AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
CITY HALL
SEPTEMBER 20, 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: High Plains Pizza, Inc Liquor License Transfer Application

Documents:

PPH High Plains Pizza 9-20-16.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 September 6, 2016, the Public Hearing of September 6, 2016, the Special Meeting of September 13, 2016 and have them placed on file for public inspection.
[Johnson, CC]

Documents:

Special Mtng Min 09.13.2016.pdf
Public Hearing 09.06.16HiViz BRC.pdf
Public Hearing 09.06.16HeroPrimoRestLL.pdf
Minutes 09.06.2016min.pdf

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

Action:

that the Cemetery Deeds for September 1-15, 2016 be accepted, and the Mayor and City Clerk be authorized to sign and have them recorded in the Office of the County Clerk. **[Feezer, P/R Dir]**

8.C. RESOLUTION: Resolution 2016-61 authorizing co-Sponsorship of the Friends of Community Recreation Skate Boarding Competition.

Action:

that council approve Resolution 2016-61 authorizing co-sponsorship of the Friends of Community Recreation Skate Boarding Competition to be held on September 24, 2016 at the LaBonte Park Skate Board Park and authorize the Mayor and Clerk to sign.
[Feezer, P&R Dir]

Documents:

Skate Park Competition Cover Sheet.pdf
FCR Skate Park Event Sponsor Resolution.pdf

8.D. ORDINANCE: Original Ordinance 1953, amending sections 9.12.010, 9.12.020, 9.12.030 and 9.16.070 of the Laramie Municipal Code.

Action:

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 on Third and Final Reading and authorize the Mayor and Clerk to sign.
[Southard, CA]

Documents:

Cover Sheet Third Reading 9-20-16.pdf
Ordinance.pdf

8.E. SCHEDULE MEETING(S)

None

9. REGULAR AGENDA

10. **Transfer of Restaurant Liquor License, from Pizza Hut of Laramie, Inc to High Plains Pizza, Inc.**
[Johnson, CC]

Documents:

Cover Sheet LLTransfer-High Plains Pizza-No.R7.pdf
High Plains Pizza Transfer app 9-2016.pdf

11. **Temporary use of Retail Liquor License No. 4, Hensley Property Holdings, LLC in Albany County.**
[Johnson, CC]

Documents:

Cover Sheet, temp use in county Roxies 10-1-16.pdf
Roxies Permit with the County 10-16.pdf

12. **Vehicle for Hire License Application from Fareride.**
[Johnson, CC]

Documents:

Cover Sheet TaxiLicNEW-Fareride-2016.pdf
Fareride Taxi app 9-2016.pdf

13. **Award of Professional Services Agreement for the Wastewater Master Plan**
[Smith, PW Dir]

Documents:

Cover Sheet WWMP.pdf
WWMP Prof Srvc Agrmt.pdf
Laramie WWMP Fee Final.pdf
Laramie WWMP Schedule Final.pdf
Laramie WWP SOW Final.pdf

14. **Memorandum of Understanding between Albany County School District #1 and the City of Laramie outlining use, care and expenses related to community use of the "original" Deti Stadium.**
[Feezer, P&R Dir]

Documents:

MOU Deti Stadium Cover Sheet.pdf
ACSD1.City MOU for Deti Stadium.pdf

15. **Original Ordinance No. 1954 amending Title 15 of Laramie Municipal Code for the purposes of allowing "Automobile Service Stations (Minor Repairs Included)" and "Vehicle/equipment sales and rentals (Other Than Motor Vehicles)" as a Conditional Uses use in the DC District**
Introduction and First Reading
[Derragon, ACM]

Documents:

Cover Sheet.pdf
Original Ordinance No. 1954.pdf
Planning Commission Staff Report.pdf

16. **Original Ordinance No. 1955 Redesignating the Name of Ivinson Street (Redesignating as Ivinson Avenue)**
Introduction and First Reading.
[Derragon, ACM]

Documents:

Cover Sheet.pdf
Ordinance No. 1955.pdf
Planning Commission Packet.pdf

17. **Resolution 2016-71, authorizing submission of a Level III Construction Funding Request**
[Smith, PW Dir]

Documents:

Coversheet Resolution NS Tank WWDC Level III App.pdf
WTNSTK WWDC Resolution.pdf
WTNSTK Application WWDC draft combined.pdf

18. **Resolution 2016-64, appointing four (4) members to the Monolith Ranch Advisory Committee**
[Smith, PW Dir]

Documents:

Cover Sheet Resolution MRAC 2016.pdf
Resolution MRAC 2016.pdf

19. **Resolution 2016-69, appointing three (3) members to the Traffic Commission.**
[Smith, PW]

Documents:

Traffic Commission Coversheet 09.20.16.pdf
Traffic Commission Resolution 2016-69 09.20.16.pdf

20. **Resolution 2016-65, appointing one (1) member to the Building and Fire Code Board of Appeals.**
[Derragon, ACM]

Documents:

Building and Fire Code Board of Appeals Coversheet 09.20.16.pdf
Building and Fire Code Board of Appeals Resolution 2016-65 09.20.16.pdf

21. **Resolution 2016-66, appointing one (1) member to the Planning Commission.**

[Derragon, ACM]

Documents:

Planning Commission Coversheet 09.20.16.pdf
Planning Commission Resolution 2016-66 09.20.16.pdf

22. **Resolution 2016-67, appointing one (1) member to the Board of Health.**
[Derragon, ACM]

Documents:

Board of Health Coversheet 09.20.16.pdf
Board of Health Resolution 2016-67 09.20.16.pdf

23. **Resolution 2016-68, appointing one (1) member to the Environmental Advisory Committee.**
[Derragon, ACM]

Documents:

Environmental Advisory Committee Cover Sheet 09.20.16.pdf
Environmental Advisory Committee Resolution 2016-68 09.20.16.pdf

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

Documents:

Future Work Session Topics 9-20-2016.pdf
Upcoming Meetings 9-20-2016.pdf

25. **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.)

26. **Adjourn to Executive Session regarding land negotiations.**

NOTICE OF APPLICATION FOR
RESTAURANT LIQUOR LICENSE

Notice is hereby given that on the 23rd day of August 2016, an application was received in the Office of the City Clerk for a transfer of Restaurant Liquor License No. R7, from Pizza Hut of Laramie, Inc, to High Plains Pizza, Inc, 1460 N 3rd St, Laramie, Wyoming the place and premises being a part of Lots 1 & 2, Block 36, Downey Addition, Zone B2, 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 20, 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 20, 2016, at 6:30 p.m. in Council Chambers.

/s/ Angie Johnson, City Clerk

Legal Publish: September 16, 2016
September 20, 2016.

# # # #

LARAMIE CITY COUNCIL
SPECIAL MEETING
BRC HIVIZ Second Facility
September 13, 2016

Special Meeting was called to order by Mayor Paulekas at 6:00 p.m.

Roll call showed present: Vicki Henry, Joe Shumway, Andi Summerville (phone), Paul Weaver, Jayne Pearce, and Dave Paulekas. Absent: Klaus Hanson, Bryan Shuster, Joe Vitale.

The City Clerk read the notice:

NOTICE IS HEREBY GIVEN that a Special Meeting of the Laramie City Council will be held Tuesday, September 13, 2016, 6:00 p.m., in Council Chambers of City Hall, 406 Ivinson Street, for the following purposes:

1. Business Ready Community, Business Committed Grant for HIVIZ.

2. Adjournment.

1. Resolution 2016-63 authorizing the submittal of a Business Ready Community to support the construction of a second facility for HIVIZ and approving the Project Development Agreement

MOTION BY SHUMWAY, seconded by Henry, that Council Approve Resolution 2016 -63, authorizing the filing of an application by the City of Laramie, Wyoming with the Wyoming Business Council for a Business Ready Community Grant and Loan Program, Business Committed grant award in an amount not to exceed $3,000,000 and approve the Project Development Agreement between the City of Laramie, Laramie Chamber Business Alliance and HIVIZ and authorize the Mayor and Clerk to sign.

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

2. Adjournment.

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

MOTION CARRIED by voice vote.

Council adjourned at 6:19 p.m.

Respectfully submitted

Angie Johnson

City Clerk

LARAMIE CITY COUNCIL
PUBLIC HEARING
Business Ready Community Grant & Loan Program, HIVIZ
September 6, 2016

Public Hearing was called to order by Mayor Paulekas at 6:31 p.m.

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

The City Clerk read the notice:

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.

Mayor Paulekas asked if there were any comments.

There were no comments.

Public Hearing was closed at 6:32 p.m.

Respectfully submitted

Angie Johnson
City Clerk

LARAMIE CITY COUNCIL
PUBLIC HEARING
Application for Restaurant Liquor License for Hero Primo
September 6, 2016

Public Hearing was called to order by Mayor Paulekas at 6:32 p.m.

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

The City Clerk read the notice:

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. 3 rd 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.

Mayor Paulekas asked if there were any comments.

There were no comments.

Public Hearing was closed at 6:34 p.m.

Respectfully submitted

Angie Johnson
City Clerk

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
SEPTEMBER 6, 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, Henry, Shumway, Shuster, Summerville, Weaver, Pearce, and Paulekas. Absent: Vitale.

Staff present: Janine Jordan, City Manager; David Derragon, Assistant City Manager; Angie Johnson, City Clerk; Holli Austin-Belaski, Acting City Attorney; Todd Feezer, Parks & Recreation Director; Earl Smith, Public Works Director; and Dan Johnson, Fire Chief.

