall be responsible only for its proportional share of liability for such Claims.

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

10. **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 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 the 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.

11. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither party shall assign this Agreement, or any rights or obligations herein, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign this Agreement without consent to an affiliate or in connection with sale of all or substantially all of its assets held in conjunction with mining operations proposed for or conducted in the vicinity of the Lands.

(b) All notice and other required or permitted communications under this Agreement shall be in writing, and shall be addressed respectively as follows:

If to MCC: Mountain Cement Company
c/o David Challacomb, President
5 Sand Creek Road
Laramie, WY 82070
Phone: (307) 745-2665

If to Owner: City of Laramie
c/o Ms. Janine Jordan, City Manager
P.O. Box C
Laramie, WY 82073
Phone: (307) 721-5226

All notices shall be given (i) by personal delivery, or (ii) by electronic communication, capable of producing a printed transmission, or (iii) by registered or certified mail return receipt requested; or (iv) by overnight or other express courier service. Notices shall be effective and shall be deemed given on the date of receipt at the principal address if received during normal business hours, and, if not received during normal business hours, on the next business day following receipt. Any party may change its address by written notice to the other party.

(c) This Agreement shall be construed in accordance with and governed by the laws of the State of Wyoming. Each party hereto consents to the jurisdiction of any appropriate court in the State of Wyoming in the event there is a dispute or disagreement arising out of this Agreement

(d) Except as otherwise provided in this Agreement, the parties shall be entitled to any and all remedies provided by law.

(e) This Agreement may be modified only by a document in writing executed by all the parties hereto.

(f) This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

(g) This Agreement may be executed in counterparts.

IN TESTIMONY 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 Mountain Cement Company has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Scott Mullner
Mayor and President of the City Council

MOUNTAIN CEMENT COMPANY:

By: _____
David Challacomb, President

Attest: _____
Sue Morris-Jones, MMC
City Clerk

City Attorney's Office
approval as to form:
_____
Date: 1/20/12

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Scott Mullner, as Mayor of the City of Laramie, Wyoming this 24 day of January, 2012. Witness my hand and official seal.

Notary Public

My commission expires:
November 7, 2013

ROBIN DESPAIN NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 7, 2013

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Susan Morris-Jones, as City Clerk of the City of Laramie, Wyoming this 24 day of January, 2012. Witness my hand and official seal.

Notary Public

My commission expires:
November 7, 2013

ROBIN DESPAIN NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 7, 2013

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by David Challacomb, President of Mountain Cement Company this 17th day of January, 2012. Witness my hand and official seal.

MITCHELL EDWARDS - NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 8, 2013

Notary Public

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

Agenda Item: Original Ordinance - 3rd Reading

Title: Original Ordinance No. 1922A amending Title 8 of the Laramie Municipal Code for the purposes of creating health and safety standards for mobile homes, manufactured homes, recreational vehicles and tents.

Recommended Council MOTION:

1. Move to approve Original Ordinance No. 1922A on third and final reading, based on findings of fact and conclusions of law, and authorize the Mayor and Clerk to sign the ordinance
2. Move to **postpone** Original Ordinance No. 1922A to July 19, 2016

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:

June 21, 2016 Update:

Staff recommends postponement of the Ordinance to allow for additional time to address liquid petroleum safety standards associated with recreational use of individual spaces within manufactured home communities.

Public Comments and Meetings:

Since the May 17th City Council meeting staff has received 3 verbal comments from park owners regarding the proposed changes to the regulations. All commenters supported the proposed incorporation of recreational vehicles in manufactured home communities.

Two of the commenters indicated a desire to require that recreational vehicles be "self-contained." Staff has provided a definition for self-contained recreational vehicles. Self-contained recreational vehicles are defined as: " vehicular, portable structure built on a chassis designed to be used as a temporary dwelling for travel, recreation and vacation; and manufactured with a toilet, sink and electrical system capable of being hooked up to city water and sewer systems" (proposed LMC 8.68.030.E). This definition allows for use of recreational vehicles, "tiny houses" and other housing options provided they have electrical, water and sewer systems that can be connected to City service and can meet the criteria for installation (properly registered and skirted).

Listening Session:

On February 17, 2016 staff hosted a listening session at Fire Station #2 to take comments from citizens, residents and owners of Manufactured Home Communities and Recreational Vehicle Parks. Notice was mailed to all park owners, posted in public buildings and on digital platforms. In total, nine people attended the meeting and several telephone inquiries were generated. The nine people consisted of one citizen, a park resident / employee, and representatives for 7 of the 26 Manufactured Home Communities in the City.

A summary of comments received include:

- Enforcement needs to be consistently done so all parks are maintained equally. Skirting requirements should be kept in place so park owners and City representatives have laws to enforce. Skirting requirements should not hinder a license renewal.
- Setback requirements between Manufactured Homes should be reduced to allow for smaller spaces to accommodate modern Manufactured Homes.
- Why license only this housing sector? Some apartments and rental housing is in worse condition than Manufactured Homes.
- Overwhelming support of removing the prohibition of change of occupancy or sale of non-HUD certified Manufactured Homes.
- Allow Recreational Vehicles in Manufactured Home Communities. Reasons cited were that older parks cannot accommodate newer Manufactured Homes due to small space size but can accommodate Recreational Vehicles and Campers. Changes should set minimum standards for a Recreational Vehicles and Campers so poor quality units cannot be brought in.
- Allow intermingling of Recreational Vehicles in Manufactured Home Communities.
- Tiny Homes should be allowed in Manufactured Home Communities.
- Tiny Homes, Recreational Vehicles, and Campers, should be allowed as accessory dwelling units on private property in multi-family zone districts (R2, R2M, R3, ROB overlay Districts)
- Processes should be amended to allow for easier re-development / new development. For example, most mobile home parks are non-conforming and require Rezoning and Conditional Use Permit approval prior to construction or modification. Site perimeter bufferyards should be reduced.
- Third party inspection programs should be investigated to determine if units are safe for habitation.

Staff has attached the June 22, 2015 Planning Commission Staff Report to this packet which provides background on manufactured homes within the City and addresses two companion Ordinances, one of which has been adopted, that have accompanied this Ordinance. Several of the concepts discussed in the staff report are no longer relevant as the Ordinance has evolved throughout the Council adoption and review process.

The Planning Commission held a public hearing and reviewed this item on June 22nd and recommended approval (4 yes, 1 no, 2 absent).

Legal/Statutory Authority:

Per UDC adoption stipulation (see quoted section above); also per W.S. 15-1-5 (Cities – Planning), W.S. 15-1-6 (Cities – Zoning), and related statutes.

Responsible Staff:

Randy Hunt, AICP, Community Development Director, 307-721-5288

Charles Bloom, AICP, Principal Planner, 307-721-5232

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	September 8, 2015
Pub. Hearing Advertised	August 16, 2015
Introduction/1st Reading	July 21, 2015
2nd Reading	November 17, 2015
3rd Reading	June 21, 2016

Attachments:

1. Original Ordinance 1922A
2. June 22, 2015 Planning Commission Staff Report

ORIGINAL ORDINANCE NO.: 1922A INTRODUCED BY: Henry
ENROLLED ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 8 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF CREATING HEALTH AND SAFETY STANDARDS FOR MOBILE HOMES, MANUFACTURED HOMES, RECREATIONAL VEHICLES AND TENTS.

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, City staff recommends that health and safety standards for mobile homes, manufactured homes, recreational vehicles and tents are more approximately addressed in Laramie Municipal Code Title 8 (Health and Safety);

WHEREAS, on June 22, 2015, the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of amendments to Laramie Municipal Code as shown in this ordinance; 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 LMC Section 8.68 is **created** to read as follows:

"Mobile homes, manufactured homes, recreational vehicles and tents"

8.68.010 – Purpose.

It is found that in order to protect and promote the public health, morale, convenience,

safety and welfare and to preserve the appropriate character of each area within the sound principles of the comprehensive plan, it is necessary to provide for the licensing, regulation, permits and fees for the locations and operation of manufactured home communities, recreational vehicle parks and campgrounds within the city.

8.68.020 – Compliance with Title.

It is unlawful for any person to occupy a mobile home, manufactured home, recreational vehicle, or tent except in compliance with the provisions of this chapter.

8.68.030 – Definitions.

A. "Mobile home" and "Manufactured home" are used interchangeably and shall mean a transportable, single-family dwelling unit, suitable for year-round occupancy that contains the same water supply, waste disposal and electrical conveniences as immobile housing, that has no foundation other than wheels or removable jacks for conveyance on highways, and that may be transported to a site as one or more modules, but the term does not include "travel trailers," "campers," "camper buses," or "motor homes," **recreational vehicles as defined in subsection C. below,** or modular homes designed to be placed on a foundation.
B. "Manufactured home community" shall mean a site containing spaces, improvements and utilities that are leased for the long-term placement of manufactured homes or mobile homes.
C. "Recreational vehicle" shall mean any of the following:
    1. "Travel trailer" means a vehicular, portable structure built on a chassis designed to be used as a temporary dwelling for travel, recreation and vacation, and manufactured or built to be towed behind a vehicle.
    2. "Pick-up coach" means a structure designed to be mounted on a truck for use as a temporary dwelling for travel, recreation and vacation.
    3. "Motor home" means a portable, temporary dwelling to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle.
    4. "Camping trailer" means a portable, folding or collapsible structure, mounted on wheels and designed for travel, recreation and vacation.
D. "Recreational vehicle park" shall mean a development on a lot or parcel of land in which one or more spaces are occupied or intended for occupancy by recreational vehicles for or camping trailers for transient dwelling purposes.

8.68.040 Residential manufactured homes required to be in a manufactured home park or land zoned for manufactured homes.

A. Except as provided in this section, no person shall park or locate any manufactured home or use a manufactured home as a dwelling permanently, temporarily or for indefinite periods of time, unless the manufactured home is located in a manufactured home park or land zoned for manufactured homes.
B. A person may park a manufactured home for transportation or inspection on a manufactured home sales lot if the manufactured home is ~~property~~ properly secured.

8.68.050 Installation and Relocation of Manufactured Homes – Certification required.

A. Installation and relocation of any manufactured home built before June 15, 1976, to standards other than the National Manufactured Home Construction and Safety Standards

Act, 42 U.S.C. Section 5400 et seq., within the City of Laramie shall be prohibited except as provided in LMC 8.68.050.B below.

B. Pre-existing manufactured homes built before June 15, 1976, to standards other than the National Manufactured Home Construction and Safety Standards Act, 42 U.S.C. Section 5400 et seq. may be relocated within a licensed Manufactured Home Community provided they are relocated in conjunction with an application to convert a portion of the Manufactured Home Community to a Recreational Vehicle Park ~~pursuant~~ in accordance with the provisions of LMC 15.14.140.D

8.68.060 - Nonresidential use of manufactured home.

A. A person may use a manufactured home as an office or other nonresidential use on a temporary basis during construction or remodeling connected with a use permitted on the lot, if the use and location of the manufactured home comply with all applicable zoning and building provisions of this code and other ordinances of the city, but only if the manufactured home is removed from the site upon completion of the construction or remodeling and only if the home is adequately secured against damage and overturning by winds while on the premises.

B. A person may use a manufactured home for nonresidential purposes outside of a manufactured home park for other than construction or remodeling if the person requests a special exception for such use from the board of adjustment. The board may grant a special exception if it finds that:
   1. The use of the manufactured home is a temporary and accessory use necessary to enhance the principal use of the property;
   2. The use is limited to no more than twenty-four months, unless the board finds good cause for a longer use;
   3. The manufactured home installation meets all of the requirements of this chapter relating to tie-down and wind security;
   4. The applicant has demonstrated an undue hardship and the need for the temporary use pending permanent construction of other facilities; and
   5. If granted, the special exception will not adversely affect the character of the neighborhood in which the manufactured home is proposed to be located nor substantially impair the appropriate use and development of adjacent property.

8.68.070 - Accessory Structures.

A. The following accessory structures to an individual manufactured home are permitted if they comply with all applicable provisions of this code and other ordinances of the city: unenclosed carports and porches; awnings; and detached storage cabinets that do not exceed one hundred fifty square feet in floor area. Such structures:
   1. Shall not obstruct required openings for light and ventilation of the manufactured home or prevent inspection of manufactured home equipment and utility connections; and
   2. Shall be located at least ten feet from any adjacent manufactured home.
   3. Existing accessory structures not in compliance with the requirements of this section may remain in place only until the manufactured home to which the

structures are accessory to is removed or replaced. When such manufactured home is replaced, ~~no~~ a person owning or occupying the manufactured home or using the accessory structure shall not fail to remove all such accessory structures or bring them into compliance with the applicable provisions of this chapter.

8.68.080 – Recreational Vehicles, and Tents.

A. Occupation Outside of Licensed Parks or Campgrounds.
It is unlawful for any person to occupy or inhabit a recreational vehicle or tent upon any premises or tract of land located within the city which is outside a licensed recreational vehicle park or campground, except that one visiting travel trailer or recreational vehicle may be parked on privately owned, residential property, and may be inhabited for a period not to exceed fourteen days in any one calendar-year period.

B. Any property owner desiring to furnish temporary facilities for a group of trailers, recreational vehicles or tents may be granted permission pursuant to LMC 15.10.030.B, Temporary Uses.

C. It is unlawful for any person to occupy or inhabit a ~~recreational vehicle or~~ tent within a licensed recreational vehicle park or campground within the City for a period exceeding 180 calendar days.

D. Subsections ~~a~~ A and ~~b~~ B of this section do not apply to temporary parking of recreational vehicles when parked in a privately owned lighted and paved parking lot (plant-mix bituminous or concrete paving) which has at least two hundred lined parking stalls and is appurtenant and adjacent to an occupied retail business. Parking is limited to one day for each recreational vehicle. Such parking shall be without charge. Utility hookups shall not be provided. The business owner's permission shall be required. No sewage disposal shall be permitted unless the business owner provides a dump station designed and operated according to law.

E. License Required.
It is unlawful for a person to operate a recreational vehicle park or campground in the city without securing and maintaining a valid license as required by LMC section 8.68.100, Licenses.

8.68.090 – Safety Standards.

The intent of this section is to provide for basic life safety provisions related to Recreational Vehicle Parks, Campgrounds Manufactured Home Communities.

