AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
CITY HALL
SEPTEMBER 6, 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.B. **PUBLIC HEARING**

4.B.i. **PUBLIC HEARING: Business Ready Community Grant and Loan application to the Wyoming Business Council for a Business Ready Community, Business Committed Grant for HIVIZ**

Documents:

PH BRC Grant appl HiVis 9-6-16.pdf

4.B.ii. **PUBLIC HEARING: Restaurant Liquor License for Hero Primo, LLC**

Documents:

PH Hero Primo 8-16-16.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 August 15, 2016 and the Special Meetings of August 18, 19, 23, 2016, and have them placed on file for public inspection.
[Johnson, CC]

Documents:

Minutes 08.15.2016min.pdf
Special Mtng Min 08.18.2016.pdf
Special Mtng Min 08.19.2016.pdf
Special Mtng Min 08.23.2016.pdf

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

Action:

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

8.C. VOUCHERS: August 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 September. These expenditures are to be paid subject to audit by the City of Laramie Finance Department.
[Brown, City Treasurer]

8.D. ORDINANCE: Original Ordinance No. 1952 to add section 10.36.330; amend sections 10.36.010, 10.36.020, 10.36.080, 10.36.090, 10.36.120, 10.36.130, 10.36.140, 10.36.150, 10.36.220, 10.36.280, 10.36.300, 10.36.310, 10.36.350; delete Sections 10.36.050, 10.36.160, 10.36.170, 10.36.180, 10.36.190, 10.36.200 of the Laramie Municipal Code

Third and Final Reading. (Introduced by Summerville)

Action:

To approve Original Ordinance 1952 on third reading to add, amend and delete various sections within Chapter 10.36 of the Laramie Municipal Code and authorize the Mayor and Clerk to sign.

[Loos, CA]

Documents:

Cover Sheet Third Reading 9-6-16.pdf
Parking Ordinance Revisions for third reading clean.pdf

8.E. GRANT: Grant Award for the FEMA - Assistance to Firefighters Grant Program

Action:
that Council approves and accepts the 2015 FEMA Assistance to Fire Fighters Grant in the amount of $150,000.00 ($136,364 grant award; $13,636.00 COL match); and approves an amendment to the FY 2016-2017 budget for $150,000.00.
[Johnson, Fire Chief]

Documents:

Cover Sheet 2105 AFG award.pdf
2015 AFG Award Package.pdf

8.F. SCHEDULE MEETING(S)

Action:
that Council schedule the following meeting(s):
1. **September 13, 2016 - Special Meeting:** Business Ready Community, Business Committed Grant for HIVIZ.
2. **September 20, 2016 - Public Hearing:** High Plains Pizza, Inc. Liquor License Transfer Application.
3. **October 4, 2016 - Public Hearing:** An Ordinance renaming the entirety of Ivinson Street to Ivinson Avenue.

9. REGULAR AGENDA

10. Restaurant Liquor License Application from Hero Primo, LLC
[Johnson, CC]

Documents:

Cover Sheet LLNew-Hero Primo-No.R59.pdf
Hero Primo Application 8-2016.pdf
Hero Primo Supportiing Docs.pdf

11. Taxi License Application from Triplets, LLC
[Johnson, CC]

Documents:

TaxiLicNEW-Laramie Taxi-2016.pdf
Laramie Taxi Application.pdf

12. Bid Award for the Banner Road Sanitary Sewer Outfall Project
[Smith, PW Dir]

Documents:

Coversheet Banner Road Bid Award.pdf

Banner Road Bid Tabulation.pdf
Banner Road Bid Recommendation.pdf
Banner Road_Construction Contract.pdf

13. **Original Ordinance 1953 to amend sections 9.12.010, 9.12.020, 9.12.030 and 9.16.070 of the Laramie Municipal Code.**
Second Reading. (Introduced by Weaver)
[Loos, CA]

Documents:

Cover Sheet Second Reading 9-6-16.pdf
Ordinance.pdf

14. **Original Ordinance No. 1949, amending Title 15 of Laramie Municipal Code for the purposes of amending the Landscaping Requirements.**
Third and Final Reading. (Introduced by Pearce)
[Derragon, ACM]

Documents:

1.Cover Sheet.pdf
2.Original Ordinance No. 1949.pdf
3.Amendment To Table 15.14.050-4.pdf
4.Memo to Council.pdf
5.Planning Commission Staff Report.pdf

15. **At-Will Employment contract between the City of Laramie and Robert W. Southard for the position of City Attorney.**
[Loos, CA]

Documents:

Cover Sheet City Attorney 9-2016.pdf
City Attorney Southard K 8-22-16 v2.pdf

16. **Tungsten Heavy Powder and Parts - Construction Contract Amendment**
[Jordan, CM]

Documents:

Contract Amendment THPP Cover 9.06.16.pdf
THPP PDA Amendment 2, Attachment 1 9.06.16.pdf
THPP - Contract Amendment, Attachment 2 9.06.16.pdf

17. **Resolution 2016-62, 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

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

Documents:

Upcoming Meetings 9-6-2016.pdf
Future Work Session Topics 9-6-2016.pdf

19. 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.)

20. Adjournment

NOTICE OF A PUBLIC HEARING: ***BUSINESS READY COMMUNITY GRANT & LOAN PROGRAM APPLICATION FOR A BUSINESS COMMITTED PROJECT***

The Laramie City Council will hold a public hearing on September 6th, 2016 at 6:30 p.m. in the Council Chambers of City Hall, 406 Ivinson, Laramie, WY regarding an application for a BRC Business, Committed Grant to support the construction of a second building for HIVIZ Shooting Systems in the Laramie River Business Park II adjacent to its existing building. Citizens can also submit written comments to: City of Laramie/ attn. Grant Analyst/ P.O. Box C/ Laramie, WY 82073, or via email to sreese@cityoflaramie.org. All written comments must be received no later than 5:00 p.m. on September 6th, 2016. The City Council will take all comments into consideration before deliberating a resolution in support of submitting an application for a BRC Business Committed Award.

Established in 1996, HIVIZ specializes in the research, design, engineering, and production of sights and recoil pads for the firearms industry. A BRC, Business Committed grant awarded in early 2014, enabled the company to relocate from Fort Collins, CO. At the time of its relocation, HIVIZ expected to create 20 new jobs Laramie by 2017. The company has already more than doubled that estimate and is planning for continued company growth and job creation. The new building will be constructed with grant funds and will be leased, and eventually purchased, by HIVIZ.

The Wyoming Business Council is seeking grant and loan applications from counties, incorporated cities, towns, joint powers boards, and tribes for the Business Ready Community (BRC) Grant and Loan Program. The intent of this program is to ready a community for new business development through economic or educational development projects which may include, but not limited to, water, sewer, streets and roads, telecommunications, airports, purchase of rights of way, purchase of land, buildings, facilities, industrial and business parks, industrial site or business district development, amenities within a business or industrial park, landscaping, recreational and convention facilities, and or other physical projects. The rules governing the BRC Grant and Loan Program are available on the Wyoming Business Council's website, www.wyomingbusiness.org.

Publish: August 30th and September 6th, 2016

Send Bill and Affidavit to the City Manager's Office

NOTICE OF APPLICATION FOR
RESTAURANT LIQUOR LICENSE

Notice is hereby given that on the 29th day of August 2016, an application was received in the Office of the City Clerk for a new Restaurant Liquor License No. R59, from Hero Primo, LLC, 207 S. 3rd Street, Laramie, Wyoming, the place and premises being a part of Lots 8 & 9, Block 190, DC Zone, City of Laramie, Albany County, Wyoming.

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

/s/ Angie Johnson, City Clerk

Legal Publish: August 10, 2016
August 17, 2016.

# # # #

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, Shumway, Shuster, Summerville, Weaver, Pearce, and Paulekas. Absent: Henry and Vitale.

Staff present: Janine Jordan, City Manager; David Derragon, Assistant City Manager; LaDene Culver, City Clerk's Administrative Assistant; Jason Loos, City Attorney; and Earl Smith, Public Works Director.

4. PRE-MEETING ITEMS

4.A. PROCLAMATIONS & PRESENTATIONS

4.B. PUBLIC HEARING

4.B.i. PUBLIC HEARING: Original Ordinance No. 1952, amending various sections of the Laramie Municipal Code related to parking.

4.C. ANNOUNCEMENTS

5. Consideration of Changes in Agenda and Setting the Agenda

A. MOTION BY PEARCE, seconded by Shuster, that the following changes to the Agenda be approved: On the Consent Agenda, add to 8I. No. 5. Schedule a Special Meeting for August 23, 2016, 6:00 p.m., for Fee for Services Agreement.

MOTION CARRIED by voice vote.

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

MOTION CARRIED by voice vote.

6. Disclosures by City Council Members

None.

7. Approval of Consent Agenda

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

Roll call showed Aye: Hanson, Shumway, Shuster, Summerville, Weaver, Pearce, and Paulekas. Nay: None. Absent: Henry and 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 August 2, 2016 and the Public Hearing of August 2, 2016, and have them placed on file for public inspection.

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

Action: that the Cemetery Deeds for August 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.

8.C. MINUTES: July 14, 2016 Traffic Commission Meeting

Action: to acknowledge receipt of the Minutes from July 14, 2016 Traffic Commission Meeting and that the following items be approved as indicated:

1) To approve placement of a specifically reserved handicap parking space at the location of 620 East Fremont Street.
2) To approve placement of a specifically reserved handicap parking space at the location of 709 Ivinson Avenue.
3) To approve placement of a specifically reserved handicap parking space at the location of 562 North 8th Street.
4) To approve the elimination of the handicap parking space and remove the sign at 1115 Reynolds Street.

8.D. MINUTES: of the July 20, 2016 Parks, Tree & Recreation Advisory Board.

Action: that Council acknowledge receipt of the Minutes from the July 20, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board:

1) To approve the minutes from the July 20, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (Approved)
2) To approve continuation of the American Red Cross Shelter Agreement and to authorize the completion of the agreement. (Approved)
3) Introduction of new board member Dylan Esquivel to fulfill position vacated by Jamie Le Jambre, term expires December 2016. (Approved)
4) Presentation of Raj Patel's donation for trees in honor of his grandparents to be planted on Boulder Drive medians adjacent to the new Laramie High School. (Approved)
5) To discuss an Administrative Policy and Procedure for Naming/Renaming City of Laramie, Parks & Recreation Department Parks and/or Facilities and forward to City Council for acknowledgment. (Postponed)

8.E. AGREEMENT: State Revolving Loan Fund documents for the Grand Avenue Water Line Replacement Project 13th to 15th Street

Action: that Council approve the State Revolving Loan Fund documents for the Grand Avenue Water Line Replacement Project (13th to 15th Street) and authorize the Mayor and City Clerk to sign.

8.F. AGREEMENT: FAA Grant Agreement No. 3-56-0017-33-2016 for federal funding to Rehabilitate Commercial Apron (Phase II – Construction)
Action: that Council approve the FAA Grant Agreement No. 3-56-0017-33-2016 for federal funding to Rehabilitate Commercial Apron (Phase II – Construction) in the amount of $1,842,210 and authorize the Mayor and City Clerk to sign.

8.G. ORDINANCE: Original Ordinance No. 1951, amending Title 13, Division IV, Chapter 62 of the Laramie Municipal Code to regulate Solid Waste Fees in the City of Laramie Third and Final Reading. (Introduced by Hanson)
Action: to approve Third and Final Reading of Original Ordinance No. 1951, amending Title 13, Division IV, Chapter 62 of the Laramie Municipal Code to modify Solid Waste fees and to authorize the Mayor and City Clerk to sign.

8.H. RESOLUTION: Resolution 2016-59, authorizing sponsorship of the Laramie Animal Welfare Society-Dog Day in the Park Event to be held on August 28, 2016.
Action: that council approve Resolution 2016-59 authorizing co-sponsorship of the Laramie Animal Welfare Society – Dog Day in the Park event allowing for the use of associated parks, shelters, facilities and equipment for the event and authorize the Mayor and Clerk to sign.

8.I. SCHEDULE MEETING(S)
Action: that Council schedule the following meeting(s):
1. **September 6, 6:30 pm, Public Hearing:** Hero Primo, LLC Liquor License Application.
2. **September 13, 2016, 6:00 pm, Work Session:** WY Business Council Sponsored Trip Update to the National Main Street Conference
3. **September 13, 6:00 pm, Work Session:** Fluoridation in municipal water
4. **September 27, 6:00 pm, Work Session:** Urban Renewal
5. **August 23, 6:00 pm, Special Meeting:** Fee for Services Agreement with the Laramie Chamber Business Alliance.

9. REGULAR AGENDA

10. Original Ordinance No. 1949, amending Title 15 of Laramie Municipal Code for the purposes of amending the Landscaping Requirements. Second Reading. (Introduced by Pearce)

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSE OF AMENDING THE LANDSCAPING REQUIREMENTS

MOTION BY PEARCE, seconded by Summerville, that Council approve Original Ordinance No. 1949 (on Second Reading), amending LMC 15.14.050, Landscaping and Screening Standards, based on findings of fact and conclusions of law and note a public hearing was held on July 5, 2016.

MOTION BY SUMMERVILLE, seconded by Weaver, that Council postpone to Second Meeting in September, which would be September 20, 2106.

Roll call ON POSTPONEMENT showed Aye: Hanson, Summerville, and Weaver. Nay: Shumway, Shuster, Pearce, and Paulekas. Absent: Henry and Vitale. MOTION FAILED.

Roll call ON MAIN MOTION showed Aye: Hanson, Shumway, Shuster, Weaver, Pearce, and Paulekas. Nay: Summerville. Absent: Henry and Vitale. MOTION CARRIED.

11. Grant Agreement between the Wyoming Business Council and the City of Laramie for the Business Ready Communities Award for Bright Agrotech

MOTION BY SHUSTER, seconded by Pearce, that Council approve the Grant Agreement between the Wyoming Business Council and the City of Laramie for the Business Ready Communities Award for Bright Agrotech and authorize the Mayor to sign.

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

12. Design and Pre-Construction Contract for Bright Agrotech Corporate Office and Manufacturing Facility

MOTION BY SHUSTER, seconded by Weaver, that Council approve the Design and Pre-Construction Contract for construction of the Bright Agrotech Corporate Office and Manufacturing Facility with Haselden Wyoming Constructors in an amount not to exceed $474,209.00 and authorize the Mayor and City Clerk to sign.

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

13. Bid Award for Beech Street Overlay Project

MOTION BY HANSON, seconded by Shuster, that Council award the Beech Street Overlay Project bid to Simon Contractors of Cheyenne, WY in the amount not to exceed $413,764.00, with a contingency of $41,000, to approve the contract therefore, and authorize the Mayor and City Clerk sign.

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

14. Bid Award for 2016 Overlay Project

MOTION BY HANSON, seconded by Summerville, that Council award the 2016 Overlay Project bid to Simon Contractors of Cheyenne, WY in the amount not to exceed $320,000.00, to approve the contract therefore, and authorize the Mayor and City Clerk sign

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

15. Award of Professional Services Agreement for the 20" Transmission Line Rehabilitation Project

MOTION BY SHUMWAY, seconded by Summerville, that Council award the Professional Services Agreement for the 20" Transmission Line Rehabilitation Project to Mechanical Systems, Inc., of Cheyenne, WY, in the total amount of $5, 545,155.00 plus a contingency of $500,000.00 for a total amount not to exceed $6,045,155.00, and authorize the Mayor and Clerk to sign, and to authorize the necessary budget transfers including $2,000,000 from FY 2018 into FY 2017 to amend the budget.

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

Council recessed at 8:22 p.m.

Council reconvened at 8:32 p.m.

MOTION BY SUMMERVILLE, seconded by Hanson, that Council move item 18 forward to allow a Commissioner from Carbon County to comment on the item, allowing him to leave earlier.

MOTION CARRIED by voice vote.

18. Resolution 2016-60 to the Wyoming Legislature's Interim Joint Revenue Committee advocating for the support of the preservation of the excise tax on electricity produced by wind at its current level

MOTION BY SUMMERVILLE, seconded by Hanson, that Council approve Resolution 2016-60 to the Wyoming Legislature's Interim Joint Revenue Committee advocating for the support of the preservation of the excise tax on electricity produced by wind at its current level and opposing any increase in such excise tax, in order to encourage wind development and to realize the resulting future direct and indirect revenues to the State of Wyoming, Wyoming Counties and Wyoming Municipalities from wind development and ancillary wind development businesses, thereby providing long term and sustainable benefits to local communities and authorize the Mayor and City Clerk to sign.

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

16. Original Ordinance No. 1953 to amend sections 9.12.010, 9.12.020, 9.12.030 and 9.16.070 of the Laramie Municipal Code.

MOTION BY WEAVER, seconded by Summerville, that Council Original Ordinance No. 1953 to amend sections 9.12.010, 9.12.020, 9.12.030 and 9.16.070 of the Laramie Municipal Code and set it for second reading on September 6, 2016.

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

17. Original Ordinance No. 1952 to add section 10.36.330; amend sections 10.36.010, 10.36.020, 10.36.080, 10.36.090, 10.36.120, 10.36.130, 10.36.140, 10.36.150, 10.36.220, 10.36.280, 10.36.300, 10.36.310, 10.36.350; delete Sections 10.36.050, 10.36.160, 10.36.170, 10.36.180, 10.36.190, 10.36.200 of the Laramie Municipal Code. Second Reading. (Introduced by Summerville)

MOTION BY SUMMERVILLE, seconded by Shuster, that Council approve Original Ordinance No. 1952 to add, amend and delete various sections within Chapter 10.36 as enumerated in the title of the Laramie Municipal Code and set it for third reading on September 6, 2016.

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

19. Consideration of future Council work session topics

Summerville: Rental Housing Standards, and direct staff to bring it all together.

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 9:33 p.m.

Respectfully submitted,

Angie Johnson
City Clerk

LARAMIE CITY COUNCIL
SPECIAL MEETING
Interview of City Attorney Candidates
August 18, 2016

Public Hearing was called to order by Mayor Paulekas at 603 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 Assistant City Manager read the notice:

NOTICE IS HEREBY GIVEN that a Special Meeting of the Laramie City Council will be held Thursday, August 18, 2016, 6:00 p.m., in Council Chambers of City Hall, 406 Ivinson Street, for the following purposes:

1. Consideration of Adjournment to Executive Session regarding personnel.

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

Roll call showed Aye: Hanson, Henry, Summerville, and Pearce. Nay: Shumway, Shuster, and Paulekas. Absent: Vitale and Weaver. MOTIONED CARRIED.

Special Meeting was closed at 7:14 p.m.

Respectfully submitted

Angie Johnson
City Clerk

LARAMIE CITY COUNCIL
SPECIAL MEETING
Selection of City Attorney
August 19, 2016

Public Hearing was called to order by Mayor Paulekas at 6:00 p.m.

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

The Assistant City Manager read the notice:

NOTICE IS HEREBY GIVEN that a Special Meeting of the Laramie City Council will be held Friday, August 19, 2016, 6:00 p.m., in Council Chambers of City Hall, 406 Ivinson Street, for the following purposes:

1. Public Comments regarding City Attorney selection.
2. Recess to Executive Session regarding personnel.
3. Consideration to direct City Attorney to enter into contractual negotiations with selectee for position of City Attorney
4. Adjournment.

1. Public Comments regarding City Attorney selection.

Mayor Paulekas asked if there are any public comments.

Tim Hale, Wanted the vacation schedule for the attorney, as it has been an issue with the current attorney. The duties should be spelled out. He wanted a candidate with long time standing within this community which would imply there is a wide range of experience within this county. He cautioned against hiring someone from a partnership, because of a conflict of interest with his former law firm.

Fred Ockers, 2724 Leslie Ct., supported Tony Lopez, stating that he would provide sound, researched council on legal matters required by the City of Laramie. He is a former municipal judge, assistant county attorney, and as a practicing private attorney would all bode well as the City Attorney. He has roots in the community, and would bring needed stability to the position.

2. Recess to Executive Session regarding personnel.

MOTION BY PEARCE, seconded by Summerville, that Council recess to Executive Session to discuss Personnel.

MOTION CARRIED by voice vote.

Council recessed to Executive Session at 6:12 p.m.

Council reconvened from Executive Session at 6:37 p.m.

3. Consideration to direct City Attorney to enter into contractual negotiations with selectee for position of City Attorney

MOTION BY PEARCE, seconded by Summerville, that Council enter into contractual negotiations with Robert W. Southard for position of City Attorney

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

4. Adjournment.

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

MOTION CARRIED by voice vote.

Public Hearing was closed at 6:40 p.m.

Respectfully submitted

Angie Johnson
City Clerk

LARAMIE CITY COUNCIL
SPECIAL MEETING
Agreement for Economic Development Services
August 23, 2016

Public Hearing was called to order by Mayor Paulekas at 6:00 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, August 23, 2016, 6:00 p.m., in Council Chambers of City Hall, 406 Ivinson Street, for the following purposes:

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

Roll call showed present: Klaus Hanson, Vicki Henry, Joe Shumway, Bryan Shuster, Joe Vitale, Jayne Pearce, and Dave Paulekas. Absent: Andi Summerville and Paul Weaver. Summerville entered at 6:05 p.m. Weaver entered at 6:22 p.m.

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

MOTION BY SHUSTER, seconded by Vitale, that Council 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.

Summerville entered at 6:05 p.m.

Weaver entered at 6:22 p.m.

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

2. Adjournment.

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

MOTION CARRIED by voice vote.

Public Hearing was closed at 6:48 p.m.

Respectfully submitted

Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING September 6, 2016

	Agenda Item: Orig. Ordinance - 3rd Reading **Title:** Original Ordinance 1952 to add section 10.36.330; amend sections 10.36.010, 10.36.020, 10.36.080, 10.36.090, 10.36.120, 10.36.130, 10.36.140, 10.36.150, 10.36.220, 10.36.280, 10.36.300, 10.36.310, 10.36.350; delete Sections 10.36.050, 10.36.160, 10.36.170, 10.36.180, 10.36.190, 10.36.200 of the Laramie Municipal Code. Second Reading

Recommended Council MOTION:

1. I move to approve Original Ordinance 1952 on third reading to add, amend and delete various sections within Chapter 10.36 of the Laramie Municipal Code and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Clean up parking code.

