

**AGENDA  
CITY OF LARAMIE, WYOMING  
CITY COUNCIL MEETING  
CITY HALL  
AUGUST 23, 2016 6:00 pm**

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

**1. SPECIAL MEETING**

**1.A. Special Meeting: Fee for Service Contract for Laramie Chamber Business Alliance**

Documents:

[SPMtg-08-23-2016.doc](#)

**1.B. Consideration of Economic Development Services Agreement Between the City of Laramie and the Laramie Chamber Business Alliance (LCBA) [Jordan, CM]**

Documents:

[BackgroundLCBA FeeforService 2016-18.pdf](#)  
[LCBA Fee-For-Service Contract Agreement FY16-18.pdf](#)

**2. WORKSESSION**

**2.A. Public Comments**

**2.B. Development Review Update [Derragon, ACM]**

Documents:

[Cover Sheet, WS 8.23.2016 Development Review.docx](#)

**2.C. Taxi Ordinance Discussion [Loos, CA]**

Documents:

[Cover Sheet Taxi.pdf](#)

**2.D. City Council Updates/Council Comments**

**2.E. Agenda Review**

**2.F. Public Comments**



**NOTICE OF CITY COUNCIL  
SPECIAL MEETING**

NOTICE IS HEREBY GIVEN that a Special Meeting of the Laramie City Council will be held Tuesday, August 23, 2016, 6:00 p.m., in Council Chambers of City Hall, 406 Iverson Street, for the following purposes:

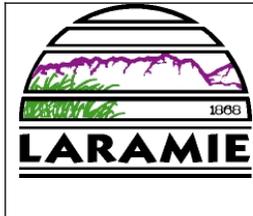
1. Fee for Service Contract for Laramie Chamber Business Alliance.
2. Adjournment.

/s/ David A. Paulekas, Mayor

Attest:/s/Angie Johnson, City Clerk

Publish: August 19, 2016.

####



**Agenda Type:** SPECIAL MEETING

**Item Type:** AGREEMENT

**Title:** Consideration of Economic Development Services Agreement Between the City of Laramie and the Laramie Chamber Business Alliance (LCBA)

**Recommended Action:**

Move to Approve Agreement for Economic Development Services Between the City of Laramie and the Laramie Chamber Business Alliance (LCBA), and authorize Mayor and Clerk to sign.

*(Note: Should Council choose to allocate an amount different than as denoted in the Agreement, and amendment to the main motion will be necessary.)*

**Administrative or Policy Goal(s):**

1. Pursue economic development at Cirrus Sky Technology Park and throughout the community.
2. Strengthen relationships with community partners: Laramie Chamber Business Alliance.....

**Background:**

**About LCBA:** Laramie Chamber Business Alliance is a member-based, non-profit organization based in Laramie, Wyoming. Its main objective is to attract and retain primary jobs, along with facilitating the expansion and development of existing businesses in order to achieve sustainable growth and improve the economic well-being of the City of Laramie and Albany County citizens in Wyoming.

Laramie Chamber Business Alliance was formed in 2014 when the Laramie Area Chamber of Commerce and Laramie Economic Development Corporation merged into one organization. LCBA's mission is to lead the community in the improvement of the local business environment, creation of jobs, and growth of the local tax base in Laramie, Wyoming.

**About the LCBA-City Partnership:** Under the terms of the fee-for-service agreement, LCBA performs economic development services for the City including attracting and retaining employers. LCBA recruits businesses to the community to bring new primary job opportunities to residents, and assists existing businesses to ensure they remain, and grow, in Laramie. The Agreement includes reporting standards whereby LCBA must annually apprise the Council of their economic development efforts, and outcomes.