4. PRE-MEETING ITEMS

5. Disclosures by City Council Members

None.

6. Consideration of Changes in Agenda and Setting the Agenda

A. MOTION BY PEARCE, seconded by Shumway, that the following changes to the Agenda be approved: to Item No. 8F add No. 4. Special Meeting September 27, 2016, 6:00 p.m.

MOTION CARRIED by voice vote.

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

MOTION CARRIED by voice vote.

7. Approval of Consent Agenda

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

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.

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

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.

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.

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.

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.

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.4. September 27, 2016, 6:00 p.m. - Special Meeting, An Ordinance amending Title 15 of LMC regarding the DC District
4. **September 27, 2016, 6:00 p.m. - Special Meeting**: An Ordinance amending Title 15 of LMC regarding the DC District

9. REGULAR AGENDA

10. Restaurant Liquor License Application from Hero Primo, LLC

MOTION BY WEAVER, seconded by Henry, that 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.

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

11. Taxi License Application from Triplets, LLC

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

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

12. Bid Award for the Banner Road Sanitary Sewer Outfall Project

MOTION BY SUMMERVILLE, seconded by Shuster, that Council 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

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

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.

MOTION BY WEAVER, seconded by Pearce, that Council 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.

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

14. Original Ordinance No. 1949, amending Title 15 of Laramie Municipal Code for the purposes of amending the Landscaping Requirements. Third and Final Reading.

MOTION BY PEARCE, seconded by Shuster, that Council 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 of law, and authorize the Mayor and Clerk to sign the Ordinance.

MOTION BY SUMMERVILLE, seconded by Pearce, that Council postpone until October 18, 2016, and in the meantime, refer to The Parks, Tree, and Recreation Board, the City Arborist, and the Beautification Committee for comments.

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

15. At-Will Employment contract between the City of Laramie and Robert W. Southard for the position of City Attorney.

MOTION BY PEARCE, seconded by Summerville, that 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.

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

16. Tungsten Heavy Powder and Parts - Construction Contract Amendment

MOTION BY SHUSTER, seconded by Henry, that Council approve an amendment to the base contract between Sampson Construction Co. Inc., and the City of Laramie in the amount of $337,342.00 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.

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

17. Resolution 2016-62, to appoint one member to the Parks, Tree and Recreation Advisory Board.

MOTION BY WEAVER, seconded by Pearce, that Council approve Resolution 2016-62 declaring that one vacancy exists on the Parks, Tree and Recreation Advisory Board and that Nick Carlson 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.

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

18. Consideration of future Council work session topics

Summerville: Review the Wyoming Association of Municipalities financial recommendations for the October 25, 2016 Work Session.

Paulekas: review of City Fire Ratings, what it means, and how to take it to the next level, for October 25, 2106 Work Session.

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

None.

20. Adjournment

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

MOTION CARRIED by voice vote.

Council adjourned at 7:50 p.m.

Respectfully submitted,

Angie Johnson
City Clerk

CITY OF LARAMIE REGULAR COUNCIL MEETING September 20, 2016

Agenda Item: Resolution

Title: Resolution 2016-61 authorizing co-Sponsorship of the Friends of Community Recreation Skate Boarding Competition.

Recommended Council MOTION:

"I move that council approve Resolution 2016-61 authorizing co-sponsorship of the Friends of Community Recreation Skate Boarding Competition to be held on September 24, 2016 at the LaBonte Park Skate Board Park and authorize the Mayor and Clerk to sign."

Administrative or Policy Goal:

Continue public relations outreach to engage residents in municipal government.

Background:

The Friends of Community Recreation is a non-profit organization established in 1988 to support the construction of a recreation center for the Laramie Community. When the Laramie Community Recreation Center was complete in 2004, the "Friends" became an organization focused on raising funds to help organizations and citizens access the recreation center no matter what their financial circumstance. The money raised by this group is a great help to our community by providing activity scholarships to local underprivileged children.

This year, the Friends are organizing Grand Reopening Skate Park Competition to be held on September 24, 2016. They have requested that the City consider co-sponsoring this activity by authorizing the use of associated facilities at no charge. Funds raised by this event will be used for future skate park additions.

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

Legal/Statutory Authority:

Municipal Code 2.28.070: The Parks, Tree & Recreation Advisory Board shall review and make recommendations to the City Council for fees and charges for parks and recreation programs and facility uses.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects		
Loans on Project		
Other		
Total	$0.00	

EXPENSE

Proposed Project Cost.

Project Budget		Amount	Funds
Project Cost			
Loans on Project			
Grants for Project			
Other/Outside Projects			
City's Amount		$0.00	
Contingency	0%	$0.00	
Total Amount		$0.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation		
Less Amount Spent to Date		
Remainder of Budget	$0.00	

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

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

Responsible Staff:

Todd Feezer, Director
Parks & Recreation Dept.
Ph. 721-5260
tfeezer@cityoflaramie.org

Future dates are subject to change

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

Attachments: Resolution 2016-61

RESOLUTION NO. 2016- ____

A RESOLUTION AUTHORIZING SPONSORSHIP OF THE FRIENDS OF COMMUNITY RECREATION GRAND REOPENING SKATE PARK EVENT TO BE HELD ON SEPTEMBER 24, 2016 AND ALLOWING FOR THE USE OF ASSOCIATED FACILTIES DUIRNG THE EVENT

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

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

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

WHEREAS, the Grand Reopening Skate Park Competition is a fundraising effort that will use the LaBonte Park shelters and the skate park as a home base for the event, with participants using the skate park for the event, and;

WHEREAS, City sponsorship of Grand Reopening Skate Park Competition will also enable the "Friends" to utilize Wyoming Association of Risk Management to insure the event;

NOW THEREFORE, THE CITY COUNCIL OF LARAMIE, WYOMING RESOLVES:

Section 1: That the foregoing recitals are incorporated in and made a part of this resolution by this reference.

Section 2: That the City Council hereby approves the Resolution authorizing the sponsorship of the Friends of Community Recreation event to be held on September 24, 2016.

PASSED AND APPROVED this ___ Day of _____, 2016.

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

Attest:

_____
Angie Johnson, City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

LARAMIE 1868	**Agenda Item:** Orig. Ordinance - 3rd 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.

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 on third and final reading and authorize the Mayor and Clerk to sign.

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.

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 nor injure, 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 20, 2016

Agenda Item: Licensing

Title: Transfer of Restaurant Liquor License, from Pizza Hut of Laramie, Inc to High Plains Pizza, Inc.

Recommended Council MOTION:

That City Council approve the Application for Transfer of Restaurant Liquor License No. R-7, from Pizza Hut of Laramie, Inc. to High Plains Pizza, Inc. 1460 N 3rd Street, Laramie, Wyoming for the licensing term September 27, 2016 thru May 07, 2017, and authorize the mayor and clerk to sign.

Background:

Application for a transfer of Restaurant Liquor License R-7 from Pizza Hut of Laramie, Inc. to High Plains Pizza, Inc was filed in the City Clerk's Office on August 23, 2016. The premise location for the license is 1460 N 3rd Street, Laramie, Wyoming. The dispensing room location is a 12' x 8' enclosed room in the center of the building.

The application documentation presented appears to be complete. All required attachments have been received by the City. Advertisement requirement has occurred. 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: **$ N/A** Annual License Fee
$ 100.00 Pro-rated Transfer License Fee
$ 25.00 Processing Fee

Responsible Staff:

Angie Johnson, City Clerk

Public Hearing (PH) Held	9/20/2016
PH Advertised	9/13/2016
	9/20/2016

WLD-31 (1/16)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

Date Filed With Clerk: 8 / 23 / 16

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ —
Add'l Dispensing Room Fee:	$	$
Transfer Fee:	$ 100.00	
Total License Fee Collected	$ 100.00	$
Publishing Fee Collected:	$ will be billed from newspaper	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 9/16/16 + 9/20/16

Hearing Date: 9 / 27 / 2016

LICENSE TERM: 9 / 20 / 2016 (Month / Day / Year)

Through: 5 / 7 / 2017 (Month / Day / Year)

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

Formerly Held by: Pizza Hut of Laramie, Inc.

Applicant: High Plains Pizza, Inc.

Trade Name (dba): Pizza Hut #264

Premise Address: 1460 N 3rd (Number & Street)

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

Mailing Address: PO Box 2438 (Number & Street or P.O. Box)

Liberal (City) KS (State) 67905 (Zip)

Business Telephone Number: (307) 742-8118 (620) 624-5638

Fax Number: (620) 624-5411

E-Mail Address: taxes@highplainspizza.com

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

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 (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)
- ☑ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

- ☐ NON-OPERATIONAL/PARKED
- ☑ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

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

HOURS OF OPERATION (e.g. 10a - 2a): 11am - 10pm

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

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

11'8" x 7'6" Room in Center of Building

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)

MFG:

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

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

Lot 1+2 Block 36 Downey Addition Laramie, WY, Zone B-2

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

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

(2) **LEASE** the building in which sales room is located? ☑ YES (lease)

(A) **DATE** lease expires 2/22/18 located on page 1 paragraph 5 of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 9 of lease.