Background:

During a work session last year we discussed various changes to the parking code. The substantive changes are to allow RV/trailer parking in front of an owner or occupant's home, establish no parking within 20 feet of an intersection, and to allow minor permits to be handled by public works rather than by the city manager or traffic commission. The rest of the changes are cleaning up language, deleting duplicitous provisions etc….

Second Reading – I made some edits for second reading which I will discuss.

Third Reading – I corrected the grammatical mistake discovered by Councilor Hanson.

Responsible Staff: **City Attorney**

Future dates are subject to change

Introduction/1st Reading	8/2/2016
2nd Reading	8/15/2016
3rd Reading	9/6/2016
Public Hearing	8/15/2016

ORIGINAL ORDINANCE NO. 1952

INTRODUCED BY: Summerville

ENROLLED ORDINANCE NO.

AN ORDINANCE TO ADD SECTION 10.36.330; AMEND SECTIONS 10.36.010, 10.36.020, 10.36.080, 10.36.090, 10.36.120, 10.36.130, 10.36.140, 10.36.150, 10.36.220, 10.36.280, 10.36.300, 10.36.310, 10.36.350; DELETE SECTIONS 10.36.060, 10.36.160, 10.36.170, 10.36.180, 10.36.190, 10.36.200 OF THE LARAMIE MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING that:

Section 1. Laramie Municipal Code Section 10.36.330 shall be added to state as follows:

10.36.330 - Recreational vehicle, trailer- Parking permitted in certain places.

In addition to the limitations specified in this chapter, recreational vehicles and trailers may be parked in the street only if the area in which any such vehicle is parked is immediately and entirely adjacent to real property which is owned by or occupied by the owner of the recreational vehicle or trailer.

Section 2. Laramie Municipal Code Sections 10.36.010, 10.36.020, 10.36.080, 10.36.090, 10.36.120, 10.36.130, 10.36.140, 10.36.150, 10.36.220, 10.36.280, 10.36.300, and 10.36.310, 10.36.350 shall be amended as follows:

10.36.010 - Definitions.

For the purposes of this chapter the following definitions shall prevail unless the context of the chapter clearly requires otherwise:

"Corner" means the point at which the extension of the curblines of any intersecting streets meet; provided, that where curbs are not in existence, a corner shall be any point at which the extension of a proposed curbline for any intersecting streets meet.

"Crosswalk" means:

1. That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway;
2. Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

"Curb" means any type of constructed barrier marking the outside boundary of the street; provided, that in the absence of a constructed barrier, it means the curbline as would be constructed pursuant to Section 16.12.030 of this code.

"Intersection" means the area beyond a stop sign or yield sign or, if none, then the area embraced within the prolongation or connection of the lateral curblines or, if none, then the lateral boundary lines of streets which join one another at, or approximately at, right angles or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

"Parking zones" mean zones, areas or streets established or designated by the official traffic commission of the city as those within or upon which parking of vehicles shall be controlled, regulated and inspected with the aid of time limits.

"Recreational vehicle" means a vehicular unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are travel trailer, camping trailer, truck camper and motor home.

"Semi-trailer" means a trailer which is designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight or that of its load rests upon or is carried by another vehicle. "Semi-trailer" shall not include any camper designed to be carried in or upon a truck or other motor vehicle, and any house trailer, as defined by Wyo. Stat. Ann. Section 31-5-102(a)(xv) (or as amended), if so designed or constructed that some part of its weight or that of its load rests upon or is carried by another vehicle.

“Trailer" means any structure that is designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight or that of its load rests upon or is carried by another vehicle. "Trailer" shall not include any camp trailer, tent trailer, or house trailer, as defined by Wyo. Stat. Ann. Section 31-5-102(a)(xv) (or as amended), if so designed or constructed that no part of its weight or that of its load rests upon or is carried by another vehicle.

"Vehicle" means every device, in, upon, or by which any person or property may be transported or drawn upon a street or highway, and includes, but is not limited to, motor vehicles as defined in Section 10.16.015 of this code.

(Prior code § 23-22(a); Ord. 542 § 1 (part), 1978; Ord. 680 § 1 (part), 1981; Ord. 1436 § 2, 2004)

10.36.020 - Generally—Where prohibited.

It is unlawful for the operator of a vehicle to stop, stand or park a motor vehicle at any time at any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer:

A. Within an intersection;

B. Between a safety zone as designated by the traffic commission, and the adjacent curb or within twenty feet of a point on the curb immediately opposite the end of a safety zone, unless the official traffic commission indicates a different length by signs;

C. Upon a crosswalk;

D. Within fifteen feet of a fire hydrant;

E. Within fifteen feet of the driveway entrance to any fire station;

F. Within the outside portion of a private or public driveway or alleyway;

G. Upon a sidewalk or upon public property between the curbline and property line ~~in the area between the curb and property line~~;

H. Upon driveways of commercial garages, filling stations and service stations or within twelve feet of the gasoline pumps of any such place of business other than while such vehicle is being serviced in the normal course of business by such places of business;

I. Adjacent to any curb painted yellow, or adjacent to any curb displaying a "No Parking" sign either of which has been designated by action of the traffic commission.

J. Within twenty feet upon the approach to any stop sign, traffic-control signal or flashing beacon located at the side of a roadway.

K. In the front yard of any property within the City, unless otherwise allowed by the Unified Development Code.

(Prior code § 23-22(b); Ord. 542 § 1 (part), 1978; Ord. 680 § 1 (part), 1981)

10.36.080 - Passenger and loading zones—Determination authority.

The city manager or designee ~~official traffic commission~~ shall have authority to determine the location of passenger zones and loading zones, as described in this chapter, and shall erect and maintain appropriate signs indicating the same.

(Prior code § 23-25(c))

10.36.090 - Buses and taxicabs prohibited from parking except at stands.

It is unlawful for the operator of any bus, transportation network vehicle or taxicab, ~~hackney or dray~~ to stand or park upon any street in any business district at any place other than at a bus stop, or transportation network company vehicle/taxicab stand ~~or hackney or dray stand respectively~~; except, that this section shall not prevent the operator of any such vehicle from temporarily stopping in accordance with other parking regulations at any place for the purpose of and while actually engaged in loading or unloading passengers.

(Prior code § 23-26)

10.36.120 - Limited parking zone—Restrictions.

A. The ~~official traffic commission~~ city manager or designee shall designate streets and areas within the limited parking zone where parked vehicles shall be prohibited between the hours of two a.m. and six a.m. on all Mondays on streets which run north-south; and between two a.m. and six a.m. on all Tuesdays on streets which run east-west. The ~~city manager or his~~ city manager or designee shall install signs along the designated streets in such form and at such locations as in ~~his~~ the city manager or designee's judgment may be necessary, stating the hours and days when parking is prohibited.

B. 1. When the ~~city manager or his~~ city manager or designee determines that snow and ice should be removed from streets and public parking areas within the limited parking zone, ~~he~~ the city manager or designee may direct that no vehicle may be parked within all or part of the limited parking zone between the hours of two a.m. and six a.m. to accommodate snow removal.

2. The ~~city manager or his~~ city manager or designee shall post signs in the limited parking area, indicating the extent of the snow removal zone and that violators will be towed.

3. The ~~city manager or his~~ city manager or designee shall give notice of the restriction not less than fourteen hours before it begins. Notice is effective when given by local radio or newspaper.

4. If proper notice is given, any unattended vehicle found parked or standing on a public street or public parking lot within the designated area between two a.m. and six a.m. may be towed and stored at the owner's expense.

5. This subsection is in addition to Section 10.36.220, Snow emergency routes, which is not modified.

(Prior code § 23-27(b); Ord. 1202 § 1, 1997)

10.36.130 - Limited parking zone—Violation—Prohibited—Towing.

No person shall park any vehicle in violation of the provisions of Sections 10.36.070, 10.36.110 or 10.36.120 of this chapter or in violation of a designation of the official traffic commission under those provisions. Whenever any vehicle, except an emergency vehicle responding to an emergency, is parked or standing, attended or unattended, in violation of this section, the ~~city manager or his~~ city manager or designee may have the vehicle towed and stored, both at the owner's expense. Notice given by sign containing the international pictorial sign for a tow away zone or stating "tow away zone" or the equivalent is sufficient notice that vehicles will be removed.

(Prior code § 23-27(c); Ord. 1132 § 1, 1994)

10.36.140 - Parking parallel to curb—Exceptions.

Except when necessary in obedience to traffic regulations or traffic signs or signals, the operator of a vehicle shall not stop, stand or park such vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of traffic, and with the curbside wheels of the vehicle within one foot of the edge of the roadway and within the area designated by the markings on the roadway, except as provided in the following subsections:

A. Upon those streets which have been marked or signed for angle parking, vehicles shall be parked at the angle to the curb indicated by such marks or signs.

B. The ~~official traffic commission~~ city manager or designee is authorized to issue, to any owner of a vehicle used to transport merchandise or materials, a special permit, renewable annually, and to state therein the terms and conditions thereof, allowing the operator of such vehicle the privilege of loading and unloading while the vehicle is backed against a curb, if in the opinion of the city manager or designee, such privilege is reasonably necessary in the conduct of the owner's business and will not seriously interfere with traffic. In places where and at hours when stopping for the loading or unloading of merchandise or materials is permitted, vehicles used for the transportation of merchandise or materials may back into the curb to take on or discharge loads, when the owner of such vehicle holds a permit granting him such special privilege. Such permit shall be either in the possession of the operator or on the vehicle at the time such vehicle is backed against the curb to take on or discharge a load, and it is unlawful for any owner or operator to violate any of the ~~special~~ terms or conditions of any such special permit.

C. On a street where there is a perceptible grade, a vehicle, when stopped or left unattended, shall have a front wheel or a rear wheel turned at an angle against a curb.

(Prior code § 23-28)

10.36.150 - Parking oversize trucks—Prohibited.

~~In order to promote the safety and general welfare of the citizens of the city, every truck of one and one-half ton capacity and larger, every tractor, every trailer of more than one-fourth-ton capacity and all semitrailers shall park in the business district off of arterial streets and streets followed by United States and state highways and on no other streets within the city.~~

No truck, trailer, semitrailer, or commercial vehicle shall be parked on any street, avenue, boulevard, or alley in any residential district of the city unless such vehicles are actively loading or unloading cargo may be parked on the streets, avenues, boulevards or alleys long enough to complete their loading or unloading; and provided further, that such restrictions shall not apply to any truck in use on any repair, maintenance, or construction project in progress on any such street, avenue, boulevard or alley, nor shall it apply when I-80 is closed.. Unless written permission is given by the city manager or designee, no semi-truck trailer can be parked on any street, avenue, boulevard or alley in any district of the city while said semi-truck trailer is disconnected from the tractor; nor shall any truck, trailer, semi-trailer, or other commercial vehicle be parked on any street, avenue, boulevard or alley in any district of the city between the hours of 10:00 p.m. and 6:00 a.m. ”Truck” and "Commercial vehicle" as designated in this Section shall not include vehicles rated ~~as less than~~ one-ton or less.

(Prior code § 23-29 (part))

10.36.220 - Snow emergency routes.

A. Whenever the ~~city manager~~ city manager or designee determines that due to snow, sleet, hail, freezing rain, or a forecast by the United States Weather Bureau of weather conditions that so warrant, he is authorized to declare a snow emergency.

B. The ~~city manager~~ city manager or designee shall provide announcements to local radio stations declaring a snow emergency. There shall be included in such announcements the time and date that parking prohibitions become effective pursuant to this section. When feasible, such announcements shall be disseminated to the local newspaper.

C. No vehicle may be parked or left standing on any designated snow emergency route during a snow emergency. This section does not apply to a fire department, law enforcement, utility department or public utility company, vehicle or an ambulance, responding to an emergency.

D. The city council may from time to time adopt and amend a snow and ice control plan, designating snow emergency routes, creating standards for declaration of a snow emergency, designating the priorities for snow removal, and such other purposes as council shall determine. The snow and ice control plan is a public document which may be examined by any interested person at city hall upon request. On each street or portion of street upon which parking is otherwise permitted and which is designated a snow emergency route, the city manager or designee shall cause to be posted, at reasonable intervals, traffic signs indicating that the street or portion of street has been designated as a snow emergency route and that vehicles may be towed. The signs may use words, international symbols, or both.

E. Whenever any vehicle, except an emergency vehicle responding to an emergency, is found parked or standing, attended or unattended, upon a snow emergency route during a snow emergency, the ~~city manager~~ city manager or designee shall have the vehicle towed from the snow emergency route and stored, both at the owner's expense.

F. Once declared, a snow emergency exists until the city manager declares it terminated. Notice of termination of a snow emergency shall be given by the same means as the announcement of the snow emergency.

G. All authority granted the ~~city manager~~ city manager or designee in this ordinance may be exercised by the manager or any person designated by the ~~manager~~ city manager or designee.

H. The city council finds that notice of the location of snow emergency routes given by the snow and ice control plan and signs, and the declaration of snow emergencies given by announcement telephoned to local radio stations, are sufficient to notify all persons of the conduct prohibited by the ordinance codified in this section.

10.36.250 - Diagonal spaces—Parking procedure.

In any diagonal parking space the vehicle shall be headed in to the space and within the lines confining the parking space, with one tire within one foot of the curb. Backing into a space shall be prohibited, unless established as a back in diagonal parking zone

10.36.280 - Parking prohibition for funerals and parades—Authority.

The ~~city manager~~ city manager or designee is authorized to prohibit parking by all vehicles in parking zones in an area and during the time set aside by the city manager or designee for the purpose of funerals and parades.

(Ord. 1436 § 6 (part), 2004)

10.36.300 - Establishment authority.

On any property in which the city owns an estate and which is made available to the city manager for such purposes by the city council, the ~~city manager~~ city manager or designee is authorized to establish off-street unmetered parking lots or areas.

(Ord. 1436 § 6 (part), 2004)

10.36.310 - Layout of lots.

Off-street parking lots shall be laid out by the ~~city manager~~ city manager or designee for either angle, perpendicular or parallel parking of vehicles, whichever system best utilizes the available area, but in any case physical installations or markings shall clearly indicate the method of parking required.

10.36.330 - Recreational vehicle, trailer- Parking permitted in certain places.

In addition to the limitations specified in this chapter, recreational vehicles and trailers may be parked in the street only if the area in which any such vehicle is parked is immediately and entirely adjacent to real property which is owned and occupied by the owner of the recreational vehicle or trailer. No more than one recreational vehicle or trailer may be parked in the street per residential property owner.

10.36.350 - Violation—Fine—Late fees.

A. It shall be the duty of the chief of police or a person designated by the chief of police to keep a record of all violations of this chapter and to report:
   1. The state license number of such vehicle; and
   2. Any other facts, a knowledge of which is necessary to an understanding of the circumstances attending such violation.
B. The chief of police or other person designated by the chief of police shall attach to each such vehicle a notice that it has been parked in violation of this chapter and instructing the owner or operator to report in regard to such violation.
C. The fines for violations of this chapter are enumerated in the below chart. ~~The owner or operator may, within five business days after the time when such notice was attached to such vehicle, pay to the city traffic clerk's office in full satisfaction of such violation, the amount listed for the respective violation, which shall be remitted to the city treasurer. In the event the owner or operator receiving the notice above referred to fails to respond within such~~

~~five-day period, as above provided, a warning of issuance of a warrant shall be mailed to the registered owner of the vehicle, where possible, advising owner or operator that if payment is not made within ten days of the mailing of such warning of issuance of a warrant, a warrant shall issue; after the initial five-day period the fine shall be increased to the respective amount listed in the below chart for each violation; but in the event the owner or operator fails to appear within the ten-day period announced in the warning of issuance of warrant, a warrant shall issue against owner or operator for the violation, and upon satisfactory proof that the violation was committed, owner or operator shall be fined the respective sum listed in the below chart in addition to a warrant fee assessed by the court, but in any case not more than seven hundred fifty dollars for each violation.~~ With respect to Sections 10.36.130, 10.36.270, and 10.46.090 of this code, the owner or operator shall not be fined less than the amount listed in the ~~below chart~~ chart below.

D. Nonreceipt of any notice of violation ~~or warning of issuance of warrant~~ shall not constitute a defense to a violation of this chapter.

E. The chief of police or other person designated by the chief of police may place a chalk or other removable mark upon the tire of any vehicle parked upon the public street or in a public parking lot, for the purpose of determining how long the vehicle remains parked in one location. The chief of police or designee may use other technology available to monitor vehicle parking times that may include but are not limited to cameras or license plate readers.

1. It is unlawful for any person to deface or remove, or to attempt to deface or remove, such chalk or other mark.

2. Any person who defaces or removes or attempts to deface or remove such mark shall upon conviction be fined not less than twenty dollars.

Violation	Code	Within 5 days	After 5 days	After 15 days
Overtime parking downtown	10.36.110	$ 10.00	$ 20.00	$30.00 ~~+ warrant fee~~
Parking in limited parking zone	10.36.130	25.00	25.00	$25.00 ~~+ warrant fee~~
Overtime parking elsewhere	10.36.230	10.00	20.00	$30.00 ~~+ warrant fee~~
Handicapped parking	10.36.270	100.00	125.00	$150.00 ~~+ warrant fee~~
Residential permit parking	10.46.080	50.00	50.00	$50.00 ~~+ warrant fee~~
All other violations		10.00	20.00	$30.00 ~~+ warrant fee~~

(Ord. 1436 § 8, 2004)

Section 3. Laramie Municipal Code Sections 10.36.050, 10.36.160, 10.36.170, 10.36.180, 10.36.190, and 10.36.200 shall be deleted.

Section 4. This ordinance shall become effective after passage, approval and publication.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

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

ATTEST:

_____
Angie Johnson
City Clerk

First Reading	August 2, 2016
Second Reading	August 16, 2016
Third Reading	September 6, 2016

Duly published in the Laramie Daily Boomerang this _____ day of _____, 2016.

CITY OF LARAMIE COUNCIL REGULAR MEETING September 6, 2016

Agenda Item: Grant

Title: 2015 Assistance to Fire Fighters Grant Award (AFG)

Recommended Council MOTION: that Council approves and accepts the 2015 FEMA Assistance to Fire Fighters Grant in the amount of $150,000.00 ($136,364 grant award; $13,636 COL match); and approves an amendment to the FY 2016-2017 budget for $150,000.00.

Administrative or Policy Goal: Preparedness; equipping emergency responders – Self Contained Breathing Apparatus (SCBA)

Background:

The AFG program provides financial assistance directly to fire departments to enhance capabilities with respect to fire and fire related hazards; and to assist organizations in meeting their firefighting and emergency response needs. Council had approved an application to FEMA for the annual Assistance to Fire Fighters Grant program. Late in July it was announced that FEMA has awarded the City of Laramie a grant in the amount of $136,364.00 with a COL match requirement of $13,636.00. The total project cost is $150,000.00. The grant is awarded under the category of Operations and Safety and will be used to upgrade/update the LFD aging inventory of Self Contained Breathing Apparatus (SCBA – air packs).

Legal/Statutory Authority:

FEMA – U.S. Department of Homeland Security

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	$136,364.00	
Loans on Project		
Other		
Total	$136,364.00	

EXPENSE

Proposed Project Cost.

COL expense		$13,636.00	COL match requirement

Responsible Staff: **Dan Johnson, Fire Chief**
Jeff Wood, Shift Commander - Operations

Attachments: Grant Award Package

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mrs. Lori Stalder
Laramie Fire Department
P.O. BOX C
Laramie, Wyoming 82073-0830

Re: Award No.EMW-2015-FO-05992

Dear Mrs. Stalder:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant has been approved in the amount of $136,364.00. As a condition of this award, you are required to contribute a cost match in the amount of $13,636.00 of non-Federal funds, or 10 percent of the Federal contribution of $136,364.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit

the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT:	GRANT
AGREEMENT NUMBER:	EMW-2015-FO-05992
GRANTEE:	Laramie Fire Department
DUNS NUMBER:	783281892
AMOUNT:	$150,000.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

15-JUL-16 to 14-JUL-17

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$150,000.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00

State Taxes	$0.00
Total	$150,000.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Armena Springs at Armena.Springs@dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Armena Springs at Armena.Springs@dhs.gov.

Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: Laramie Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2015-FO-05992

AMENDMENT NUMBER:

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I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances - Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**
All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**
All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**
All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**
All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**
All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the

work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**
All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**
All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**
a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For

example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

i. in the subrecipient's preceding fiscal year, the subrecipient received-

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**
All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**
All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**
All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients

are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity

receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**
All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**
All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**
All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**
All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree-and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions

governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions
For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these

procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. **Prior Approval for Modification of Approved Budget**
Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. **Disposition of Equipment Acquired Under the Federal Award**
When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. **Environmental Planning and Historic Preservation Screening**
AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency-website at: https://www.fema.gov/library/viewRecord.do?id=6906

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2015-FO-05992	0	63-6000072	AWARD	WX02311N2016T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Laramie Fire Department 209 S 4th Street Laramie Wyoming, 82072-0830	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Rosalie Vega	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Lori Stalder	3077215332	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
15-JUL-16	SF-270	Cost Sharing	From:15-JUL-16 To:14-JUL-17 Budget Period From:01-OCT-15 To:30-SEP-16

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2016-F5-C111-P4310000-4101-D	$0.00	$136,364.00	$136,364.00	$13,636.00
		TOTALS	$0.00	$136,364.00	$136,364.00	$13,636.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
N/A	N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Rosalie Vega	12-JUL-16

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CITY OF LARAMIE COUNCIL REGULAR MEETING September 6, 2016

LARAMIE 1868	**Agenda Item:** Licensing **Title:** New Restaurant Liquor License, Hero Primo, LLC

Recommended Council MOTION:

That City Council approve the Application for Restaurant Liquor License No. R-59, to Hero Primo, LLC dba 8 Bytes Game Café, 207 S. 3rd Street, Laramie, Wyoming for the licensing term September 7, 2016 thru May 07, 2017, and authorize the mayor and clerk to sign.