The term of the fee-for-service agreement is for City fiscal biennium July 1, 2016 – June 30, 2018. Council received LCBA's annual report for the current contract year on May 19, 2016. At the time of the annual report Council direction was to enhance City oversight of LCBA's use of public funds disbursed under the fee-for-services agreement. The Agreement expands city oversight capacity by requiring the re-establishment of the LCBA Finance Committee with the City as a voting member. In addition, staff recommends, and LCBA has agreed to, the establishment of internal controls for all grant

funds which pass-through the City to LCBA for management as a sub-recipient. All seven of the economic development projects the City and LCBA have partnered on since 2010 will be managed going forward as outlined in Section 5.f of the Agreement, including the Multimodal Rail Spur, Cirrus Sky Technology Park, Hiviz Shooting Systems, the Speculative Building, Tungsten Heavy Parts & Powder, and Bright Agrotech. All future projects during the term of the Agreement will be subject to these provisions as well.

Historical funding allocations have been as follows:

<b><u>FY09</u></b>	<b><u>FY10</u></b>	<b><u>FY11</u></b>	<b><u>FY12</u></b>	<b><u>FY13</u></b>	<b><u>FY14</u></b>	<b><u>FY15</u></b>	<b><u>FY16</u></b>
<b>\$79,404</b>	<b>\$78,000</b>	<b>79,000</b>	<b>90,000</b>	<b>90,000</b>	<b>100,000</b>	<b>110,000</b>	<b>110,000</b>

**BUDGET/FISCAL INFORMATION:**

**REVENUE SOURCE**

Source	Amount	Type
Fees/Charges for Service		
Grant		
Loan		
Other	\$110,000.00	5th Cent Sales & Use Tax
<b>Total</b>	<b>\$110,000.00</b>	

**Responsible Staff:**

City Manager, x5226

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

\_\_\_\_\_ City Manager \_\_\_\_\_ City Attorney \_\_\_\_\_

**AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF LARAMIE AND  
THE LARAMIE CHAMBER BUSINESS ALLIANCE**

1. **Parties.** The parties to this Agreement are the CITY of Laramie, a municipality duly organized and existing under the laws of the State of Wyoming, whose address is 406 Ivinson Street, Laramie, Wyoming 82070, hereafter referred to as CITY, and the Laramie Chamber Business Alliance (LCBA), whose address is 800 South 3<sup>rd</sup> Street, Laramie, Wyoming 82070, hereafter referred to as LCBA.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide authorization to LCBA to perform economic development services for the CITY. LCBA will promote and market the CITY's resources, recruit business activity to the CITY, develop primary jobs, and generally work to enhance the economic vitality of the CITY. The CITY will provide payment to LCBA for these services.
3. **Term.** This Agreement is effective July 1, 2016 through June 30, 2018. Upon mutual agreement of the parties, this Agreement may be extended.
4. **Payment.** The CITY agrees to pay LCBA for economic development services in the amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) per annum during the term of this Agreement. Payment will be made on a monthly basis beginning July 2016.
5. **LCBA Responsibilities.** LCBA will:
  - a. Develop the local economy to enhance quality of life for CITY residents by attracting and retaining employers, creating and retaining primary jobs, increasing overall economic viability and vitality of businesses within and around the CITY, and to increase employment opportunities for Laramie residents.
  - b. Promote and take advantage of marketing opportunities to attract, retain, and grow businesses in the CITY and the surrounding area, and enhance the infrastructure readiness of the community to accommodate new and existing businesses.
  - c. Assess the effectiveness of such economic development activities provided by LCBA under this Agreement, and provide a report annually to the CITY.
  - d. Maintain sound financial accounting procedures and practices for the funds received from the CITY under the terms of this Agreement. LCBA will maintain financial books, ledgers, records, documents and other evidence necessary to sufficiently and properly reflect all transactions involving funds from the CITY or grant funds which are passed through the CITY. This includes all development projects in which the CITY was the grant recipient. Upon written request of the CITY, LCBA will make these documents available for inspection at the LCBA offices within five (5) business days.