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

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

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☑ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☑ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☑ NO

   (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: _____

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

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

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

RESTAURANT OR BAR AND GRILL LICENSE:

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

RESORT LICENSE:

9. Does the resort complex:

   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars ($1,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

    (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY ☐ WINERY

11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

    (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

    (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY ☐ WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

    (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

    (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

LIMITED RETAIL (CLUB) LICENSE:

14. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

    (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

    (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐YES ☐NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐YES ☐NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐YES ☐NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐YES ☐NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐YES ☐NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐YES ☐NO

(g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? ☐YES ☐NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?
(THE PETITION MUST BE ATTACHED TO APPLICATION) ☐YES ☐NO

(i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? ☐YES ☐NO

LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than fifty (50) bona fide members? ☐YES ☐NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐YES ☐NO

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

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

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				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: W.S. 12-4-102 (a) (iv) & (v)
Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
SEE ATTACHED						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.)

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~~ Kansas *)*
SS.
COUNTY OF Seward *)*

Before Me, Barbara L. Short *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Seward *County, State of* ~~Wyoming,~~ Kansas *personally appeared* W. Kent Colvin & Amy Hinkle *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

BARBARA L. SHORT
Notary Public - State of Kansas
My Appt. Expires 5-4-17

1. W. Kent Colvin
2. Amy Hinkle
3.
4.

My Commission expires: 5-4-17

Witness my hand and official seal:
Barbara L. Short
(Notary Public or other officer authorized to administer oaths)

Title Notary Public *Dated:* 8-11-16

REQUIRED ATTACHMENTS:

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

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

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

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent		
Chief		
Acct.		

Mike O'Donnell

2653 Chevy Road

Cheyenne, WY 82009

To Whom It May Concern:

This letter is to inform you that I give full permission and rights to transfer the Liquor License listed below to High Plains Pizza, Inc.

Laramie, Wyoming Restaurant Liquor License R-1
Located at 1460 North 3rd, Laramie, WY

Should you have any questions please feel free to contact:

Amy Hinkle, High Plains Pizza, Inc.

PO Box 2658

Liberal, KS 67905

(620)624-5638

Thank you for your prompt attention to this matter.

Sincerely,

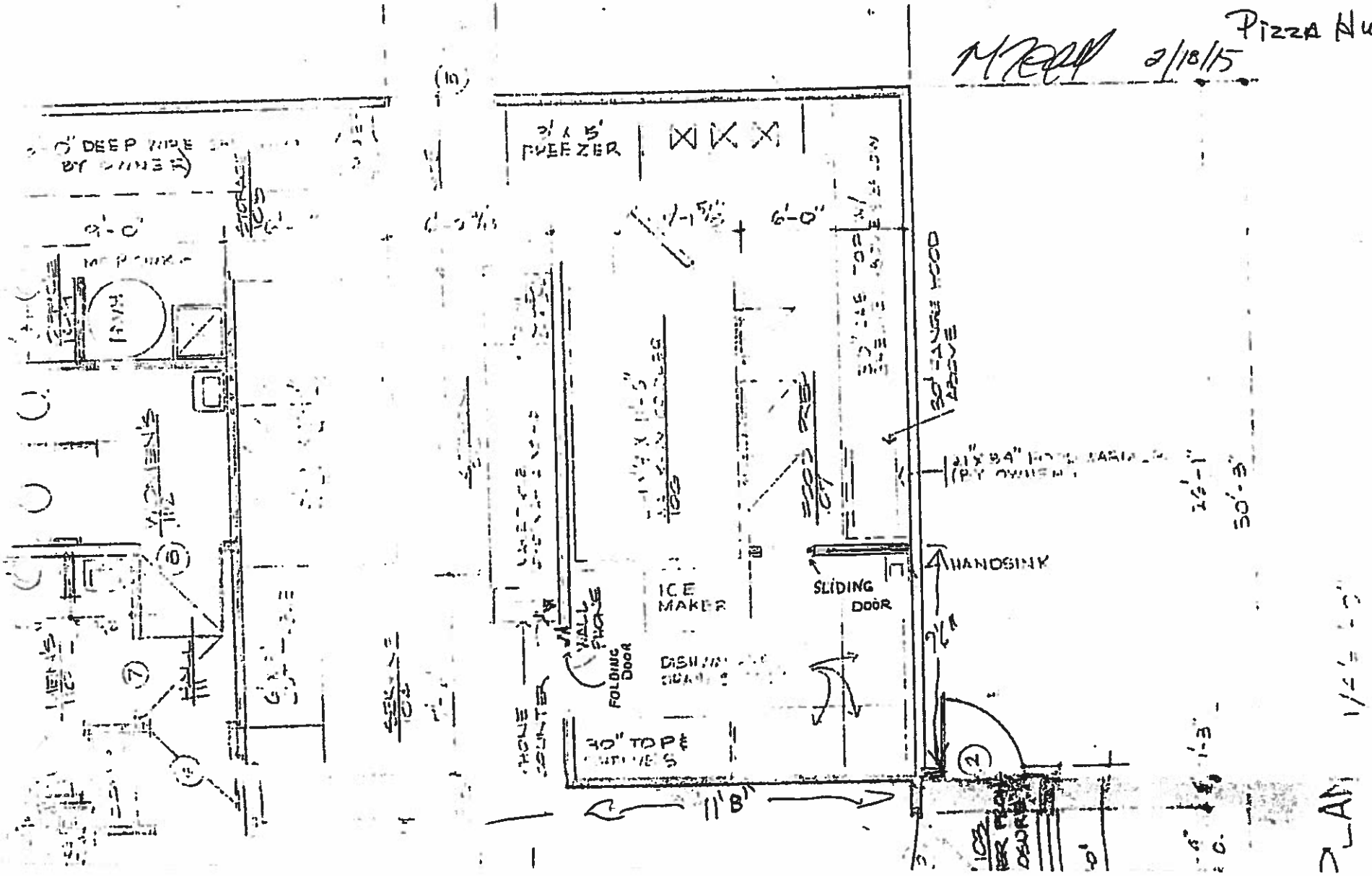
Mike O'Donnell

OFFICERS AND DIRECTORS OF
HIGH PLAINS PIZZA, INC.
dba: PIZZA HUT
As Of January 1, 2016

Name	Birthdate/ Formation	Position	Address and Phone #	# Years	Ownership Percent Total	Voting	Non-Voting	Convicted of Felony	Convicted of Violation
William K. Colvin Marital GST Trust 48-6360179	1/1/1999	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	9.47%	8.48%	10.59%	NO	NO
Kevin Colvin Gift Trust 48-6360067	1/1/1999	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	3.13%	4.05%	2.10%	NO	NO
Kayla Colvin Gift Trust 48-6360066	1/1/1999	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	3.13%	4.05%	2.10%	NO	NO
Brandi Colvin Gift Trust 48-6360085	1/1/1999	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	3.13%	4.05%	2.10%	NO	NO
Michael Alex Colvin Gift Trust 48-6360086	1/1/1999	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	3.13%	4.05%	2.10%	NO	NO
Brett Colvin Gift Trust 48-6360069	1/1/1999	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	2.64%	4.05%	1.06%	NO	NO
Corey Colvin Gift Trust 48-6360068	1/1/1999	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	2.64%	4.05%	1.06%	NO	NO
Geoffrey Colvin Gift Trust 48-6360071	1/1/1999	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	2.64%	4.05%	1.06%	NO	NO
Alyssa Colvin Gift Trust 48-6360070	1/1/1999	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	2.64%	4.05%	1.06%	NO	NO
Joshua Edward Kohler Gift Trust 48-6375560	4/1/2001	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	2.64%	4.05%	1.06%	NO	NO
Brionna Faith Colvin Gift Trust 48-6375589	4/1/2001	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	3.13%	4.05%	2.10%	NO	NO
Austin Gregory Colvin Gift Trust 75-6645411	3/1/2002	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	2.64%	4.05%	1.06%	NO	NO
Matthew Lee Colvin Gift Trust 20-6428317	10/1/2004	N/A	P.O. Box 2438 Liberal, KS (620)624-5638	16	2.64%	4.05%	1.06%	NO	NO
Colvin, W. Kent SS# 514-58-9715	4/4/1955	President Director	1641 N. Cain Liberal, KS (620)624-5512	45	19.11%	14.29%	24.53%	NO	NO
Colvin, Michael SS# 514-58-9747	2/4/1958	Secretary Director	P.O. Box 2438 Liberal, KS (620)624-5638	41	17.64%	14.29%	21.40%	NO	NO
Colvin, Greg SS# 514-58-9701	2/10/1962	Treasurer Director	82 Elk Drive Great Falls, MT (406)452-1978	38	19.61%	14.29%	25.57%	NO	NO
Colvin, Virginia SS# 511-26-3635	3/7/2029	Vice President	600 Lilac Liberal, KS (620)624-5597	54	0.00%	0.00%	0.00%	NO	NO
Hinkle, Amy SS# 513-82-8213	7/15/1966	VP Finance	320 Sunflower Liberal, KS (620)626-8744	18	0.00%	0.00%	0.00%	NO	NO
Total					100.00%	100.00%	100.00%		

Pizza Hut

2/18/15



CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

Agenda Item: Licensing

Title: Temporary use of Retail Liquor License No. 4, Hensley Property Holdings, LLC in Albany County.

Recommended Council MOTION:

That City Council grant permission to Hensley Property Holdings, LLC, dba Roxie's on Grand, Retail Liquor License No. 4, to file an application for alcohol catering with Albany County Commissioners to locate their license at the Vee Bar Guest Ranch in Albany County on October 1, 2016 from 2:00 pm to 2:00 am the next day for a private wedding reception.