A. Storage and Location of Liquefied Petroleum Gas.
1. Liquefied petroleum gas containers installed on a manufactured home, travel trailer, recreational vehicle or campground space shall be securely but not permanently fastened to prevent accidental overturning. Such containers shall not be more than sixty (60) U.S. gallons gross capacity.
2. No liquefied petroleum gas vessel shall be stored or located inside or beneath any storage cabinet, carport, trailer or any other structure, unless such installations are approved by the fire department. (Prior code § 37A-47).

B. Storage of Fuel Oil.
1. All fuel oil storage tanks or cylinders shall be securely fastened in place and shall not be located inside or beneath any manufactured home or less than five feet from

any manufactured home exit.

2. Storage tanks located in areas subject to traffic shall be protected against physical damage. (Prior code § 37A-48).

C. Fire Protection.

1. Generally.
   Each manufactured home, travel trailer, recreational vehicle or campground shall be subject to compliance with NFPA Standard 1194 and relevant development standards of the International Fire Code as adopted by the city. All plans and specifications therefore will be approved by the office of the city fire marshal.
2. Recreational Fires.
   No recreational fire shall be permitted on an individual travel trailer, recreational vehicle or campground site except in facilities approved by the city fire inspector and in conformance with applicable NFPA standards. No open fire shall be left unattended. No fuel shall be used and no material burned which emits dense smoke or objectionable odors. (Prior code § 37A-53).

D. Maintenance.

Each manufactured home community, recreational vehicle park or campground to ~~whom~~ which a license is issued, shall at all times operate the facility in compliance with this code and shall provide adequate supervision to maintain its facilities and equipment in good repair and in a safe, clean and sanitary condition at all times. This shall include lighting of common areas, snow removal, lawn maintenance, maintenance of drive aisles and parking lots, maintenance of recreational equipment and community facilities.

E. Recreational Facilities.

Recreational facilities, including playgrounds, basketball courts and picnic areas shall not be abandoned or neglected to the point of abandonment without approval from the City.

8.68.100 – Licenses.

A. Required.

It is unlawful for any person to establish, maintain, operate or permit to be established, any manufactured home community, recreational vehicle park, or campground within the city without first obtaining a license. The license shall be renewed once every two years and may be transferred to another entity provided the license is for the same property and the City is provided in writing of the new entity's name and contact information within 30-days of transfer.

B. Fees.

The initial and biennial~~annual~~ license fee for a manufactured home community, recreational vehicle park, and campground is non-refundable and is required at the time of application. Fees shall be paid in accordance with fee schedules adopted by the City.

C. Term.

All manufactured home community, recreational vehicle park, and campground licenses shall be valid for a period of two years, shall not be prorated and shall expire on June 30th of the second year. A complete renewal application shall be filed with the city manager or designated representative prior to license expiration.

8.68.110 – Initial License:

A. Application for manufactured home community, recreational vehicle park or campground license shall be filed with the city manager or designated representative.

B. At minimum, the following information shall be provided with the license application:

1. The name and address of the applicant.
2. The location, street address and legal description of the community/park,
3. A site plan drawn to scale of the community, park or campground. The site plan shall show: the boundaries of the community; the park or campground's individual spaces; space numbers; common open space and recreation facilities; the locations of common facilities; mailbox location(s); parking spaces and drive aisles; fences and walls and a description of their construction;
4. A landscaping plan showing the location of trees, bushes, grasses, hardscaped areas and any landscape features;
5. Locations of all site lighting features with reference to type; signage location, dimensions and illumination; refuse areas and facilities; storage sheds; fire lanes and fire hydrants; adjacent rights-of-way and property owners; scale and north arrow.

C. Multiple licenses shall be allowed for individual properties with a mixture of uses provided that licenses should be limited to contiguous areas of the community, park or campground and shall not overlap.

8.68.120 – License Renewal Criteria:

A. Manufactured Home Community, Recreational Vehicle Park and Campground Licenses.

Upon application in writing by a licensee for renewal of a license required by this chapter ~~and after re-inspection by~~ the city manager or designated representative shall inspect the manufactured home community, recreational vehicle park and/or campground for compliance with the regulations of this code and upon payment of the license fee, shall issue a certificate renewing such license for another two years.

B. Application Contents.

At minimum, the following information shall be provided with the license renewal application: the name and address of the applicant; the name and contact information of property manager; the location, street address and legal description of the community, park or campground; total number of spaces; total number of occupied spaces; number of sites and specific site numbers of abandoned manufactured homes or vehicles; a summary of prior years' improvements; any proposed improvements/major maintenance or scheduled maintenance; and any modifications proposed to recreational amenities on the property.

C. City Review of Application for License Renewal.

The city manager or designated representative shall review each application and, as ~~deemed~~ necessary, distribute the application to other reviewers. Taking into account results of those reviews, city manager or designated representative shall take final action on the application and approve or deny, based on the applicable renewal criteria in this section. The city manager or designated representative review and decision, including referral to other agencies and bodies, shall be completed within 30 calendar days of receipt of a complete application. Failure to complete such review in 30 calendar days shall not constitute deemed approval of the application; however if the city manager or designated representative does not act on the application within 30 calendar days, the applicant may request the City Manager or designated representative move the application to the City Council agenda for review, which the City Manager or designated representative shall do upon such request. No license shall be deemed to have lapsed pending final action on a timely filed renewal application.

D. Requirements for Renewal.

All Manufactured Home Communities, Recreational Vehicle Parks and/or Campgrounds shall meet or exceed the following requirements to be eligible for an annual license:

1. Site Numbering.

   All individual site numbers shall be consistently labeled pursuant to the following standards:

   a. Site numbers shall be consistently displayed on a mailbox, mailbox post or post, unit, or similar mechanism, and shall be easily visible from internal access roads ~~when traveling~~ in either direction. The site number display shall be minimum height of three feet and maximum height of five feet above the road grade as measured from the midpoint of the sign. Alternatively, if displayed on the mailbox post, the site number display may be mounted directly below the mailbox so long as the midpoint of the sign is no less than two and one-half feet above road grade.
   b. All site numbers shall be white reflective lettering on a color contrasting or nearly contrasting with the background. All site number identification signs shall be consistently designed and consistently located on each space within a manufactured home community. There shall be no obstructions to preclude the site numbers from being visible from access drives.
   c. All address numbers shall be a minimum of three (3) inches in height and one and one-half (1 & 1/2) inches in width.

2. Street Labeling.

   a. For communities with multiple internal streets, all internal streets shall be labeled. All signage shall be white reflective lettering on a color contrasting or nearly contrasting with the background. All signage shall be consistently designed and consistently located at each intersection within a manufactured home community. There shall be no obstructions to preclude the signage from being visible from interior roadways. All sign letters and numbers shall be a minimum of three (3) inches in height and one and one-half (1 & 1/2) inches in width.

3. Safety.
   The property shall conform to the safety standards of LMC section 8.68.090.
4. Nuisances.
   The property shall not constitute a nuisance violation as defined in LMC Title 8.
5. Site Occupation.
   Sites within a manufactured home community shall only be occupied by manufactured homes. Sites within a recreational vehicle park shall only be occupied by recreational vehicles and travel trailers. Sites within a campground shall only be occupied by recreational vehicles, tents or cabins (as approved on a site plan).

8.68.130 – Enforcement.

Violations of the provisions of this section shall be subject to the enforcement provisions of Chapter 15.26 of this code, including but not limited to civil penalties and abatement of said violations.

Section 2. That if any section, subsection, sentence, clause, phrase, graphic, or portion of this ordinance is for any reason held invalid or deemed unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this ordinance; and

Section 3. That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this _____ day of _____, ~~2015~~2016.

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

Attest:_____
Angie Johnson~~Sue Morris-Jones, MMC~~
City Clerk

First Reading: July 21, 2015
Public Hearing: August 11, 2015
Second Reading: November 17, 2015
Third Reading and Final Action: ~~March 1, 2016~~May 17, 2016

Duly published in the *Laramie Boomerang* this _____day of _____, ~~2015~~2016.

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LARAMIE PLANNING COMMISSION
JUNE 22, 2015
STAFF REPORT

FILE:	**TA-15-02 Amendments to Code regarding Manufactured Homes, Mobile Homes, Manufactured Home Communities, Recreational Vehicle Parks, Campgrounds and Nonconforming Mobile Homes.**
REQUEST:	Text amendments to the Unified Development Code and other Titles regarding licensing requirements for Manufactured Home Communities, Recreational Vehicle Parks and Campgrounds; and amendments to Nonconforming Mobile Homes, and Recreational Vehicle Park development standards.
APPLICANT:	City of Laramie
PURPOSE:	Amendments to various sections of Code amending and relocating Manufactured Home Community, Mobile Home Park, Travel Trailer Park, Recreational Vehicle Park and campground licensing requirements to LMC Title 8, allowing for change of occupancy and annexation of mobile homes constructed prior to June 15, 1976, clarifying development standards for Recreational Vehicle Parks when part of a Manufactured Home Community, and amending the definition of Manufactured Home Community.
PREPARED BY:	Charles W. Bloom, AICP, Senior Planner

RECOMMENDED MOTION:

Move to recommend that the City Council **approve**: 1) amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code as shown in Attachments 1, 2 and 3 for the purposes of amending and relocating Manufactured Home Community, Mobile Home Park, Travel Trailer Park, Recreational Vehicle Park and Campground licensing requirements to LMC Title 8; 2) allowing for change of occupancy and annexation of mobile homes constructed prior to June 15,1976; 3) clarifying development standards for recreational vehicle parks when part of a Manufactured Home Community; and amending the definition of Manufactured Home Community.

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 8, Health and Safety
- 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
- Laramie Housing Study 2030

BACKGROUND:

With adoption of the Unified Development Code (UDC) in 2010 regulations were adopted regarding the licensing of Mobile Home Communities, Manufactured Home Communities, Travel Trailer Parks, Recreational Vehicle Parks and Campgrounds. The UDC sets specific renewal criteria for all licensed parks to be implemented with the 2011-2012 and 2012-2013 licenses. Park renewals required that specific information such as site plans and an inventory of units within the park be provided concurrently with the 2011-2012 license, and that concurrently with the 2012-2013 licensing each unit be skirted; all units to be marked with a space number; all mobile home facilities (including stairs, decks, porches and other facilities and equipment) be brought into good repair and in a safe, clean and sanitary condition; and all nuisances be abated. Staff has been unable to issue any individual park license renewals due to the tremendous amount of staff time required to administer the items required with the 2012-2013 license procedures.

On December 4, 2012 the City Council extended all active mobile home park and recreational vehicle park licenses through June 30, 2013 and directed staff to reevaluate the existing process and propose changes for Planning Commission recommendation and City Council consideration. During this time staff drafted Original Ordinance 1874. On June 4, 2013 the Ordinance was postponed to August 20, 2013, to allow time for citizens to provide additional input and for staff to develop potential amendments.

On May 20, 2014, at staff's request, the City Council denied without prejudice Original Ordinance No. 1874 on second reading and directed staff to draft a new ordinance following completion of the Housing Study.

After denial staff became aware that not all manufactured home parks renewed their 2011 – 2012 licenses. On June 17, 2014 the City Council approved Resolution 2014-40 retroactively extending 2010-2011 licenses through June 30, 2015 so all parks are licensed and will have a common baseline when, and if, new rules and procedures are adopted after completion of the Housing Study. At the time of writing of this staff report, a similar resolution extending 2010-2011 licenses through June 30, 2016 was scheduled for City Council Consideration on June 16, 2015.

The fundamental concept of licensing of Manufactured Home Communities itself is something of an antiquated policy and was in need of review. Park licensing in Laramie began in the 1950s –well

before zoning existed in Laramie - and eventually found its way into the zoning code where it has remained, mostly unchanged, for over a half-century.

Review of the existing Ordinance, earlier draft Ordinance, Laramie Housing Study 2030 and Comprehensive Plan have indicated that there is merit to keeping annual tabs on our parks' quality and this segment of our housing inventory. Maintaining a licensing program will ensure that common areas within this segment of our housing inventory are inspected and routinely licensed. It should be noted that this licensing provision is only for the Manufactured Home Community and its common areas and in no way will result in the interior inspection or licensing of individual units.

Types of Manufactured Dwelling Units:

Nationwide and in Laramie there are several types of "manufactured" homes. These types are easily confused or mistaken; however there are notable objective differences.

Below are summaries and Unified Development Code definitions of three housing types that are often referred to as mobile homes.

1. Mobile Home:

LMC 15.28.030.A

133. Dwelling, Mobile Home

"Dwelling, mobile home" means a factory-built dwelling built before June 15, 1976, to standards other than the National Manufactured Home Construction and Safety Standards Act, 42 U.S.C. Section 5400 et seq., and acceptable under applicable state codes in effect at the time of construction of introduction of the home into the state. Mobile homes have not been built since introduction of the National Manufactured Home Construction and Safety Standards Act, 42 U.S.C. Section 5400 et seq.

Mobile homes are dwellings that were built prior to establishment of June 15, 1976 National Manufactured Home Construction and Safety Standards act. No standardized inspection program existed when these dwellings were constructed. These homes were built in a factory off-site to unknown standards. Pre-1976-Act mobile home dwellings are not permitted to be brought into the City Limits. Existing mobile homes are non-conforming and primarily located in either a manufactured home community or on private lots.

2. Manufactured Home (HUD-compliant Homes) (LMC 15.28.030.A.132):

LMC 15.28.030.A

132. Dwelling, Manufactured Home

"Dwelling, manufactured home" means a single-family dwelling unit constructed after June 15, 1976, built in accordance with National Manufactured Home Construction and Safety Standards Act, 42 U.S.C. Section 5400 et seq.

Manufactured homes are dwellings constructed after June 15, 1976 and are constructed to conform to the National Manufactured Home Construction and Safety Standards act. These homes were built in a factory off-site to adopted standards adopted by the federal government. Inspection by federal officers during manufacturing ensures quality control. These dwellings are permitted to be brought into the City Limits and may be placed within a manufactured home community or on individual lots zoned either R2M or RR (Rural Residential) provided proper permits are obtained.

3. Modular Home (Compliant with International Building Code) (LMC 15.28.030.A.134):

LMC 15.28.030.A

134. Dwelling, Modular Home

"Dwelling, modular home" means a factory assembled residence built in units or sections, transported to a permanent site and erected on a foundation.

Modular homes are dwellings constructed after 1976 and are constructed to conform to the International Residential Code. Component sections of these homes were built in a factory off-site to the same or greater standards of the City. These dwellings are permitted to be brought into the City Limits and may be placed on a permanent foundation within a manufactured home community or on individual lots residentially zoned. Many of these dwellings look like what is commonly referred to as a manufactured home; however, the key difference is these are constructed to residential building code and not constructed on a chassis.