Background:

Application for a Restaurant Liquor License of Hero Primo, LLC dba 8 Bytes Game Café was filed in the City Clerk's Office on July 29, 2016. The premise location for the license is 207 S. 3rd Street, Laramie, WY. The dispensing room location is a 10' x 7' enclosed room in the NW corner of building.

The application documentation presented appears to be complete. All required attachments have been received by the City. Advertisement requirement has occurred. The City Clerk has conducted a site inspection of the establishment. Wyoming Liquor Division has certified the application as complete. [W.S. 12-4-104(d)].

Legal/Statutory Authority:

Requirement of W.S. 12-4-101 (a) and Laramie Municipal Code that "Incorporated cities, towns and counties within Wyoming shall license and regulate or prohibit the retail sale of alcoholic and malt beverages under this title…… or from refusing to issue any license or permit authorized by this title."

BUDGET/FISCAL INFORMATION:

REVENUE: **$1,500.00** Annual License Fee
$ 1,000 Pro-rated License Fee
$ 25.00 Processing Fee

Responsible Staff:

Angie Johnson, City Clerk

Public Hearing (PH) Held	9/6/2016
PH Advertised	8/10/2016
	8/17/2016

WLD-031 (2/07)

FOR NEW LICENSES AND TRANSFER

LICENSE AND/OR PERMIT APPLICATION

FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY

To be completed by the City, Town or County Clerk:

Date Filed: 7 / 29 / 16

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collect:	$ ____ (will bill)	

Required Attachments Received: Yes ☐

Advertising Dates(4): 8/10/16, 8/17/16

Hearing Date: 9 / 6 / 16

Local Licensing Number: R59

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

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Formerly Held by: –

Applicant: Hero Primo LLC

Trade Name (dba): 8 Bytes Game Cafe

Premise: 207 S. 3rd Street (Number & Street)

Laramie (City) WY (State) 82070 (Zip) Albany (County)

Mailing Address: 1814 Bill Nye Ave (Number & Street or P.O. Box)

Laramie (City) WY (State) 82070 (Zip)

Business Telephone Number: (307) 760-9211

Fax Number: ( ) –

E-Mail Address: rkiser22@yahoo.com

For the license term: Aug (Month) 19 (Day) 2016 (Year)

Through: May (Month) 7 (Day) 2017 (Year)

FILING FOR
- ☒ NEW
- ☐ TRANSFER LOCATION
- ☐ TRANSFER OWNERSHIP

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF Laramie
- ☐ COUNTY OF

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ASSOCIATION
- ☐ ORGANIZATION
- ☒ LLC
- ☐ LLP

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)
- ☐ RETAIL LIQUOR LICENSE
  - ☐ on-premise only
  - ☐ off-premise only
  - ☐ combination on/off premise
- ☒ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB
- ☐ MICROBREWERY
- ☐ WINERY
- ☐ BAR AND GRILL
- ☐ LOCATED WITHIN 5 MILES OF CITY (County License only)

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?
- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat): Sun through Sat

HOURS OF OPERATION (e.g. 10a - 2a): Sun, Mon, Wed, Thur 7a-12a; Fri, Sat 7a-2a

1. Location of License:
   (a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If **Winery** or **Microbrewery**, also list manufacturing facility. W.S. 12-4-102(a)(i):
   10' x 7' enclosed room in NW corner of building

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

   (c) Provide the legal description and the zoning of the site where the applicant will conduct business:
   DC Zone, in O.T., Block 190, Lots 8 & 9 132.00 ft x 24.00 ft, City of Laramie Albany County, Wyoming

2. Do you W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires June 30, 2017 located on page 1 ~~paragraph~~ Section 2(b) of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 1 ~~paragraph~~ Section 1(g) of lease document.

   NOTE: Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W.S. 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? ☐ YES ☒ NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
   (a) Hold any interest in the license applied for? ☐YES ☒NO
   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐YES ☒NO
   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐YES ☒NO
   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b) ☐YES ☒NO
   If "YES", explain:

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) ☐YES ☒NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) ☐YES ☒NO

RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b): ~~N/A~~ 24

8. (a) Have you submitted a valid food service permit upon application? W.S. 12-4-407(a) W.S. 12-4-413(a) ☒YES ☐NO
   (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b) ☐YES ☒NO ☐N/A

RESORT LICENSE: Complete questions 9(a) through 9(c): N/A

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐YES ☐NO
   (b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐YES ☐NO
   (c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐YES ☐NO

MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:

9. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii) ☐YES ☐NO

   If "YES", please specify type: ☐ Microbrewery ☐ Winery ☐ Retail ☐ Restaurant ☐ Resort ☐ Bar and Grill:

11. (a) Do you self distribute your products? ☐YES ☐NO
    (b) Do you distribute your products through an existing malt beverage wholesaler? ☐YES ☐NO

ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable: N/A

12. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
    (a) The name and address of the grand lodge or national organization is:
    (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge? ☐YES ☐NO
    (c) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐YES ☐NO
    (d) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐YES ☐NO

13. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A): N/A
    (a) The name and address of the National Veterans organization is:
    (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes? ☐YES ☐NO
    (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐YES ☐NO

14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E): N/A

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

15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D): N/A

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

16. (a) If applicant is an Individual or Partnership: State the name, date of birth and residence of each applicant or partner, if the application if made by more than one individual or by a partnership. **If the application is for a Club:** State the name, date of birth and residence of each officer. N/A

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and** every officer, **and** every director.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ryan Mitchel Kiser	03/01/84	1814 Bill Nye Ave Laramie, WY 82070	(307) 760-9211	2 Years 4 months	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

WLD-031 (7/07)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
SS.
COUNTY OF Albany *)*

Before Me, Jacob Felton *(Printed name of Notary or other officer authorized to administer oaths), (specify) a Notary Public, Officer authorized to administer oaths in and for* Albany *County, State of Wyoming, personally appeared* Ryan Kiser *(Insert Names) name he/she being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.*
(Seal)

1. Ryan Kiser
2.
3.
4.

My Commission expires: 9-30-18

Witness my hand and official seal:

(Notary Public or other officer authorized to administer oaths)

JACOB FELTON NOTARY PUBLIC COUNTY OF ALBANY STATE OF WYOMING MY COMMISSION EXPIRES SEPTEMBER 30, 2018

Title Consumer Loan Officer *Dated:* 7-22-16

REQUIRED ATTACHMENTS:

(1) Attach any lease agreements W.S. 12-4-103(a)(iii).

(2) If building is not in existence, an architect's drawing or suitable plans of the room and premises to be licensed must be attached W.S. 12-4-102(a)(i).
Building is in existence (Previously occupied by The French Place)

(3) A statement indicating the financial condition and financial stability of new applicant W.S. 12-4-102(a)(v).

(4) Restaurant or Bar and Grill Liquor License Applications must attach a copy of their **CURRENT** and valid food service permit W.S. 12-4-407(a) or W.S.12-4-413(a).

(1) Check or bank draft as payment for the application and for publishing the notice of application. W.S. 12-4-104(a). Direct billing is permissible.

(2) If transfer, a form of assignment from current licensee, allowing transfer W.S. 12-4-601(b).

NOTE: Federal law requires you to pay a SPECIAL OCCUPATIONAL TAX (federal tax stamp) before you begin business and before July 1 each year thereafter. If you have not paid this tax, contact:

BUREAU OF ATF
JOHN WELD PECK FEDERAL BLDG RM 6525
550 MAIN ST
CINCINNATI OH 45202-3263
1-800-937-8864

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

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

HEARING REQUIREMENTS W.S. 12-4-104(b):

Any license or permit authorized under this title shall not be issued, renewed or transferred until on or after the date set in the notice for hearing protests. If a renewal hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
(iii) The number, type and location of existing licenses or permits meets the needs of the vicinity under consideration;
(iv) The desires of the residents of the county, city or town will no be met or satisfied by the issuance, renewal or transfer of the license or permit; or
(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Clerk:		
Agent:		
Acct.:		

STANDARD BUSINESS LEASE

(Modified Gross Form)

THIS LEASE, is made and executed on June 29, 20 16, by and between SIXTY LAST LLC, a Wyoming Limited Liability Company, herein referred to as "Landlord", and HERO PRIMO LLC dba 8 Bytes Game Cafe herein referred to as "Tenant".

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

1. **Basic Provisions and Definitions.** This paragraph 1 is an integral part of this Lease and all of the terms hereof are incorporated into the Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following, whenever used in this Lease, with the first letter of each word capitalized, shall have the meanings set forth in this paragraph, and only such meanings, unless such meanings are expressly contradicted, limited or expanded elsewhere herein:

(a) **DATE OF LEASE:** June 29, 2016

(b) **LANDLORD'S MAILING ADDRESS: P.O. Box 207, Centennial WY 82055**

(c) **TENANT'S MAILING ADDRESS:** 207 S. 3rd St., Laramie WY 82070

(d) **TENANT'S TRADE NAME, IF ANY (Par. 11):** 8 Bytes Game Cafe

(e) **DEMISED PREMISES (Par.3):**

Building Address: 207 S. 3rd St., Laramie WY 82070 herein referred to as the **BUSINESS CENTER**

Unit: Restaurant + Basement Storage room Gross Leasable Area: 7300 sq. ft., more or less

(f) **COMMENCEMENT DATE (Par. 4):** July 1, 2016

(g) **LEASE TERM (Par. 4):** 1 **years**

(h) **SECURITY DEPOSIT (Par. 9):** $ 5,900.00

(i) **RENT (Par. 5):** $ 32,450.00 ** **per annum, payable in equal installments, in advance, at the rate of** $ 2,950.00 **per month.**

(j) **PERMITTED USE (Par. 11):** Cafe, arcade, and game shop, including sale of alcoholic or malt beverages **SUBJECT TO CITY USE AND OCCUPANCY.**

2. **Additional Provisions:**

(a) **Location.** The Demised Premises are located upon the following-described land, situate in the County of Albany, State of Wyoming, to-wit:
O.T. B 190 L 8 & 9

(b) ** The lease is for 12 months. There shall be no rent paid for July 2016. The lease shall expire on June 30, 2017.

(c) Landlord shall provide through Primary Electric additional electrical outlets in one room designated as the game room. Landlord shall reimburse tenant for material for painting the exterior front on the building and shall offset the August 2016 rent by $450.00 provided the painting is completed on or before July 31, 2016.

(d) Landlord shall pay for one external sign shell for the front of the building subject to city codes, as furnished by a commercial sign company. Sign company shall use Primary Electric as electrical contractor, and Landlord shall pay Primary Electric directly for electrical connection.

(e) Tenant shall have the right to renew the lease for an additional 1 year term at the same rate provided that all the provisions of this Lease are conformed with.

3. **Demised Premises & Condition of Premises.** Landlord does hereby demise to Tenant, and Tenant does hereby lease from Landlord those certain Demised Premises constituting a part of the Business Center, which premises are more particularly described in Paragraph 1(e) hereof. Landlord and Tenant have inspected the premises and Tenant acknowledges that the premises are in acceptable order, and accepts the premises "**AS IS**."

4. **Lease Term and Commencement.** The term of this lease shall be for the number of years set forth in paragraph 1(g) following the Commencement Date of the Lease Term unless sooner terminated or extended as hereinafter provided.

The commencement Date of the Lease Term shall be the date set forth in Paragraph 1(f), or, the date on which the Tenant shall open the Demised Premises for business, whichever shall come first. When such Commencement Date is determined, Tenant agrees, upon request of Landlord, to execute and deliver to Landlord, without charge, a written declaration, in recordable form: (1) Ratifying this Lease; (2) Confirming the commencement and expiration dates of the Lease Term; (3) Certifying that Tenant is in occupancy of the Demised Premises, the date Tenant commenced operating Tenant's business therein and that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as shall be stated; (4) That all conditions under this Lease to be performed by the Landlord have been satisfied, except such as shall be stated; (5) That there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (6) Reciting the amount of advance rental, if any, paid by Tenant, and the date to which rental has been paid; and, (7) Reciting the amount of security deposit, if any. Tenant further agrees to execute and deliver similar declarations from time to time as and when requested by Landlord, Landlord's mortgage lenders, ground or underlying Lessor's and/or purchasers, and each of such parties shall be entitled to rely upon such written declaration made by Tenant.

5. **Rent.** Tenant agrees to pay Landlord during the Lease Term, without any prior demand therefor and without any setoffs or deductions whatsoever, the Rent, payable in equal monthly installments, in advance, on the first day of each and every calendar month throughout the Lease Term. In the event the Commencement Date of the Lease Term is other than the first day of a calendar month, the Rent for the portion of the then current calendar month shall be prorated on the basis of a thirty (30) day month and shall be paid immediately upon the Commencement Date of the Lease Term.

6. **Additional Rents.** Does not apply to this Lease.

7. **Past Due Rents.** (a) If Tenant shall fail to pay any rents after the same become due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at eighteen (18%) interest per annum. The provisions herein for interest shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated.

8. **Place of Payments and Delivery of Statements.** All payments required to be paid by Tenant to Landlord shall be made payable to the order of the Landlord, and all such payments and all statements and reports required to be rendered by Tenant to Landlord shall be delivered to the Landlord's Mailing Address, or to such other place as Landlord may direct in writing.

9. **Security Deposit.** (a) Tenant has deposited with Landlord the Security Deposit, the receipt whereof, if by check subject to collection, is hereby acknowledged. Said Deposit shall be held by Landlord, without liability for interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease on the part of Tenant to be observed and performed. (b) If any of the rents herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of the rents or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall forthwith upon demand restore said Security to the original sum deposited. In the event Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease, said Deposit shall be returned in full to Tenant following the date of the expiration of the Lease Term and the surrender of the Demised Premises by Tenant in compliance with the provisions of this Lease. (c) In the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, such Security Deposit shall be deemed to be applied first to the payment of any rents and/or other charges due Landlord for all periods prior to the institution of such proceedings and the balance, if any, of such Security Deposit may be retained by Landlord in partial liquidation of Landlord's damages. (d) Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Demised Premises in the event that such interest be sold or transferred and thereupon Landlord shall be discharged and released from all further liability with respect to such Deposit or the return thereof to

Tenant, and Tenant agrees to look solely to the new Landlord for the return of said Security Deposit.

10. **Ownership of Improvements.** (a) Unless Landlord at Landlord's option directs Tenant in writing to remove such property, in which latter event Tenant shall by the end of the Lease term, remove that property to the extent directed by Landlord and shall repair the premises and restore it to its condition as existed at Lease commencement, all betterments and improvements in or upon the Demised premises, made by either party (except Tenant's personal property, furniture and furnishings, signs and trade fixtures), shall become the property of Landlord and shall remain upon and be surrendered with the Demised Premises as a part thereof at the expiration or sooner termination of the Lease Term. (b) Tenant shall not assign, lien, encumber, chattel mortgage or create a security interest in and to or upon its sign and trade fixtures or other personal property in the Demised Premises without first obtaining in each and every instance the prior written consent of Landlord. Any violation of the terms of this provision by Tenant shall be without force and effect and shall not be binding upon Landlord. Any consent by Landlord to such security interest shall be subject and subordinate to Landlord's lien provided under paragraph 29 hereof.

11. **Permitted Use.** Tenant agrees to and shall use the Demised Premises solely for the purpose of conducting the Permitted Use. Tenant agrees not to use or permit or suffer the use of the Demised Premises for any other business or purpose. Tenant further agrees not to conduct any catalog, Internet, mail or telephone order sales in or from the Demised Premises, except of merchandise which Tenant is permitted to sell "over the counter" to customers in the Demised Premises pursuant to this Paragraph. Tenant agrees to conduct Tenant's business in the Demised Premises under Tenant's Trade Name, which Tenant represents that it has the right to use.

12. **Laws, Waste or Nuisance.** (a) Tenant agrees, at Tenant's own cost and expense: (i) to comply with and execute all present and future governmental laws, ordinances, orders and regulations concerning Tenant's use of the Demised Premises, and (ii) to comply with and execute all present and future rules, regulations and recommendations of the Board of Fire Underwriters, Tenant's insurance carriers and organizations establishing insurance rates concerning Tenant's use of the Demised Premises; and (b) Tenant further agrees not to suffer, permit or commit any waste, nor to allow, suffer or permit any odors, vapors, steam, water, vibrations, noises or undesirable efforts to emanate from the Demised Premises or any equipment or installation therein into other portions of the building of which the Demised Premises forms a part, or otherwise to allow, suffer or permit the Demised Premises or any use thereof to constitute a nuisance or unreasonably to interfere with the safety, comfort or enjoyment of the Business Center by Landlord or any other occupants of the Business Center or their customers, invitees or any others lawfully in or upon the Business Center. Upon written notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees forthwith to cease and discontinue the same and within ten (10) days thereafter to make such changes in the Demised Premises and/or install or remove such apparatus or equipment therein or therefrom as may be required by Landlord for the purpose of obviating any such conditions; and if any such condition is not so remedied, then Landlord may, at its option, either (i) enter upon the Demised Premises and cure such condition in any manner Landlord shall deem necessary and add the cost and expense incurred by Landlord, together with all damages, including reasonable attorneys' fees, sustained by Landlord to the next installment of the Rent due and Tenant agrees to pay such amount; or (ii) treat such failure on the part of Tenant to remedy such condition as an "Event of Default" within the meaning of Paragraph 28 of this Lease. Tenant hereby further agrees to indemnify and save Landlord free and harmless of and from all fines, claims, demands, actions, proceedings, judgments and damages (including reasonable attorneys' fees) of any kind or nature by anyone whomsoever arising or growing out of any breach or non-performance by Tenant of the covenants contained in this Paragraph.

13. **Signs.** Tenant shall, at its own cost and expense, provide a suitable identification sign of such size, design and character as Landlord shall first approve in writing and shall install the same at a place or places designated by Landlord. Tenant shall maintain any such sign or other installation in good condition and repair. Landlord shall have the right, with or without notice to Tenant, to remove any signs installed by Tenant in violation of this Paragraph and to charge Tenant for the cost of such removal and/or any repairs necessitated thereby, without liability to Tenant for such removal.

14. **Assignment and Subletting.** (a) Tenant may sublet the entire Demised Premises only or assign this entire Lease with the prior written permission and consent by Landlord which may be withheld in Landlord's absolute discretion, subject to the conditions hereafter mentioned. Any such subletting or assignment, as aforesaid, shall in any event be subject to and conditioned upon the following: (i) at the time of any such proposed subletting or assignment, Tenant shall not be in default under any of the terms, provisions or conditions of this Lease; and (ii) the sublessee or assignee shall only occupy the premises and conduct its business in accordance with the Permitted Use; and (iii) notwithstanding any such assignment or subletting under the terms of this Paragraph, Tenant will acknowledge that, notwithstanding such assignment or sublease and the consent of Landlord thereto, Tenant will not be released or discharged from any liability whatsoever under this Lease and will continue liable thereon with

the same force and effect as though no assignment or sublease had been made.

15. **Repairs.** Except as otherwise specifically stated herein, Tenant shall, throughout the term of this Lease, at its own cost, and without any expense to Landlord, keep and maintain the Demised Premises, including all improvements of every kind which may be a part thereof in neat order, condition and repair, and shall restore and rehabilitate any improvement of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Except as otherwise expressly stated herein, Landlord shall not be obliged to make any repairs, replacements or renewals of any kind, nature, or description whatsoever to the Demised Premises, or any improvements thereon. Except as otherwise expressly stated herein, Tenant shall provide regular maintenance and service for all equipment at the Demised Premises. Notwithstanding anything stated hereinabove, Landlord shall make and pay for all repairs to the roof, exterior walls, and foundations, except those caused by the negligence by Tenant, its employees or customers, which repairs shall be made by Tenant. Landlord may, but is not obligated to, maintain or contract for maintenance which may be needed at the Demised Premises; in which case Tenant agrees to reimburse Landlord for Landlord's maintenance expense.

16. **Tenant's Failure to Repair** If Tenant shall fail, refuse or neglect to make repairs in accordance with the terms and provisions of this Lease or if Landlord is required to make any repairs by reason or any act, omission to act or negligence of Tenant, or its employees, agents or contractors, Landlord shall have the right, at its option, after Landlord shall have given to Tenant a ten (10) day notice (except in case of an emergency when no prior notice be given Landlord), to make such repairs on behalf of and for the account of Tenant and to enter upon the Demised Premises for such purposes, and add the cost and expense thereof, to the next installment of the Rent due and Tenant agrees to pay such amount, but nothing contained in the Paragraph shall be deemed to impose any duty upon Landlord or affect in any manner the obligations assumed by Tenant hereunder. Any cost or expense incurred by Landlord and chargeable to Tenant as herein provided shall be reduced to the extent that Landlord is reimbursed therefor under any policy of insurance.

17. **Covenant Against Liens.** Tenant shall do all things necessary to prevent the filing of any mechanics' or other liens against the Demised Premises or any other portion of the Business Center or the interest of the Landlord or any ground or underlying lessors therein or the interest of any mortgagees or holders of any deed of trust covering the Business Center by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Tenant, or anyone holding the Demised Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be vacated and cancelled of record within thirty (30) days after the date of the filing thereof or, if Tenant in good faith determines that such lien should be contested, Tenant shall furnish such security, by surety bond or otherwise, as may be necessary or be prescribed by law to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant shall fail to vacate or release such lien in the manner and within the time period aforesaid, then, in addition to any other right or remedy of Landlord resulting from Tenant's said default, Landlord may, but shall not be obligated to, vacate or release the same either by paying the amount claimed to be due or by procuring the release of such lien by giving security or in such other manner as may be prescribed by law. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this Paragraph, including Landlord's cost and expenses and reasonable attorney's fees incurred in connection therewith. However, nothing contained herein shall imply any consent or agreement on the part of Landlord or any ground or underlying lessors or mortgagees or holders of deeds of trust of the Business Center to subject their respective estates or interest to liability under any mechanics' or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to Tenant or anyone holding the Demised Premises, or any part thereof, through or under Tenant, shall have been consented to by Landlord and/or any of such parties.