Administrative or Policy Goal:

To fulfill the legal requirements of the Wyoming State Liquor Laws.

Background:

The City Clerk's Office received the attached Event Permit Application on September 14, 2016, which serves as Hensley Property Holdings, LLC request to secure permission to file an application for catering alcohol with Albany County Commissioners.

Roxie's on Grand is catering a private wedding reception at the Vee Bar Guest Ranch in Albany County on October 1, 2016 from 2:00 pm to 2:00 am the next day.

If approval of this request is granted by the City Council, Roxie's on Grand's application with the Albany County Commissioners for an alcohol permit for this event will be considered. The permit fee will be paid by Roxie's on Grand to Albany County.

Legal/Statutory Authority:

As per Wyoming State Statute 12-4-502(d) ". . . . Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction that to which application is made, shall secure the written approval of the licensing authority of the jurisdiction in which the licensed premises are located prior to filing an application for a permit."

BUDGET/FISCAL INFORMATION: n/a

REVENUE: $0.00

Responsible Staff:

Angie Johnson, City Clerk

Application for Catering Permit

Permit No. 4

Date: 9/14/16

TO THE BOARD OF COUNTY COMMISSIONERS OF ALBANY, COUNTY, LARAMIE, WYOMING

I, Roxie Hensley the undersigned, do hereby make application for the issuance of a Catering Permit for the sale of Alcoholic and Malt Beverages to be sold on the following described premises: Vee Bar Ranch Wedding Reception

with sales to be made on the following date(s) and time(s): Oct 1, 2016 to Oct 2, 2016

2:00 pm until 2:00 am (Oct 2, 2016)

for the purpose of: (State whether application is for a meeting, convention, private party, dinner, or other similar gathering) Private Party

I am / am not the holder of a Retail Liquor License.

Name of establishment licensed: Roxie's on Grand, Hensley Property Holdings, LLC

This application is made pursuant to the provisions of the Wyoming Statutes and it is understood that no licensee holding a Catering Permit shall sell or permit consumption of any alcoholic or malt beverages off the premises described on the permit. It is further understood that every person holding a Catering Permit issued by Albany County shall pay in advance the sum of Twenty-five Dollars ($25) per each day of the permit.

VERIFICATION AND ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF ALBANY) ss.

I, ROXIE HENSLEY, being first duly sworn deposed and says that I have subscribed the foregoing application; that I know the contents thereof and that the facts stated therein are true.

Roxie Hensley

Subscribed and sworn before me this 14 day of Sept., 2016.

Kay [illegible]

County Clerk/Notary Public

Term
My Commission Expires: 01/07/19

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

ROXIE'S ON GRAND
AN AMERICAN BISTRO
221 EAST GRAND AVE
LARAMIE, WYOMING 82070
307-745-4577

FIRST INTERSTATE BANK WY
221 IVINSON ST
LARAMIE, WYOMING 82070

93-168/929

4896

9/14/16

PAY TO THE ORDER OF Albany County Clerk $ 25.00

Twenty five & no/100 DOLLARS

GO POKES!

MEMO:

AUTHORIZED SIGNATURE

⑈004896⑈ ⑆092901683⑆0900610528⑈

ROXIE'S ON GRAND • AN AMERICAN BISTRO

4896

Roxie 399-1651
Mail when Ready

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

Agenda Item: Licensing

Title: Vehicle For Hire License Application

Recommended Council MOTION:

That Council approve a Vehicle For Hire License to Fareride, (Owner: Gary Hopkins/Mike Hopkins) 2275 Snowy Range Rd, Laramie, Wyoming, for the period of September 20, 2016 to December 31, 2016.

Administrative or Policy Goal:

To conform to the UDC & the Laramie Municipal Code.

Background:

Fareride, (Owner: Gary Hopkins/Mike Hopkins) has filed an application for a Vehicle For Hire License. The business is a taxicab service.

The application was filed September 12, 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. _____

RECEIVED
SEP 12 2016
BY: [illegible]

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

For the license term from: ___/___/16 through 12/31/16

1. Applicant: GARY HOPKINS / MIKE HOPKINS
2. Business Name (dba): FARERIDE
3. Corporate Name: FARERIDE
4. Business Phone Number: 307-399-4697
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:
GARY HOPKINS / MIKE HOPKINS
6. Premise Address: 2275 SNOWY RANGE RD.
LARAMIE, WY 82070
7. Mailing Address (if different from above): Same
8. The amount of capital proposed to be used: $ 1000.00
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: ☐ 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 12th day of September 16.

Signature of Applicant

Police Department After review of this application, I make the following recommendations:
See Attached Document

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):
approve

David M Beraugh, ACM City Manager

Fair Ride Taxi, LLC

Business information and schedule of current Rates and Surcharges

Legal Entity Name
Members of LLC/Partnership
Registered agent
Federal Tax ID#
Business Phone
Business Fax
Business Website
Business Email
Operating Location
Mailing and Registered Address

Rates and Surcharges Overview
(Current as of 8/1/16)

Please note that as with any business, rates and charges are subject to change and may vary according to season, demand, the overall market, competitor rates, all prices, etc. Rates generally do not fluctuate +/- 20% except in cases of sales, promotions, or abnormal demand.

Startup/Flag Drop fee: $5
Standard Mileage Rate: $2.50 per mile increment
Wait Time: $5 per 5 minutes
Pet Fee: $5 per trip
Luggage/Cargo Fee: $5 per trip
Vomit: $250 fee
Smoking in vehicle: $250 fine
Stains or burns in vehicle: $500 fine
NO drugs or alcohol of any kind permitted in vehicle
Harassment: If there is harassment of any kind you will be dropped off at a place of drivers' convenience

--We pay our customers sale taxes for them, out of our own pockets.
--Pet Fee does not apply to vested, registered service animals
--Customers who prefer not to pay for lost item delivery may pick up their belongings at the Laramie Police Department or ACSD Lost and Found (whichever we are directed to) after 24 hours. Lost item delivery is an option and a service, but is not required.
*We are currently under contract until February 2016 (with an option to renew) with Ivinson Memorial Hospital, to provide FREE rides to and from IMH (within city limits).
**We are currently under contract until July 2017 with Mingles Lounge to provide a $6 flat rate/maximum cap for all rides to or from that business.
***We occasionally offer rides and flash sales at our discretion.

CITY OF LARAMIE REGULAR COUNCIL MEETING September 20, 2016

Agenda Item: Agreement - Professional Services

Award of Professional Services Agreement for the Wastewater Master Plan

Recommended Council MOTION:

"I move to award the Professional Services Agreement for the Wastewater Master Plan to Burns and McDonnell, of Centennial, CO, in the total amount of $446,950.00 plus a contingency of $45,000.00 for a total amount not to exceed $491,950.00 and authorize the Mayor and Clerk to sign and to authorize the necessary budget revision."

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:

In May 2016, staff issued a Request for Qualifications seeking qualified firms to develop a Wastewater Master Plan (WWMP). The master plan will include a complete analysis of the City's wastewater system, including wastewater treatment plant and wastewater collection system. The Wastewater Master Plan will result in a product that addresses the current and long term needs of the Laramie wastewater utility. The proposed WWMP is the first such effort in Laramie since the mid-1980's (approx. 30 years). It is typical to revise/update master plans every 5 years or so.

The master plan will include recommendations for future improvements to the wastewater treatment plant as it relates to capacity and our ability to meet current and future water quality standards. The master plan will also provide a thorough analysis of the wastewater collection system to determine any constraints within the existing system and to develop a plan for expansion into future growth areas of the community.

As per the City's purchasing policies, a Request for Qualifications (RFQ) for this project was issued. Proposals from consulting firms were received on July 1, 2016. Seven highly qualified firms responded to the RFQ:

- Burns and McDonnell
- Farnsworth
- HDR
- Stantec
- Sunrise-FEI
- Trihydro
- Western R&D

On July 14, 2016, a selection committee made up of a representative of the City knowledgeable in the subject matter met, reviewed the proposals, and recommended four firms for further consideration. The firms of Burns and McDonnell, HDR, Sunrise-FEI, and Trihydro were invited to interview with the selection committee. Those interviews were conducted on July 21, 2016.

Based upon the results of the interview process, the firm of Burns and McDonnell was recommended to be awarded the Laramie Wastewater Master Plan Project.

Due to the immense scope of the project, Staff then initiated discussions with Burns and McDonnell to develop a final scope of services and a final fee. After considerable debate we were able to agree upon an acceptable scope of services and associated fee.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

The total available budget for this master plan project is $450,000. The base fee for the scope of services is within the available budget, however, the contingency is over and above the available budget. Therefore, staff is requesting use of wastewater fund reserves to cover contingency. This funding would only be needed if any unforeseen tasks arise.

REVENUE

Source	Amount	Type
Fees/Charges for Service	$450,000.00	Enterprise Fund Revenue Pg. 164 of Ent. Fund Budget
Grants for Projects		
Loans on Project		
Other		
Total	$450,000.00	

EXPENSE

Proposed Project Cost.