RELATIONSHIP TO APPLICABLE PLANS:

- **Laramie Housing Study 2030:** "Enhance the quality of mobile home parks in Laramie." "Support, only, the use of HUD-approved mobile homes in designated mobile home parks, while prohibiting recreational vehicles and non-HUD-approved mobile homes from using vacated mobile home lots for residency. The City should develop new ordinances and implement existing regulations to insure the health, safety and well-being of mobile home park residents;" "The conversion of portions of mobile home parks to support recreational vehicles, or the acquisition of existing mobile home parks for recreational purposes or additional housing development should be considered by the City;" and "Support housing and lot improvements programs, including aesthetic improvements, landscaping, gateway entrance enhancements in existing mobile home parks." (p 2.26-27)

- **Comprehensive Plan:** Housing Goals and Action Statements "17. Develop site design standards for manufactured housing communities that are similar in nature to subdivision requirements, including street and sidewalk requirements, setbacks, lot configuration, minimum yards, landscaping, parking, and other variables." (p 5-22)

- **Unified Development Code:** "… 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)

PROPOSED AMENDMENTS:

Staff has presented the changes in an Ordinance form – instead of in the UDC format - partly because a substantial piece of the Amendment is outside of the UDC in LMC Title 8 and to avoid paper production and the confusion of multiple copies as this item moves forward to Council. The draft ordinances have been attached and they will be presented to the City Council as three separate agenda items. The reason for the separate ordinances is because amendments within different titles (Titles 8 and 15) require different ordinances. Additionally the issue of non-conforming mobile home occupation is a substantially different topic than that of Manufactured Home Community licensing and may need to be discussed independently.

Summary of Proposed Ordinance 1: Licensing

This Ordinance relocates the licensing requirements and occupation for residing in mobile homes, manufactured homes, recreational vehicles and tents from Title 15 (Unified Development Code) to Title 8 (Health and Safety).

For the most part, the licensing requirements remain the same. The renewal criteria has been slightly changed, notably making the skirting requirement a use standard for mobile and manufactured home owners instead of the responsibility of the Manufactured Home Community owner. This is more in line with the overall concept of ownership where one is required to maintain

their own dwelling. Under present regulations a Manufactured Home Community could not be licensed if a manufactured home is not properly skirted.

Safety Standards –Liquid Propane (LP) Storage, Common Areas, Recreational Amenities, Junk
Renewal standards require that the park be in compliance with safety standards such as storage of liquid petroleum gas (common in Laramie) and fuel oil (rare in Laramie); common areas, including recreational amenities, are required to be maintained and in safe operable condition; the property has to be free of junk nuisances; and individual spaces are required to be occupied by permissible units (manufactured or mobile homes).

Over time several of our Manufactured Home Communities have let common areas fall into disrepair which will require correction prior to issuance of a new license. Comprehensive Plan Chapter 5, Housing and Neighborhoods, indicates Community recreational amenities such as parks, recreation areas, and community centers "play a very large role in the quality of life" and further identifies "that manufactured housing communities, apartment complexes, and other types of affordable housing tend to have fewer amenities, but these are the areas with the most need" (p 5-9). The maintenance of common areas was not clearly addressed with the prior licensing provisions, however with this amendment communities will be required to repair existing facilities in disrepair such as broken swing sets or missing basketball hoops. Ideally, this requirement would result in repair or replacement of the amenities; however, since the development standards of LMC Chapter 15.14 don't require recreational amenities, this may result in the removal of the abandoned recreational amenities.

Living in Recreational Vehicles
Presently, occupation of spaces within a Manufactured Home Community by a recreational vehicle, travel trailer, or van is prohibited. These units are regulated as motor vehicles, which is a fundamentally different concept from housing unit regulation. Presently occupation of these spaces is not allowed because the facility is not appropriately licensed for those vehicles. LMC 8.68.100.C.4 has been added clarifying that lawful site occupation by appropriate housing units is required for renewal of a Manufactured Home Community license. An amendment to LMC Chapter 15.14 is proposed detailing the process to convert a Manufactured Home Community (in whole or in part) to Recreational Vehicle Park which is discussed later on in this staff report (Ordinance 3 changes).

Occupation of an individual space by a recreational vehicle, travel trailer, camper or similar vehicle is presently unlawful. Approval, or even denial, of this ordinance will not allow any recreational vehicles, travel trailers, campers or similar vehicles to claim a non-conforming status within a Manufactured Home Community. Unless amendments are made to allow recreational vehicles, travel trailers, campers or similar vehicles to occupy individual spaces in a Manufactured Home Community; their removal is required. Upon conclusion of this Ordinance adoption, enforcement will commence to ensure compliance with applicable regulations.

Penalty
Different from the current regulations, staff is proposing an amendment addressing remedies in the event a Mobile Home Community owner fails to renew a license. Manufactured Home Community owners will be subject to the enforcement provisions of LMC 15.26 (up to $750 daily fine). Failure to renew a license would penalize the community owner and not the occupant. The issuance of daily fines is envisioned to compel the owner to bring the community up to code. At present, City remedies could result in Manufactured Home Community license revocation, potential closure and

removal of individual units after hearings in front of the City Council. Under the current rules, and proposed to continue, is a provision that allows any license revocation to be appealed to the City Council.

The amendments will continue to allow violations to be served to individual space occupants in the event they are in violation of specific sections of Code (nuisance, skirting, junk). Individual violations would not necessarily jeopardize a community's license renewal ability.

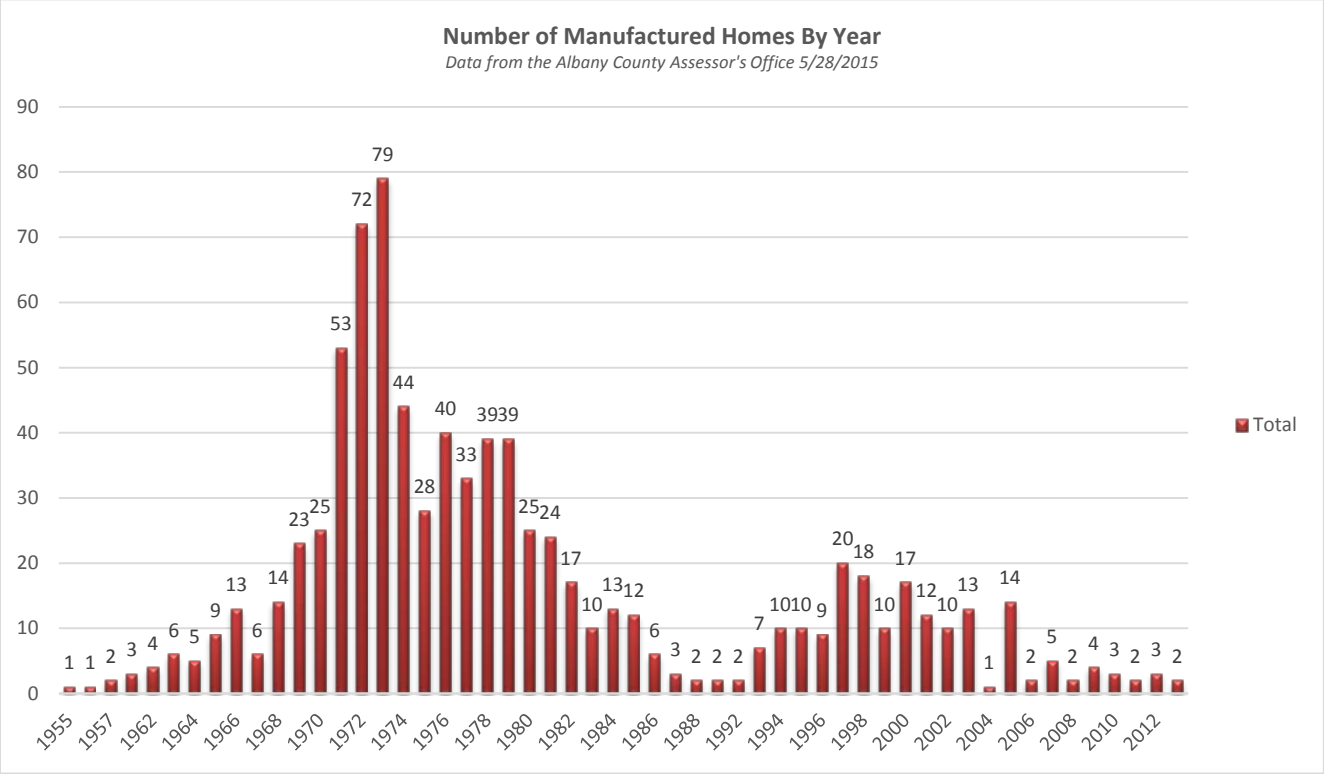
Ordinance 2: Nonconforming Mobile Homes

Present code prohibits installation pre-1976 manufactured homes (referred to in present code as a nonconforming mobile home), on leased or private property, within the City Limits and prohibits their annexation. Code also prohibits the sale or rental of a pre-1976 manufactured homes. A 1989 Ordinance legislates that after January 1, 2000 pre-1976 manufactured homes may only be occupied by the person who occupied the home on January 1, 2000 (Enrolled Ordinance 954 § 3, 1989).

In practice, this ordinance resulted in the reduction of pre-1976 manufactured homes outside of licensed communities. Primarily this was due to the fact that at the time of sale real estate agents were required to disclose this provision to potential buyers. This typically resulted in the sale of the property requiring removal of the pre-1976 manufactured home from the lot. In Manufactured Home Communities where pre-1976 manufactured homes were sold on a cash or credit basis, or in cases where an owner chose to rent out a pre-1976 manufactured home, properties frequently changed ownership and occupancy. In several cases it is believed that Manufactured Home Community owners ended up acquiring title of units that could not be sold, possibly due to sale or abandonment, and converted these into monthly rentals while other in disrepair had been removed in compliance with abandoned vehicle statutes.

This proposed ordinance reverses the present trend and amends the present prohibition of changes of occupancy for manufactured homes constructed prior to June 15, 1976 (mobile homes) and allows for the annexation of pre-1976 mobile homes. Additionally, the term "non-conforming mobile homes" is being changed to "mobile homes" which are defined as manufactured homes constructed prior to June 15, 1976. The word "non-conforming" is redundant and already assumed, since mobile homes are not permitted by right as conforming uses within the City. Any "mobile home" is automatically "non-conforming" by virtue of its definition.

According to Albany County Assessor's data provided there are presently 829 manufactured homes within the City. This includes both pre-1976 and post 1976 manufactured homes. 46.8%, (388) of those manufactured homes were constructed in 1975 or prior. 92% of the pre-1976 are located within Manufactured Home Communities while 32 are located on individual lots. 40 manufactured homes have construction dates of 1976, we can't exactly be certain if they were built before or after adoption of the June 15, 1976 HUD standards which, at glance, we can't be sure. Just over half of Laramie's manufactured housing was constructed in the 1970s (436 units / 53%).



Summary of Manufactured Housing Construction date within the City

According to the Albany County Assessor's Office, 82 Manufactured Homes (both HUD and non-HUD compliant) in total exist outside of parks. 32 of these units are considered non-conforming due to age (constructed 1975 or earlier), and the remainder may be conforming if situated on a lot and on a foundation in a zone district allowing HUD-certified homes, Rural Residential (RR) and Limited Multi-family with Independent Mobile Homes (R2M).

Approval of the Ordinance as presented would allow between 388 and 428 (since it is unknown how many built in 1976 were constructed to HUD standards) manufactured homes to sell or rent their homes. Essentially the argument for lifting the restriction is that these dwelling units will ultimately correct themselves as they are replaced with newer units or move out of the park. Eventually the pre-HUD manufactured home will get to a point where repairs are not feasible and the home will have to be removed. Additionally, some manufactured homes could be in better condition than similar aged single-family homes. Changes of occupancy for single-family homes is not restricted, so in fairness pre-1976 manufactured housing should not have a restriction. Another practical aspect is that the City has no mechanism to track the homes and their ownership status.

Ordinance 3: Removal of Licensing from UDC and Amendments to 15.14, 15.28.

This ordinance proposes very minimal changes to the existing Development Standards of Manufactured Home Communities. Existing Manufactured Home Communities will remain as they are unless a qualifying change is made. Qualifying changes include items such as the addition of spaces, relocation of interior driveways, construction of new buildings and conversion into a

Recreational Vehicle Park. Changes such as repainting or re-roofing a manufactured home, bringing a new manufactured home into a previously occupied or vacant space or replacing a units water heater would not trigger compliance with any of the development standards of Chapter 15.14.

The term Mobile Home Park will be deleted from the Use Table because by definition they will no longer exist (incorporated in the Manufactured Home Community). The definition of "Manufactured Home Community" is proposed to be modified to clarify that it allows for the placement of Manufactured Homes (post 6/15/76) and continued use of Mobile Homes (pre 6/15/76).

A provision has been added in the Manufactured Home Community section detailing criteria for when all or a geographically contiguous portion of the community is converted to a Recreational Vehicle Park. This provision can be found in Section 4 of the Ordinance creating LMC 15.14.140.D which requires that the Recreational Vehicle Park area be created in compliance with the Development Standards of Chapter 15.14 and the land area contiguity requirements of the (proposed) Title 8, Licensing requirements be met.

As proposed in the draft Ordinances, portions of a Manufactured Home Community may be converted to Recreational Vehicle Parks provided they meet the present Recreational Vehicle Park development standards of LMC 15.14.160.A which includes a minimum contiguous land area of at least one acre, screening and buffering from the existing Manufactured Home Community (if any remains), appropriate zoning, and appropriate licensing as a Recreational Vehicle Park. Recreational Vehicle Parks cannot be checker-boarded across existing Manufactured Home Communities. In most cases conversion of a portion of a community into a Recreational Vehicle Park will require rezoning to B2 (General Business) District.

SUMMARY:

Staff has been reviewing the Manufactured Home Community licensing standards for over two years. The first draft was withdrawn without prejudice and sought guidance from the Housing Study. With guidance from the Housing Study, feedback from the community with the prior attempted revisions and additional research; staff believes this proposal package best meets the goals of community, the expectations of Manufactured Home Community residents and addresses problems and concerns brought up in the earlier proposal.