18. **Utilities.** Common electric, gas, water & sewer utilities shall be in Landlord's name and Tenant shall be billed for each of these utilities used or consumed in the Demised Premises. Landlord shall be the sole judge of Tenant's portion of each utility charge as billed by the utility provider. Landlord shall bill Tenant for Tenant's portion of common utilities, and Tenant shall promptly pay such bill to Landlord within 10 days. Landlord shall not be liable in damages or otherwise for any interruption in the supply of any utility to the Demised Premises, nor shall any such interruption constitute any ground for an abatement of any of the rents reserved hereunder.

19. **Taxes.** Tenant agrees to pay, prior to delinquency, any and all taxes and assessments levied or assessed during the Lease Term upon or against (i) all furniture, fixtures, signs and equipment and any other personal property installed or located within the Demised Premises, and (ii) all Use Taxes imposed in connection with Tenant's operation.

20. **Common Areas.** All common areas made available by Landlord in or about the Business Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation. Common areas shall mean all areas, space,

facilities, equipment, signs and special services from time to time made available by Landlord for the common and joint use and benefit of Landlord, the Tenant and other tenants and occupants of the Business Center, and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitees, which may include (but shall not be deemed a representation as to their availability), the sidewalks, parking areas, driveways, truck serviceways, stairs or ramps. Landlord hereby expressly reserves the right, from time to time, to construct, maintain and operate lighting and other facilities, equipment and signs on all of said common areas; and to establish, modify and enforce reasonable rules and regulations with respect to the common areas and the use to be made thereof. Landlord shall operate, manage, equip, light and maintain the common areas in such manner as Landlord, in its reasonable discretion, may from time to time determine, and Landlord shall have the right and exclusive authority to employ and discharge all personnel with respect thereto. Tenant his hereby given a license (in common with all others to whom Landlord has or may hereafter grant rights) to use, during the lease Term, the common areas of the Business Center as they may now or at any time during the Lease Term exists, provided, however, that if the size, location or arrangement of such common areas of the type of facilities at any time forming a part thereof be changed or diminished, Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of rent therefore, nor shall such change or diminution of such areas be deemed a constructive or actual eviction. In order to establish that the Business Center and any portion thereof is and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, the Landlord hereby reserves the unrestricted right, to close all or any portion of the Business Center owned, leased or controlled by Landlord to the general public for one (1) day in each calendar year, and, in connection therewith, to seal off all entrances to the Business Center, or any portion thereof.

21. **Cost of Maintenance of Common Areas.** (a) Landlord shall maintain the common areas in good order, condition and repair.

22. **Indemnity.** (a) Tenant hereby agrees to defend, pay, indemnify and save free and harmless Landlord, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Demised Premises or occasioned wholly or in part through the use and occupancy of the Demised Premises or any improvements therein or appurtenances thereto, or by any act or omission or negligence of Tenant or any subtenant, concessionaire or licensee of Tenant, or their respective employees, agents or contractors in, upon, at or from the Demised Premises or its appurtenances or any common areas of the Business Center, except nothing herein mentioned shall excuse or exculpate Landlord or its employees, agents or contractors from its or their negligence; and in such case the indemnification and hold harmless provided herein shall not apply. (b) Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Demised Premises and any improvements herein and appurtenances thereto and all portions of the Business Center solely at their own risk and Tenant and all those claiming by, through or under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof. (c) Landlord shall not be responsible or liable for damages at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants of any portion of the Business Center. (d) Landlord shall not be responsible or liable for damages at any time for any defects, latent or otherwise, in any buildings or improvements in the Business Center or any of the equipment, machinery, utilities, appliances or apparatus therein, not shall Landlord be responsible or liable for damages at any time for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, though or under Tenant, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Demised Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any buildings or improvements in the Business Center, including the Demised Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein. (e) After any litigation or proceeding between the parties hereto or upon the settlement of a dispute without litigation, the successful party shall be entitled to all costs, expense and reasonable attorney's fees that it may actually incur in enforcing the terms of this Lease against the other party.

23. **Insurance** (a) Tenant agrees to secure and keep in force from and after the date Landlord shall deliver possession of the Demises Premises to Tenant and throughout the Tease Term, at Tenant's own cost and expense (i) Comprehensive General Liability Insurance on an occurrence basis with a minimum limit of liability in an amount of Two Million Dollars ($2,000,000), which insurance shall contain a contractual liability endorsement covering the

matters set forth in Paragraph 22 hereof; (ii) Fire insurance, with extended coverage, vandalism and malicious mischief endorsements, in an amount adequate to cover the full replacement value of all fixtures and contents in the Demised Premises in the event of a fire or other casualty; (b) Tenant shall have the right to insure and maintain the insurance coverages set forth in Paragraph 23(a) under blanket insurance coverages covering other business premises operated By Tenant so long as such blanket insurance policies comply with the provisions and the amounts of insurance provided under this Lease. (c) On and after the commencement date of the Lease Term, the Demised Premises (including, all alterations or improvements to the Demised Premises made, with Landlord's prior written consent) shall be insured by Landlord against fire and such other risk as are, from time to time, included in standard extended coverage endorsements, vandalism and malicious mischief and Special Broad Form coverages in the State of Wyoming in amounts equal to at least 80% of the replacement value (exclusive of the cost of excavations, footing below floor level, and foundations) including any increase in value thereof resulting from increased construction costs, subject to deductibles not to exceed TenThousand Dollars ($10,000). Tenant agrees to pay Landlord within ten (10) days after presentation of a bill therefor, the Tenant's Insurance Charge, which will be based upon the cost of said insurance, to the extent that the premiums therefor are attributable to the replacement value of the Demised Premises and all improvements or betterments therein.

24. **Insurance Requirements** (a) All policies of insurance procured by Tenant shall be insured by insurance companies with general policy holder's rating of not less than A and a financial rating of AAA as rated in the most current available "Best's" Insurance Reports, and licensed to do business in the State of Wyoming and authorized to issue such policy or policies. (b) All policies of insurance procured by Tenant shall be written as primary policies. (c) All Comprehensive General Liability Insurance procured by Tenant under Paragraph 23(a) (i) hereof and all fire insurance procured by Tenant under Paragraph 23 (a)(ii) hereof shall be issued in the names and for the benefit of Landlord, Tenant and, at Landlord's request, its mortgagee and ground lessor, as their respective interests may appear and shall contain an endorsement that Landlord, although named as an insured, nevertheless, shall be entitled to recover under said policies for any loss or damage occasioned to it, its servants, agents and employees by reason of the negligence of Tenant; (d) All policies of insurance procured by Tenant shall contain endorsements providing as follows: (i) that such insurance may not be materially changed, amended or cancelled with respect to Landlord except after twenty (20) days' prior written notice from the insurance company to Landlord, sent by registered mail; (ii) that Tenant be solely responsible for the payment of all premiums under such policy and that Landlord shall have no obligation for the payment thereof notwithstanding that Landlord is or may be named as an insured; (e) All fire insurance policies procured by Tenant under Paragraph 23 (a) (ii) shall contain an endorsement containing an express waiver of any right of subrogation by the insurance company against Landlord (whether named as an insured or not), provided, however, that if such waiver of subrogation provision is unavailable at the standard insurance rate and is obtainable only upon the payment of an increase in the standard rate, then the party who would benefit from such provision shall have the option, upon ten (10) days' prior written notice from the other party, of paying the increase in premium or foregoing the benefit of such provision; (f) the original policy or policies, or duly executed certificates for the same, together with reasonably satisfactory evidence of payment of the premium thereof shall be delivered to Landlord on or before the day Tenant begins Tenant's Work and upon renewals of such policies not less than twenty (20) days prior to the expiration of the term of any such coverage. The minimum limits of any insurance coverage required herein to be carried by Tenant shall not limit Tenant's liability under Paragraph 22 hereof.

25. **Increase of Insurance Premiums.** Tenant shall not stock, use or sell or permit or suffer to be stocked, used or sold any article or do anything in or about the Demised Premises which may be prohibited by or violate the rules and regulations of the Fire Insurance Rating Organization having jurisdiction or any similar body, or which will increase any insurance rates and premiums on the Demised Premises, the building of which it forms a part and/or any other buildings or improvements in the Business Center. If as a result of: (i) any failure of Tenant, or anyone claiming by, through or under Tenant, to comply with the fore-going sentence or (ii) the use and occupancy of the Demised Premises by Tenant or anyone claiming by, through or under Tenant, whether or not Landlord has consented to the same, or (iii) Tenant's failure to use and/or continuously to occupy and operate Tenant's business in the Demised Premises in the manner provided for in this Lease, or (iv) Tenant's abandonment or desertion of the Demised Premises, the insurance rates applicable to any policies of insurance carried by Landlord covering the Business Center property or the rental income to be derived therefrom shall be increased, Tenant agrees to pay Landlord, within ten (10) days after Landlord's written demand therefor, the entire portion of the premiums for said insurance which shall be attributable to such higher rates. In determining whether any increase in such rates is the result of any of the aforementioned acts or omissions of Tenant or anyone claiming by, through or under Tenant, a schedule or rule book issued by the applicable rating organization shall be conclusive evidence of the several items and charges which make up the insurance rates and premiums on the Demised Premises and the Business Center.

26. **Destruction.** Tenant shall give prompt notice to Landlord in case of any fire or other damage to the Demised premises or the building in which they are located. If the Demised Premises shall be partially damaged by fire or other casualty required to be insured,

then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein promptly repair and restore the same exclusive of Tenant's lighting and trade fixtures, furniture, furnishing, personal property, decorations, signs and contents substantially to the condition thereof immediately prior to such damage or destruction limited, however, to the extent of the insurance proceeds actually received by Landlord therefor; such repair and restoration not to exceed One Hundred Eighty (180) days after the receipt by Landlord of the insurance proceeds. If (a) both the Demised Premises and buildings containing Gross Leasable Area (taken in the aggregate) in the Business Center shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement thereof, or (b) the Demised Premises or the building of which the Demised Premises are a part shall be destroyed or substantially damaged as a result of a risk not required to be insured pursuant to the provisions of paragraph 23 (a) hereof, or (c) the Demised Premises shall be damaged to the extent of twenty percent (20%) or more of the cost of replacement thereof during the last two (2) years of the Lease Term, or (d) the buildings constituting the Business Center shall be damaged to the extent of fifty (50%) or more of the cost of replacement thereof, whether or not the Demised Premises shall be damaged, then or in any such events, Landlord may elect either to repair the damage as aforesaid, or to cancel this Lease by written notice of cancellation given to Tenant within ninety (90) days after the date of such occurrence, and thereupon this Lease shall cease and terminate with the same force and effect as though the date set forth in the Landlord's said notice were the date herein fixed for the expiration of the Lease Term; and Tenant shall vacate and surrender the Demised Premises to Landlord. Upon the termination of this Lease, as aforesaid, Tenant's liability for the rents and other charges reserved hereunder shall cease as of the date of such damage or destruction and Landlord shall make an equitable refund of any rents and other charges paid by Tenant in advance and not earned. If there is a destruction, as set forth in subdivision (c) of this Paragraph, Tenant shall have a like option to terminate, but under subdivision (c) Tenant shall give notice thereof before Landlord commences repair or restoration,and in any event such notice shall be given within thirty (30) days after such destruction. Unless this Lease is terminate by Landlord or Tenant, as aforesaid, this Lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary, and Tenant shall repair, restore or replace Tenant's trade and lighting fixtures, decorations, signs and contents in the Demised Premises in a manner and to at least a condition equal to that existing prior to their damage or destruction and the proceeds of all insurance carried by Tenant on said property shall be held by Tenant for the purposes of such repair, restoration or replacement. If by reason of such fire or other casualty the Demised Premises is rendered wholly untenantable, the Rent shall be fully abated, or if only partially damaged, such rent shall be abated proportionately as to that portion of the Demised Premises rendered untenantable, (in either event) unless Landlord shall elect to terminate this Lease, as aforesaid until fifteen (15) days after notice by Landlord to Tenant that the Demised Premises have been substantially repaired and restored or until Tenant's business operations are restored in the entire Demised Premises, whichever shall occur sooner. Tenant shall continue the operation of Tenant's business in the Demised Premises or any part thereof not so damaged during any such period to the extent reasonably practicable from the standpoint of prudent business management. Tenant shall not be entitled to and hereby waives all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Demised Premises and/or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. The provisions of any statute or other law which may be in effect at the time of the occurrence of any such damage or destruction, under which a Lease is automatically terminated or a Tenant is given the right to terminate a Lease upon the occurrence of any such damage or destruction, are hereby expressly waived by Tenant.

27. **Bankruptcy - Insolvency.** If at any time after the Date of Lease (whether prior to the Commencement Date of or during the Lease Term): (a) any proceedings in bankruptcy, insolvency or reorganization shall be instituted against Tenant pursuant to any Federal or State law now or hereafter enacted, or any receiver or trustee shall be appointed for all or any portion of Tenant's business property, or any execution or attachment shall issue against Tenant or Tenant's business or property or against the leasehold estate created hereby and any of such proceedings, process or appointment be not discharged and dismissed within thirty (30) days from the date of such filing, appointment or issuance; or (b) Tenant shall be adjudged a bankrupt or insolvent, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall file a voluntary petition in bankruptcy or petitions for (or enters into) an arrangement or for reorganization, composition or any other arrangement with Tenant's creditors under any Federal or State law now or hereafter enacted, or this Lease or the estate of Tenant herein shall pay to or devolve upon, by operation of law or otherwise, anyone other than Tenant (except as herein provided), the occurrence of any one of such contingencies shall be deemed to constitute and shall be construed as a repudiation by Tenant of Tenant's obligations hereunder and shall cause this Lease ipso facto to be cancelled and terminated, without thereby releasing Tenant; and upon such termination Landlord shall have the immediate right to re-enter the Demised Premises and to remove all persons and property therefrom and this Lease shall not be treated as an asset of the Tenant's estate and neither the Tenant nor anyone claiming by, through or under Tenant by virtue of any law or any order of any court shall be entitled to the possession of the Demised Premises or to remain in the possession thereof. Upon the termination of this Lease, as aforesaid, Landlord shall have the right to retain as partial damages, and not as a penalty, any prepaid rents and the Security Deposit hereunder and Landlord shall also be entitled to exercise such rights and remedies to recover from Tenant as damages such amounts

as are specified in Paragraph 28 hereof, unless any statute or rule of law governing the proceedings in which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case Landlord shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. As used in this Paragraph 27, the term "Tenant" shall be deemed to include and shall apply to Tenant and its successors, permitted sublessees and assigns.

28. **Default:** (a) If this Lease be assigned or the Demised Premises be sublet, either voluntarily or by operation of law, except as herein expressly provided, or if Tenant shall fail (i) to pay, when due, any rental, charge or other sum payable hereunder; or (ii) to keep, observe or perform any of the other terms, covenants and conditions herein to be kept, observed and performed by Tenant for more than ten (10) days after written notice shall have been given to Tenant specifying the nature of such default, or if said default so specified (other than a default under subdivision (h) hereof) shall be of such nature that the same cannot be reasonably cured or remedied within said ten (10) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such ten (10) day period and shall not thereafter continuously and diligently proceed therewith to completion; then and in any one or more of such events (herein referred to as an "Event of Default") Landlord shall have the immediate right to re-enter the Demised Premises, either by summary proceedings, by force or otherwise and to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein or, at Landlord's election, to store such property in a public warehouse or elsewhere at the cost and for the account of Tenant, all without service of any notice of intention to re-enter with or without resort to legal process (which Tenant hereby expressly waives) and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Upon any default in the payment of any rental, charge or other sum payable hereunder, Tenant shall pay to Landlord as and for liquidated damages for Landlord's administrative expenses the sum of TEN DOLLARS ($10.00) for each day that said payment or payments are late. Upon the occurrence of any such Event of Default, Landlord shall also have the right, at its option, in addition to and not in limitation of any other right or remedy, to terminate this Lease by giving Tenant a written three (3) days' notice of cancellation and upon the expiration of said three (3) days, this Lease and the Lease Term hereof shall end and expire as fully and completely as if the date of expiration of such three (3) day period were the date herein definitely fixed for the end and expiration of this Lease and Term hereof and thereupon, unless Landlord shall have theretofore elected to re-enter the Demised Premises, Landlord shall have the immediate right of re-entry, in the manner aforesaid, and tenant and all other occupant shall quit and surrender the Demised Premises to Landlord, but Tenant shall remain liable as hereinafter mentioned. However, if Tenant shall default (x) in the payment of any rental or other sum or charge payable hereunder and any such default shall continue or be repeated for two (2) consecutive months, or for a total of four (4) months in any period of twelve (12) months, or (y) in the performance of any other covenant of this Lease more than one (1) time, during the Lease, in any term then, notwithstanding that such defaults shall have been cured within the period after notice as above provided, any further similar default shall be deemed to be deliberate and Landlord thereafter may serve said written three (3) day notice of termination without affording to Tenant an additional notice of default or opportunity to cure such default. (b) If by reason of the occurrence of any such Event of Default, the Lease Term shall end before the date thereof originally fixed herein, or Landlord shall re-enter the Demised Premises, or Tenant shall be ejected, dispossessed, or removed therefrom by summary proceedings or in any other manner, whether or not specifically enumerated in this Lease, or if the Demised Premises become vacant, deserted or abandoned, Landlord at any time thereafter may relet the Demised Premises, or any part of parts thereof, either in the name of the Landlord or as agent for Tenant, for a term or terms which may, at Landlord's option, be less or exceed the period of the remainder of the Lease Term hereof or which otherwise would have constituted the balance of the Lease Term. Landlord shall receive the rents from such reletting and shall apply the same first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second to the payment of such expenses as Landlord may have incurred in connection with re-entering, ejecting, removing, dispossessing, reletting, altering, repairing, redecorating, subdividing, or otherwise preparing the Demised Premises for reletting, including brokerage and reasonable attorneys' fees; and the residue, if any, Landlord shall apply to the fulfillment of the terms, covenants and conditions of Tenant hereunder and Tenant hereby waives all claims to the surplus, if any. Tenant shall be and hereby agrees to be liable for and to pay Landlord any deficiency between the rent and other charges reserved herein and the net rentals, as aforesaid, of reletting, if any, for each month of the period which otherwise would have been constituted the balance of the Lease Term. Tenant hereby agrees to pay such deficiency in monthly installments on the rent days specified in this Lease, and any suit or proceeding brought to collect the deficiency for any month, either during the Lease Term or after any termination thereof, shall not prejudice or preclude in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar suit or proceeding. Landlord is hereby authorized and empowered to make such repairs, alterations, decorations, subdivisions or other preparations for the reletting of the Demised Premises as Landlord shall deem fit, advisable and necessary, without in any way releasing Tenant from any liability hereunder, as aforesaid. (c) No such re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. (d) In the event

this Lease is terminated pursuant to the foregoing provisions of this Paragraph 28 or terminates pursuant to the provisions of Paragraph 27 hereof, Landlord may recover from Tenant all damages it may sustain by reason of Tenant's default, including the cost of recovering the Demised Premises and reasonable attorneys' fees and upon so electing and in lieu of the damages that may be recoverable under subdivision (b) above (measured by the monthly deficiency, if any) shall be entitled to recover from Tenant, as and for liquidated damages, and not as a penalty, an amount equal to the difference between the rent and other charges reserved hereunder for the period which otherwise would have constituted the balance of the Lease Term and the rental value of the Demised Premises at the time of such election, for such period, both discounted at the rate of four percent (4%) per annum to present worth, all of which shall immediately be due and payable by Tenant to Landlord. In determining the rental value of the Demised Premises the rental realized by any reletting, if such reletting be accomplished by Landlord within a reasonable time after the termination of this Lease, shall be deemed prima facie to be the rental value. Nothing herein contained, however, shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which such damages are to be proved, whether or not such amount be greater, equal to, or less than the amounts referred to in subdivision (d) of this Paragraph 28. (e) The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant created hereby, the Tenant's use or occupancy of the Demised Premises, and/or any claim for injury or damage. In the event Landlord commences any action or proceeding for non-payment of rent or other charges due hereunder, Tenant agrees not to interpose any counterclaim of any nature or description in any such action or proceeding. The foregoing, however, shall not be construed as a waiver of Tenant's right to assert such claim in a separate action or proceeding instituted by Tenant. (f) Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant shall be evicted or dispossessed from the Demised Premises for any cause, or Landlord re-enters the Demised Premises following the occurrence of any Event of Default hereunder, or this Lease is terminated before the expiration date thereof originally fixed herein. (g) In the event of any breach or threatened breach by Landlord or Tenant of any of the terms and provisions of this Lease, Landlord and Tenant shall have the right to injunctive relief and/or declaratory relief as if no other remedies were provided herein for such breach. (h) The rights and remedies herein reserved by or granted to Landlord and Tenant are distinct, separate and cumulative, and the exercise of any one of them shall not be deemed to preclude, waive or prejudice Landlord's or Tenant's right to exercise any or all others. (i) Landlord and Tenant hereby expressly waive any rights to assert a defense based on merger and agree that neither the commencement of any action or proceeding, nor the settlement thereof nor the entry of judgment therein shall bar Landlord or Tenant from bringing any subsequent actions or proceedings from time to time. (j) Wherever in this Lease the Landlord has reserved or is granted the right of "re-entry" into the Demised Premises the use of such word is not intended, nor shall it be construed, to be limited to its technical legal meaning. (k) Nothing contained in this Paragraph 28 shall be deemed or construed to require Landlord to give the notices herein provided for prior to the commencement of a summary proceeding for non-payment of rent or a plenary action for the recovery of rent on account of any default in the payment of rent, it being intended that any such notice or notices are for the sole and only purpose of creating a conditional limitation or a condition precedent hereunder pursuant to which this Lease shall terminate and Tenant shall become a holdover tenant.