Project Budget		Amount	Funds
Project Cost		$446,950.00	Burns and McDonnell Fee
Loans on Project			
Grants for Project			
Other/Outside Projects			
City's Amount		$446,950.00	
Contingency	0%	$45,000.00	
Total Amount		$491,950.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	$450,000.00	Page 164 Enterprise Funds Biennial Budget Book
Less Amount Spent to Date		
Remainder of Budget	$450,000.00	

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

Expenditures	Amount	Fund
Proposed Expenditure	$491,950.00	
Current Budget	$450,000.00	
Additional Amount Requested	$42,173.00	
Total Proposed Budget	$492,173.00	

Responsible Staff:

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

Attachments:
Professional Services Agreement

AGREEMENT FOR
PROFESSIONAL ENGINEERING
SERVICES BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
BURNS & MCDONNELL

1. **Parties**. This Agreement is made and entered into this ____ day of _____ 2016, by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as "City") whose address is 406 Ivinson Street, Laramie, Wyoming 82070 and Burns & McDonnell, (hereinafter referred to as "Consultant") whose address is 9785 Maroon Circle, Suite 400, Centennial, CO, 80112.

2. **Purpose of Contract**. The Consultant shall provide professional engineering and other services to perform all operations described in the scope of work and supporting documents necessary to complete the approved scope of services for the Wastewater Master Plan.

3. **Term of Contract and Required Approvals**. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from the date of execution through the completion of the work as described in Attachment A, unless otherwise terminated or extended as outlined herein.

4. **Payment.**

A. **Contract Sum**.

(i). City agrees to pay the Consultant for the services described herein and in Attachments A. The Consultant shall provide services in Attachment A for the total projected fee not to exceed the amount of FOUR HUNDRED FORTY SIX THOUSAND NINE HUNDRED FIFTY and 00/100 DOLLARS ($446,950.00). Budgets listed in Attachment A for the identified tasks are not transferrable without prior authorization. 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 Consultant's receipt of a Notice to Proceed, whichever occurs later.

(ii). Reimbursable expenses, including transportation and copying will be included in the remuneration of services listed in Attachment A, which is attached hereto and incorporated herein and shall be included as a reimbursable expense item in the not to exceed amount of this contract.

(iii). Payments under this Contract shall not be based upon a percentage of the construction cost, in accordance with the prohibition at Wyo. Stat. §9-2-1032(e).

(iv). The Consultant may submit monthly invoices for payment based on the work completed as outlined in Attachment A. Monthly invoices for services associated with Additional Services shall have written authorization from the City before proceeding with any

additional services. Payments shall be made pursuant to Wyo. Stat. §16-6-602. Payments made beyond forty-five (45) days after invoice will include interest at the legal rate for the State of Wyoming for such period beyond thirty (30) days. Any fees for services must be performed prior to the submission of the invoice. No advance payment for services may be requested.

(v). Records of personnel, consultants, extra and reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis, acceptable to City, and shall be available to City or authorized representatives of City upon request by City.

B. Progress Payments for the Consultant's services, as described in Attachment A shall be for time expended on projects by Consultant and of consultant's sub consultant firms.

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

A. <u>General Services</u>.

(i). The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The Consultant shall comply with the schedule for the performance of all services as outlined in Attachment A, which is attached hereto and incorporated herein to this Contract and which shall be adjusted, if necessary, as the project proceeds. The schedule shall be in the form of a progress chart so as to indicate by percentage the work completed at any time. The Consultant shall update the progress schedule as requested by City. This schedule shall include allowances for periods of time required for City's review, and for approval of submissions by authorities having jurisdiction over each project. Time limits established by this schedule approved by City shall not, except for reasonable cause, be exceeded by the Consultant.

(ii). The Consultant may have a direct contract with a person or entity to perform a portion of services required by this Contract. Such subcontract to other consultants is at the Consultant's expense, and those expenses will be reimbursable through payment requests as detailed above to the extent it deems necessary to complete the scope of services for the Wastewater Master Plan as described in Attachment A and for the public meetings, project reports, and recommendations, including mechanical, electrical, structural and civil engineers licensed as such by the State of Wyoming and any other consultant necessary for the development of the project. The Consultant agrees that it is as fully responsible to City for negligence, negligent acts and omissions of its subconsultant and their agents, and or persons either directly or indirectly employed by them, as it is for the negligence, negligent acts or omissions of person is directly employed by it. Nothing in the foregoing procedure shall create any contractual relation between City and any consultants employed by the Consultant under the terms of this Contract. By written agreement, the Consultant shall require each subconsultant, to the extent of the services to be performed by subconsultant, to be bound to the Consultant by the terms of this Contract, and to assume toward the Consultant all obligations and responsibilities which the Consultant, by this Contract, assumes toward City.

(iii). The Consultant shall consult, to the extent required by City, with authorized employees, agents and/or representatives of City relative to the Wastewater Master Plan

and completion of the project in Attachment A.

(iv). The Consultant shall designate a principal or staff member of Consultant's staff satisfactory to City as the Project representative who shall, so long as their performance continues to be acceptable to City remain in charge of the engineering services for the project in Attachment A from City Council approval through completion of the work.

(v). The Consultant shall assist City in fulfilling requirements and contingencies set forth or required by appropriate authorities and agencies whose interest bears on the professional engineering and other services to perform all operations necessary to complete scope of services for the Wastewater Master Plan as outlined in Attachment A. Appropriate authorities and agencies shall mean any private, local, municipal, county, state, region or federal authority or agency with which each of the projects may be involved. This term is intended to include those agencies and authorities, which may require information or the filing of plans, specifications, or other documentation or verifications in connection with the project in Attachment A on either a voluntary or non-voluntary basis.

(vi). The Consultant shall provide copies of all documents required by City for review and approval by City and the appropriate authorities and agencies. Expenses incurred in reproduction will be reimbursed per the reimbursement schedule in Attachment A.

(vii). The Consultant shall provide professional engineering and other services to complete the Wastewater Master Plan as outlined in Attachment A; services will include professional engineering and other services to complete design, bidding, construction administration and observation services.

(viii). Extra Services of Consultant. When authorized in advance by means of a written City change authorization, pursuant to the amendment provision of this Contract contained in Paragraph 8(A), shall be paid for by City, as provided Paragraph 4 (B), for each project in Attachment A. If, in the opinion of City, the scope of the extra services significantly changes the terms of this Contract, City has the right to publicly advertise and negotiate for those services without terminating this Contract.

6. <u>Responsibilities of City</u>.

A. Unless otherwise provided in this Contract, City shall provide full information in a timely manner regarding requirements for and limitations on each project in Attachment A.

B. City's Project representative as identified in Paragraph 8 (Q) shall be authorized to act on the behalf of City with respect to each of the projects in Attachment A. City and/or his designee shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

C. City shall notify the Consultant upon awareness of any deficiencies or defects in the design during the preliminary engineering design phase.

D. Nothing in this Contract nor any act or failure to act on the part of City shall be construed as a waiver of a claim by City for any defects or deficiencies in the scope of services of the project required of the Consultant.

7. Special Provisions.

A. Limitation of Payments. City's obligation to pay the Consultant for services rendered pursuant to this Contract is conditioned upon the availability of City's funds which are allocated to pay the Consultant. If funds are not allocated and available to pay the Consultant for these services, City may terminate this Contract at the end of the period for which the funds are available.

City shall notify the Consultant at the earliest possible time if this agreement will or may be affected by a shortage of funds. No liability shall accrue to City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit City to terminate this Contract in order to acquire similar services from another party. The Consultant shall be paid for any allowable services provided and expenses incurred prior to receipt of any such notification that City was terminating the Contract because of a shortage of funds.

B. Assumption of Risk. Consultant shall assume the risk of any loss of State or Federal funding, either administrative or program dollars, due to Consultant's failure to comply with State or Federal requirements. City shall notify Consultant of any State or Federal determination of noncompliance.

C. Monitor Activities. City shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all the Consultant's personnel in every phase of performance of Contract related work.

D. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

E. Nondiscrimination. The Consultant 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 (hereinafter referred to as "ADA"), 42 U.S.C. 12101, et seq. The Consultant 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. The Consultant shall include the provisions of this section in every subcontract awarded in excess of

ten thousand dollars ($10,000) so that such provisions are binding on each subcontractor.

F. 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 Consultant, shall identify City as the sponsoring agency and shall not be released without prior written approval from City.

G. Immigration Reform and Control Act of 1986. In connection with the performance of the Consultant pursuant to this agreement, the Consultant warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986 (P.L. 99-603, November 6, 1986) which prohibits the hiring, referral or recruitment of aliens not authorized to work, and provides for employer verification that an individual is not an unauthorized alien. The Consultant agrees to send notice to all subconsultants regarding the requirements of the Immigration Reform and Control Act of 1986 and notice that they are expected to comply with all of its provisions.

H. Wyoming Preference Act of 1971. The Consultant shall comply with the "Wyoming Preference Act of 1971". Special attention if called to W.S. §§ 16-6-203: Every person who is charged with the duty of construction, reconstructing, improving, enlarging, altering or repairing any public works project or improvement for the state or any political subdivision, municipal corporation, or other governmental unit, shall employ only Wyoming laborers on the project or improvement. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for the employment from within the state or are not qualified to perform the work involved. A person required to employ Wyoming laborers may employ other than Wyoming laborers if that person informs the nearest state employment office of his employment needs and the state employment office certifies that the person's need for laborers cannot be filled from those listed as of the date the information is filed. Consultant shall also comply with W.S. §§ 16-6-201, 16-6-202, 16-6-204, 16-6-205 and 16-6-206, as applicable.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract. Change in Services of the Consultant, including services required of Consultant's subconsultants, may be accomplished after execution of this Contract, without invalidating this Contract, if mutually agreed in writing,

B. Americans with Disabilities Act. The Consultant 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/or any properly promulgated rules and regulations related thereto.