- e. Provide a written financial and transaction report of the sources and uses made of funds received under this Agreement. The report will be provided to the City Manager and City Council on June 1 of each year for the prior year activity (i.e., the report for June 1, 2016 – May 31, 2017 will be due on July 1, 2017.)
- f. Establish a finance committee to operate during the term of this Agreement while funds from the CITY or grant funds which are passed through the CITY are being used by LCBA, including recapture funds subject to audit. The finance committee shall provide oversight as to the accounting of CITY and pass through CITY funds. The Finance Committee will be responsible to monitor and make recommendations to the LCBA Board regarding LCBA financial conditions and operations related to funds in this Agreement and all grant funds passed through the CITY.

For purposes of this Agreement, during the term of this Agreement while CITY funds or grant funds passed through the CITY, the CITY Manager or designee will be a voting member of the LCBA finance committee, so as to enable the CITY'S designee to participate in meetings related to the activities carried out pursuant to this Agreement and with respect to any state-funded project development agreement between CITY and LCBA and/or CITY and the Laramie Economic Development Corporation ("LEDC"). To that end, LCBA covenants and agrees that it will take those steps necessary to obtain information from LEDC that relate to any project development agreements LEDC has in place with CITY. The purpose of the CITY designee's participation in the LCBA finance committee will be to assure that the CITY'S designee has full access to LCBA and/or LEDC records relating to project development agreements and with respect to the use of recaptured funds designated for economic development, such information being necessary for CITY audit compliance. Specifically the finance committee shall perform the following duties with respect to funds from the CITY or grant funds being passed through the CITY, including recapture funds:

- i. Establish internal controls and periodic review for all cooperative recapture agreements and other legally contractual obligations between the CITY and LCBA or LEDC.
- ii. Ensure recapture monies be reported as a profit center with appropriate accounting methods.
- iii. Review and approve yearly reconciliations (based on recapture agreements) submitted to the CITY to ensure grant and loan compliance.
- iv. Establish policies and procedures for the use of recapture funds and review and recommend expenditures of recaptured funds to the LCBA Board.

6. **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 of this Agreement.
- b. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the District Court, Second Judicial District, Albany County, Wyoming.
- c. Compliance with Laws. LCBA shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- d. Entirety of Agreement. This Agreement consisting of five (5) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral, PROVIDED, HOWEVER, that with the exception of the confidentiality provisions of ¶ 5.f above and ¶ 6.l below, nothing in this Agreement shall be deemed to amend, modify or alter either party's responsibilities to the other under any project development agreement or other agreement funded in whole or in part by funds from the Wyoming Business Council.
- e. Indemnification. LCBA shall release, indemnify and hold harmless the CITY and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of the LCBA's performance under this Agreement.
- f. Independent Contractor. LCBA shall function as an independent contractor for the purposes of this Agreement. LCBA shall assume sole responsibility for any debts or liabilities that may be incurred by LCBA. Nothing in this Agreement shall be interpreted as authorizing LCBA or its agents or employees to act as an agent or representative of or on behalf of the CITY or to incur any obligation of any kind on the behalf of the CITY.
- g. Notice. All notices arising out of or from the provisions of this Agreement shall be in writing and given to the parties either by regular mail or deliver in person.
- h. Nondiscrimination. LCBA shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and the American's with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq. LEDC shall

assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.