PUBLIC COMMENTS:

Staff has received several comments throughout this process. To date, no one has spoken in opposition of removing the licensing provisions. Early on in the process staff was asked to evaluate the allowance of recreational vehicles (motor homes) and travel trailers (camper trailers) within Manufactured Home Communities. In part, staff has supported the allowance of Recreational Vehicles and campers in the Manufactured Home Communities, however only in contiguous areas converted into Recreational Vehicle and Travel Trailer Parks.

STAFF RECOMMENDATION:

Move to recommend the City Council **approve** : 1) amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code as shown in Attachments 1, 2 and 3 for the purposes of

amending and relocating Manufactured Home Community, Mobile Home Park, Travel Trailer Park, Recreational Vehicle Park and Campground licensing requirements to LMC Title 8; 2) allowing for change of occupancy and annexation of mobile homes constructed prior to June 15,1976; 3) clarifying development standards for recreational vehicle parks when part of a Manufactured Home Community; and amending the definition of Manufactured Home Community.

ATTACHMENTS:

1. Ordinance 1 (Relocating Licensing Provisions to Title 8, Health and Safety)
2. Ordinance 2 (Nonconforming Mobile Homes)
3. Ordinance 3 (Amendments to Chapter 15.14)

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

LARAMIE 1868	**Agenda Item: Original Ordinance - 3rd Reading** **Title: Original Ordinance No. 1924 amending Title 15 of the Laramie Municipal Code for the purposes of amending LMC Chapters 15.14 and 15.28 regarding Mobile Home Parks, Manufactured Home Communities and Recreational Vehicle Parks.**

Recommended Council MOTION:

1. Move to approve Original Ordinance No. 1924 on third and final reading, based on findings of fact and conclusions of law, and authorize the Mayor and Clerk to sign the Ordinance.
2. Move to postpone Original Ordinance No. 1924 to July 19, 2016

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:

June 21, 2016 Update:

Staff recommends postponement of the Ordinance to allow for additional time to address liquid petroleum safety standards associated with recreational use of individual spaces within manufactured home communities.

The Planning Commission held a public hearing and reviewed this item on June 22, 2015 and recommended approval (4 yes, 1 no, 2 absent).

Legal/Statutory Authority:

Per UDC adoption stipulation (see quoted section above); also per W.S. 15-1-5 (Cities – Planning), W.S. 15-1-6 (Cities – Zoning), and related statutes.

Responsible Staff:

Randy Hunt, AICP, Community Development Director, 307-721-5288

Charles Bloom, AICP, Principal Planner, 307-721-5232

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	September 8, 2015
Pub. Hearing Advertised	August 16, 2015
Introduction/1st Reading	July 21, 2015
2nd Reading	November 17, 2015
3rd Reading	May 17, 2016

Attachments:
Original Ordinance 1924

ORIGINAL ORDINANCE NO.: 1924 INTRODUCED BY: Henry
ENROLLED ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF AMENDING LMC CHAPTERS 15.14 AND 15.28 REGARDING MOBILE HOME PARKS, MANUFACTURED HOME COMMUNITIES AND RECREATIONAL VEHICLE PARKS.

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 June 22, 2015, 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; 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 LMC Table 15.14.040-3 be **amended** to replace the term "mobile home" with "manufactured home" throughout the entirety of the table.

Section 2. LMC 15.14.060.E.4.b.(iv) shall be amended to read "The provisions of subsection (iii) above shall also apply to driveways serving manufactured home communities (LMC 15.14.140)~~and mobile home communities (LMC 15.14.150)~~."

Section 3. That LMC Section 15.14.150 is **amended** to read as follows "Reserved".

Section 4. That LMC Section 15.14.140.D is **created** to read as follows "Conversion to Recreational Vehicle Park. Conversion of a Manufactured Home Community to a Recreational Vehicle Park, in whole or in part, shall require conformance with the development standards of LMC 15.14.160 and the licensing requirements of LMC 8.68.~~080~~ **100**(Licenses)."

Section 5. That LMC Section 15.24.050 is **deleted** in its entirety.

Section 6. That LMC Section 15.28.030.A.228 is **amended** to read as follows: "Manufactured Home Community. "Manufactured home community" means ~~a site containing spaces with required improvements and utilities that are leased for the long-term placement of manufactured homes~~ ~~**or mobile homes**~~ **a site containing spaces, improvements and utilities that are leased for the long-term placement of manufactured homes ~~or~~ mobile homes or recreational vehicles**."

Section 7. That LMC Section 15.28.030.A.239 is **amended** to read as follows "~~Mobile home community" means a site containing spaces with required improvements and utilities that are leased for the long-term placement of mobile homes.~~ **See Manufactured Home Community**."

Section 8. That if any section, subsection, sentence, clause, phrase, graphic, or portion of this ordinance is for any reason held invalid or deemed unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this ordinance; and

Section 9. That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this _____ day of _____, ~~2015~~2016.

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

Attest:_____
~~Sue Morris-Jones, MMC~~Angie Johnson
City Clerk

First Reading: July 21, 2015
Public Hearing: September 8, 2015
Second Reading: November 17, 2015
Third Reading and Final Action: ~~December 1, 2015~~ ~~March 1, 2016~~June 21, 2016

Duly published in the *Laramie Boomerang* this _____day of _____, ~~2015~~2016.

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

	Agenda Item: Original Ordinance - 2nd Reading **Title:** Original Ordinance No. 1946 amending Title 15 of Laramie Municipal Code for the purposes of amending Chapter 15.08.040.B.3.b.(i) eliminating differential residential development standards for garages within the Turner Tract Overlay Zone.

Recommended Council MOTION:

Move to **approve** Original Ordinance No. 1946 on second reading contrary to the recommendation by the Planning Commission, that would amend Chapter 15.08.040.B.3.b.(i) – Turner Tract Overlay – Development Standards of the Unified Development Code, based on finding of fact and conclusions of law; specifically finding that it does conform to the Turner Tract Plan.

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:

NOTE: Staff and Planning Commission recommendation still remains as it was originally stated during first reading below. Staff has provided the approval motion for the convenience of Council if the Council wishes to follow Staff and Planning Commissions recommendation.

Move to **deny** Original Ordinance No. 1946 on second reading as recommended by the Planning Commission, that would amend Chapter 15.08.040.B.3.b.(i) – Turner Tract Overlay – Development Standards of the Unified Development Code, based on finding of fact and conclusions of law; specifically finding that it does not conform to the Turner Tract Plan.

Single Family residential garages found within the Turner Tract have never been allowed to be closer to the front setback line than the main part of the house. This is the only development standards in the Turner Tract Overlay District that applies specifically to residential structures. The Turner Tract Overlay zone is generally located south of Garfield Street and Grand Avenue, bounded on the east by Vista Drive and the west by the future extension of 30th Street.

Presently only one single family developer is currently constructing homes within the Turner Tract. However, other residential land does exist within the Turner Tract; about 100 acres, that will likely be developed with single family homes and be subject to the same rules and regulations current development has been required to follow. To date 141 single family homes have been constructed under these regulations.

The applicant, John Edwards is requesting that garages within the Turner Tract should be allowed to follow the same requirements as those found within the rest of the community. Those provisions can be found in 15.14.080.C.4. This section of code basically states that within the rest of the City, garages are allowed to be 12 feet closer to the front property line than the rest of the house.

The applicant requests the following Text Amendment to modify garage location standards of LMC 15.08.040.B.3.b.(i), Turner Tract Overlay – Development Standards. Within this section of code, specific standards exist for garages within the Turner Tract, as follows:

b. Development Standards

> Chapter 15.14 Development Standards and the standards of this chapter are applicable to development in the TTO. In addition, the following specific development standards shall apply in the TTO:
>
> (i) For front-loading garages of single-family detached dwelling units, the garage façade shall not be closer to the front setback line than the exterior wall of the dwelling closest to the front setback line. Front loading garages for single-family attached dwelling units shall be allowed closer to the front setback line than the front exterior wall, provided that adjacent attached dwelling structures shall be offset a minimum of five feet from each other relative to the front setback line. For purposes of this subsection, 'Adjacent attached dwelling structures' are those physically separated structures that are on one or two sides of an attached dwelling structure, on the same side of the street.

If the amendment requested is approved, garages within the Turner Tract would be allowed to be 12 feet closer to the front property line than the rest of the house, versus now where garages in the Turner Tract have to be even or set back farther back with the rest of the house. The 12-foot offset is the standard elsewhere in the City, as noted.

On May 23, 2016 the Laramie Planning considered the amendment and recommended denial [4 yes (to deny), 1 no and 2 absent].

On June 7, 2016 the City Council amended the original motion to deny, and recommended approval of Original Ordinance 1946 [8 yes, 0 no and 1 absent] on 1st Reading.

Legal/Statutory Authority:

Per UDC adoption stipulation (see quoted section above); also per W.S. 15-1-5 (Cities – Planning), W.S. 15-1-6 (Cities – Zoning), W.S. 34-12 (Platting and Dedication), and related statutes.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$635.00	Application & Sign Fee
Grants for Projects		
Loans on Project		
Other		
Total	$635.00	

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	June 21, 2016
Pub. Hearing Advertised	June 4, 2016
Introduction/1st Reading	June 7, 2016
2nd Reading	June 21, 2016
3rd Reading	July 5, 2016

Attachments: Original Ordinance No. 1946, New Applicant Letter, Planning Commission Staff Report 5/23/2016

ORIGINAL ORDINANCE NO.: 1946____ INTRODUCED BY: SHUSTER
ENROLLED ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF AMENDING CHAPTER 15.08.040.B.3.b.(i) (TURNER TRACT OVERLAY – DEVELOPMENT STANDARDS)

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 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 April 27, 2016, John Edwards of Grand View Heights submitted a Code Text Amendment application recommending revisions to 15.08.040.B.3.b.(i) (Turner Tract Overlay – Development Standards) to allow for residential garages within the Turner Tract to follow development standards found within the rest of the community;

WHEREAS, on May 23, 2016 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council denial of amendments to the Unified Development Code as shown in this ordinance;

WHEREAS, on June 8, 2016 the Laramie City Council amended the denial recommendation of Planning Commission and approved on 1st Reading Original Ordinance 1946 as shown in this ordinance;

WHEREAS, the Laramie City Council shall hold a public hearing on June **21**~~14~~, 2016 to take and consider public comments;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1. That subsection LMC 15.08.040.B.3.b.(i) be amended to read as follows:

b. Development Standards

Chapter 15.14 Development Standards and the standards of this chapter are applicable to development in the TTO. ~~In addition, the following specific development standards shall apply in the TTO:~~

~~(i) For front-loading garages of single-family detached dwelling units, the garage façade shall not be closer to the front setback line than the exterior wall of the dwelling closest to the front setback line. Front loading garages for single-family attached dwelling units shall be allowed closer to the front setback line than the front exterior wall, provided that adjacent attached dwelling structures shall be offset a minimum of five feet from each other relative to the front setback line. For purposes of this subsection, 'Adjacent attached dwelling structures' are those physically separated structures that are on one or two sides of an attached dwelling structure, on the same side of the street.~~

Section 2. That if any section, subsection, sentence, clause, phrase, graphic, or portion of this ordinance is for any reason held invalid or deemed unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this ordinance; and

Section 23. 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: June 7, 2016
Public Hearing: June 21, 2016
Second Reading: June 21, 2016
Third Reading and Final Action: July 5, 2016

Duly published in the *Laramie Boomerang* this _____day of _____, 2016.

Developer Packet for Laramie City Council Members

Garage off-set modification request

Grand View Heights Subdivision

Dear City Council members,

I have been working as the principal project manager for Grand View Heights Subdivision since we formally began construction in 2006. I write to you today to ask for your careful consideration in a matter that continues to hinder our neighborhood and all those involved, especially the homeowner or family who wishes to live here.

The full outline of the issue is provided in my original application cover letter, and I ask that you review that for more of the finer details outlined in this proposal.

The main purpose of this letter is to provide an update on how things have progressed to date, and to ask for specific reasoning and a logical discussion when this item is presented at the next City Council meeting.

With the recent adoption of the UDC and it's modern industry design standards, the homebuilders and potential homeowners, local real estate professionals, and we the developers are very confused as to why front garages are not allowed to extend past the front façade of single family homes in any fashion.

Before continuing, please read the attached letter from a local real estate professional, and note the 4 different homebuilder's comments and reactions to this garage restriction. Some will not come to Grand View Heights anymore specifically because of this restriction. Please feel free to contact them personally with the information provided.

We wish to create the most modern, dynamic, and appealing neighborhood possible. No one, including the City, wants to create a "cookie cutter" neighborhood where everything looks the same. Part of the spirit of the original Turner Tract guidelines was aimed at avoiding this outcome. The irony is that we are now in danger of producing just that with the unreasonable requirement that all single family homes within the Turner Tract must have a flush front façade. It is creating a "box" look that we all wish to avoid. Grand View Heights is now approximately 50% built out, and we have opportunity now, along with the adoption of the new UDC, to correct this issue before it's too late.

A standard residential garage is 24' in length. We as developers do not want full garages extending out towards the street in front of the façade which would create what is known as a "snout" look. The new UDC standards do not allow this in any other part of the city as well. The new standards also guard against have duplicate

facades next to each other, and many other design requirements that allow for some flexibility for the homeowner while maintaining quality standards from the City. The new UDC standards do allow for up to a 12' offset on the garage, **which is half of the standard length**. This makes very good sense, and there is a reason this is a national standard of quality design.

I respectfully ask you to consider your own homes. Does your front garage extend past the front exterior of your own home? What if you loved an area such as the Turner Tract, and were unable to build to your dream home in this location due to a restriction that no one can understand or given clear logical reason why? Demanding that homeowners have a flush front façade dramatically reduces square footages of homes and requires extra engineering costs at their expense to get around this. We want to continue to make these homes as affordable as possible. Allowing the garage to extend out to a reasonable degree gives homeowners the option of an entire extra room in their floor plans, while at the same time has no negative impact to aesthetics or being a pedestrian friendly community. In fact, a certain degree of garage offset allowance makes the neighborhood more dynamic. The UDC covers these conditions sufficiently.

As far as Grand View Heights being pedestrian friendly...**please review the attached master plan of the neighborhood**, which shows the extensive open space and trail system. This system not only unifies the neighborhood, but also directly connects to various improvements in the area including the new High School and Rec Center. This open space system will be substantially completed by the end of this year with the construction of Bill Nye Avenue and the Grand View Heights 6th Filing. Open space and pedestrian friendly environments have always been extremely important in our designs. We believe this fits both our intentions, and that of the original Turner Tract vision.