C. 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.

D. **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. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

E. **Audit**. City and any of its representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract. Additionally, the Consultant shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

F. **Award of Related Contracts**. City may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other Consultants and City in all such cases and the City shall provide notice to the Consultant prior to awarding any such contract.

G. **Compliance with Law**. The Consultant's professional services shall be consistent with sound engineering practices and shall keep informed of and comply with all applicable federal, state and local laws, regulations, codes and standards that are applicable in the performance of this Contract. In the event of a change in laws and/or regulations of which the Consultant shall inform City of the change and its impact on work already performed or to be performed, fees and costs involved, and scheduling. If either City or the Consultant believes the change requires a renegotiation of this Contract, both parties will renegotiate the Contract promptly and in good faith. If a renegotiated Contract cannot be agreed to, either party may terminate this Agreement pursuant to Paragraph 8 (X).

H. **Confidentiality and Publicity**. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by City for its release. The Consultant shall have similar agreements with any subconsultants to maintain the confidentiality of information specifically designated as confidential by City.

I. **Entirety of Contract**. This Contract, consisting of fourteen (14) pages, together with Attachment A, which is entitled Scope of Work and Cost Estimate for Professional Services consisting of ELEVEN (11) pages, and includes all material as outlined in the Request for Qualifications dated June 3, 2016 and amendments, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral, unless otherwise terminated or extended as outlined herein.

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

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

L. **Indemnification**.

(i) **General Indemnity:** The Consultant shall indemnify, defend and hold harmless the City, and their officers, agents, employees, successors and assignees from any and all third party claims, losses and liability arising out of the Consultant's work under the Agreement providing that such a claim, damage, loss or expense is attributed to bodily injury , sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

(ii). Professional Liability Indemnifications: The Consultant agrees to indemnify and hold the Owner harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceeding for professional negligence would be barred by the applicable statute of repose or statute of limitations.

(iii). Without limitation as to other remedies, which City may have, the Consultant will without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.

M. **Independent Contractor**. The Consultant 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 Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant 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 Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on the behalf of the City. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of the Consultant or their agents and/or employees as a result of this Contract.

N. **Kickbacks**. The Consultant 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. The Consultant shall provide the City with a certification under oath that he has not in any way been involved in any gratuities, kickbacks or contingent fees in connection with his selection or ultimate performance under this contract. If the Consultant breaches or violates this warranty, City may, at its discretion, terminate this Contract without liability to the City, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

O. **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.

P. **Notice and Approval of Proposed Sale or Transfer of Consultant**. The Consultant shall provide City with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract. If City determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Consultant's obligations under this Contract, then City may, at its option, terminate or renegotiate the Contract.

Q. **Liaison and Notice** City's and Consultant's Designated Representatives.

(i) City's designated representative is Earl Smith, Public Works Director, P.E., PO Box C, Laramie, WY 82073: telephone number: (307) 721-5241, cell phone number: (970) 539-5954, and email: esmith@cityoflaramie.org.

(ii) The Consultant's project representative is Anthony C. Beeson, P.E., Project Manager, Burns and McDonnell, 9785 Maroon Circle, Suite 400, Centennial, CO 80112, telephone number: (303) 721-9292, and email: abeeson@burnsmcd.com

(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.

R. **Insurance**. The Consultant shall maintain the following insurance:

(i). **Comprehensive General Liability**. The Consultant 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 one million each occurrence and one million dollars ($1,000,000.00) in the general aggregate.

(ii). Workers Compensation or Employers Liability Insurance. The Consultant shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Contract. The Consultant's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required or such other workers compensation insurance as appropriate. The Consultants insurance shall include AStop Gap@ coverage in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per employee for each accident and disease. The Consultant shall have also supply proof of workers' compensation and employer's liability insurance on each and every subconsultant before allowing that sub consultant on the job site.

(iii). Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the City from any and all claims arising from the Consultant's alleged or real professional errors, omissions or mistakes in the performance of professional duties by the Consultant or his structural, electrical, or mechanical engineering consultants in an amount not less than one million dollars ($1,000,000.00).

(iv). Business Automobile Liability. The Consultant 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.

(v). 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. The Consultant 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.

(vi). Additional Insured. All insurance policies required by this Contract, except workers' compensation and professional liability insurance or errors and omissions liability insurance, shall name City as an additional insured, and shall contain a waiver of subrogation against City, its agents and employees. The Consultant shall provide, upon request a copy of an endorsement providing this coverage.

(vii). City's Right to Reject. The City reserves the right to reject a certificate of insurance if the Consultant'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.

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

(ix). **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 the Consultant 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.

S. **Ownership of Documents/Work Product/Materials**. All construction documents including but not limited to the plans and specifications, prepared by the Consultant, whether complete or incomplete, shall be and remain the property of City and any other, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of City. City will not revise any of the construction documents without prior written approval of the Consultant.

T. **Patent or Copyright Protection**. The Consultant 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 The Consultant or its subcontractors will violate any such restriction.

U. **Prior Approval**. This Contract shall not be binding upon either party; no services shall be performed under the terms of this Contract, until this Contract has been reduced to writing, approved by the Laramie City Council.

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

W. **Taxes**. The Consultant 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.

X. **Termination of Contract**.

(i). If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if either party shall violate any of the covenants, Contracts or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract if such default or violation is not corrected within fifteen (15) days after submitting written notice to the other party. Documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under their Contract shall then immediately be turned over to the City. In the event of such termination, The Consultant shall be entitled to receive just and equitable compensation, not to exceed the agreed amount for services provided before termination, for any satisfactory work completed on such documents and other materials prior to receipt of Notice of Termination including reimbursable expenses then incurred less any damages sustained by City incident to the Consultant's breach.

(ii). In event of termination, all finished or unfinished design development and construction documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall be immediately surrendered to City.

(iii). In the event of termination, City shall pay to the Consultant, as full payment for all services performed and all expenses incurred under this Contract, which shall have become payable because of the progress in the work. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents, whether delivered to City or in the possession of City and to authorized reimbursable expenses.

(iv). If, upon payment of the amount required to be paid under this paragraph herein following the termination of this Contract, City thereafter should determine to complete the original project or substantially the same project, City for such purposes shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates, and other construction documents prepared under this Contract by the Consultant without liability to the Consultant or its subconsultants. At the Consultant's request, City agrees to credit the Consultant which such authorship as may be due him or her, but is not required to renew the Contract. City will not reuse any of the construction documents without prior written approval of the Consultant.

Y. **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.

Z. **Disputes/Remedies**. In seeking to resolve any dispute relating to this Contract, City does not waive its sovereign immunity. Any dispute or claim arising out of or relating to this Contract may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Contract.

AA. **Limitations on Lobbying Activities**. In accordance with P.L.101-121, any payments made from a Federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying Congressmen, or any other Federal Department in connection with the award of a Federal grant, contract, cooperative agreement, or loan. The Consultant and any subcontractors shall submit a certification statement and disclosure form acceptable to the State before commencement of the work.

BB. **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.

CC. **Warranty**. The Consultant 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;

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

(v). is responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by the Consultant under this Contract.

DD. **Patent or Copyright Protection**. Consultant 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 Consultant or its sub-consultants will violate any such restriction.

EE. **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 Consultant 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.

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.

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

HH. **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.

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

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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 Consultant 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: _____
Angela Johnson, City Clerk

CONSULTANT: Burns and McDonnell

By: _____

Title _____

Burns & McDonnell Engineering Co.