29. **Landlord's Lien.** Landlord shall have a valid and subsisting lien for the payment of all rentals, charges and other sums to be paid by Tenant and reserved hereunder (including all costs and expenses incurred by landlord in recovering possession of the Demised Premises and the reletting thereof as provided under Paragraph 28 hereof, which shall be deemed to be rent) upon Tenant's goods, wares, equipment, signs, fixtures, furniture and other personal property situated on the Demised Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Upon the occurrence of an Event of Default by tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, signs, fixtures, furniture and other personal property of Tenant situated on the premises without liability for trespass or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale, at which Landlord or his assigns may purchase, and apply the proceeds thereof less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord. Any surplus shall be paid to Tenant, and Tenant agrees to pay any deficiency forthwith, after demand. Landlord, at its option may foreclose said lien in the manner provided by law. The lien herein granted to landlord shall be in addition to any Landlord's lien that may now or at any time hereafter be provided by law.

30. **Access to Premises.** Landlord and its authorized representatives shall have the right to enter upon the Demised Premises during all regular business hours for the purpose of inspecting or exhibiting the same to prospective purchasers, mortgagees and tenants.

31. **Subordination.** (a) Landlord and Tenant agree that, at Landlord's option, this

Lease be and the same hereby is made subject and subordinate at all times to all covenants, restrictions, easements and encumbrances now or hereafter affecting the fee title of the Business Center property and to all ground and underlying leases and mortgages or any other method of financing or refinancing in any amounts, and all advances thereon, which may now or hereafter be placed against or affect any or all of the land and/or the Demised Premises and/or any or all of the buildings and improvements now or at any time hereafter constituting a part of or adjoining the Business Center, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. The term "mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. The aforesaid provision shall be self-operative and no further instrument or subordination shall be necessary unless required by any such ground or underlying lessors or mortgagees. Should Landlord or any ground or underlying lessors or mortgagees desire confirmation of such subordination, the Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to such ground or underlying lessors or mortgagees) subordinating this Lease and the Tenant's rights hereunder. However, should any such ground or underlying lessors or any mortgagees request that this Lease be made superior, rather than subordinate, to any such ground or underlying lease and/or mortgage, then Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without any charge, any and all documents (in form acceptable to such ground or underlying lessors or mortgagees) effectuating such priority.

32. **Attornment.** Tenant agrees that in the event of a sale, transfer, or assignment of the Landlord's interest in the Business Center or any part thereof, including the Demised Premises, or in the event of any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord covering the Business Center or any part thereof, including the Demised Premises, or in the event of a cancellation or termination of any ground or underlying lease covering the Business Center or any part thereof, including the Demised Premises, to attorn to and to recognize such transferee, purchaser, ground or underlying lessor or mortgagee as Landlord under this Lease.

33. **Attorney-in-Fact.** In the event Tenant shall fail or refuse to execute and deliver to Landlord the documents that may be required to evidence the intent of Paragraph 4 and 31 hereof within ten (10) days after Landlord's written request therefor, and after Landlord shall have given to Tenant a further ten (10) day notice thereof, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver such instruments for and in the name of Tenant; and, in addition, Landlord may treat such failure on the part of Tenant as an "Event of Default" within the meaning of Paragraph 28 of this Lease.

34. **Quiet Enjoyment.** Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on the Tenant's part to be performed and observed hereunder, shall peaceably and quietly have, hold and enjoy the Demised Premises during the Lease Term hereof, subject, nevertheless, to the terms of this Lease, and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

35. **Unavoidable Delays.** The provisions of this Paragraph 35 shall be applicable if there shall occur, on and after the commencement date of the Lease Term, any strikes, lockouts or labor disputes, inability to obtain labor or materials or reasonable substitutes therefor or acts of God, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty or other conditions similar or dissimilar to those enumerated in this Paragraph beyond the reasonable control of the party obligated to perform. If Landlord or Tenant shall, as a result of any of the above-mentioned events, fail punctually to perform any obligation on its part to be performed under this Lease, then such failure shall be excused and not be a breach of this Lease by the party in question, but only to the extent and for the time occasioned by such event. Notwithstanding anything to the contrary herein contained, however, the provisions of this Paragraph 35 shall not be applicable to Tenant's obligation to pay, when due and payable, the Rent or any additional sums or charges; and in addition, lack of funds and inability to procure financing shall not be deemed to be an event beyond the reasonable control of Tenant. In the event of any unavoidable delay as in this Paragraph provided and as a condition precedent of Tenant claiming or relying upon such delay, Tenant shall give notice in writing of such event to Landlord within ten (10) days after the occurrence of the same.

36. **Surrender of Premises.** Upon the expiration or sooner termination of the Lease Term, Tenant agrees to quit and surrender the Demised Premises, broom-clean, in good condition and repair, reasonable use, wear and tear, natural deterioration and insured casualty excepted, together with all keys and combinations to locks, safes and vaults and all improvements, alterations, additions, lighting fixtures and equipment at any time made or installed in, upon or to the exterior of the Demised Premises, except personal property, signs and trade fixtures put in at Tenant's expense, all of which shall thereupon become the property of Landlord without any claim by Tenant therefor, but the surrender of such property to Landlord shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the Demised Premises, Tenant shall remove all of Tenant's said personal property,

signs and trade fixtures and, at Landlord's option, Tenant shall also remove any alterations, additions, fixtures, equipment and decorations at any time made or installed by Tenant in, upon or to the interior or exterior of the Demised Premises, and Tenant further agrees to repair any damage caused thereby. If Tenant shall fail to remove any of Tenant's said personal property and trade fixtures, said property shall, at the option of Landlord, either be deemed abandoned and become the exclusive property of Landlord, or Landlord shall have the right to remove and store said property, at the expense of Tenant, without further notice to or demand upon Tenant and hold Tenant responsible for any and all charges and expenses incurred by Tenant therefor. If the Demised Premises be not surrendered as and when aforesaid and after Landlord shall have given to Tenant a three (3) days notice to quit, Tenant shall indemnify Landlord against all loss or liability resulting from the delay by Tenant in so surrendering the same, including, without limitation, any claims made by any succeeding occupant founded on such delay. Tenant's obligation under this Paragraph shall survive the expiration or sooner termination of the Lease Term.

37. **Holding Over.** Should Tenant remain in possession of the Demised Premises after the expiration of the Lease Term without the execution of a new lease, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy from month-to-month terminable on thirty (30) days written notice be either party to the other, at a monthly rental equal to twice the sum of the monthly installment of Rent payable during the last month of the Lease Term. Tenant shall not interpose any counterclaim or counterclaims in a summary proceeding or other action based on holdover.

38. **Relationship of Parties.** Nothing contained in this Lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of Landlord and Tenant.

39. **No Waiver.** The failure of Landlord or Tenant to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy hereby reserved shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary the requirement for Landlord's consent or approval of any subsequent similar act by Tenant. The receipt by Landlord of rent or other charges with knowledge of a breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged. No payment by Tenant or receipt by Landlord of a lessor amount than the rents and/or other charges hereby reserved shall be deemed to be other than on account of the earliest rents and/or charges then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rents and/or other charges due or Landlord may pursue any other remedy in this Lease or by law provided, and no waiver by Landlord in favor of any other tenant or occupant of the Business Center shall constitute a waiver in favor of the Tenant herein.

40. **Notices.** Every notice, demand, request or other communications which may be or is required to be given under this Lease or by law shall be in writing and shall be personally delivered to the other party or shall be sent by United States Certified or Registered Mail, postage prepaid, return receipt requested, and shall be addressed: (a) if to Landlord, to the Landlord's Mailing Address, and (b) if to Tenant, to Tenant's Mailing Address; and the same shall be deemed delivered when deposited in the United States Mail. Either party may designate, by similar written notice to the other party, any other address for such purposes. Each of the parties hereto waive personal or any other service than as provided for in this Paragraph. Notwithstanding the foregoing, either party hereto may give the other party telegraphic notice of the need of emergency repairs. Any notice shall be deemed delivered when placed in the U.S. mail or when personally delivered.

41. **Recording.** Tenant agrees not to record this Lease or any memorandum thereof without the prior written consent of Landlord.

42. **Partial Invalidity.** If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held void or invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held void or invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

43. **Provisions Binding.** Except as otherwise expressly provided in this Lease, all covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound,

jointly and severally, by the provisions of this Lease.

44. **Entire Agreement, Etc.** (a) This Lease, including the Exhibits, if any attached hereto, sets forth the entire agreement between the parties. (b) All prior conversations or writings between the parties hereto or their representatives are merged herein and extinguished. (c) This Lease shall not be modified except by a writing subscribed to by the party to be charged, nor may this Lease be cancelled by Tenant or the Demised Premises surrendered except with the written express authorization of Landlord, unless otherwise specifically provided herein. (d) The submission by Landlord to Tenant of this Lease in draft form shall be deemed submitted solely for Tenant's consideration and not for acceptance and execution. Such submissions shall have no binding force and effect, shall not constitute an option for the leasing of the premises herein described, and shall not confer any rights or impose any obligations upon either party. The submission by Landlord of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to Landlord shall similarly have no binding force and effect unless and until Landlord shall have executed this Lease and a counterpart thereof shall have been delivered to Tenant. (e) If any provisions contained in any Exhibit hereto is inconsistent or in conflict with any provision of this Lease, the provision contained in such Exhibit shall supersede said provision and shall be paramount and superior. (f) The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any Paragraph, nor in any way affect this Lease.

45. **Corporate Tenant.** If Tenant is or will be a corporation, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the State of Wyoming (a copy of evidence thereof to be supplied to Landlord upon request); and that the persons executing this Lease on behalf of Tenant is an officer or are officers of such Tenant, and that he or they as such officers are duly authorized to sign and execute this Lease (a copy of a resolution of the same to be supplied to Landlord upon request). Tenant shall also execute and file a Resident Agents Certificate with the office having jurisdiction thereof in the State of Wyoming, within thirty (30) days after the execution and delivery of this Lease; and a copy of such certificate shall be delivered to Landlord upon request.

46. **Toxic or Hazardous Waste, Substances or Pollutants.** Lessee shall not store in or bring or release onto the Demised Premises any toxic or hazardous waste or substances or pollutants. In the event any such waste or substances or pollutants are for any reason found on the Demised Premises, notwithstanding such prohibition, whether or not due to Lessee or any third parties, they shall be immediately removed from the Demised Premises by Lessee. Lessee shall be responsible for all costs of removal, transportation, investigation, testing, disposal and cleanup of such waste or substances or pollutants and shall indemnify and hold Lessor harmless therefrom and from costs of any investigation, removal, transportation, disposal, testing, removal or cleanup or protective or corrective measures, and for any damages incurred by third parties or by Lessor as a result of such waste or substances or pollutants, including but not limited to loss of rents or profits and inability to rent or sell, and whether based on common law or statutory or regulatory provisions. Lessee shall make no use of the Demised Premises which produces any toxic or hazardous waste, substances or pollutants. If Lessor shall, for any reason, be required to expend any funds for removal, transportation, disposal, testing, investigation or cleanup of such waste substances or pollutants, or for protective or remedial or corrective measures, or shall be fined or otherwise penalized by any authority or shall otherwise bear any expense or suffer any damage or loss due to such waste substances or pollutants, then Lessee shall reimburse and compensate Lessor for same to the fullest extent, including for any court costs, attorney's fees, or other charges, with interest at 18% per annum. **If Lessee is not an individual, then the person or persons executing this Lease for Lessee shall be jointly and severally liable with Lessee's covenants and liability hereunder.**

IN WITNESS WHEREOF, the parties hereto have respectively signed and sealed this Lease as of the Date of Lease above written.

LANDLORD:

SIXTY LAST LLC, a Wyoming Limited Liability Company

By: _____

Frederic Herman, Manager

TENANT:

HERO PRIMO LLC

by _____

Ryan M. Kiser, Owner

_____

Location:
207 S. 3rd St
Laramie, WY

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

July 22, 2016

Re: Hero Primo LLC

To Whom It May Concern:

Hero Primo LLC has an open checking with First Interstate Bank. The account has been open and active since 2014. The account is in good standing with First Interstate Bank. Please contact me with any questions.

Sincerely,

Jake Felton
Cash Management/Consumer Loans
(307)721-4617
221 Ivinson St
Laramie WY 82070

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVCIES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 6731

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

Issued to:

EXPIRATION DATE: 8/3/2017

8 BYTES GAME CAFE
207 S 3RD ST
LARAMIE, WY 82070

RYAN KISER
HERO PRIMO LLC
207 S 3RD ST
LARAMIE, WY 82070

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

BREAKFAST

All dishes served with your choice of breakfast potatoes (O'Brian for $0.50), bacon/sausage/ham, a cup of fruit, or toast. (White, wheat, and gluten-free bread available.)

Pac-Man Pancakes: A breakfast as classic as this beloved icon, a stack of our delicious house pancakes. $5.75

Tetris Breakfast Burrito: A flour tortilla stuffed with scrambled eggs, potatoes O'Brian, your choice of ham, bacon, or sausage. Topped with cheddar cheese and smothered in green chili. $6.50

Red Falcon Biscuits & Gravy: A Contra favorite, open-face biscuits served with sausage gravy. $4.75

Zangief's Steak & Eggs: A hearty breakfast of sirloin steak and two eggs cooked to order. $11.75

Klassic Kombo: Two eggs cooked to order with your choice of ham, bacon, or sausage. $5.75

Galaxian Fry Bread: Eggs cooked to order on warm fried bread, smothered in green chili. $6.50

Choose Your Destiny: Can't decide? Choose any three bonus items for a special plate filled with your favorite sides. $5.75

Trainer's Breakfast: Catching Pokemon is hard work! Start the day with a breakfast sandwich stacked with eggs and your choice of meat and cheese. $6.25

- Ham — American
- Sausage — Swiss
- Bacon — Cheddar
- Avocado

TMNT French Toast $6.25

Splinter: Classic French toast plate served with powdered sugar and maple syrup.

Donnie: French toast plate topped with Nutella.

Raph: French toast plate topped with fresh Strawberries and whipped cream.

Leo: French toast plate topped with fresh blueberries and whipped cream.

Mikey: French toast plate topped with peanut butter and bananas.

*Heroes in a Half Order

Omelettes

*Egg white omelettes available for an additional $0.75.

Tri-Force Omelette: Three egg omelette with cheddar, Swiss, and American cheese. $6.25

Kanto Omelette: Three egg omelette stuffed with ham, cheddar, onions, and peppers. $6.25

Zebes Grilled Cheese: Samus' hometown classic with cheddar, American, tomato, and avocado. $5.75

Slick & Slam: Q*bert's sidekick sandwich (don't worry we won't turn it black) with ham and your choice of cheese. $6.50

Multi-ball BLT: Classic bacon, lettuce, and tomato. $5.75 *Add your choice of cheese for $1.00.*

Cornelia (Philly) Cheese Steak: Sirloin steak with grilled onions, peppers, and your choice of cheese. $7.25 "This is Cornelia, the city of dreams."

*Q*bert's Turkey Stacker:* A club sandwich with turkey breast, bacon, Swiss, lettuce, and tomatoes. $6.75

Galaga Fried Taco: Beef, chicken, or avocado served on fried bread with cheese, lettuce, jalapeno, tomato, onion, and sour cream. $6.75 *Add guacamole for $1.00 or smother with chili for $1.50*

Frogger's Veggie Delight: Fresh peppers, cucumbers, and onions with avocado, lettuce, tomato, and your choice of cheese. Served with garlic aioli. $5.75

Mr. Hot Dog's Gourmet Dogs

All American: The original hot dog. $5

Plumber Bros. Chili Dog: Classic dog with your choice of red or green chili. $6.25

Chicago: Classic dog with pickle relish, onions, tomato, and mustard. $5.50

Mac & Cheese: Classic dog topped with home-made mac & cheese. $6.25

Cuban: Classic dog topped with ham, Swiss, pickles, and mustard. $5.75

Bacon Cheddar BBQ: Classic dog topped with cheddar cheese, crumbled bacon, and BBQ sauce. $6

Peter Pepper's Burgers

All burgers come on your choice of cheese (American, Cheddar, Swiss), lettuce, tomatoes, onion, and pickles on the side.

Add any of the following for an additional $1.00: bacon, avocado, onion ring, fried egg, jalapenos, sauerkraut, mushrooms, sautéed peppers & onions, extra patty ($1.50).

*All patties can be substituted with chicken breast or black bean patty.**

Kirby's Classic Build Your Own: Standard 1/3 lb. beef patty served with your choice of cheese. $5.75

Plumber Bros. Chili Burger: 1/3 lb. beef patty served with your choice of cheese and chili (red or green). $6.75

Belmont Burger: 1/3 lb. beef patty topped with a fried egg and bacon. $7.25

Animal Crossing: 1/3 lb. beef patty stacked high with ham, turkey, cheddar, and Swiss. $7.25

Popo & Nana's Avalanche Nachos: Tortilla chips piled high with ground beef or chicken, cheddar cheese, tomatoes, onions, jalapenos, guacamole, and sour cream. $6.75

DESSERT

Chi Chi's Bread Pudding: Warm bread pudding served with Nutella Crème Anglaise. $5.25

Poke Puffs: Profiteroles stuffed with Bavarian cream. $5.25

DK's Fosters: Bananas flambé with brown sugar, butter, and rum, served over vanilla ice cream. $4.75

Space Invaders Sopapilla: Cinnamon & sugar coated fried pastry served with honey brown sugar butter. $3.75

Scoop of vanilla ice cream

CITY OF LARAMIE COUNCIL REGULAR MEETING September 6, 2016

Agenda Item: Licensing

Title: Vehicle For Hire License Application

Recommended Council MOTION:

That Council approve a Vehicle For Hire License to Triplets, LLC, (Owner: Joseph Anes), 1856 Harrison St #B1, Laramie, Wyoming, for the period of September 6, 2016 to December 31, 2016.

Administrative or Policy Goal:

To conform to the UDC & the Laramie Municipal Code.

Background:

Triplets, LLC, (Owner: Joseph Anes) has filed an application for a Vehicle For Hire License. The business is a taxicab service.

The application was filed July 25, 2016; the application and required documents are complete. Per Municipal Code, a taxi license shall expire on December 31st of each year, and may be renewed annually by the City Council upon the application of the licensee.

The Police Department and the Community Development Division have reviewed this application and recommend approval.

Legal/Statutory Authority:

To meet requirements of the UDC and Laramie Municipal Code.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$10.00	License Fee
Grants for Projects		
Loans on Project		
Other		
Total	$10.00	

EXPENSE

None

Responsible Staff: City Clerk

TO: CITY CLERK
CITY OF LARAMIE
P.O. BOX C
LARAMIE, WY 82073

City Clerk Use Only
Fee Paid: $ _____
Receipt No. _____
License No. _____

City of Laramie
Vehicle for Hire Application
$10.00 fee
New License ☒ **Renewal** ☐

For the license term from: 08/01/16 **through** 08/01/26

1. Applicant: Joseph, Anes
2. Business Name (dba): Laramie Taxi
3. Corporate Name: TRiPlets L.L.C.,
4. Business Phone Number: (561) 530-8646
5. State the name of the person and in the case of a firm or corporation, the names of the persons composing such firm or the officers of such corporation:

6. Premise Address: 1856 Harrison street #B1 Laramie Wyoming, 82070

7. Mailing Address (if different from above):

8. The amount of capital proposed to be used: $ 10,000

9. Have you complied with LMC 5.68 during the previous license term:
☐ Yes ☐ No ☒ N/A

10. Have you provided the City with an Indemnification Agreement: X Yes No

LMC 5.68 Vehicles for Hire.

Other documentation required for issuance of a license for Vehicle for Hire:

A. Previous Experience, if any;
B. Number of vehicles to be employed, together with the name of the manufacturer, the year, and body model;
C. List of drivers: name, driver's license # and state, social security #, date of birth, residential address;
D. Schedule of current rates;
E. Auto Insurance Contract, including the insurer's agreement to provide 30 day's notice of intended cancellation to the City Manager;
F. Annual Fee of $10.00 (check – payable to City of Laramie).

Under penalty of perjury, and the possibility of cancellation of the license, I swear the above stated facts, are true and accurate. And I agree to comply with all City of Laramie, Wyoming and State of Wyoming laws. Dated this 25 day of Jul., 2016

Signature of Applicant

Police Department After review of this application, I make the following recommendations:
See attached Email

Police Chief/Division Commander

City Clerk After review of this application, I make the following finding(s):

City Clerk

City Manager After review of this application, I make the following recommendation(s):
Approval
David M Derrogan Asst City Manager

CITY OF LARAMIE COUNCIL REGULAR MEETING September 6, 2016

Agenda Item: Bid Award

Title: Bid Award for the Banner Road Sanitary Sewer Outfall Project

Recommended Council MOTION:

"I move to award the bid for the Banner Road Sanitary Sewer Outfall Project to Simon Contractors of Cheyenne, WY in the amount not to exceed $2,024,804.10, with a contingency of $300,000, to approve the contract therefore, and authorize the Mayor and City Clerk to sign and to authorize the necessary budget revisions."

Administrative or Policy Goal:

Administrative Goal: Maintain City-wide Infrastructure Improvement Program as adopted in the 2015 Water Master Plan and Long Range Financial Plans for water, sewer, and storm drainage improvements.

Background:

Previous sanitary sewer capacity studies indicate that long term growth would be hampered by the inability to serve West Laramie due to the lack of capacity in the existing sanitary sewer collection system. The Banner Road Sanitary Sewer Outfall Project provides improvements to increase the sewer capacity in the collection system draining to the wastewater treatment facility. This project runs from just north of Curtis Street, northerly along Banner Road, to the wastewater plant.