I have been working with City staff on this process before and during the submission of this proposal. They are aware of the issues, some very recently, that the current restriction is causing. We have asked them why this one restriction is being held in place after the adoption of the UDC. Their answers were predominantly that the Turner Tract was always intended to be a pedestrian friendly neighborhood, and this language was intended to protect that. After over 45 minutes of discussion on this one item at the last planning commission meeting, even the planning commission asked City staff if they had any other choice in their recommendation. City staff, as they should, has to side with the current regulations.

Both Planning Commission and City staff are confused as to why this restriction is being held in place, and we the development community have not gotten any clear logical answers. Please ask for verification but Planning Commission wasn't sure how to vote and finally reluctantly put in a motion for non-approval in order to keep the meeting moving. **As part of this current request, I respectfully ask that you carefully consider this proposal with a fresh and logical set of eyes.**

There are several dangers moving forward with the current garage restrictions. I'll cover a one or two of them. First is that not only will our neighborhood have more of the "cookie cutter" look the more it is built out, but every new single family home project in the turner tract will have the same. One of our concerns is that this will be amended one day because it is the modern standard to allow for a reasonable garage off-set as outlined in the UDC. We are deeply concerned that Grand View Heights and it's residents will have had to live with this burden, while others will be freed from it in the future.

There are other residential projects being built within the Turner Tract, but Grand View Heights is the only one to date that offers Single Family Homes. Therefore not only are we the only single family home project in town being handicapped by this garage restriction, we are the only source of hard data that shows how it might be working or not working. We wish to have the same set of rules and advantages applied to Grand View Heights that the rest of the City is afforded. Given the conditions, our own set of restrictive covenants, and new UDC coverage, this is highly reasonable request. It is to everyone's advantage to adjust this restriction, and we have that opportunity before us at this critical time in the process.

We would be willing to explore and option that would allow less that a 12' garage maximum offset compared to the rest of the UDC, but reducing the 12' maximum to say for example 8' is only a 4' difference and we don't see how this is a noticeable or valuable improvement over the already half sized 12' garage offset. Your professional input would be appreciated.

In closing I want to thank you for your careful consideration, and reading my long-winded letter. This is a very important issue with long-term ramifications, and has a simple solution. I wanted to cover some of these points so you could be informed at the City Council meeting before I present. Thank you again for your time, and I will see you at the meeting.

Respectfully,

John Edwards
Grand View Heights
(307) 634-8800 ex. 103

GEM CITY
REAL ESTATE

Subject – Grand View Heights: TurnerTtract Guidelines

Subject : Front loading garages

I am a Real Estate Broker in Laramie Wyoming since 1997. My main focus has been new construction since 2001. I have been working with Country Club LLC and several builders since 2006 when Grand View Heights (GVH) was just a field. The Turner Tract guidelines for front loading garages have been challenging for every builder since the first homes were built in 2007. It is an engineering challenge to create an open floorplan that has to work around the garage. ***Basically, the Square footage of the home has to be increased in order to create a functional living area. It cost more money to build homes with the garage pushed into the living are! Furthermore, creating a flush front façade and in an effort to build affordable housing, these costs get passed along directly to the Buyer!***

I have contacted several builders who have given me permission to forward their names and phone numbers. They all agree that this guideline creates an extreme "OPEN Floor plan design challenge" and they all have looked for other subdivisions to build.

*** Ed Rust Lifestyle Homes (307-689-7570)has 27 established floor plans – 4 of which comply to this guideline.**
***Rob Schutterle- (307-760-1670) Pheasant Ridge construction/Sheets construction – have no floor plans that comply to this guideline. And has for this reason avoided GVH.**
***Kevin Nelson – Summit Structures (307-745-5278)- Have built "very few" homes that comply to this guideline.**
*** Daren Roberson – Sage Homes, (970- 219-4501) is no longer going to build in SFH's Laramie, sited "not being able to build our biggest selling floorplans (built in Colorado) is baffling".**

The city of Laramie should perform due diligence. Feel free to ask any builder currently building in Coghlin Pole Mountain or Laramie Ridge and get their opinion on design. If the city of Laramie mandated flush front garages in every subdivision in Laramie... My guess is you would face a fierce barrage of criticism. Also, if you get on any home design website... or look at any of the new subdivisions in Colorado, Very few designs do not allow for the garage to extend in front of the home. It is just common sense to allow this design feature!

It is my opinion that the underlying premise of the UDC and the Turner Tract guidelines for residential construction, is to build homes and neighborhoods that not only have great curb appeal but also create continuity within any Laramie Subdivision! If you drive around Laramie Ridge or Coughlin Pole Mountain, these neighborhoods are quite attractive. Having a 12' front garage extension does not appear to be a visual problem.

It is also my opinion that the UDC is a great tool and has led Laramie in the right direction. I also think the one sentence in the Turner Tract Guidelines prohibiting front loading garages, served its purpose, but is an antiquated idea and needs to be amended or removed all together. The UDC is quite capable of covering everyone's needs and GVH needs to be included, not penalized based on geographic location.

Lastly, Grand View Heights has been an excellent example of a well-designed subdivision. We should all remember that until Grand View Heights came along, there was no UDC and GVH was leading Laramie into the 21st century with Architectural control, front yard landscaping as well as open spaces and bike paths.

Please feel free to email any questions/comments!!

Thank You for your time

Daniel Brain dangcre@msn.com 307.760.2794
Broker/ Owner GCRE

GENERAL LANDSCAPE NOTES

1) NO SUBDIVISION TRAIL SYSTEMS FACILITIES PROPOSED
2) SIDEWALKS TO BE BUILT TO CITY SPECIFICATIONS
3) NOTE ARE NO EXISTING TREES ON SITE
4) FINAL ALIGNMENT OF 11' PATHS TO BE DETERMINED IN THE FIELD
5) RESTORATION GRADE SITE MUST SHALL BE FREE OF ROCK IN THE ACCORDANCE WITH CITY OF LARAMIE PARKS AND RECREATION SPECIFICATIONS
6) ALL DRAINAGE EASEMENTS WILL HAVE TRAILS GRADED, AND GRASS PLANTED FOR DRAINAGE AND DRAINAGE PURPOSES.
7) SHARED USE PATHS AND TRAILS MUST MEET THE REQUIREMENTS OF THE ADA AND STANDARDS FOR ACCESSIBLE DESIGN, AND THE ADA ABAAS GUIDELINES FOR OUTDOOR FACILITIES.

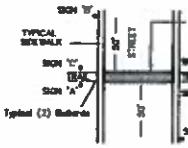
OPEN SPACE/TRAIL PLANT SCHEDULE:

CODE	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE
HA	Celtis occidentalis	Hackberry	18	1 3/4" Caliper
FG	Fraxinus pennsylvanica 'Fallgold'	Fallgold Ash	13	1 3/4" Caliper
PA	Fraxinus pennsylvanica 'Patmore'	Patmore Ash	9	1 3/4" Caliper
RC	Malus 'Dolgo'	Dolgo Crabapple	13	1 3/4" Caliper
RC	Malus 'Radiant'	Radiant Crabapple	12	1 3/4" Caliper
RC	Malus 'Spring Snow'	Spring Snow Crabapple	12	1 3/4" Caliper
PN	Pinus nigra	Austrian Pine	48	8' Height
LC	Populus x canadensis	Lonesomed Cottonwood	15	1 3/4" Caliper
CR	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	8	1 3/4" CALIPER
LL	Tilia cordata	Littleleaf Linden	7	1 3/4" Caliper
		TOTAL OPEN SPACE TREES	150	

LEGEND

- PUBLIC/PRIVATE OPEN SPACE
- 11 FT. PATH
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS TREE
- PROPOSED ORNAMENTAL TREE

SCALE: 1"=100'



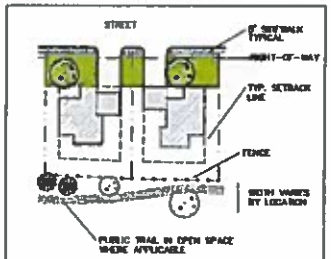
TYPICAL STREET/TRAIL CROSSING

Signage must comply AASHTO and MUTCD guidelines for shared use paths.

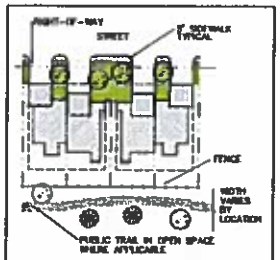
STOP SIGN 'A' = 3'x3' SIGN ON WOOD POST

SIGN 'B' = SIGN ON CHANNEL POST.

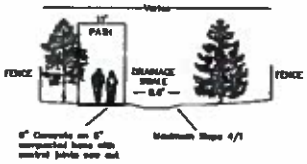
SIGN 'C' = SIGN ON WOOD POST.



TYPICAL SINGLE FAMILY LOT LANDSCAPING
SCALE: 1" = 50'



TYPICAL TWIN HOME LOT LANDSCAPING
SCALE: 1" = 50'



TYPICAL OPEN SPACE AND DRAINAGE SWALE SECTION
NO SCALE

GRAND VIEW HEIGHTS

LANDSCAPE PLAN

PLOT DATE: October 03, 2013 Sheet 1 of 1

Edwards Development
306 Hynahoni Street
Cheyenne, Wyoming 82009
Office: 307-634-8800
Fax: 307-634-8805

EXHIBIT "G"

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

LARAMIE PLANNING COMMISSION
MAY 23, 2016
STAFF REPORT

FILE:	**TA-16-04: Turner Tract Overlay Zone Development Standards for Garages.**
REQUEST:	An amendment to Chapter 15.08.040.B.3.b.(i) – Turner Tract Overlay – Development Standards of the Unified Development Code to allow for residential garages within the Turner Tract to follow development standards found within the rest of the community.
APPLICANT:	John Edwards, Grand View Heights
PURPOSE:	To allow residential garages within the Turner Tract to follow development standards found within the rest of the community which would allow garages to be located no more than 12 feet closer to the front property line than the house.
PREPARED BY:	Derek T. Teini, AICP, Principal Planner

STAFF RECOMMENDATION:

Move to recommend that the City Council **deny** an amendment to Chapter 15.08.040.B.3.b.(i) – Turner Tract Overlay – Development Standards of the Unified Development Code, according to the findings of fact and conclusions of law.

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
- Turner Tract Plan 2013

BACKGROUND AND SUMARY:

At the request of the applicant an application for a Text Amendment was made regarding revisions to 15.08.040.B.3.b.(i) – Turner Tract Overlay – Development Standards. Within this section of code, specific standards exist for garages within the Turner Tract. Currently this section reads as follows:

b. Development Standards

Chapter 15.14 Development Standards and the standards of this chapter are applicable to development in the TTO. In addition, the following specific development standards shall apply in the TTO:

(i) For front-loading garages of single-family detached dwelling units, the garage façade shall not be closer to the front setback line than the exterior wall of the dwelling closest to the front setback line. Front loading garages for single-family attached dwelling units shall be allowed closer to the front setback line than the front exterior wall, provided that adjacent attached dwelling structures shall be offset a minimum of five feet from each other relative to the front setback line. For purposes of this subsection, 'Adjacent attached dwelling structures' are those physically separated structures that are on one or two sides of an attached dwelling structure, on the same side of the street.

In summary, garages associated within the Turner Tract are not allowed to be closer to the front setback line than the main part of the house. This is the only development standards in the Turner Tract Overlay District that applies specifically to residential structures.

The applicant is requesting that garages within the Turner Tract should be allowed to follow the same requirements as those found within the rest of the community. Those provisions can be found in 15.14.080.C.4. This section of code basically states that within the rest of the City, garages are allowed to be 12 feet closer to the front property line than the rest of the house.

If the amendment requested is approved, garages within the Turner Tract would be allowed to be 12 feet closer to the front property line than the rest of the house, versus now where garages in the Turner Tract have to be even or set back farther back with the rest of the house.

Background:

During the development of the Unified Development Code (UDC) in 2010 it was initially proposed that all garages for residential units throughout the City meet the Turner Tract Standards (No garage closer to the front property line – No "Snout").

Following debate by the Planning Commission and City Council during the adoption process of the UDC in 2009 and 2010, it was decided that the Turner Tract garage standard would not be adopted City-wide and the existing garage provision would only remain in the Turner Tract. Multiple variations for projecting garages were proposed for the rest of the City; 5 feet, 10 feet, etc., with 12 feet being settled on. 12 feet was settled on after Planning Commissioner Dave Paulekas, who was serving as a member of the steering committee, indicated that 12 feet was f an industry standard length for a projecting garage.

The topic of changing the garage requirement to the industry standard for the Turner Tract was discussed, however it was ultimately decided that the standard should remain the same since it was already in place and to not change the character of the existing neighborhood.

Comprehensive Plan and Turner Tract Plan 2013

Two documents provide guidance regarding the amendment request; The Comprehensive Plan (2007) and the Turner Tract Plan (2013). Within the Comprehensive Plan, Chapter 3 – Community Character describes Auto-Urban Single Family development as their fronts being dominated by garages. This description is contrary to the general desire of the Turner Tract Plan 2013 which desires a more pedestrian oriented development for all users including residential and commercial uses. Page 17 of the Turner Tract Plan states, "Develop at a human scale: Design standards from the City's Unified Development Code and the Turner Tract Declaration of Covenants, Conditions and Restrictions will ensure that streets and public spaces will be functional, attractive, pleasant, and safe places for people."

Chapter 5 of the Comprehensive Plan also states that new neighborhoods should include a pedestrian-friendly environment, which supports keeping the regulations in the Turner Tract the same. Aside from these few references, guidance within the planning documents is fairly limited.

Staff Recommendation:

With no new information or direction from the Planning Commission or City Council on this topic, staff believes it should be up to Planning Commission and City Council to approve this request contrary to their earlier decisions. Staff's judgment, and recommendation to the Commission, is that the request be denied.

PUBLIC COMMENTS:

This amendment was legally advertised in the *Laramie Boomerang* on May 7, 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, however it is not found to be in accordance with the adopted Turner Tract Plan 2013.

CONCLUSIONS OF LAW:

The amendment is proceeding in accordance with applicable law.

RECOMMENDED MOTION:

Move to recommend that the City Council **deny** an amendment to Chapter 15.08.040.B.3.b.(i) – Turner Tract Overlay – Development Standards of the Unified Development Code, according to findings of fact and conclusions of law.