City of Laramie, WY

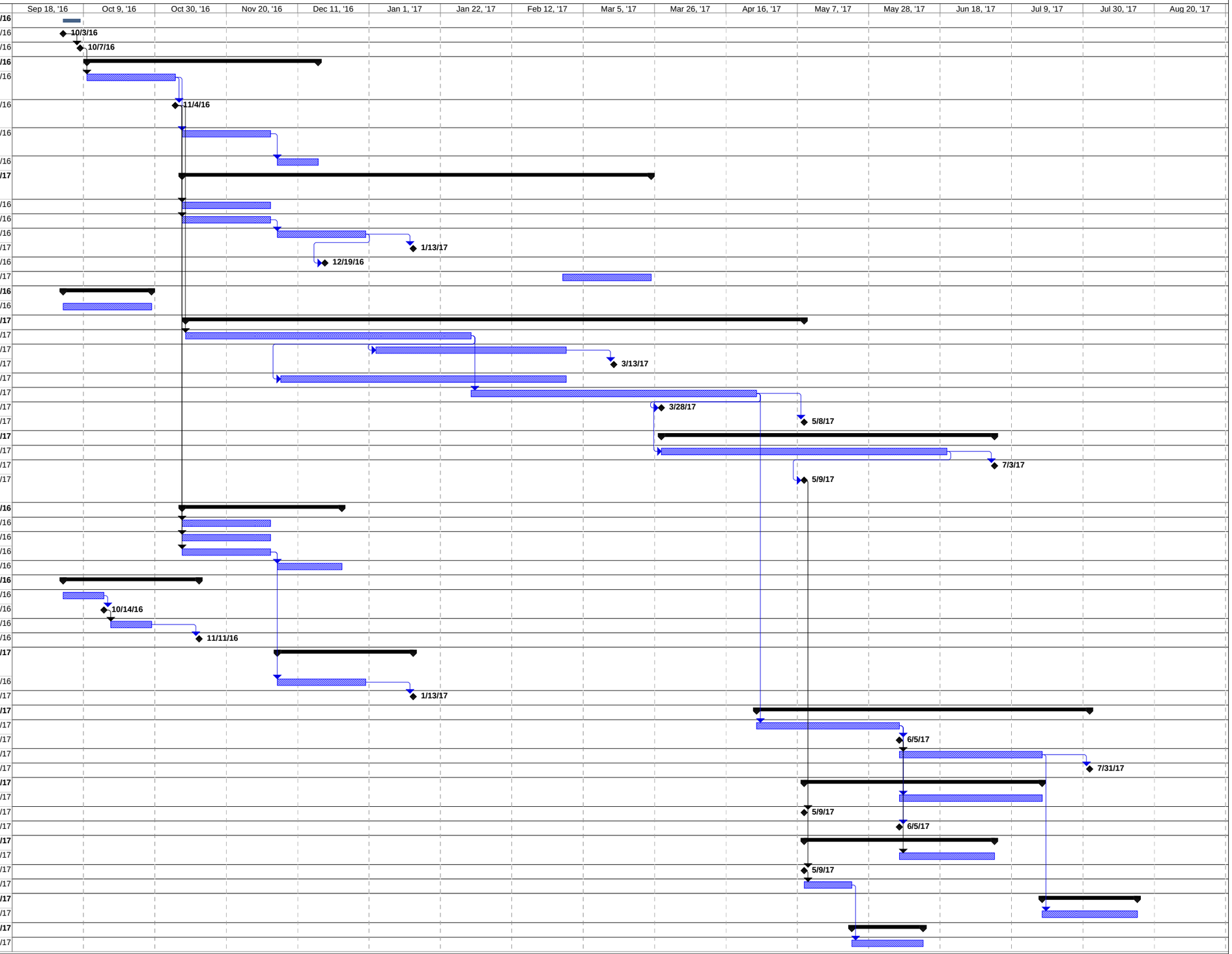
Wastewater Master Plan Project

Professional Engineering Services Fee Estimate

	Unit Costs/Expenses				Project Manager Level 14	Process Engineer Level 14	Process Engineer Level 12	Staff Engineer Level 10	Mechanical Engineer Level 13	Electrical Engineer Level 12	Structural Engineer 12	Task Leader Level 16	Field Manager Level 13	Project Engineer Level 12	Asst Engineer Level 9	Crew Leader OC	GIS PM Level 12	GIS Tech Level 10	Financial QA/QC Level 17	Financial Analyst Level 15	Financial Analyst Level 13	Financial Analyst Level 9	TOTAL HOURS	LABOR	EXPENSES	TOTAL
	Units	Quant	Rate	Subtotal																						
1.0 Project Initiation/Project Management																										
1.1 Project Kick-Off Meeting					8	8						8											24	$ 5,176	$ 297	$ 5,473
1.2 Work Task Coordination					40																		40	$ 8,400	$ 486	$ 8,886
1.3 Project Meetings					32	16	16						16	16									96	$ 19,120	$ 1,125	$ 20,245
																									$ -	
2.0 Review of Existing information																									$ -	
2.1 Reports, GIS Data, Drawings, Permits, WWTP Data, Etc.						4		8	4	4	4												24	$ 4,306	$ 262	$ 4,568
2.2 Project Meeting to discus information needs, visit WWTP					8	4		4															16	$ 3,124	$ 185	$ 3,309
2.3 Existing Information **TM**					2	2	4	8				4		16	40								76	$ 11,996	$ 765	$ 12,761
																									$ -	
3.0 Inventory and Evaluate Existing WWTP Systems																									$ -	
3.1 WWTP Unit Process						4	12	40	8	8	8												80	$ 13,580	$ 843	$ 14,424
3.2 WWTP Residuals Handling						2	12	40															54	$ 8,644	$ 548	$ 9,192
3.3 WWTP Rehab/Replacement Schedule						2	8	32	4	4	4												54	$ 8,966	$ 561	$ 9,527
3.3.1 WWTP **TM**					2	4		8	2	2	2												20	$ 3,597	$ 219	$ 3,816
3.3.2 WWTP Assessment Workshop					1	8		8															17	$ 3,098	$ 188	$ 3,286
4.0 Upgrade of GIS																										
4.1 GIS Modeling of Collection System												2		8	32			8					50	$ 7,438	$ 485	$ 7,923
5.0 Wastewater Model																										
5.1 Flow Monitoring													12	28	16	12		16					84	$ 13,068	$ 838	$ 13,906
Flow Meter Installation	Meters	12	$ 750	$ 9,000									12			12							24	$ 3,396	$ 9,226	$ 12,622
Flow Monitoring, Bi-weekly Interrogations (60-days)	Meter-days	720	$ 70	$ 50,400									30										30	$ 6,030	$ 50,754	$ 56,784
Rain Gauge Installation	Gauges	4	$ 350	$ 1,400									4			4							8	$ 1,132	$ 1,475	$ 2,607
Rainfall Monitoring (60-days)	Gauge-days	240	$ 12	$ 2,880									10										10	$ 2,010	$ 2,998	$ 5,008
5.2 Develop Hydraulic Model												24					4	24					52	$ 9,800	$ 587	$ 10,387
5.3 Flow Analysis												16		55	140								211	$ 32,542	$ 2,093	$ 34,635
5.3.5 I&I **TM**					2							8		16	40								66	$ 10,548	$ 669	$ 11,217
5.4 Hydraulic Model Calibration												18		48	96								162	$ 25,782	$ 1,639	$ 27,421
5.4.2 Wastewater Model **TM**					2							8		24	64								98	$ 15,244	$ 977	$ 16,221
																									$ -	
6.0 Wastewater Collection System Analysis																									$ -	
6.1 Collection System Analysis												16		24	64			44					148	$ 23,284	$ 1,486	$ 24,770
6.1.3 Collection System Analysis **TM**					2							8		24	40								74	$ 12,004	$ 758	$ 12,762
6.1.2 Collection System/Basis of Design Workshop												10		10	16								36	$ 6,250	$ 385	$ 6,635
																									$ -	
7.0 Wastewater Quality/Treatment																									$ -	
7.1 Flow Comparison						2	2	6															10	$ 1,690	$ 105	$ 1,795
7.2 BOD Analysis						2	4	8															14	$ 2,356	$ 147	$ 2,503
7.3 Future Levels of Treatment						2	2	8															12	$ 1,992	$ 125	$ 2,117
7.4 Wastewater Quality/Treatment **TM**					4	4	6	20															34	$ 5,792	$ 359	$ 6,151
																									$ -	
8.0 Evaluation of System Operations																									$ -	
8.1 System Operations Analysis						2	6	8															16	$ 2,720	$ 169	$ 2,889
8.2 Meeting with City to Discuss						2		2															4	$ 722	$ 44	$ 766
8.3 Final Operations Analysis						2	4	8															14	$ 2,356	$ 147	$ 2,503
8.3.1 Systems Analysis **TM**					1	1	4	8															14	$ 2,356	$ 147	$ 2,503
																									$ -	
9.0 Population Growth and Wastewater Demand Projections																									$ -	
9.1 Flow/Load Analysis						1	4	16				10		16	32								79	$ 12,856	$ 810	$ 13,666
9.2 Future Flow/Load **TM**					1	1		8				8		8	40								66	$ 10,300	$ 660	$ 10,960
																									$ -	
10.0 Prioritization of Recommendations																									$ -	
10.1 Priority Matrix Development						2	4	16															22	$ 3,564	$ 225	$ 3,789
10.2 Meet with City to Discuss Matrix																							0	$ -	$ -	$ -
10.3 Finalize Recommendations						2		8															10	$ 1,628	$ 103	$ 1,731
10.3.2 Recommendations **TM**					1	1	2	6															10	$ 1,690	$ 105	$ 1,795
																									$ -	
11.0 Cost Estimates																									$ -	
11.1 Cost Analysis for Alternatives						4	6	16															26	$ 4,348	$ 271	$ 4,619
11.1.3 Cost Basis Workshop						0		0															0	$ -	$ -	$ -
																									$ -	
12.0 Wastewater System Financing																									$ -	
12.1 Financial Planning/Scenarios																			1	20	28	32	81	$ 14,725	$ 893	$ 15,618
12.2 Analyze Rates																				2	2	8	12	$ 1,936	$ 122	$ 2,058
12.3 Prepare Draft & Final Reports																			1	4	8	2	15	$ 3,023	$ 177	$ 3,200
12.4 Present Findings & Recommendations																			2	10	4	8	24	$ 4,628	$ 275	$ 4,903
13.0 Surveying																										
13.1 Surveying Allowance - per RFP																							0	$ -	$ 25,000	$ 25,000
Professional Services Total					***106***	***82***	***96***	***286***	***18***	***18***	***18***	***140***	***84***	***293***	***620***	***28***	***4***	***92***	***4***	***36***	***42***	***50***	***2,017***	***337,218***	***109,732***	***$ 446,950***