The project was advertised and bid according to the City's Purchasing Policies. Bids were opened on August 16, 2016. The City received bids as follows:

Contractor	Base Bid	Alternate #1
Simon Contractors	$2,024,804.10	$684,779.10

The alternate bid item was for an alternative sanitary sewer pipe material. The alternate bid item is not being recommended for award as it would raise the contract amount and the proposed pipe material is not the City's standard.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

The Engineer's Estimate for this project was $1,929,645. With a base bid of $2,024,804.10, the base bid is within rough 5% of the Engineer's Estimate. However, a budget revision will still be necessary to cover the contingency on the project. We propose to utilize all remaining SPT Funds (est. $229,835.00), plus we will need $206,628.00 in funds from the Wastewater Fund reserve account, mostly to cover contingency. If the project goes as well as planned we will need to use very little of the reserve funds and they can be returned to the budget. We are also requesting $106,628.00 in funding from the Water Fund Reserves to allow for the potential water line looping. The water line looping would allow for safer construction and provide water system redundancy in north Laramie.

REVENUE

Fees/Charges for Service	$612,000.00	WWF Enterprise Fund Revenue
Grants for Projects	$612,000.00	SLIB MRG
Loans on Project	$856,000.00	SLIB CWSRF
Other	$229,835.00	SPT Funds
Total	$2,309,835.00	

EXPENSE

Proposed Project Cost

Project Budget		Amount	Funds
Project Cost		$2,024,810.00	Base Bid
Loans on Project			
Grants for Project			
Other/Outside Projects			
City's Amount		$2,024,810.00	
Contingency	0%	$300,000.00	
Total Amount		$2,324,810.00	

Amount Spent to Date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	$2,309,835.00	Page 151; Enterprise Fund Biennial Budget
Less Amount Spent to Date	$291,653.00	Trihydro design contract
Remainder of Budget	$2,018,182.00	

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

Expenditures	Amount	Fund
Proposed Expenditure	$2,324,810.00	Base Bid plus contingency
Current Budget	$2,018,182.00	
Additional Amount Requested	$306,628.00	WWF Reserves ($200,000) and WF Reserves ($106,628)
Total Proposed Budget	$2,324,810.00	

Responsible Staff:

Earl Smith, P.E., Director of Public Works
Eric Jaap, P.E., City Engineer
Cal Van Zee, Utilities Division Manager

Attachments:

Bid Tabulation
Bid Recommendation
Construction Contract

CITY OF LARAMIE BID OPENING

Name of Bid Item: Banner Road Sanitary Sewer Outfall Project

Department: Utility Division

Date of Opening: August 16, 2016

Staff Present: LaDene Culver, Cindy Williams

Name of Bidder Simon Contractors

Address 1465 N 4th St., Suite 120

City, State, Zip Laramie, WY 82072

Bid Bond 5% **or Cashier's Check $** _____ **Add 1X Add 2X**

Total Bid Amount $ **2,024,804.10**

Bid Alternate Price $ **684,779.10**

Name of Bidder _____

Address _____

City, State, Zip _____

Bid Bond ____ **or Cashier's Check $** _____ **Add 1** ☐ **Add 2** ☐

Total Bid Amount $ _____

Bid Alternate Price $ _____

Name of Bidder _____

Address _____

City, State, Zip _____

Bid Bond ____ **or Cashier's Check $** _____ **Add 1** ☐ **Add 2** ☐

Total Bid Amount $ _____

Bid Alternate Price $ _____

August 19, 2016

Mr. Jason Moore
Project Manager
City of Laramie
P.O. Box C
Laramie, WY 82073

RE: City of Laramie Banner Road Sanitary Sewer Outfall Project – Bid Award Recommendation

Dear Mr. Moore:

Trihydro Corporation (Trihydro) has evaluated the bids submitted on Tuesday, August 16, 2016 for the Banner Road Sanitary Sewer Outfall Project. One bid was submitted by a contractor who attended the mandatory pre-bid conference held August 2, 2016 as shown in Table 1 and summarized below:

1. Simon Contractors
   a. Base Bid $2,024,804.10
   b. Alternate Bid $684,779.10

The low bid was submitted by Simon Contractors in the amount of **$2,024,804.10** for the Base Bid. The Alternate Bid provides a total project cost of $2,093,699.20. Simon Contractors appears to be responsive to the bid requirements and no quantitative errors were noted in the bid. Bid items with large discrepancies with the Engineer's Estimate were discussed with the Contractor on August 19, 2016 to understand work included in each of the bid items. Trihydro recommends that the City of Laramie award the Banner Road Sanitary Sewer Outfall Project to the lowest qualified bidder, Simon Contractors, in the amount of $2,024,804.10, subject to approval by the Laramie City Council and based on the availability of adequate funding.

If you have any questions or concerns regarding this contract award recommendation, please feel free to contact me at (307) 745-7474.

Sincerely,
Trihydro Corporation

Michelle L.D. Sell, P.E.
Project Manager

415-006-003

Attachment

TABLE 1. BID EVALUATION
BANNER ROAD SANITARY SEWER OUTFALL PROJECT, LARAMIE, WYOMING

				Engineer's Estimate		Simon Contractors		Simon Contractors - Add Alternate No. 1	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	ITEM SUBTOTAL	UNIT PRICE	ITEM SUBTOTAL	UNIT PRICE	ITEM SUBTOTAL
1	MOBILIZATION, DEMOBILIZATION AND GENERAL CONTRACT REQUIREMENTS	LS	LUMP SUM	$209,119	$209,119	$302,500.00	$302,500.00		
2	TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM	$69,706	$69,706	$325,000.00	$325,000.00		
3	STORM WATER PERMIT AND EROSION CONTROL	LS	LUMP SUM	$5,000	$5,000	$20,000.00	$20,000.00		
4	INSTALL SANITARY SEWER MANHOLE (6' Ø, 10' TO 17' DEEP)	EA	10	$8,000	$80,000	$11,500.00	$115,000.00		
5	INSTALL SANITARY SEWER MANHOLE (6' Ø, 17' TO 20' DEEP)	EA	3	$9,500	$28,500	$13,750.00	$41,250.00		
6	INSTALL SANITARY SEWER MANHOLE (6' Ø DROP MANHOLE)	EA	3	$16,000	$48,000	$14,000.00	$42,000.00		
7	INSTALL SANITARY SEWER MANHOLE (4' Ø)	EA	2	$6,900	$13,800	$8,900.00	$17,800.00		
8	INSTALL SANITARY SEWER MANHOLE (4' Ø DROP MANHOLE)	EA	1	$13,100	$13,100	$10,000.00	$10,000.00		
9	REMOVE EXISTING MANHOLE	EA	12	$3,100	$37,200	$1,430.00	$17,160.00		
10	INSTALL SANITARY SEWER PIPE (24" Ø SDR 35 PVC)	LF	3,865	$200	$773,000	$158.00	$610,670.00	$175.74	$679,235.10
11	INSTALL SANITARY SEWER PIPE (8" Ø SDR 35 PVC)	LF	66	$88	$5,808	$79.00	$5,214.00	$84.00	$5,544.00
12	FIRE HYDRANT AND VALVE ASSEMBLY	EA	1	$7,825	$7,825	$7,940.00	$7,940.00		
13	DEWATERING	DAYS	110	$750	$82,500	$2,450.00	$269,500.00		
14	BYPASS PUMPING	DAYS	10	$1,600	$16,000	$1.00	$10.00		
15	PLACEMENT OF PLANT MIX BITUMINOUS PATCH	SY	2,169	$50	$108,450	$48.50	$105,196.50		
16	GRAVEL SURFACE RESTORATION	CY	466	$65	$30,290	$57.00	$26,562.00		
17	REMOVAL AND HAUL OF EXISTING PAVEMENT	CY	234	$47	$10,998	$90.00	$21,060.00		
18	REMOVAL AND HAUL OF EXISTING BASE AND SUBBASE MATERIAL	CY	382	$33	$12,606	$10.00	$3,820.00		
19	PLACEMENT OF BASE AND SUBBASE MATERIAL FOR PATCHES	CY	719	$49	$35,231	$43.00	$30,917.00		
20	PLACEMENT OF BASE AND SUBBASE MATERIAL BENEATH FLATWORK	CY	15	$177	$2,655	$145.94	$2,189.10		
21	REMOVE CONCRETE CURB AND GUTTER	LF	849	$29	$24,621	$6.00	$5,094.00		
22	INSTALL CONCRETE CURB AND GUTTER	LF	849	$57	$48,393	$31.50	$26,743.50		
23	REMOVE CONCRETE FLATWORK	SY	83	$51	$4,233	$54.00	$4,482.00		
24	INSTALL CONCRETE FLATWORK	SY	83	$99	$8,217	$112.00	$9,296.00		
25	REMOVE AND REPLACE INDUSTRIAL FENCE	LF	45	$60	$2,700	$120.00	$5,400.00		
				SUBTOTAL	$1,677,952		$2,024,804.10		$684,779.10
				15% CONTINGENCY	$251,693				
				TOTAL	$1,929,645		$2,024,804.10		$684,779.10

CONSTRUCTION CONTRACT
BETWEEN
CITY OF LARAMIE, WYOMING
AND
SIMON CONTRACTORS

1. Parties. This Contract is entered into this _____ day of _____, 20___ by and between City of Laramie, Wyoming, (hereinafter referred to as "City"), whose address is 406 Ivinson Street, Laramie, Wyoming 82072, and Simon Contractors (hereinafter referred to as "Contractor"), whose address is 1465 N 4th St, Suite 120, Laramie, WY, 82070. City and Contractor agree to the terms set forth in this document.

2. Purpose of Contract. Contractor shall provide all labor, supervision, materials, equipment, all incidentals, related items and appurtenances, and performing all operations necessary to complete the installation of a sanitary sewer outfall line in Banner Road from Curtis Street to the manhole just upstream of the West Laramie Lift Station in accordance with the Advertisement to Bid (hereinafter referred to as "ATB") documents dated July 20, 2016 labeled as BANNER ROAD SANITARY SEWER OUTFALL PROJECT which is marked Attachment A and attached hereto and incorporated herein.

3. Term of Contract.

A. Time of Commencement and Substantial Completion.

(i) The work under this Contract shall commence within TEN (10) calendar days of receipt of Notice to Proceed and will be substantially complete within ONE HUNDRED THIRTY (130) calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment within ONE HUNDRED FIFTY (150) calendar days after the date when the Contract Time commences to run.

(ii) Performance under this Contract shall not begin prior to the date upon which the last required signature is affixed to this Contract or the date of the Contractor's receipt of a Notice to Proceed, whichever occurs later.

(iii) Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the use of additional contract time, will in no way operate as a waiver on the part of City of any of its rights under the Contract.

4. Payment.

A. Contract Sum.

(i) City agrees to pay Contractor for the services described herein. The total payment under this Contract shall not exceed two million twenty-four thousand eight hundred four dollars

and 10/100 ($2,024,804.10). No payment shall be made for work performed prior to the date upon which the last required signature is affixed to this Contract or the date of the Contractor's receipt of a Notice to Proceed, whichever occurs later.

(ii) Additional Notices to Proceed shall be issued corresponding to any respective Contract Amendments.

(iii) Pursuant to Wyo. Stat. §16-6-602, City shall pay interest beginning the forty-sixth day at the rate of one and one-half percent (1 ½%) per month on the unpaid balance of the progress payment until the account is paid in full, unless a good faith dispute exists as to City's obligation to pay all or a portion of the account.

B. <u>Progress Payments.</u>

(i) Contractor may submit monthly invoices for progress payment. Materials included on each invoice must either be installed or stored on site, additionally, any fees for labor must be performed prior to the submission of the invoice. No advance payment for materials or services may be requested. So long as the Contractor is satisfactorily progressing in performance of this contract, and it has been verified that all materialmen, subcontractors, and laborers have been paid for completed work through the date of the most recent previous progress payment, City may make monthly progress payments on the contract sum to the Contractor. Pursuant to Wyo. Stat. §16-6-702, City shall withhold ten percent (10%) of the calculated value of any work completed until one hundred percent (100%) of the work required by the contract has been performed. The withheld percentage of the contract price shall be retained in an account in the name of the Contractor which has been assigned to City until the contract is completed satisfactorily and finally accepted. Before the withheld percentage payment is made, City shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

(ii) If it becomes necessary for City to take over the completion of the Contract, all amounts owed the Contractor, including the withheld percentage shall first be applied toward the cost of completion of the Contract, as provided in Wyo. Stat. §16-6-703, as amended. Any balance remaining of the retained percentage after completion by City shall be payable to Contractor or Contractor's creditors. The retained percentage which may be due to Contractor shall be due and payable as prescribed by Wyo. Stat. §16-6-116.

C. <u>Final Payment.</u>

(i) Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by City to the Contractor when the Contract work has been completed, and the Contract fully performed. The Contractor shall make its request for final payment in writing to City. The Contractor's request for final payment must include the final reconciliation of the return of, and any restocking charges applied by the suppliers for any unused materials in storage. City shall determine in writing when the Contract work has been completed. Final payment will be made pursuant to Wyo. Stat. §§ 16-6-116 and 16-6-117, as amended.

(ii) No final payment will be made until the Contractor files a sworn statement, stating that all claims for material and labor performed under the Contract have been made, and that no liens or claims for unpaid materials, labor or equipment are outstanding. The sworn statement shall be filed with the appropriate entity, as designated in Wyo. Stat. § 16-6-117. A copy of the sworn statement shall be provided to City.

(ii) If any claim for material and labor is disputed, the sworn statement shall so state and include a copy of any claim or lien and the amount claimed. The amount claimed shall be deducted from the final payment and retained by City until the dispute is resolved, as provided in Wyo. Stat. § 16-6-117. The parties agree that City may, at its discretion, place the disputed amount in an interest bearing account. In the event the funds are placed in an interest bearing account, any and all accrued interest shall belong to City.

(iii) No final payment will be made until the Contractor provides a warranty security in the form of a certified or cashier's check or bond issued by a surety meeting the requirements of Article 5.01 of the General Conditions. The certified or cashier's check or bond shall be in the amount of the 5% of the original contract amount, and shall have an expiration date consistent with the final correction or warranty period.

D. <u>Liquidated Damages.</u>

(i) If the Contractor fails to complete the work within the time specified in the Contract, or within any authorized extension of time under a change order, Contractor shall pay to City as liquidated damages, the sum listed in the following table, for each calendar day of delay until the work is substantially complete, as approved by City.

Original Contract Amount			Liquidated Damages charge per calendar day
$0.00	to	$50,000.00	$500.00
$50,000.01	to	$100,000.00	$1,000.00
$100,000.01	to	$500,000.00	$1,500.00
$500,000.01	to	$1,000,000.00	$2,000.00
$1,000,000.00		and greater	$3,000.00

(ii) The liquidated damages shall be computed beginning the day following the first calendar day specified for completion and shall continue each and every calendar day until all work under the Contract is substantially complete, as approved by City.

(iii) Liquidated damages will not be charged for any work required to be done by the Contractor as a result of a final inspection, providing the work is only cleanup or of a minor nature and the Contractor has shown constant effort in completing the work, as determined by City. If deferment of the inspection is necessary due to causes which City determines to be beyond the control of and without the fault or negligence of the Contractor, liquidated damages will not be assessed for that period of time.

(iv) Nothing herein shall be construed to preclude City from the recovery of damages for causes other than the delay by the Contractor.

5. <u>Responsibilities of Contractor</u>.

A. The Contractor shall perform all work on the described project as required by the Contract documents. The work to be performed includes the labor and services necessary to produce such replacement, and all materials, supplies, tools, transportation, equipment, and machinery required for replacement.

B. This project bid includes all materials, labor and equipment to complete the reconstruction and resurfacing of streets as outlined in the Project Manual for BANNER ROAD SANITARY SEWER PROJECT dated July 20, 2016 as outlined in Attachment A.

6. <u>General Provisions.</u>

A. <u>Ownership of Documents/Work Product</u>. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times the joint property of the Contractor and City. Upon termination of the Contract all of the above documents return to the City.

B. <u>Independent Contractor</u>. The Contractor shall function as an independent Contractor for the purposes of this Contract, and shall not be considered an employee of the City of Laramie 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 or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on the behalf of City. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City of Laramie employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

C. <u>Amendments</u>. 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.

D. <u>Insurance</u>. The Contractor shall maintain the following insurance:

(i) <u>Comprehensive General Liability</u>. Contractor shall have and maintain comprehensive general liability insurance 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 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.

(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.

E. Indemnification. The Contractor shall release indemnify, and hold harmless the state, City, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of Contractor's failure to perform any of the Contractor's duties and obligations under or in connection with the negligent performance of Contractor's duties or obligations,

including but not limited to any claims, law suits, losses or liability arising out of Contractor's malpractice performance under this Contract.

F. Audit/Access to Records. The Contractor shall, immediately upon receiving written instruction from City, provide to any independent auditor, accountant, or accounting firm, all books documents, papers and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by City. There will be no cost for audit expense for City request to the Contractor.

G. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify City as the sponsoring City and shall not be released without prior written approval from City.

H. Assignment, Transfer and Subcontracting. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set for in this Contract without the prior written approval of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of City. No such written approval shall relieve the Contractor of any obligations of this Contract and any transferee or subcontractor shall be considered the agent of the Contractor. The Contractor shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

I. 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 or any properly promulgated rules and regulations related thereto, and Section 504 of the Rehabilitation Act of 1973.

J. Wyoming Product Preference. Unless otherwise provided in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of work, whether temporary or permanent. The Contractor shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors. The Contractor agrees to provide Wyoming made goods where those goods are comparable in price and quality to those required by this Contract.

K. Termination of Contract. This Contract may be terminated for cause if the Contractor or City fails to perform in accordance with the terms and conditions of this Contract following delivery of a written thirty (30) day notice stating the grounds for such default.

L. 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.

M. <u>Nondiscrimination</u>. The Contractor shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Presidential Executive Order 11375, and as supplemented in the Department of labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq., the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Wyoming Human Rights Act, and the Age Discrimination Act of 1975.

All parties of this Contract agree that all hiring must be done on the basis of merit and qualifications. There may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person or persons performing the Contract including, but not limited to, the prevailing wage laws.

N. <u>Entirety of Contract</u>.

(i) The Contract shall consist of this document and its terms and conditions and the following documents: The Advertisement to Bid, Instructions to Bidders, Bid Form, Signature Sheets, Performance and Payment Bond, General Conditions, Supplementary Conditions, State Revolving Fund Special Conditions, Specifications, Supplementary Specifications, Special Provisions, Notice to Proceed, duly issued Change Orders, Extra Work Orders and Field Orders, Addenda, and all modifications issued after execution of this Contract. The Contract documents are as fully a part of this Contract as if hereto attached or herein repeated. The Contract documents are complementary and what is required by one shall be as binding as if required by all. The Contractor warrants that it has carefully examined and understands all of the Contract documents listed above, prior to starting any work under this Contract. The Contractor has not identified any issues from the above documents or site conditions which would prevent accomplishing the entire work as outlined in the Project Manual which is marked Attachment A and attached hereto and incorporated herein. Modifications include but are not limited to the following: (1) change orders (2) extra work orders or (3) addenda entered into by the parties pursuant to the terms of the Contract.

(ii) The Contract does not include prior negotiations or any other documents not specifically enumerated in the contract documents delineated in subparagraph (A) above.

(iii) This Contract, consisting of eleven (11) pages, along with the documents explicitly enumerated in Paragraph 6 (N) above and Attachment A entitled Project Manual for BANNER ROAD SANITARY SEWER OUTFALL PROJECT dated July 20, 2016, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. The Contractor shall report to City any error, inconsistency or omission it may discover. City, after consulting with the Contractor, will make a determination on correction of such error. The Contractor may request a change order, under the change order provisions of this Contract, in conjunction with any required correction, if appropriate.

(iv) The terms and language set forth in this Contract have been negotiated by City and the Contractor and have not been drafted unilaterally by either party. By executing this Contract, the Contractor represents that it has carefully read, studied, compared and examined all contract

documents, including the specifications, is satisfied with the sufficiency of the contract documents, and shall not, at any time, complain of defects or inaccuracies in such documents, specifications or drawings.

P. **Confidentiality of Information.** 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.

Q. **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 non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and usually 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 non-performing party.

R. **Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, City may, at its discretion, terminate this Contract without liability to City, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

T. **Liaison and Notice.** City Project Manager & Contractor Superintendent.

(i) City project manager is Jason Moore, telephone number: (307) 721-5272 and facsimile: (307) 721-5248.

(ii) The Contractor's Project Superintendent is Steve Bastian, telephone number: (307) 721-9600 and facsimile: (307) 721-3107.

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

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

V. 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.

W. 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 this 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.

X. Americans with Disabilities Act. Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 *et seq*. and any properly promulgated rules and regulations related thereto.

Y. Warranty. Contractor warrants the following:

(i) has the ability to perform the agreed services;

(ii) shall provide suitable resources to perform work in accordance with agreed services;

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

(iv) shall perform all work in a professional and workmanship like manner.

Z. Patent or Copyright Protection. Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Contractor or its subcontractors will violate any such restriction.

AA. Extension. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by the Contractor and following approval by City shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

BB. **Availability of Funds.** Each payment obligation of City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by City at the end of the period for which the funds are available. City shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to City in the event this provision is exercised, and City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be constructed to permit City to terminate this Contract to acquire similar services from another party.

CC. **Award of Related Contracts.** City may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and City in all such cases.

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

EE. **Titles Not Controlling.** Titles of paragraphs and sections are for reference only, and shall not be used to control the language in the contract.

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

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and 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:

SIMON CONTRACTORS

By: _____

Title: _____

CITY OF LARAMIE COUNCIL REGULAR MEETING September 6, 2016

LARAMIE 1868	**Agenda Item:** Orig. Ordinance - 2nd Reading **Title:** Original Ordinance 1953 to amend sections 9.12.010, 9.12.020, 9.12.030 and 9.16.070 of the Laramie Municipal Code. Second Reading

Recommended Council MOTION:

1. I move to approve Original Ordinance 1953 to amend sections 9.12.010, 9.12.020, 9.12.030 and 9.16.070 of the Laramie Municipal Code and set it for third and final reading on September 20, 2016.

Administrative or Policy Goal:

Clean up code

Background:

The disorderly conduct sections of code were written a century or two ago and deal with houses of prostitution. The City has applied these to modern day loud/disorderly parties. The new language better addresses modern day parties.