Note: If the Planning Commission wishes to recommend approval of the applicants request, staff recommends the following motion:

Move to recommend that the City Council **approve** an amendment to Chapter 15.08.040.B.3.b.(i) – Turner Tract Overlay – Development Standards of the Unified Development Code, that would eliminate all of part (i) and the last sentence in 15.08.040.B.3.b as shown below.

b. Development Standards
Chapter 15.14 Development Standards and the standards of this chapter are applicable to development in the TTO. ~~In addition, the following specific development standards shall apply in the TTO:~~

~~(i) For front-loading garages of single-family detached dwelling units, the garage façade shall not be closer to the front setback line than the exterior wall of the dwelling closest to the front setback line. Front loading garages for single-family attached dwelling units shall be allowed closer to the front setback line than the front exterior wall, provided that adjacent attached dwelling structures shall be offset a minimum of five feet from each other relative to the front setback line. For purposes of this subsection, 'Adjacent attached dwelling structures' are those physically separated structures that are on one or two sides of an attached dwelling structure, on the same side of the street.~~

A motion for approval will also require Planning Commission to come up with alternative findings of fact, and to state those in a motion for approval.

ATTACHMENT:

Grand View Heights Subdivision: Application for code text amendment – Cover Letter (3 pages)

RECEIVED
APR 27 2016
BY: .....

Grand View Heights Subdivision

Application for code text amendment

Cover Letter

This proposal aims to solve a problem which has burdened The Grand View Heights Subdivision since it's inception in 2005. It is extremely important to us, the developers of Grand View Heights, to create the highest quality neighborhood possible. Everything from the large-scale neighborhood layout, to the small-scale aesthetics of the homes is taken into careful consideration. It was because of this approach that developing within the Turner Tract overlay zone was a welcomed relationship. In addition to the original Turner Tract guidelines, Grand View Heights maintains a strict set of covenants to ensure a certain product, and neighborhood feel. By and large, there has been no issue or conflict from these duel restrictions with the exception of one, which has caused unnecessary difficulties for various business and private interests within Grand View Heights. It also threatens the overall residential look of the Tuner Tract the longer it is held in place.

A few years ago the UDC was adopted by the City of Laramie. During this process a zoning advisory committee was formed to offer input on some of the newly proposed design standards. The question was raised in terms of should the City apply higher design standards, like those in the Turner Tract Overlay zone, to the rest of the City of Laramie. The answer was yes and the new standards are now enforced City wide. The new standards are more restrictive to preserve a certain community type, yet laid out in a way which allows for homeowners to customize to a certain degree. Much of the new regulations are borrowed from the modern industry and national standards. This made a lot of sense and the City will see its benefit for years to come. Unfortunately for Grand View Heights, the only residential home project building within the Turner Tract Overlay zone, there is one restrictive sentence left within the UDC that only applies to our project. Please see the following:

Chapter 15.14 Development Standards and the standards of this chapter are applicable to development in the TTO. In addition, the following specific development standards shall apply in the TTO:

(i) For front-loading garages of single-family detached dwelling units, the garage façade shall not be closer to the front setback line than the exterior wall of the dwelling closest to the front setback line. Front loading garages for single-family attached dwelling units shall be allowed closer to the front setback line than the front exterior wall, provided that adjacent attached dwelling structures shall be offset a minimum of five feet from each other relative to the front setback line. For purposes of this subsection, 'Adjacent attached dwelling structures'

are those physically separated structures that are on one or two sides of an attached dwelling structure, on the same block, and on the same side of the street. (Ord. 1596 § 29, 2011)

Essentially what the above says is that the garages on the single family homes in Grand View Heights are not allowed to extend past the front façade of the home in any way shape or form. The spirit of this language is well intended, and in large part an attempt to avoid a "cookie cutter type" look in a neighborhood where everything looks the same. The irony here is that we are now in jeopardy of creating the vary thing this language was intended to avoid. Some builders and home owners have found ways to step the garage back from the garage towards the interior of the lot, but it alters floor plans and square footage significantly, and most folks build their garage even with their front façade. This means Grand View Heights and the Turner Tract are getting more and more homes which look similar, and it is threatening to rob the area of character and quality.

To date, Grand View Heights as a whole is approximately 50% built out. With your consideration, we have an opportunity now before it's too late to give the neighborhood a more dynamic feel. We ask that the reader think of the future projects in the Turner Tract while considering this proposal as well. It would be wise to create variety without the expense of quality for this entire area. The newly adopted UDC design standards were carefully drafted to do just that.

As stated previously, we are the only single family residential home project within the Turner Tract that is currently bound by this TTO sentence. It was drafted with good intentions, but we are the only source of hard data thus far that demonstrates it's effectiveness or lack there of. With the adoption of the new UDC design standards, this is an unnecessary, and damaging restriction. It damages the look of the neighborhood. It damages the homeowner who wants a certain floor plan or square footage, and has to go elsewhere. It damages the homebuilder, who has to afford extra costs to custom designs and engineering, and in many cases loses customers to other neighborhoods. It damages all the sub-contractors who have lost that much more work. Finally it damages us as a developer because we lose potential homebuilders who would have otherwise come to Grand View Heights.

People want to live in Grand View Heights for many reasons. It is close to the rec center, LCCC, and now the new high school. It's a difficult and now unnecessary situation to love an area, but not be able to build your dream home. In addition, the new UDC standards in combination with our existing internal restrictive covenants place another layer of protection on an area we all want to see developed to it's highest potential. Grand View Heights would like to request the same opportunities and advantages afforded to the rest of the community, and will continue to offer the highest quality community we can provide.

In conclusion, please consider this proposal to allow homeowners within Grand View Heights and the Turner Tract to achieve the same industry standard and UDC regulations afforded to the rest of the City. One of the main points being, allowing typical industry standard house plans to be constructed which include an offset in the garage to minimal & varying degrees without repeating or duplicate facades. As stated above, the new UDC standards were thoughtfully drafted by seeking a higher standard for Laramie as a whole, and borrowing successful models from both the national industry and the original Turner Tract Guidelines. We as the developers of Grand View Heights want to be restrictive in terms of what is built because it preserves quality if enforced correctly. There is a line of becoming too restrictive which starts to damage the very vision we all wish to create, and damages local business and community members in the process. Grand View Heights currently finds ourselves over that line, and are requesting some relief. Thank your for your consideration of this proposal and I look forward to collectively building a successful neighborhood for many years to come.

Respectfully,

John Edwards
Grand View Heights
(307) 634-8800 ex. 103

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

LARAMIE 1868	**Agenda Item: Original Ordinance - 1st Reading** **Title: Original Ordinance No. _____ amending Title 15 of Laramie Municipal Code for the purpose of amending the Landscaping Requirements**

Recommended Council MOTION:

Move to **approve** Original Ordinance No. _____ amending LMC 15.14.050, Landscaping and Screening Standards, based on findings of fact and conclusions of law and set a public hearing for July 5, 2016.

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:

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. All prior revisions to LMC Chapter 15 (Unified Development Code) can be found online at www.cityoflarmie.org/UDC.

Staff frequently receives complaints regarding our landscaping requirements- specifically that they are perceived as too burdensome and too costly for development to install and maintain. Staff analyzed the existing landscaping requirements and propose several amendments to address problems that frequently arise.

Notable changes are as follows:

- A reduction in the overall required landscaping from 20% of a development area (excluding building(s) or use footprint) to 15% of a lot or parcel area (excluding building(s) or use footprint). This effectively reduces landscaping you would see internal to the site and along the perimeter. (LMC 15.14.050.C.1)
- Addition of a Xeriscape/Water Conserving Landscaping option to allow for a low water use landscaping option in nonresidential development applications. (LMC 15.14.050.C.4)
- A reduction in the amount of required "living landscaping materials from 75% to 65% of the ground cover. This will result in less living landscape such as grass, bushes and shrubs and more hardscape such as rock, bark and decorative pavers. (LMC 15.14.050.C.5)

- Modification to the size requirements of plantings to reflect industry standards (LMC 15.14.050.D.2)
- Change the way perimeter lengths are calculated for required landscape units to exclude measurement for driveways and pedestrian connections. This results in less required planting and landscape units along a property line with a driveway or pedestrian connection. (LMC.15.14.050.F.3.a – page 8)
- Reduction in Site Perimeter landscaping units required based on development project size. The larger the development, the less landscape units required. (LMC.15.14.050.F.3.b – page 9)
- Reduction in bufferyard requirements, L2, L3 and L4 bufferyard widths and reduction in required landscape units for all bufferyards. (LMC Tables 15.14.050 2 and 3 – pages 9 and 10)

The above mentioned changes will ultimately have a reduction in the amount of required landscaping within and on the perimeter of development sites. The reduction in landscaping requirements and introduction of a Commercial xeriscape option will also result in lower irrigation costs for development.

The Planning Commission heard this item on June 13, 2016. Citizen comments were made at the meeting expressing concern that the sliding scale site perimeter landscaping requirements were unfair since they only benefitted larger developments. Additionally, a comment was received requesting that development targeting low income housing should be granted flexibility to have reduced landscaping standards.

At the meeting a motion to remove the sliding scale perimeter landscaping requirements for larger developments (proposed LMC 15.14.050.F3.b on page 9 of the Ordinance) failed due to a tie vote (3-3) vote. Ultimately, the Planning Commission recommend that the City Council approve the text amendment as recommended by staff (5 yes, 1 no, 1 absent).

The Planning Commission staff report is included. The attachment, the proposed Ordinance, has been removed because it is attached separately. Otherwise, no changes have been made.

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

BUDGET/FISCAL INFORMATION:

REVENUE

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

Responsible Staff:

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

Charles W. Bloom, AICP, Principal Planner, 721-5232

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	July 5, 2016
Pub. Hearing Advertised	June 18, 2016
Introduction/1st Reading	June 21, 2016
2nd Reading	July 5, 2016
3rd Reading	July 19, 2016

Attachments:

Proposed Ordinance
June 13, 2016 Planning Commission Staff Report

ORIGINAL ORDINANCE NO.: ____ INTRODUCED BY:_____
ENROLLED ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSE OF AMENDING THE LANDSCAPING REQUIREMENTS

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 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 June 13, 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 a public hearing on July 5, 2016 to take and consider public comments;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1. That LMC 15.14.050.A-F be **amended** as shown in Attachment A which is attached hereto and incorporated herein;

Section 2. That if any section, subsection, sentence, clause, phrase, graphic, or portion of this ordinance is for any reason held invalid or deemed unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this ordinance; and

Section 3. 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: June 21, 2016
Public Hearing: July 5, 2016
Second Reading: July 5, 2016
Third Reading and Final Action: July 19, 2016

Duly published in the *Laramie Boomerang* this _____day of _____, 2016

15.14.050.A. Purpose

The purpose of this chapter is to provide landscaping standards which: enhance and promote an improved image for the Laramie area; ensure that landscaping is an integral part of the site design and development process. This chapter's purpose also includes protecting the public health, safety and welfare by: improving parking lot traffic safety by guiding the circulation of cars and people and lowering traffic speeds; minimizing noise, air, water and visual pollution; increasing screening and buffering between incompatible land uses; reducing the amount of reflected glare and heat absorbed in and around developments; breaking up large expanses of parking lots; preserving residential neighborhoods by lessening the impacts of potentially incompatible uses; and providing screening from the wind.

15.14.050.B. Applicability

1. General Applicability

The provisions of this section are applicable to the following development types:

	Single Family, Two Family and Multifamily Developments (Less than four dwelling units)	Multifamily (four or more dwelling units) and Mixed Use	Commercial, Institutional and Industrial
Landscape Area (15.14.050.C)		✓	✓
Landscape Material (15.14.050.D)		✓	✓
Residential Front-Yard Landscaping (15.14.050.E)	✓		
Site Perimeter Landscaping (15.14.050.F)		✓	✓
Off-Street Parking Lot (15.14.050.G)		✓	✓
Screening (15.14.050.H)		✓	✓
Off-Street Utility Dumpster, Recycling, Trash Handling and Recycling Facilities (15.14.050.I)		✓	✓

(Ord. 1596 § 50, 2011)

2. Alternative Equivalent Compliance – Landscaping and Screening Applicability

Alternative Equivalent Compliance provisions in subsection 15.06.060.K shall be available to satisfy landscaping standard requirements, provided that in addition to the requirements and criteria of subsection 15.06.060.K, the following specific procedures are followed:

a. Any and all plans and documents submitted shall be approved by a professional specialist with demonstrable expertise in landscaping, such as a landscape architect or landscape contractor. Such approval shall be in written form and shall state that the specialist has reviewed and approved the specific plans and documents presented.

b. In order to grant a request for alternative equivalent compliance, the decision-making entity shall find, in addition to the criteria in subsection 15.06.060.K.6, that the following criteria are met:

(i) The proposed alternative landscape design will conserve water and/or reduce long-term maintenance costs; and

(ii) The proposed alternative landscape design is compatible with the character and ambiance of vegetation and environmental design traditional to Wyoming and interior Western communities.

15.14.050.C. General Provisions for Multifamily (Four or more Dwelling Units), Commercial, Institutional and Industrial Uses

1. Landscaping Area Requirements

As identified in subsection 15.14.050.B, Applicability, most development sites, excluding single family, two family and multifamily developments (less than four dwelling units), shall be required to be landscaped pursuant to this subsection. A minimum of ~~20~~ 15 percent of the lot or parcel area, excluding the building(s) or use footprint, shall be landscaped in accordance with the requirements of this chapter (Equation: Landscaped area = .15~~20~~ × (lot area - primary building and use footprint)). For the purposes of this section, use footprint shall include any outdoor storage or display areas. At least 50 percent of the required landscape area shall be placed so that it abuts the adjoining public street rights-of-way, excluding alleys.

2. Landscaping Treatments Not Counted

No area required to be landscaped shall include any artificial trees, plants, or turf, impervious surfacing, or any carpeting designed as a visual substitute for lawn or other groundcover. Areas devoted to pasture, farm crops or undeveloped areas of a lot or parcel shall not be considered landscaped for the purpose of fulfilling any landscape requirements.

3. Water-Conserving Landscaping

Low-water, drought-tolerant plants shall be used for all new landscaping. Plant materials shall be selected from the plant list maintained by the city. The city plant list may be found in the Administrative Manual. Materials not on the list may be approved if it is determined that they are equally suitable for local soil conditions and climate and would provide the same level of visual benefits and have the desired growth habits.