- i. Governmental Immunity. The CITY of Laramie expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 et seq.
- j. Termination. Upon thirty (30) day written notice and opportunity to cure, the CITY may terminate this Agreement for cause without liability in the event LCBA fails to cure any defect in performance of this Agreement. Either the CITY or LCBA may terminate this Agreement with cause upon one-hundred twenty (120) days written notice; provided however, that if LCBA terminates the Agreement prior to the expiration of the Agreement, it will return all unexpended funds.
- k. No Third Party Beneficiaries. The parties hereto agree that this Agreement shall be applicable only to the parties themselves and shall not be deemed to be for the benefit of any person who is not a party hereto.
- l. Confidentiality Obligation. It is specifically acknowledged and agreed between the parties that there may be occasions in which LCBA receives confidential commercial and/or financial data and trade secret information from third parties or instances in which LCBA uses its own confidential commercial and/or financial data and trade secret information. All such information--whether from third parties or from LCBA or one of its' constituent entities--is hereinafter collectively referred to as "Proprietary Information." In any instance when the LCBA or any of its directors, officers, employees, committees, or representatives has such Proprietary Information and such Proprietary Information is discussed with or disclosed to the CITY in any manner whatsoever, the CITY covenants and agrees that it will keep all such Proprietary Information strictly confidential and shall deny the right of inspection of such Proprietary Information pursuant to Wyo. Stat. Ann. § 16-4-203(d)(v) and/or other applicable provisions of Wyoming law precluding disclosure. Moreover, in addition to and not in limitation of the confidentiality obligation discussed above, CITY covenants and agrees that it will sign a two-party or three-party non-disclosure agreements when requested to do so by LCBA and/or by a business that LCBA is working with in regard to economic development activities. LCBA acknowledges that if the CITY receives a valid court order to release information in its possession, the CITY will comply with said court order. LCBA acknowledges that funds from the CITY or grant funds being passed through the CITY, including recapture funds are not "Proprietary information."

7. **Signatures.** In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

The Agreement date is the date of the last signature affixed to this page.

CITY OF LARAMIE, WYOMING

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

By: \_\_\_\_\_  
Dave Paulekas, Mayor

(SEAL)

Attest:

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

LARAMIE CHAMBER BUSINESS  
ALLIANCE

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

By: \_\_\_\_\_  
Print name: \_\_\_\_\_, Chair

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary of the Board

**CITY OF LARAMIE COUNCIL WORK SESSION      August 23, 2016**

**Recommended Council MOTION:**

N/A

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**Administrative or Policy Goal:**

To better serve City of Laramie residents through process review and improvement.

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**Background:**

Council requested information regarding City’s Community Development review process, timeline, and administrative data for review to compare to regional and state comparable municipalities. Information regarding COL UDC guidelines and revisions to compare to regional and state comparable municipalities will also be available.

The presentation will include historical background information over the last ten years related to development processes, including the discussion leading up to the Unified Development Code adoption. Information gathered by staff from resident (customer) feedback regarding the development review process in response to resident inquiries to assist in better serving residents.

In addition to the presentation at the work session, the City’s web site contains links to pertinent fee, planning applications, submittal date, review schedules and other pertinent information. The link to the webpage is:

<http://www.cityoflaramie.org/index.aspx?nid=223>

Question and answer time is anticipated as during the work session. Staff is available to answer any questions at your convenience, before or after the meeting.

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**Legal/Statutory Authority:**

Work Session	August 23, 2016
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**Responsible Staff:**

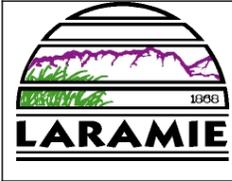
Future dates are subject to change

Janine Jordan      721-5226  
Dave Derragon      721-5304  
Sam Farstad      721-5361  
Derek Teini      721-5245  
Charles Bloom      721-5232

Attachments: N/A

\_\_\_\_\_ City Manager      \_\_\_\_\_ City Attorney      \_\_\_\_\_

**CITY OF LARAMIE COUNCIL WORK SESSION      August 23, 2016**



**Agenda Item: Discussion Item**

**Title: Taxi Ordinance Discussion**

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**Administrative or Policy Goal:**

Review the regulations in place on the taxi industry.

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**Background:**

Council has requested the current taxi regulations be reviewed. Upon review including research, input from Matthew Peck and others, the Council has three options which will be discussed in more detail during the work session:

1. Delete the code sections regulating taxis. Rely on the State of Wyoming's regulation.
2. Make some minor amendments.
3. Completely overhaul the regulation to modernize.