The property damage section of code had no culpability requirement and was too specific in types of property. The new language adds careless, reckless or intentional so accidently damaging property (negligence) is no longer a crime. Also, the language was simplified to include "tangible property of another" which more or less means any property.

Second reading – no changes.

Responsible Staff: **City Attorney**

Future dates are subject to change

Introduction/1st Reading	8/15/2016
2nd Reading	9/6/2016
3rd Reading	9/20/2016
	Click here to enter a date.

ORIGINAL ORDINANCE NO.

INTRODUCED BY: _____

ENROLLED ORDINANCE NO.

AN ORDINANCE TO AMEND SECTIONS 9.12.010, 9.12.020, 9.12.030 and 9.16.070 OF THE LARAMIE MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING that:

Section 1. Laramie Municipal Code Sections 9.12.010, 9.12.020, 9.12.030, 9.12.130 and 9.16.070 shall be amended as follows:

~~9.12.010 - Disorderly houses.~~

~~No person shall keep any common, ill-governed or disorderly house or suffer any drunkenness, quarreling, fighting, unlawful games or riotous games or disorderly conduct whatever on his premises.~~

9.12.010. - Disorderly party or gathering prohibited.

No person shall participate in any party or gathering consisting of two or more people when such party or gathering:

1. Occurs in residentially zoned or used areas or buildings between the hours of 10:00 p.m. and 6:00 a.m. and when said party or gathering gives rise to unreasonable noise likely to cause significant discomfort or annoyance to a reasonable person of normal sensitivities present in the area, in consideration of the time of day and the residential character of said area or building. Noise of such volume as to be clearly audible at a distance of 50 feet from the structure or building in which the party or gathering is occurring, or in the case of apartment buildings, in the adjacent hallway or apartment, shall be prima facie evidence of unreasonable noise in violation of this article.
2. When fighting or disorderly conduct occurs on the premises.
3. When minors are consuming alcohol on the premises.

~~9.12.020 - Houses of ill fame—Prohibited.~~

~~No bawdy house, house of ill fame, house of prostitution or assignation or other place for the practice of fornication or common, ill-governed or disorderly house, shall be kept or~~

~~maintained within the city. No person shall keep any such house or shall be an inmate of or in any manner connected with any such house or contribute to its support.~~

9.12-020. - Order to disperse—Refusal prohibited.

When a police officer determines that a party or other gathering has become disorderly, the officer may order all persons present, other than the owner or tenant of the premises where the disturbance is occurring, to disperse immediately. No person shall refuse to leave the premises after being ordered by a police officer to do so.

~~9.12.030 - Houses of ill fame~~ Disorderly Houses ~~—Permitting such use.~~

~~No person shall permit any building or tenement in his possession or under his control to be used or occupied for any of the purposes mentioned and prohibited in Section 9.12.020, or permit any building or tenement used or occupied for any such purpose to stand upon any lot or parcel of land within the city owned, held, possessed or controlled, either as agent, owner or otherwise, by him.~~

9.12.030 - Tenant or owner—Cooperation required.

Every owner of such premises, or tenant in charge of such premises, who has knowledge of the disturbance shall cooperate with such police officer and shall make reasonable effort to stop the disturbance.

9.12.130 - Disorderly conduct—Generally.

A person is guilty of disorderly conduct if, with intent to cause public inconvenience, annoyance or alarm, or carelessly creating a risk thereof, he or she:

A. Engages in fighting or other violent or tumultuous conduct or in conduct creating the threat of imminent fighting or other violence; or

B. Makes or uses to or of another and in his or her presence any gesture, display, opprobrious words, profane, obscene, or abusive language which would reasonably tend to incite or abet a person to engage in fighting or other violent or tumultuous conduct; or

C. Creates loud and offensive noise or utters profane or obscene language in any public street or other public place, or place to which the public is invited; or

D. Places himself or herself or with another or others congregates, in or on any public way so as to reasonably tend to halt or interfere with the free and regular flow of vehicular or pedestrian traffic and refuses to clear such public way when ordered by the police or other lawful authority; or

E. Is found in any public place under the influence of intoxicating liquor or drug or any combination of any intoxicating liquor or drug, in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others, or by reason of his or her being under the influence of intoxicating liquor or drug or any combination of any intoxicating liquor or drug, interferes with or obstructs or prevents the free use of any street, sidewalk, or other public way; or

F. While loitering, prowling, or wandering upon the private property of another, in the nighttime, peeks in the door or window of any inhabited building or structure located thereon, without visible or lawful purpose.

G. This section does not apply to constitutionally-protected activity. If an individual claims to have been engaged in a constitutionally-protected activity, the court shall determine the validity of the claim as a matter of law and, if found valid, shall exclude evidence of the activity.

9.16.070 - Damaging—Property—Generally.

No person shall carelessly, recklessly or intentionally damage the tangible property of another. ~~in any way deface the windows, walls or other parts of buildings, whether occupied or unoccupied, within the city nor in any manner injure the awnings, awning posts, fences, enclosures or other improvements of any kind or character whatsoever, either private or public property, nor fill up, obstruct or otherwise damage any ditch or clog any intakes or pipes in the storm sewer system constructed in the city norinjure, mark or deface any tress, flowers or shrubs.~~

Section 2. This ordinance shall become effective after passage, approval and publication.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

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

ATTEST:

_____
Angie Johnson
City Clerk

First Reading	August 15, 2016
Second Reading	August 6, 2016
Third Reading	September 20, 2016

Duly published in the Laramie Daily Boomerang this _____ day of _____, 2016.

CITY OF LARAMIE COUNCIL REGULAR MEETING September 6, 2016

LARAMIE 1868	**Agenda Item: Original Ordinance - 3rd Reading** **Title: Original Ordinance No. 1949 amending Title 15 of Laramie Municipal Code for the purpose of amending the Landscaping Requirements**

Recommended Council MOTION:

Move to **approve** Original Ordinance No. 1949 on third and final reading amending LMC 15.14.050, Landscaping and Screening Standards, based on findings of fact and conclusions and authorize the Mayor and Clerk to sign the Ordinance.

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)

September 6, 2016 Update:

At the August 15, 2016 City Council meeting the Council approved this Ordinance (4 yes, 3 no, 2 absent). At the meeting several Council members expressed concern with the sliding scale and point allowances for public art. Since the meeting, Council members and members of the CDLC have asked that staff look into additional points for greenscape to encourage the use of grass instead of rock mulch.

Staff has drafted motions for several amendments related requested by Councilors below. In the event amendments are desired, please use the following motions:

<u>Sliding Scale:</u>

To delete the site perimeter landscaping sliding scale the following motion is appropriate:

1. Move to delete LMC 15.14.050.F.3.b as shown in Attachment A of Original Ordinance No. 1949 in its entirety.

<u>Public Art and Landscaping Table Amendments:</u>

The following amendment would establish predictable point values for certain public art elements and would also increase the point allocation for areas landscaped with sod. Additional clarification is provided in the table indicating that living ground cover is required to be irrigated via the new footnote [1] being included. Footnote [2] designates that approval in accordance with the Public Art Plan is required.

1. Move to amend Table 15.14.050-4 (Landscape Units Awarded) as shown in Attachment A of Original Ordinance No. 1949 to read as shown in Attachment 2 of this packet.

At the June 21, 2016 City Council meeting the Council delayed second reading of this Ordinance to August 2, 2016 (8 yes, 0 no, 1 absent) and requested staff provide more information and schedule several site visits to allow Council members to see real life examples of the proposed changes. Please see the attached memorandum detailing sites visited. Note: Second reading of the Ordinance occurred on August 15, 2016 due to the fact that this item was not introduced at the August 2, 2016 meeting due to expiration of meeting time.

Previous Correspondence / 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:

David Derragon, Assistant City Manager, 721-5304
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	August 15, 2016
3rd Reading	September 6, 2016

Attachments:

1. Proposed Ordinance
2. Proposed Amendment Table 15.14.050-4 (Landscape Units Awarded)
3. August 16, 2016 Memorandum
4. June 13, 2016 Planning Commission Staff Report

ORIGINAL ORDINANCE NO.: 1949 INTRODUCED BY: Pearce
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~~ **HELD** 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

<u>Section 3</u>. 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: August 15, 2016
Third Reading and Final Action: August September 6, 2016

Duly published in the *<u>Laramie Boomerang</u>* 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.

TABLE 15.14.050-4: LANDSCAPE UNITS AWARDED		
Landscape Material	**Landscape Units Awarded**	
	Newly Installed	**Existing Retained [~~1~~3]**
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/living ground cover [1]	1 per 400 sq ft	
Annual flower bed [1]	1 per 400 sq ft	
Lawn Grass [1]	1 per ~~800~~ 200 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	
Sculpture -2' to 3' tall [2]	1.0 per foot height	
Sculpture -greater than 3' and up to 6' tall [2]	2.0 per foot height	
Sculpture -greater than 6' tall [2]	3.0 per foot height	
Mural [2]	0.25 pts per sq ft	
Water feature [2]	0.25 points per square foot covered area	
Sheltering structure / Gazeebo	0.50 points per square foot fountain area	
Other art [2]	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] Landscaped area shall be irrigated.

[2] Shall require review and approval in accordance with the Laramie Public Art Plan.

[~~1~~3] 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
Planning Division
P.O. Box C
Laramie, WY 82073

Telephone: (307) 721-5207
Fax: (307) 721-5248

MEMORANDUM

Date: **August 15, 2016**

To: **City Council**

From: **Charles Bloom, AICP, Principal Planner**

Subject: **Proposed Landscaping Changes**

General Information:

How is Perimeter Landscaping Calculated?

Landscaping is calculated by assigning a unit value based calculated based on street frontages. Special provisions exist for parking areas adjacent to residential zone districts / uses or streets. Table 15.14.050-3 shows how these "edge" treatments are calculated. Table 15.14.050-4 provides a "menu" of plantings/materials that can be used to satisfy required units.

Tour of Representative Sites

Staff's guided tour on Thursday July 28th toured several sites that that demonstrate compliance with the City's landscaping standards. This included: Laramie High School (1710 Boulder Drive) and Laramie Church of Christ (720 Regency Drive) and Regal Fox Theater (520 20th Street). Incorporated in the high school's approval was a 10% reduction that was approved through the Minor Administrative Modification process.

In evaluating existing landscaping and potential reductions, staff has essentially made a "best educated guess" as to what a developer would utilize to minimize costs. For example, if the proposed changes allowed for a reduction in units that are required for trees, staff has assumed that trees will be removed. If removal of trees results in additional units being required, staff has assumed that the developer will make up any required units by using shrubs/bushes due to their lower cost.

Evaluation of Select Sites:

Staff has chosen to compare elements of several existing sites to help citizens and Councilors better understand what is presently required, what is actually planted on the ground, what landscaping would entail under the proposed changes, and what landscaping would entail provided that the "sliding scale" provision was removed. In the analysis it indicates that certain bufferyards may be able to be reduced in based on lesser unit requirements. In this case staff has used trees as the chosen reduction from the bufferyard although reductions could come from other elements found in Table 15.14.050-3. Below is a summary of those site elements.
Regal Fox Theater Bufferyard (1900 Block of Rainbow Street)

The Regal Fox Theater has been included to demonstrate a newly planted bufferyard conforming to City bufferyard standards. The Wallace Theater Group recently completed landscaping improvements in conjunction with a significant addition to the existing building. Since the theater's addition was greater than 20% of the building's previous footprint full compliance with the Unified Development Code's development standards was required. Through the Alternative Equivalent Compliance process alternative design was incorporated in reducing landscaping in the north, east and west bufferyards. This alternative resulted in additional landscaping in the south bufferyard, installation of the mural and installation of new movie themed bicycle racks which will be located near the entrance to the theater.

For the purposes of this memo, staff will be reviewing only the 8'-wide Rainbow Street bufferyard. This bufferyard is composed of approximately 16 deciduous trees, 22 shrubs/grasses, 2,543 sq. ft. of river rock mulch, 60 sq. ft. of ornamental pavers and 27 boulders.

- *Current Code*- This L3 bufferyard generally meets the present landscaping requirements. It exceeds the required tree plantings by 2 trees and its width is deficient by 4'.
- *Proposed Amendment*- As proposed the bufferyard width is acceptable and trees would be reduced by 10 and bushes / shrubs could be increased by 2.
- *Proposed Amendment without Sliding Scale*- This site would not be eligible for the sliding scale since it is less than 2 acres.
- *Other Note*- The groundcover provided here would generally satisfy the proposed reduction in L4 standards if an additional 7' of bufferyard width was provided.

<u>Reynolds Crossing (15th and Reynolds)</u>

The Reynolds Crossing Development, which consists of Snowy's Convenience Store, UniWyo FCU, Peak Wellness, Acre Company and a variety of professional offices; was constructed at the southeast corner of 15th and Reynolds Streets in the early 2000s. Enrolled Ordinance No. 1323 created a new zoning district, the Neighborhood Business (NB) District which had increased landscaping standards to ensure businesses located within the development would be compatible with neighboring uses. Ultimately, the landscaping requirements of the NB District were considered the basis to today's landscaping requirements found in the Unified Development Code. Development pads still exist within the complex and new development has occurred as recently as 2014.

For the purposes of this memo, staff has evaluated the entirety of the site which is surrounded by residential uses on 3 sides and an institutional use (old high school) on the west. This project features mature landscaping that has been established for over a decade and landscaping elements that are found in today's plans. This site is approximately 13 acres in size and qualifies for the proposed 25% reduction in perimeter landscaping. Only included in the calculations are landscaped areas.

Reynolds Street Bufferyard
This bufferyard is composed of approximately 12 deciduous trees, 28 shrubs/grasses, 1,932 sq. ft. of grass and 3,860 sq. ft. of river rock mulch.

- *Current Code*- This L3 bufferyard is deficient based on current requirements. The developer would have to make up approximately 146 units to satisfy the unit requirements. Approximately 22 more trees (one additional tree per 19') could be used to satisfy the deficiency. Alternative other materials would be needed.
- *Proposed Amendment*- As proposed the bufferyard width is acceptable and approximately 55 units would not be required. This could result in a reduction of 5-6 trees, approximately 18 shrubs or any other combination of landscape units per Table 15.14.050-3.
- *Proposed Amendment without Sliding Scale*- Without the sliding scale, the landscaping would be deficient by approximately 70 units which could be satisfied by the planting of approximately 7 trees or any other combination of landscape units per Table 15.14.050-3.

19th Street Bufferyard

This bufferyard is composed of approximately 16 deciduous trees, 8 pine trees, 55 shrubs/grasses, 11,040 sq. ft. of grass and 1,520 sq. ft. of river rock mulch.

- *Current Code*- This L3 bufferyard is deficient based on current requirements. The developer would have to make up approximately 185 units to satisfy the unit requirements. Approximately 28 more trees (one additional tree per 28') could be used to satisfy the deficiency. Alternative other materials would be needed.
- *Proposed Amendment*- As proposed the bufferyard width is acceptable and approximately 159 units would not be required. This could result in a reduction of 5-6 trees, approximately 18 shrubs or any other combination of landscape units per Table 15.14.050-3.
- *Proposed Amendment without Sliding Scale*- Without the sliding scale, the landscaping would be deficient by approximately 47 units. Approximately 7 trees or any other combination of landscape units per Table 15.14.050-3 could satisfy this deficiency.

Shield Street Bufferyard

This bufferyard is composed of approximately 16 deciduous trees, 5 pine trees, 36 shrubs/grasses, 3,510 sq. ft. of grass and 2,430 sq. ft. of river rock mulch.

- *Current Code*- This L3 bufferyard is deficient based on current requirements. The developer would have to make up approximately 31 units to satisfy the unit requirements. With 2.5" caliper deciduous trees satisfying 7 units and 6-8' pines satisfying 6 units; approximately 5 more trees would be necessary or any other combination of landscape units per Table 15.14.050-3. Alternative other materials would be needed.
- *Proposed Amendment*- As proposed the bufferyard width is acceptable an approximately 104 units would not be required. This would result in a reduction of 13-15 trees, approximately 46 shrubs or any other combination of landscape units per Table 15.14.050-3.
- Without the sliding scale, the landscaping would exceed the requirements by 23 units.

15th Street Bufferyard

This bufferyard is composed of approximately 7 deciduous trees, 3 pine trees, 23 shrubs and 9,675 sq. ft. of grass.

- *Current Code*- This L3 bufferyard is deficient based on current requirements. The developer would have to make up approximately 31 units to satisfy the unit requirements. Approximately 5 additional trees or any other combination of landscape units per Table 15.14.050-3 could be used to satisfy the deficiency trees.
- *Proposed Amendment*- As proposed the bufferyard width is acceptable and approximately 75 units would not be required. This could result in a reduction of 9 trees, approximately 20 shrubs or any other combination of landscape units per Table 15.14.050-3.
- *Proposed Amendment without Sliding Scale*- Without the sliding scale, the landscaping would exceed the requirements by 11 units.

Development Cost

At the June 21st meeting it was stated that past leadership once had indicated that allocating 2% of a project cost to landscaping was viewed as an acceptable standard Staff has evaluated this percent-requirement and has not found any specific nationally set recommendations for overall percent landscaping. Although not specifically identified as a national standard, the percentage of a development cost to landscaping is a relative percentage that can change over time due to ever changing development costs. Ultimately the percentage breakdown is based on costs, and judging by existing landscape requirements fall between 1 and 3% for Laramie.

Costs associated with development can vary from community to community due to numerous factors including supply and demand and availability of skilled workers to complete projects. In Laramie developers have indicated development costs are significantly higher than surrounding communities such as Ft. Collins and Cheyenne due to limited supply, materials and increased costs to mobilize crews.

Staff has put together the table below which highlights total project costs (as provided on the building permit) with known landscaping quantities (either through financial security or applicant statement). Staff notes that the higher percentage value for the Regal / Fox Theater is due to the fact that their addition triggered full site compliance.

Development	**Total Cost**	**Landscaping Cost**	**Percent of Overall Cost**
Laramie High School	$87,000,000	$1,100,000	1.26%
Regal / Fox Theater Addition	$1,130,000	$35,000	2.69%
Laramie Church of Christ	$1,940,450	$57,000	2.94%
UL Building	$3,417,040	$35,884	1.05%
Tungsten	$2,935,924	$66,589	2.27%

Overall, landscaping cost vary from project to project. Staff cannot necessarily pinpoint an ideal percentage of landscaping as part of an overall project cost because project valuation can value immensely based on the level of technical elements in a building. Construction costs for a high school have a higher level cost per square foot as compared to that of an office building.

Summary

In summary staff believes that changes to the landscaping requirements are warranted. Staff is cognizant of the introduction of a sliding scale does introduce a perceived inequality by treating larger developments differently than smaller developments. If the Council desires to remove the sliding scale elements from the proposed changes a simple amendment deleting proposed LMC subsection LMC 15.14.050.F.3.b.

Staff reminds the Council that all developments are eligible for Minor Administrative Modifications which can administratively grant up to a 20% reduction in required landscape units provided the requested deviation is necessary to address some practical difficulty or some unusual aspect of the site of the proposed development not shared by landowners in general; or accommodate an

alternative or innovative design practice that achieves to the same or better degree the objective of the existing standard to be modified.

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 September 6, 2016

Agenda Item: Contract

Title: At-Will Employment Contract between the City of Laramie and Robert W. Southard

Recommended Council MOTION:

The Council approves the At-Will Employment Contract between the City of Laramie and Robert W. Southard for the position of City Attorney and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

To obtain a permanent city attorney.

Background:

On August 19, 2016, the City Council directed by its vote for the current City Attorney to enter into negotiations with Bob W. Southard for the position of City Attorney for the City of Laramie. Included herein is a two-year contract that was negotiated with Mr. Southard. Mr. Southard has approved the terms of this contract and is prepared to sign upon Council's approval.

The contract includes a compensation in the amount of $110,000 for each of the two years. It also includes a $5,000 contribution per year to Mr. Southard's 457b personal retirement account, paid as a match in monthly installments, as well as a $5,000 retention benefit per year. Therefore, the total compensation equals $120,000 annually. Mr. Southard will begin employment on September 19, 2016.

Legal/Statutory Authority:

W.S. 15-4-202
LMC 2.08.010

BUDGET/FISCAL INFORMATION:

EXPENSE

Proposed Project Cost.

Project Budget		Amount	Funds
Project Cost		$240,000 over 2 years plus benefits	
Loans on Project			
Grants for Project			
Other/Outside Projects			
City's Amount			
Contingency	0%		
Total Amount		$240,000 over 2 years plus benefits	

Responsible Staff:

Attachments: Proposed At-Will Contract

AT-WILL EMPLOYMENT CONTRACT
BETWEEN CITY OF LARAMIE, WYOMING AND
ROBERT SOUTHARD

1. **Parties**. This Contract is made and entered into this 19th day of September, 2016, by and between City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address is City Hall, 406 Ivinson Street, Laramie, Wyoming 82070 and Robert Southard (hereinafter referred to as "Employee").

2. **Purpose of Contract**. The purpose of this Contract is to create an at-will employment contract between the City and Employee for the services of City Attorney pursuant to the terms, conditions and provisions of this Contract. The parties understand and agree that nothing in this Contract, nor any actions or understandings of the parties shall be interpreted or deemed to create an expectation of continued employment beyond the term of this contract. The parties also understand and agree that the Employee shall be deemed an at-will employee in accordance with the terms and conditions of this contract. In consideration of Employee accepting employment with City as its City Attorney and other good and valuable consideration including the mutual covenants herein contained, City and Employee hereby contract, covenant and agree as follows:

3. **Terms of Contract**. Performance under the terms and conditions of this Contract shall commence on September XX, 2016 and continue through September XX 2018 unless this Contract is otherwise terminated pursuant to the termination provision contained in Paragraph 7 (K) contained within this Contract. This Contract may be renewed by agreement of both parties in writing, subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the City.

4.> **Payment**.

A. **Salary**. In consideration of the services provided by Employee as set forth in Section 5 of this Contract, City agrees to pay Employee an annual base salary of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) payable in installments at the same time that the other employees of City are paid. City shall withhold applicable state and federal taxes from Employee's salary.