4. Xeriscape/Water Conserving Landscaping Option

Xeriscaping improves aesthetic appearance and mitigates water usage. A xeriscape option is set forth as an alternative to conventional landscaping requirements. A Xeriscape plan shall include the following:

a. Low-water, drought-tolerant plant materials shall make up 85% of all plant materials used and shall be selected from the Recommended Trees and Shrubs for Laramie, Wyoming list maintained by the city. Alternative plant materials may be approved if it is determined through Alternative Equivalent Compliance (LMC 15.06.060.K) that the alternative plan satisfactorily meets the intent of this chapter, that proposed plantings are equally suitable for local soil conditions and climate, would provide the same level of visual benefits and have the same desired growth habits.

b. Shall be prepared and signed/sealed by a licensed Landscape Architect.

c. All required landscaped areas shall contain a minimum of 45% living organic landscape material and no more than 25% planted turf grass.

~~4.~~5. Cover in Landscaped Areas

All required landscaped areas shall contain:

a. ~~a~~ A minimum of ~~75~~ 65 percent living organic landscaping material, with a maximum of ~~25~~ 35 percent nonliving landscaping materials.

b. All required landscaping, living and non-living, shall be calculated cumulative for the whole site, unless landscaped in accordance with section 4 above.~~.~~

c. At a minimum, 25% of the required living landscaping shall be planted adjacent to each street frontage associated with the site. ~~The use of a mix of coniferous and deciduous trees is encouraged. Where low water use and drought-tolerant landscaping is proposed, the department may reduce the percentage of required organic landscape material. No more than 50 percent of the landscaped area shall be planted in turf grass.~~

~~5.~~6. Irrigation Systems for Landscaped Areas

All required landscaping and landscape areas shall include a permanently installed irrigation system unless the department determines that the planting and maintenance plan is not dependent on a permanent system. Such alternative determination shall be specifically approved by the department. Applicable irrigation plans shall be submitted with the site plan as required by subsection 15.06.060.O (Ord. 1671 § 21, 2014).

~~6.~~7. Maintenance

The responsibility for the maintenance of landscaping shall lie with the property owner, his/her successor and/or their agents. All landscaping elements shall be permanently maintained in good growing condition and, whenever necessary, replaced with new plant materials to ensure continued compliance with these standards. All required landscaped areas shall be kept free of weeds, debris, and litter. In addition, all walls and fences shall be maintained in good condition, and when necessary, be repaired or replaced. Any required landscape material, including any tree, grass or shrubs, that dies shall be replaced by ~~July~~ October 31 of each year. All required landscaping shall be cleared of all unplanned vegetation including weeds at least once each year prior to ~~July~~ October 31.

~~7.~~8. Landscaping Plan Preparation

For all multifamily (four or more units), commercial, institutional and industrial uses requiring Site Plan review and approval, a professional horticulturist, nurseryman, or design professional shall be consulted to determine the proper time to move and install all plant materials, so that stress to the plants will be minimized. All nursery stock shall generally conform to the ANSI standard for nursery stock.

~~8.~~9. Installation and Final Inspection

The planting of the required landscaping may be delayed for a period up to twelve (12) months after issuance of the temporary certificate of occupancy. Unless all such landscaping is installed, inspected and approved prior to issuance of the temporary certificate of occupancy, a financial security for one hundred twenty five (125) percent of the landscaping materials and labor costs shall be required to be posted by the developer to ensure the placement of the required landscaping. All landscaping for multifamily, commercial, institutional and industrial uses requiring Site Plan review and approval shall be installed, inspected and approved by the department prior to certificate of occupancy issuance, per Chapter 15.18 (Improvements) and other applicable section of this Title.

~~9.~~10. Sight-Obscuring Fence

Chain linkByzantine Antimachia Castle or wire fencing shall be prohibited where a sight-obscuring fence is required in a bufferyard or landscaped area. {Byzantine Antimachia Castle15.14.100, Fences and Walls.

~~10.~~11. **Utilities**

All utilities within the exterior property lines of the site shall be installed underground. Freestanding utility boxes shall be integrated into the landscaping as much as possible and screened from view pursuant to 15.14.050.H Screening Standards.

~~11.~~12. **Location of Landscaping and Measurement**

All landscaping shall be located so that it does not interfere with utilities, easements, street lighting, or fire hydrants. The placement and design of the landscaping shall be generally at the discretion of the developer, but shall be approved by the department. ~~which may require design changes as reasonably necessary to meet the standards established in this code or in keeping with the Laramie comprehensive plan.~~ The landscape area width is measured from the property line inward~~.~~, unless alternatively approved pursuant to LMC 15.14.050.F.2.d.~~specifically provided elsewhere in this Chapter and approved by the department.~~

~~12.~~13. **Retention / Detention Ponds**

Retention and Detention ponds shall be landscaped and approved by the applicable decision making body. Landscaping shall ensure aesthetic appearance and screening of the facility, provide suitable grass mixes or plantings (ground cover) within the pond, provide suitable ground cover outside the pond as needed to ensure long-term stability of the structure, and shall prevent invasive plant species from growing with the retention / detention pond. Native species of shrubs and trees indigenous to Laramie shall be preferred over exotic plant species. ~~Drought-tolerant plant species shall be preferred over species requiring irrigation for survival in all landscaping areas.~~

15.14.050.D. Landscaping Material Standards

1. Plants to Conform

Plants shall conform to the measurements specified in the plant schedule submitted with the landscaping plan. ~~(see plan requirements in the Laramie Administrative Manual).~~

2. Size of Required Landscape Materials

Required landscaping materials shall comply with the following minimum size standards at the time of planting, with caliper measurements taken ~~12~~ 6 inches above grade.

~~**a.** Minimum height for deciduous trees shall be eight feet.~~

~~**b.**~~**a.** Minimum size for deciduous trees shall be a 1 ½ inch caliper.

~~**c.**~~**b.** Minimum size for evergreen trees shall be ~~five~~ four feet in height.

~~**d.**~~**c.** Minimum size for shrubs shall be 1 gallon or #1 container for low and medium shrubs and 5 gallon or #5 container for tall shrubs.

~~e.~~**d.** Minimum sizes may be reduced at the discretion of the department where a developer proposes a reasonable alternative planting size and/or more landscaping or plantings than are required. ~~Generally, street frontage landscaping should not be reduced in size in commercial, institutional, or industrial developments.~~

3. Trees

A mixture of canopy and ornamental trees shall be permitted. Generally, street frontage trees shall be canopy trees unless impractical and other tree types are approved by the department.

15.14.050.E. Residential Front Yard Landscaping

1. Applicability

The front-yard areas between the building and back of curb within all new developments containing three or fewer dwelling units on lots or parcels less than 16,000 square feet in size shall be landscaped pursuant to this subsection. The landscaping shall be located within the entirety of the front yard between the front plane of the building or front fence(s), whichever is greater, and the roadway. For the purposes of calculating landscape area, driveways and sidewalks shall not be included (Ord. 1596 § 46, 2011).

2. Landscape Plan

A landscape plan shall be submitted with an application for a building permit and become part of the building permit. The landscape plan shall be approved prior to installation of the landscaping. Any modifications to the approved plan shall be reviewed and approved by the department. The plan shall include a calculation of landscaped areas and a list of proposed plant species. An underground irrigation system is recommended.

3. Installation and Final Inspection

The landscaping shall be completed by the developer, builder or property owner and inspected by the department prior to the issuance of a certificate of occupancy. The planting of the required landscaping may be delayed for up to 12 months past the certificate of occupancy. Failure to install the required landscaping within twelve months of issuance of a certificate of occupancy may result in a citation and fine issued by the city.

4. Gardenscape Option

a. The required landscaping shall consist of at least 75% living ground cover. Up to 50% of the living ground cover area may be used for flower or garden beds, shrubbery planters or other similar accent features. At least two trees shall be planted in the front yard area. Trees may be a combination of evergreen and/or deciduous. At planting time evergreen trees shall be at least ~~five~~ four feet tall. Deciduous trees shall be at least 1.5 inches caliper at breast height. Tree wells of 5-foot diameter or less may be excluded from calculating the 75% living groundcover requirement. It is recommended that tree wells and other exposed planter areas be covered with organic

material such as bark or mulch.

b. In order to reduce dust and soil erosion, any remaining area not covered by living groundcover shall be covered by materials such as bark, decorative rock or mulch.

5. Xeriscape Option

As an alternative to the gardenscape option identified above, xeriscape landscaping is permissible and shall be in compliance with the city's xeriscape guidelines. The design may include a mix of decorative rock, mulch, plants, and native grasses. A maximum of 50% of the front yard area may be without plants, but shall be covered with materials such as decorative rock, bark, or mulch. Plants species used shall be of appropriate variety to tolerate low watering and high altitude climate.

6. Modifications After Initial Installation

Landscaping may be modified by the property owner after initial installation without approval by the department, provided that the front-yard area remains landscaped, meets the purpose of this chapter and does not violate the provisions of Laramie municipal code chapter 8.28.

15.14.050.F. Site Perimeter Landscaping

1. Applicability

Site perimeter landscaping shall be provided along the perimeter property line of all multifamily (four or more dwelling units), commercial, institutional and industrial development sites except for approved points of pedestrian or vehicle access, in accordance with Table 15.14.050-2 (see Figure 15.14.050-1). Site perimeter landscaping ~~is not~~ shall not be defined as parking lot perimeter landscaping, which is provided for in subsection 15.14.050.G.

Figure 15.14.050-1: Site perimeter landscaping is required on site perimeter of any commercial, institutional, industrial or multifamily development exceeding three dwelling units.

2. Exceptions

a. Site perimeter requirements for ~~lots and parcels~~development in the DC (Downtown Commercial) District shall be required pursuant to subsection 15.08.030.E.2.c, Development Standards.

~~**a.**~~**b.** Site perimeter requirements for ~~lots and parcels~~development in the TO (Technology and Office) District shall be required pursuant to subsection 15.08.030.L.2.d, Landscaping and Screening.

~~**b.**~~**c.** Site perimeter requirements may be reduced up to 100 percent for projects on lots and parcels allowing setbacks less than the required site perimeter yard width through the Alternative Equivalent Compliance requirements of subsection 15.06.060.K. Reductions shall only apply to lots and parcels where ~~the primary~~ any given building setback is less than the specific required perimeter landscaping width as shown in Table 15.14.050.A. Reductions shall only apply to specific required site perimeter areas between the property line and proposed principal building. ~~A zero side setback requirement shall not be construed to allow a reduced rear yard setback.~~

~~**c.**~~**d.** ~~As part of alternative equivalent compliance review, t~~The city may consider landscaping in the adjacent public right-of-way as a substitution for some or all of the required onsite street frontage landscaping, where in the ~~opinion~~ judgment of the department the proposed public right-of-way landscaping meets the intent of this chapter. Any property owner requesting to landscape the public right-of-way as an alternative shall be required to maintain the landscaping into perpetuity unless the landscaped area is accepted for maintenance by the city. Such acceptance shall be reviewed and approved pursuant to LMC 15.06.060.K, Alternative Equivalent Compliance. In addition to substituting for street frontage landscaping, public right-of-way landscaping may be substituted for other required landscaping if approved by the department. This may include the landscaping of public right-of-way or public lands within the city on a separate unrelated site in some cases where in the ~~opinion~~ judgment of the department the public landscaping proposed will have significantly greater community benefit.

3. Specifications for Site Perimeter Landscaping

a. In any area where site perimeter landscaping is required according to Table 15.14.050-2, the planting requirements in Table 15.14.050-3 shall apply. The amount of landscaping required in Table 15.14.050-3 shall be measured per linear foot of property line or street frontage. Access driveways and ~~walkways~~pedestrian connections shall ~~not~~ be subtracted from the linear frontage in calculations of the amount of landscaping required. ~~If there are driveways along the frontage or property line, required landscaping shall be condensed into the remaining site perimeter landscaping area.~~

b. In any area where site perimeter landscaping is required according to Table 15.14.050-2, the planting requirements in Table 15.14.050-3 shall apply. The amount of required landscaping units required in Table 15.14.050-3 shall be reduced on each perimeter length as follows:

(i) 15% reduction in required units for sites 2-5 acres in size.

(ii) 20% reduction in required units for sites 5-10 acres in size.

(iii) 25% reduction in required units for sites 10 acres in size or greater

TABLE 15.14.050-2: APPLICABILITY OF SITE PERIMETER LANDSCAPING

District of Proposed Development	Required Level of Site Perimeter Landscaping (Level 1, 2 or 3) Adjacent to the Following Zoning Districts or Streets:								
	AG, RR, O	LR, R1, R2, R2M	R3	NB, B1, B2	DC, C2	LM, IP, I1, AV AE	I2	Freeway	Collector, Arterial, Expressway
AG, RR, O	N/A	L1~~2~~	L1~~2~~	L3	L4	L2~~3~~	L4	L4	L2
LR, R1, R2, R2M	L1~~2~~	L1	L1	L2~~1~~	L2	L3	L4	L4	L2
R3	L3	L2	L1	L1	L1~~2~~	L3	L4	L3~~4~~	L2
NB, B1, B2	L3	L2~~3~~	L2~~3~~	L1	L1	L2~~3~~	L3~~4~~	L2~~4~~	L2
DC, C2	L3	L3	L2~~3~~	L2~~3~~	L1	L2	L3~~4~~	L2~~4~~	L2
LM, IP, I1, AV, AE	L3	L3	L3	L2~~3~~	L2	L1	L1~~2~~	L2~~4~~	L2
I2	L4	L4	L4	L3~~4~~	L3~~4~~	L2	L1~~2~~	L2~~4~~	L2
Non-residential use in R zone	L3	L2	L1~~2~~	L1~~2~~	L1~~2~~	L2~~3~~	L3~~4~~	L2~~4~~	L2

TABLE 15.14.050-3: SPECIFICATIONS FOR SITE PERIMETER LANDSCAPING				
Requirement	**L1 Edge Treatment**	**L2 Buffer**	**L3 Separation**	**L4 Screening [2]**
Planting Area Width (minimum average) [1]	3 ft	~~8~~ 5 ft	~~15~~ 10 ft	~~30~~ 20 ft~~.~~
Planting Area Width (minimum at any point) [1]	3 ft	~~8~~ 5 ft	~~12~~ 8 ft	~~20~~ 15 ft
Total Landscape Units[4] Required per linear foot of property line or street frontage	~~0.30~~0.20 units per linear foot	~~0.40~~0.30 units per linear foot	~~0.6~~0.40 units per linear foot	~~1.0~~ 0.65 units per linear foot
Minimum number of landscape units that shall be trees	none	25% of the total required units,	35% of the total required units,	40% of the total required units,
Minimum number of landscape units that shall be evergreen trees	none	none	20% of the total required units,	30% of the total required units,
Minimum number of landscape units that shall be shrubs	20% of the total required units, either hedge or fence	5% of the total required units,	10% of the total required units,	10% of the total required units,

Additional Standards:
[1] Minimum width of planting area shall be measured as the width of the planting beds between the back of edge curbing. Where there will be vehicle overhang along any curb edge, add two feet to the required minimum width.
[2] Existing natural vegetation in any required L4 Screening perimeter landscaping area shall not be disturbed, provided that, if that vegetation does not meet the standards for L4 Screening, screening landscaping shall be planted. Existing vegetation cannot be disturbed to achieve the screening standard through supplemental plantings. If disturbed, it shall be restored.
[3] Landscape units are identified in Table 15.14.050-4 Landscape Units Awarded. (Ord. 1625 § 26, 2012; Ord. 1622, § 4, 2012; Ord. 1596 § 51, 2011).