B. **Health Benefits.** At this time Employee waives participation in City's insurance program. Employee agrees to sign all documentation City deems necessary to comply with all State and Federal laws. Employee expressly states that he has insurance coverage elsewhere and that he will make the City aware if this changes. In lieu of health benefits Employee shall have additional compensation as described in Paragraphs 4(E) and 4(F) below. If Employee's insurance coverage changes and he is eligible and decides to enroll in City's insurance program, the compensation as described in Paragraphs 4(E) and 4(F) shall be renegotiated.

C. **Retirement Benefits**. Employee may participate in the Wyoming Retirement System under this Contract, if Employee is deemed qualified under the Wyoming Retirement

System's internal rules. Should Employee elect to participate in the Wyoming Retirement System, the Employee is responsible for the Employee's contribution pursuant to the same policies and conditions as are available to other employees of City. If Employee chooses to participate in the Wyoming Retirement System or a pension plan designated by Employee and approved by City, the amount of the contributions that Employee is required to pay to the Wyoming Retirement System under Wyo. Stat § 9-3-412(b) will be deducted from the salary of the Employee. Pursuant to 26 U.S.C. § 414 (h)(2), the portion of Employee's contribution to the Wyoming Retirement System that is paid by City, shall be treated as employer contributions for federal income tax purposes in accordance with this designation. Also, in accordance with 26 U.S.C. § 414(h), any amount paid by City towards Employee's contribution or employer's contribution for the participation of the Employee in the Wyoming Retirement System shall be paid by City to the pension plan and Employee may not directly receive this amount.

D. <u>Disability and Life Insurance Benefits</u>. Employee shall be covered and receive the same disability benefits as all City employees.

E. <u>Deferred Compensation</u>. In lieu of receiving health benefits, following execution of this Agreement the City shall contribute up to the sum of Five Thousand Dollars ($5,000) per year, payable in a monthly installment as a match of the Employee's contribution into Employee's IRS §457 personal retirement account on a continuing basis. The account must be established by the Employee and retained during his employment for receipt of this benefit. This benefit shall lapse upon Employee signing up for City's health benefits.

F. <u>Retention Benefit</u>. In lieu of receiving health benefits, following execution of this Agreement, the City shall make available a retention benefit to Employee in the annual amount of Five Thousand Dollars ($5,000.00) per year which shall be based on the annual anniversary date. Payment of the retention benefit will be processed based during normal payroll processing. These benefits are subject to the following: This benefit is subject to the following:

1. In the event Employee terminates his employment, he shall forfeit any claim to any and all future payments not received by him as of the date of notice of termination.

2. In the event Employee is terminated from his employment with the City by the City Council, with or without cause, he shall be entitled a prorated share of the retention benefit based on calculated months of completed service over the 12 month timeframe. Any partial month will not be counted.

3. This benefit shall lapse upon Employee signing up for City's health benefits.

G. <u>Vacation, Sick, and Military Leave</u>. Upon commencing employment, Employee shall accrue vacation leave at the rate provided to employees who have eleven (11) years of service and above which is 13.33 hours per month or 160 hours annually. Employee shall accrue sick leave at the rate provided to other employees. Employee is entitled to accrue all unused

vacation or sick leave, with the same limits as apply to other City employees. Vacation leave accrued beyond the maximum allowed for any other City employees, of two hundred forty hours (240), will be forfeited on the same basis as other City employees forfeit unused vacation leave. If Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all accrued annual vacation leave time only. Employee shall be entitled to military reserve leave time pursuant to State law and City of Laramie policy.

H. **Exempt Leave.** Employee shall be considered exempt, thus qualifying Employee for Exempt Leave. Employee shall receive forty (40) hours of exempt leave annually. Unused exempt leave shall not role over from year to year and any unused exempt leave for any fiscal year shall be forfeited.

I. **Professional Licensing Costs and Development**. City agrees to budget and pay for the civic and professional membership dues of the Wyoming State Bar Association necessary for Employee's continued professional licensing and for the required number of hours of continuing legal education. Further, City agrees to budget and pay the fee and any expenses of Employee to maintain an active membership in the Wyoming Association of Municipalities and to attend professional association meetings and conferences subject to scheduling and approval by Mayor or City Council. City agrees to budget and pay for membership to the International Municipal Lawyer's Association (IMLA).

J. **Other Benefits**.

1. Employee shall receive benefits solely limited to coverage and employer contributions as required by law for Social Security, Workers' Compensation and Unemployment Compensation, and other such minimal benefits or rights as specifically required by federal law.

2. Except as otherwise provided in this Contract, Employee shall be entitled to the same level of benefits that are enjoyed by City employees as provided in the Employee Handbook or practice.

5. **Responsibilities of Employee.**

A. **Conditions**. Employee agrees to accept employment as the Laramie City Attorney, subject to and on the terms, conditions and provisions agreed to and set forth in this Contract and in
Municipal Code.

B. **City Attorney's Office**. Employee shall plan, organize, control and direct the operation of the City Attorney's Office. The City Attorney shall supervise the all other Attorneys, and all other staff of the City Attorney's office.

C. **<u>Duties</u>**. Employee shall represent the City Council as a whole, with the City Council being the direct employer and client. Specifically, Employee shall perform the following duties and responsibilities:

i. Represent or oversee the representation of City in all civil and criminal matters.

ii. Assist legal counsel retained by the City's self-funded insurance pool, Wyoming Association of Risk Management ("WARM"), in the defense of claims against the City.

iii. Handle and appear as lead counsel any appeals of municipal court cases to the District Court, Wyoming Supreme Court and the federal courts.

iv. Provide professional legal advice to City Council and the City Manager in developing solutions to legal problems.

v. Review Council agenda items for legal issues and attend City meetings setting Council agenda.

vi. Perform legal services relating to boards and commissions of the City.

vii. Attend all regular and special meetings of the City Council, public hearings, and Council work sessions and recommend necessary and expedient measures to carry out the directives of City Council.

viii. Attend City department meetings and other meetings at the request of the City Manager where legal advice of the City Attorney is needed.

ix. Advise City negotiating team in arbitration or collective bargaining issues with the firefighter's union.

x. Issue written and oral opinions and memoranda interpreting Federal, State and local law.

xi. Prepare and review legal documents including but not limited to contracts, grants, agreements for subdivisions, City permits and licenses, deeds, easements and rights of way.

xii. Review policy, procedures and rules and assist in the promulgation of rules and regulations.

xiii. Research, analyze and disseminate legal decisions to City Manager on civil

and criminal court decisions, new or pending legislation, code enforcement, administrative rules and regulations, employment law and police and fire issues.

xiv. Negotiate contracts and other agreements as directed by Council.

xv. Practice preventative law by interpreting legal trends and providing advice thereon to the Council and City Manager and recommend changes in City ordinances, rules and regulations, and policy and procedures when appropriate.

xvi. Review and approve affidavits, bonds and certificates of insurance submitted to City for licensing and contracts with City. Approve affidavits and transfers or assignments of lots or burial spaces.

xvii. Respond to citizen inquiries or media about legal issues involving City and make referrals to City Manager when appropriate.

xviii. Prepare annual budget recommendation for Attorney's office for consideration by the City Manager and the City Council.

xix. Review final plats, vacations of alleys and streets and conditional use requests for legal issues.

xx. Perform other routine legal services requested by City Council or the City Manager.

D. **Legal Advice**. Employee is not responsible under this Contract to provide, and shall not provide, personal legal advice to City staff, City Council members, or members of the general public except to the extent necessary or advisable in the furtherance of City business.

E. **Law License.** As a condition of employment, Employee shall maintain his license to practice law in the state of Wyoming.

F. **Outside Practice of Law**. Employee may engage in the outside practice of law to the extent that he is acting pro se or is giving legal advice to or drafting or reviewing documents for his family without compensation and to the extent that such practice does not interfere with Employee's obligations on this Contact. Additionally, Employee may continue to act as the judge of the drug court so long it does not interfere with his obligations in this contract.

G. **Performance Evaluation**. City Council shall review and evaluate the performance of Employee within the first six months of employment and annually thereafter. The review and evaluation shall be in accordance with specific criteria developed jointly by City Council and Employee. The criteria may be added to or deleted from as the Council may from time to time determine. The Mayor shall provide Employee with a summary written statement of the findings

of Council and provide an adequate opportunity for Employee to discuss his evaluation with Council. Employee shall be eligible for an annual performance and compensation review. Employee shall receive a cost of living salary increase as approved by the City Council for all other employees of the City.

H. **Goals and Objectives** City Council and Employee shall mutually define goals and performance objectives that they determine necessary for the proper operation of the City Attorney's Office and in attainment of City Council's policy objectives an shall prioritize those various goals and objectives. The goals and objectives shall be reduced to writing and occur within the first six months of employment with an evaluation of the status of the identified goals and objectives at the end of this Contract. The goals and objectives shall generally be obtainable within the time limitations as specified within the annual operating and capital budgets and appropriations.

I. **Applicable Laws**. In effecting the provisions of this Section, City and Employee mutually agree to abide by the provisions of applicable law.

J. **Hours of Work**. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the City, and to that end Employee shall be allowed to establish an appropriate work schedule. Employee agrees to devote sufficient time, both during normal working hours and otherwise to perform his duties. Employee agrees that he is an executive employee, exempt from overtime compensation provisions of the Fair Labor Standards Act.

K. **Other terms and conditions of Employment**. City shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, the grant program or any other law.

L. **Background Investigation**. This offer of employment to Employee is contingent on Employee successfully completing a background investigation.

6. **Responsibilities of City.**

A. City Council agrees to employ one full time attorney to serve as City prosecutor to prosecute criminal matters on the City's behalf. As funding allows, additional Attorneys may be employed to provide assistance in the furtherance of City matters. The City further agrees to employ one full time legal assistant or legal secretary to provide support to the City Attorney's Office.

B. City agrees to provide Employee computerized legal research.

C. City agrees to budget for and provide Employee the necessary technology required to perform his duties including but not limited to a tablet or laptop or similar device and the necessary software and tech support.

7. General Provisions

A. **Amendments**. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon and between 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.

C. **Assignment/Contract Not Used as Collateral**. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. Employee shall not use this Contract, nor any portion thereof, for collateral for any financial obligation.

D. **Compliance with Laws**. Employee 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, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and Contracts, whether written or oral.

F. **Ethics and Conflict of Interest**. Employee shall keep informed of and comply with all applicable federal, state and local laws and regulations in performance of this Contract pertaining to the Wyoming Ethics and Disclosure Act (Wyo. Stat 9-13-101, et seq.), and any and all ethical standards governing Employee's profession.

G. **Kickbacks**. Employee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Employee breaches or violates this warranty, City may, at its discretion, terminate this Contract without liability to City, or deduct from the contract price or consideration or otherwise recover, the full amount of any commission, percentage, brokerage, or contingent fee.

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

I. **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.

J. **Sovereign Immunity**. 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.

K. **Termination of Contract**. Employee shall serve at the pleasure of the City Council and nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject to a majority of the Council Members voting in favor of Employee's termination. Employee may be terminated for cause if Employee fails to perform in accordance with the terms of the Contract, Employee is convicted for a significant misdemeanor or felony or if Employee as part of Employee's employment application provides any false answers or misleading statements as well as misrepresentations by omission. In the event Employee is terminated by City Council without cause during the term of the Contract, City agrees to pay Employee severance pay in the amount of two months current salary of Employee. This severance pay shall be paid in monthly installments and such severance pay is in lieu of any unemployment compensation benefits to which Employee may be entitled. Employee may terminate this Contract upon sixty (60) days written notice to the City**.**

L. **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 this 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 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.

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

N. **Titles Not Controlling**. Titles of paragraphs are for reference only, and shall not

be used to construe the language in this contract.

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

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

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

CITY OF LARAMIE, WYOMING:

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

Attest: _____
Angie Johnson
City Clerk

EMPLOYEE:

By:_____ _____
Robert Southard Date

CITY OF LARAMIE COUNCIL REGULAR MEETING September 6, 2016

Agenda Item: Contract

Title: Contract Amendment, Tungsten Heavy Powder and Parts Office and Manufacturing Building

Recommended Council MOTION:

I move to approve an amendment to the base contract between Sampson Construction Co. Inc., and the City of Laramie in the amount of $337,342 to expand the project scope of construction services, authorize an amendment to the fiscal year 2017-2018 biennium budget, and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Support business and economic development in the community through new business relocation and job creation.

This contract amendment is being requested to finalize construction activities for the Tungsten Heavy Powder and Parts (THPP) Office and Manufacturing building project.

Background:

During the October 20, 2015 meeting, Council passed Resolution 2015-73 authorizing the submittal of a Business Ready Community application to the Wyoming Business Council to support the construction of a building in the Laramie River Business Park II to support the relocation of Tungsten Heavy Powder and Parts. This request was supported by the Wyoming Business Council Board, and a final funding decision was made by the State Loan and Investment Board during a December, 2015 special meeting.

Sampson Construction Co. Inc., was selected as the constructor for the project, and a construction contract was approved by City Council on 3.15.2016 in the amount of $2,935,924, this contract amount has 100% revenue offset through a Business Committed Grant from the Wyoming Business Council.

During the course of construction multiple changes to the building and project scope have been requested by the committed business (THPP), the changes requested warrant additional construction expenditures in excess of the base contract amount. The Project Development Agreement requires any scope changes requested by THPP to be funded solely by THPP. The attached PDA amendment **(Attachment 1)** provides the funding instrument for the excess costs.

Legal/Statutory Authority:

Public improvements projects such as this are authorized under Wyoming Statutes.
Approve to amend budget per W.S. 16-4-112. 16-4-113

BUDGET/FISCAL INFORMATION:

This project has 100% revenue offset for the City of Laramie. Revenue for building construction comes from a Wyoming Business Council, Business Committed grant. The costs associated with the proposed changes and additions to the building which are the financial responsibility of THPP amount to $337,342, the itemization of the changes and costs can be found in (**Attachment 2)**.

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	$2,935,924.00	Wyoming Business Council Business Committed
Loans on Project		
Other	$337,342.00	THPP cash contribution to fund scope changes.
Total	$3,273,266.00	

EXPENSE

Proposed Project Cost.

Project Budget		Amount	Funds
Project Cost		$2,789,128.00	Pre-construction, Design, Engineering, Testing
Loans on Project			
Grants for Project			
Other/Outside Projects		$337,342.00	THPP cash contribution to fund scope changes.
City's Amount		$0.00	
Contingency	5%	$146,796.00	
Total Amount		$3,273,266.00	

Responsible Staff:

Sam Farstad 721-5361

Attachments: **Attachment 1** (PDA amendment), **Attachment 2** (Cost itemization, Exhibit D to the base contract)

Amendment 2: 8.08.2016 Attachment 1

To the Project Development and Administration Agreement **(Attachment 1)**

Amendment 1 to the Project Development and Administration Agreement is attached **(Attachment 2)**

The purpose of this Amendment is to establish and identify the funding instrument and process for review and subsequent payment of project budget overages that exceed the Wyoming Business Council grant award of $2,935,924. Changes to project scope requested by the committed business (THPP) that result in budget overages will be funded through the following recitals 1 - 5.

1. Tungsten Heavy Powder and Parts (THPP) will establish a restricted account at the financial institution of their choosing through which all budget overages that are a result of THPP requested changes will be funded in a monthly construction progress billing format. The City of Laramie's (COL) project manager Sam Farstad will be a signatory on the account; his signature will only be required for closure of, or withdraws from the account that are not transfers to the COL. THPP will provide evidence of funding and details of the account immediately. The initial amount to be placed in the restricted account will be in the amount of $150,000 which accounts for known budget overages in the mechanical and electrical systems.
2. The COL and the Laramie Chamber Business Alliance (LCBA) will coordinate the documentation and pricing/billing of the project budget overages with pricing assistance by the Construction Manager (Sampson Construction Co., Inc.).
3. THPP will have 7 calendar days to review the progress billing(s) and will be required to fund the requested amount through a wire transfer to the COL within 5 calendar days of review/approval.
4. In the event that THPP requested scope changes generate budget overages that exceed the initial restricted account sum of $150,000 THPP will have 5 calendar days to provide evidence that additional funds are made available for draw down in the restricted account.
5. All THPP requested and approved changes to project scope that result in cost overruns will be funded in the restricted account prior to any construction activities commencing.

FURTHER ATTACHMENT AND PRIOR AGREEMENT LANGUAGE FOLLOWS TO CLARIFY REFERENCES MADE IN AMENDMENT 2:

The Business Ready Community Grant and Loan Program Grant Agreement Between the Wyoming Business Council and the City of Laramie includes a Project Development and Administration Agreement **(Attachment 1)** executed on 10/29/15 by the Mayor David Paulekas for the City of Laramie, Tyler Valentine and Dan Furphy for Laramie Chamber Business Alliance (LCBA), and Joe Sery for Tungsten Heavy Powder & Parts, Inc. (THPP).

PROJECT SCOPE & PRICING: Pursuant to Section 4.A(vi) of the *Project Development Agreement*, THPP agreed to *"be responsible for any cost associated with Project changes that are completed at the written request of THPP that exceed the amount of the Project cost. No Change shall be performed, and no cost associated with Project in excess of the Project Budget or maximum amount provided through granting agency (collectively "Excess Costs"), shall be incurred or allowed, without the prior written authorization, in each instance, of THPP, the City of Laramie, and LCBA. THPP shall be responsible for change orders*

approved by Project Team which exceed Project Budget, or maximum amount provided through granting agency (collectively "Excess Costs").

Under contract to and direction of THPP, Plan One Architects submitted 50% design drawings on January 1, 2016 establishing the scope of the project. Thereafter, those design drawings formed the basis of a request for proposal for a Construction-Manager-at-Risk (CMAR) issued by the City in compliance with the laws of the State of Wyoming. Upon review of the proposals, the project team (including THPP, Plan One Architects, LCBA, and the City) recommended approval of the project scope and Guaranteed Maximum Price (GMP) within the *Contract for CMAR Services with Sampson Construction* which was duly approved by the Laramie City Council on 3/15/2016**.** The contractually agreed upon Guaranteed Maximum Price is $2,935,924 which is the maximum grant award and cash match as defined in the Grant Agreement with the Wyoming Business Council.

PROJECT SCHEDULE:

The Parties further acknowledge that the established project schedule section 4.3 will be negatively affected by any and all 1) revisions to the scope of the project as now re-defined in the 100% construction drawings.

(Signature lines on page 3)

_____

City of Laramie

_____

Laramie Chamber Business Alliance

_____

Tungsten Heavy Powder & Parts

Tungsten Parts Wyoming, Contract Amendment: Exhibit D, 9.06.2016

Attachment 2

		Owner
CHANGE ORDER REQUESTS, AND SCOPE ADDITIONS:		**Contract**
		$ 2,935,924.00
COR #6 - PR #17 - Add under slab piping at shop area		$ 34,027.57
Per Revised Exhibit C - MEP - Bid overages		$ 148,315.00
PR #2 - Add concrete pad for generator		$ 25,000.00
PR #4 - Add concrete tank & transfer pads		$ 50,000.00
PR #7 - Add floor/ceiling above Ball Grinding room		$ 5,000.00
PR #12 - Widen and strengthen pavement at fire lane		$ 25,000.00
PR #18 - Add under slab drain to serve utility room		$ 5,000.00
PR #18.1 - Utility room addition - Mech & Elec		$ 35,000.00
PR #20 - Add compressed air piping		$ 10,000.00
THPP Requested Scope Changes:		**$ 337,342.57**
**All contract provisions and requirements from the base A102 contract executed on 3.15.2016 remain in full force and effect.		
REVISED CONTRACT AMOUNT:		**$ 3,273,266.57**

CITY OF LARAMIE COUNCIL REGULAR MEETING September 6, 2016

Agenda Item: Resolution

Title: Resolution 2016-62 to appoint one member to the Parks, Tree and Recreation Advisory Board.

Recommended Council Motion:
I move that Council approve Resolution 2016-62 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, 2018 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 June 6, 2016 Jacque Stonum submitted her written resignation of her term that expires on December 31, 2018.

City staff solicited for volunteer board members from July 7th through July 22nd through social media, posted flyers and the Laramie Boomerang. Two (2) volunteer applications were received. Councilor Weaver interviewed 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 2016-62

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, Jacque Stonum was vacated via written resignation on June 6, 2016;

WHEREAS, the term of the vacated position that shall expire on December 31, 2018;

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 July 7th through July 22nd with two (2) volunteer applications received;

WHEREAS, both applicants were interviewed by Councilor Weaver.

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, 2018 and authorize the Mayor and Clerk to sign.

PASSED AND APPROVED this 6th Day of September, 2016.

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

ATTEST:

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Angie Johnson, City Clerk
City of Laramie

<u>UPCOMING COUNCIL MEETINGS</u> September 6, 2016

All meetings at City Hall, 406 Ivinson Street, unless noted.

September 6, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Public Hearing: WBC Grant application for HiViz
6:30 p.m. – Public Hearing: Hero Primo, LLC Liquor License Application
6:30 p.m. – Regular Meeting

September 13, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Work Session: Wyoming Business Council Sponsored Trip to the National Main Street Conference Update
6:00 p.m. – Work Session: Fluoridation in municipal water
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

September 20, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Public Hearing: High Plains Pizza, Inc. Liquor License Transfer Application *(tentative)*
6:30 p.m. – Regular Meeting

September 27, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Work Session: UW President Nichols presentation
6:00 p.m. – Work Session: Urban Renewal
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

October 4, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Public Hearing: An Ordinance renaming the entirety of Ivinson Street to Ivinson Avenue. *(tentative)*
6:30 p.m. – Regular Meeting

October 11, 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

October 18, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

October 25, 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 9/6/2016

~~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)
*Urban Renewal (Weaver)

~~Requested by Staff:~~
Downtown Design Guidelines Revisions (CD)
Restaurant and Pool Inspection Program Future (Jordan)
*Fluoridation of Municipal Water Supply (Jordan/Citizen requested)
Storm Water Program and Funding (Jaap/Jordan)

* Scheduled, not held.