4. Landscape Units Awarded

To provide for flexibility, allow design creativity, encourage use of larger trees, and retention of natural vegetation, the required amount of planting material for site enhancement, site perimeter, parking lot or tree retention landscaping shall be based on a "landscape units" point system. The number of units awarded to each landscaping element shall be as follows:

TABLE 15.14.050-4: LANDSCAPE UNITS AWARDED

Landscape Material	Landscape Units Awarded	
	Newly Installed	Existing Retained [1]
Landmark or Signature Tree	n/a	16.0
Evergreen Tree, >10 ft high	~~8~~10.0	14.0
Evergreen Tree, >8 – 10 ft high	8.0	11.0
Evergreen Tree, 6 – 8 ft high	6.0	9.0
Deciduous Tree, > 8" caliper	n/a	14.0
Deciduous Tree, >4 – 8" caliper	n/a	11.0
Deciduous Tree, >2.5 – 4" caliper	7.0	7.0
Deciduous Tree, 1.5" – 2.5" caliper or multi-stem	4.0	4.0
Shrubs, 36" high	1.0	1.2
Shrubs, 24" high	0.8	0.9
Shrubs, 18" high	0.5	0.6
Perennials/ground cover	1 per 400 sq ft	
Annual flower bed	1 per 400 sq ft	
Lawn Grass	1 per 800 sq ft	
Flower Basket Support	0.2 per basket	
Earthen Berm, minimum 18" high	0.05 per linear foot	
Hardscape Material	**Units Awarded**	
Decorative (Ornamental) Fence	0.2 per linear foot	
Screening (Opaque) Fence (6 ft high or greater)	0.4 per linear foot	
Shredded bark or 3"+ rock mulch such as river rock	1.0 per 500 sq ft	
Ornamental pavers/Decorative Concrete	1.0 per 250 sq ft	
Landscape Boulders, 3' or greater in height	1.0 per boulder	
Seating	0.4 per linear foot	
Landscape lighting, sculpture, art, water feature, and/or sheltering structure/landmark	As determined by department	
Retained Existing Vegetation Mass [1]	**Bonus Landscaping Units Awarded**	
300+ square feet with a minimum of 3 deciduous trees (4" caliper or greater), 3 evergreen trees (minimum six feet high) or any combination thereof	15%	
500+ square feet with a minimum of 5 deciduous trees (4" caliper or greater), 5 evergreen trees (minimum six feet high) or any combination thereof	20%	
800+ square feet with a minimum of 8 deciduous trees (4" caliper or greater), 8 evergreen trees (minimum six feet high) or any combination thereof	25%	

[1] Points may only be applied in the buffer area along the same lot line or street frontage where the vegetation is found.

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

LARAMIE PLANNING COMMISSION
JUNE 13, 2016
STAFF REPORT

FILE:	**TA-16-05 Amending LMC 15.14.050, Landscaping and Screening Standards**
REQUEST:	An amendment to LMC Sections 15.14.050 Landscaping and Screening Standards
APPLICANT:	City of Laramie
PURPOSE:	To reduce specific landscaping standards associated with development
PREPARED BY:	Charles W. Bloom, AICP, Principal Planner

RECOMMENDED MOTION:

Move to recommend that the City Council **approve** amendments to LMC 15.14.050 (Landscaping and Screening Standards) for the purposes of reducing landscaping requirements associated with development 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. All prior revisions to LMC Chapter 15 (Unified Development Code) can be found online at www.cityoflarmie.org/UDC.

Beginning in early 2015 City staff began what has been dubbed the “Laramie Economic Initiative” (LEI) with the intent to address perceptions that elements of Laramie Municipal Code’s Unified Development Code (Title 15) were prohibiting development due to development costs. In response, City staff has been working on three components of the

LEI. Component 1 involved modifications to the fee schedule which was presented to the Planning Commission on May 9, 2016 and at the drafting of this staff report, is set for City Council consideration on June 7, 2016. Components 2 and 3 involved modifications to the "Landscaping and Screening" standards (LMC 15.14.050 and "Parking and Off-Street Loading" standards (LMC 15.14.040). This amendment focuses on Component 2, "Landscaping and Screening Standards".

The proposed amendments have been presented to the Laramie Chamber Business Alliance's Community Development Liaison Committee (CDLC) for review. The CDLC has indicated support of the reduction in landscaping requirements.

Proposed Landscaping Revisions:

Staff frequently receives complaints regarding our landscaping requirements. Specifically that they are perceived as too burdensome and too costly for development to install and maintain. Staff analyzed the existing landscaping requirements and propose several amendments to address problems that frequently arise.

Notable changes are as follows:

- A reduction in the overall required landscaping from 20% of a development area (excluding building(s) or use footprint) to 15% of a lot or parcel area (excluding building(s) or use footprint). This effectively reduces landscaping you would see internal to the site and along the perimeter. (LMC 15.14.050.C.1)
- Addition of a Xeriscape/Water Conserving Landscaping option to allow for a low water use landscaping option in nonresidential development applications. (LMC 15.14.050.C.4)
- A reduction in the amount of required "living landscaping materials from 75% to 65% of the ground cover. This will result in less living landscape such as grass, bushes and shrubs and more hardscape such as rock, bark and decorative pavers. (LMC 15.14.050.C.5)
- Modification to the size requirements of plantings to reflect industry standards (LMC 15.14.050.D.2)
- Change the way perimeter lengths are calculated for required landscape units to exclude measurement for driveways and pedestrian connections. This results in less required planting and landscape units along a property line with a driveway or pedestrian connection. (LMC.15.14.050.F.3.a – page 8)
- Reduction in Site Perimeter landscaping units required based on development project size. The larger the development, the less landscape units required. (LMC.15.14.050.F.3.b – page 9)
- Reduction in bufferyard requirements, L2, L3 and L4 bufferyard widths and reduction in required landscape units for all bufferyards. (LMC Tables 15.14.050 2 and 3 – pages 9 and 10)

The above mentioned changes will ultimately have a reduction in the amount of required landscaping within and on the perimeter of development sites. The reduction in landscaping requirements and introduction of a Commercial xeriscape option will also result in lower irrigation costs for development.

Note: The attached Ordinance only shows subsection of the LMC 15.14.050, Landscaping and Screening Standards that are proposed for modification (subsections A-F). LMC 15.14.050 subsections G-I are not included because they remain unchanged.

PUBLIC COMMENTS:

This amendment was legally advertised in the Laramie Boomerang on May 28, 2016. Staff has received no comments regarding this proposed amendment to Laramie Municipal Code.

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:

Staff recommends that the Planning Commission recommend that the City Council **approve** amendments to LMC 15.14.050 (Landscaping and Screening Standards) for the purposes of reducing landscaping requirements associated with development as shown in Attachment A.

ATTACHMENTS:

1. ~~Attachment A - Proposed Ordinance~~ (See Ordinance)

CITY OF LARAMIE COUNCIL REGULAR MEETING June 21, 2016

LARAMIE 1868	**Agenda Item: Contract** **Title: Right of First Refusal Agreement between the City of Laramie and Laramie County Community College.**

I move to approve the Right of First Refusal Agreement between the City of Laramie and LCCC to give LCCC the right to meet any offer to purchase Lots 6-11, Block 2, Turner Tract Addition to the City of Laramie for ten years, and authorize the Mayor and Clerk to sign.

Background: LCCC does not currently have the funding to purchase the land, but to show they are serious they would like a Right of First Refusal. This agreement does not inhibit the City's ability to sell the land, it only requires that LCCC be notified of any offers on the land and be given 30 days to beat said offer. This agreement does place a burden on the property and could be seen as a deterrent from other bona fide purchasers. On the flip side it could strengthen other offers. I see this as a neutral agreement for the City.

Responsible Staff: City Attorney x5319; City Manager x5226

Attachments: 1) Right of First Refusal Agreement;

_____ City Manager _____ City Attorney

RIGHT OF FIRST REFUSAL AGREEMENT
FOR REAL PROPERTY

THIS AGREEMENT for the right of first refusal of real property ("Agreement") is made as of the ____ day of _____, 2016, by and between Laramie County Community College, a Wyoming Statutory Community College, ("Buyer") whose address is 1400 East College Drive, Cheyenne, WY 82007, and City of Laramie, a Wyoming Municipality, ("Seller"), whose address is 406 Ivinson Ave., Laramie, WY 82070.

WHEREAS, Buyer desires to obtain a right of first refusal or first option to purchase certain real estate owned by Seller.

WHEREAS, Seller agrees to grant Purchaser a right of first refusal or first option to purchase real estate pursuant to the terms of this agreement; and

NOW, THEREFORE, in consideration of $10.00 and other good and valuable considerations, it is agreed as follows:

1. Subject Property. Seller hereby grants Buyer an exclusive right of first refusal and first option to purchase, subject to and upon each of the terms and conditions hereinafter set forth, real property, attached and incorporated herein and marked as Exhibit A.

2. Exercise of First Option. This right of first refusal or first option to purchase may only be exercised by Buyer within thirty (30) days from notification by Seller that Seller desires to sell the subject property. Seller is obligated to provide such notice to Buyer prior to offering the subject property to a third party.

3. Terms of Purchase. In the event Seller elects to sell and Buyer desires to exercise the first refusal rights granted herein, the Buyer shall agree to pay $1.00 more than the highest offer made by any bona fide third party purchaser.

4. Title. Within fifteen (15) days after the Purchaser has exercised the right of first refusal, Buyer may order a title insurance commitment for an owner's title insurance policy insured by a title insurance company authorized to do business in the State of Wyoming, covering title to the Property, as set forth hereinabove, showing merchantable title in the Seller, subject only to: i) the general exceptions contained in the policy, and ii) the reservations, restrictions, covenants and easements of record, if any. The title commitment shall be conclusive evidence of good title as therein shown, subject only to the exceptions therein stated.

5. Liens and encumbrances. Any encumbrance required to be paid by either Party hereto shall be paid at the time of Closing from the proceeds of this transaction or paid by the respective party in cash or certified funds prior to or at the time of Closing.

6. Taxes and Assessments. Property taxes for the year in which closing occurs, based on the most recent assessment, if any, shall be apportioned through the date of closing.

7. Costs and Expenses. Each Party shall be responsible for its own attorneys' fees, except as otherwise set forth in this Agreement. The Parties agree to equally split the costs of the closing agent's fees required to close this transaction. Buyer shall pay all recording fees.

8. Realtor Fees. The Parties acknowledge and represent that they have not hired a real estate broker, nor shall any Party be required to pay a real estate commission on account of having entered into this Agreement.

9. Term. The term of this agreement shall be for a period of 10 years from the date herein.

10. Default. In the event that any Party shall become in default or breach of any of the terms of this Agreement, the Parties shall bear their own attorney's fees and other expenses with or without suit. This provision shall not limit any other remedies to which the Parties may otherwise be entitled. Each Party hereto shall have the right to require specific performance of each and every provision of this Agreement as contemplated herein and may, if necessary, bring an action in a court of competent jurisdiction to compel the same.

11. Successor. Upon execution by both Parties, this instrument shall become a binding contract between the Parties only and shall NOT be binding on any successor.

12. Entire Agreement. All representations made in the negotiation of this Agreement have been incorporated herein and there are no verbal agreements or representations between the Parties to modify the terms and conditions of this Agreement. Any amendment to this Agreement shall be in writing and executed by the Parties hereto.

13. Contract Construction. This Agreement shall be governed and construed according to the laws of the State of Wyoming, without regard to its conflict of laws principles. All section headings are for convenience only and shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine or feminine, the singular or plural, as the identity of the person or persons or entity or entities may require.

14. Sovereign Immunity. Seller and 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.

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15. Wyoming Community College Commission. The parties understand that 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.

16. 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 disbursal of monies to maintain the community college.

The Buyer, a Wyoming community college district, governed by the BOT must have BOT approval of any Purchase 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 Right of First Refusal and shall apply to all aspects of this Right of First Refusal and any subsequent purchase. 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 Right of First Refusal is evidenced by the signature of the President of LCCC.

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 Laramie County Community College has signed and executed this Agreement, as of the dates set forth below.

DRAFT

CITY OF LARAMIE, WYOMING:

By: _____
David Paulekaas, Mayor and President of the City Council
Dated:_____

_____

Attest:_____
Angie Johnson, City Clerk
Dated:_____

LARAMIE COUNTY COMMUNITY COLLEGE:

_____
By:
Its:
Dated:_____

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<u>UPCOMING COUNCIL MEETINGS</u> **June 21, 2016**

All meetings at City Hall, 406 Ivinson Street, unless noted.

June 21, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Public Hearing: Text Amendment TA-16-04
6:30 p.m. – Regular Meeting

June 28, 2016

6:00 p.m. – Work Session: Public Comments
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

July 5, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

July 12, 2016

6:00 p.m. – Work Session: Public Comments
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

July 19, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

July 26, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Work Session: Public Art Committee 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

August 2, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

August 9, 2016

6:00 p.m. – Work Session: Public Comments
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

August 16, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

August 23, 2016

6:00 p.m. – Work Session: Public Comments
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 6/7/2016

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)
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)
Urban Renewal (Weaver)

Requested by Staff:
Policy on Annexation & Extra-Territorial City Services Action Plan (Jordan)
Downtown Design Guidelines Revisions (Hunt)

* Scheduled, not held.