City of Laramie Wyoming, Wastewater Master Plan Project

ID	Task Name	Duration	Start	Finish
1	**1.0 Scoping and Project Meetings**	**1 day**	**Mon 8/1/16**	**Mon 8/1/16**
2	Consultant Selection and Notification	0 days	Mon 10/3/16	Mon 10/3/16
3	Consultant Start Date (Kick Off Mtg)	0 days	Fri 10/7/16	Fri 10/7/16
4	**2.0 Review of Existing information**	**50 days**	**Mon 10/10/16**	**Fri 12/16/16**
5	2.1 Reports, GIS Data, Drawings, Permits, WWTP Data, Etc.	20 days	Mon 10/10/16	Fri 11/4/16
6	2.2 Project Meeting to discus information needs, visit WWTP	0 days	Fri 11/4/16	Fri 11/4/16
7	2.3 Reports, GIS Data, Drawings, Permits, WWTP Data, Etc.	20 days	Mon 11/7/16	Fri 12/2/16
8	2.4 Existing Information TM	10 days	Mon 12/5/16	Fri 12/16/16
9	**3.0 Inventory and Evaluate Existing WWTP Systems**	**100 days**	**Mon 11/7/16**	**Fri 3/24/17**
10	3.1 WWTP Unit Process	20 days	Mon 11/7/16	Fri 12/2/16
11	3.2 WWTP Residuals Handling	20 days	Mon 11/7/16	Fri 12/2/16
12	3.3 WWTP Rehab/Replacement Schedule	20 days	Mon 12/5/16	Fri 12/30/16
13	3.3.1 WWTP TM	0 days	Fri 1/13/17	Fri 1/13/17
14	3.3.2 WWTP Assessment Workshop	0 days	Mon 12/19/16	Mon 12/19/16
15	3.5 I&& Assessment	20 days	Mon 2/27/17	Fri 3/24/17
16	**4.0 Upgrade of GIS**	**20 days**	**Mon 10/3/16**	**Fri 10/28/16**
17	GIS Modeling of Collection System	20 days	Mon 10/3/16	Fri 10/28/16
18	**5.0 Wastewater Model**	**130 days**	**Tue 11/8/16**	**Mon 5/8/17**
19	5.1 Flow Monitoring	60 days	Tue 11/8/16	Mon 1/30/17
20	5.2 Develop Hydraulic Model	40 days	Tue 1/3/17	Mon 2/27/17
21	5.2.1 Hydraulic Model TM	0 days	Mon 3/13/17	Mon 3/13/17
22	5.3 Flow Analysis	60 days	Tue 12/6/16	Mon 2/27/17
23	5.4 Hydraulic Model Calibration	60 days	Tue 1/31/17	Mon 4/24/17
24	5.4.1 Hydraulic Model Calibration Workshop	0 days	Tue 3/28/17	Tue 3/28/17
25	5.4.5 Wastewater Model TM	0 days	Mon 5/8/17	Mon 5/8/17
26	**6.0 Wastewater Collection System Analysis**	**70 days**	**Tue 3/28/17**	**Mon 7/3/17**
27	6.1 Collection System Analysis	60 days	Tue 3/28/17	Mon 6/19/17
28	6.1.3 Collection System Analysis TM	0 days	Mon 7/3/17	Mon 7/3/17
29	6.1.4 Collection System/Basis of Design Workshop	0 days	Tue 5/9/17	Tue 5/9/17
30	**7.0 Wastewater Quality/Treatment**	**35 days**	**Mon 11/7/16**	**Fri 12/23/16**
31	7.1 Flow Comparison	20 days	Mon 11/7/16	Fri 12/2/16
32	7.2 BOD Analysis	20 days	Mon 11/7/16	Fri 12/2/16
33	7.3 Future Levels of Treatment	20 days	Mon 11/7/16	Fri 12/2/16
34	7.4. Section 7 TM	15 days	Mon 12/5/16	Fri 12/23/16
35	**8.0 Evaluation of System Operations**	**30 days**	**Mon 10/3/16**	**Fri 11/11/16**
36	8.1 System Operations Analysis	10 days	Mon 10/3/16	Fri 10/14/16
37	8.2 Meeting with City to Discuss	0 days	Fri 10/14/16	Fri 10/14/16
38	8.3 Final Operations Analysis	10 days	Mon 10/17/16	Fri 10/28/16
39	8.3.1 Systems Analysis TM	0 days	Fri 11/11/16	Fri 11/11/16
40	**9.0 Population Growth and Wastewater Demand Projections**	**30 days**	**Mon 12/5/16**	**Fri 1/13/17**
41	9.1 Flow/Load Analysis	20 days	Mon 12/5/16	Fri 12/30/16
42	9.2 Future Flow/Load TM	0 days	Fri 1/13/17	Fri 1/13/17
43	**10.0 Prioritization of Recommendations**	**70 days**	**Tue 4/25/17**	**Mon 7/31/17**
44	10.1 Priority Matrix Development	30 days	Tue 4/25/17	Mon 6/5/17
45	10.2 Meet with City to Discuss Matrix	0 days	Mon 6/5/17	Mon 6/5/17
46	10.3 Finalize Recommendations	30 days	Tue 6/6/17	Mon 7/17/17
47	10.3.2 Recommendations TM	0 days	Mon 7/31/17	Mon 7/31/17
48	**11.0 Cost Estimates**	**50 days**	**Tue 5/9/17**	**Mon 7/17/17**
49	11.1 Cost Analysis for Alternatives	30 days	Tue 6/6/17	Mon 7/17/17
50	11.1.1 Cost Analysis TM	0 days	Tue 5/9/17	Tue 5/9/17
51	11.1.3 Cost Basis Workshop	0 days	Mon 6/5/17	Mon 6/5/17
52	**12.0 Wastewater System Financing**	**40 days**	**Tue 5/9/17**	**Mon 7/3/17**
53	12.1 Financial Analysis	20 days	Tue 6/6/17	Mon 7/3/17
54	12.2 City Meeting to Discuss Alternatives	0 days	Tue 5/9/17	Tue 5/9/17
55	12.3 Final Recommendations	10 days	Tue 5/9/17	Mon 5/22/17
56	**13.0 Reports**	**20 days**	**Tue 7/18/17**	**Mon 8/14/17**
57	13.1 Report Deliverables	20 days	Tue 7/18/17	Mon 8/14/17
58	**14.0 Report Presentations**	**15 days**	**Tue 5/23/17**	**Mon 6/12/17**
59	Present to City Council	15 days	Tue 5/23/17	Mon 6/12/17



Schedule Final.mpp
Date: Mon 9/12/16

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Progress | External Milestone

BURNS McDONNELL

September 12, 2016

Mr. Earl H. Smith, P.E.
Director of Public Works
City of Laramie
405 Grand Avenue
Laramie, WY 82070

Re: Wastewater Master Plan Project Scope and Fee Proposal

Dear Mr. Smith:

Thank you again for the opportunity to serve the City of Laramie's (City) through the execution of your Wastewater Master Plan Project (Master Plan). We have finalized the suggested edits discussed during our meeting on Wednesday September 7th. If you have any additional questions or comments regarding the following scope of work or attached fee estimate, please let me know.

Proposed Scope of Work

1.0 Project Initiation/Project Management

- 1.1 Project Kick-Off Meeting – Prepare agenda, minutes and attend a project kick-off meeting to establish project goals, preferred communications, project execution plan, schedule, etc. Attended by project manager, WWTP evaluation lead, collection system lead.
- 1.2 Work Task Coordination – General project management activities, including overseeing and coordinating project tasks, correspondence with the City, budget schedule and quality tracking, monthly invoice preparation, etc.
- 1.3 Project Meetings – Assumes four additional meetings (in Laramie, WY) to discuss project progress, specific needs, or significant events as they arise. In addition to Workshops discussed below.

2.0 Review of Existing Information

- 2.1 Reports, GIS Data, Drawings, Permits, WWTP Data, etc.
  - 2.1.1 Prepare and submit a data request for the development of the wastewater collection system hydraulic model and for review of existing information. Data request will include items such as previous reports, GIS data, as-built drawings, WWTP permits, WWTP data etc.
- 2.2 Project Meetings to discuss information needs, WWTP Site visit
- 2.3 Existing Information TM
  - 2.3.1 TM will include summary of findings of information review and a data gap summary detailing the data needs for development of a functional wastewater hydraulic model.

3.0 Inventory and Evaluation Existing WWTP Systems

- 3.1 WWTP Unit Process Evaluation - review existing facility documents and visit the facility to confirm the operational configuration of the facility. Provide a capacity

analysis of each unit process and create a BioWin model to test current operating conditions of the secondary process and determine the theoretical maximum treatment ability of the facility.

3.2 WWTP Residuals Handling Evaluation - review the operation of the existing residuals handling systems and provide an assessment of the facility capacity as it relates to typical design criteria. The evaluation will also compare the actual solids production with theoretical and projected solids production.

3.3 WWTP Rehab/Replacement Schedule - visit the treatment facility and provide an operational rating for each unit treatment process. This information will be utilized with the existing and proposed treatment capacities to determine if equipment can/should be reused as part of an upgrade at the facility. For unit processes that are not sized for the future flows/loads, design criteria will be established for this infrastructure. Utilize costs for repair/replacement as part of the existing facility upgrade cost analysis. Outline areas of critical need at the facility that may need immediate repair no matter which alternative is selected.

3.3.1 WWTP TM - create a near term (5 year) and long term (20 year) capital improvement plan for wastewater infrastructure.

3.3.2 WWTP Assessment Workshop

3.4 I&I Assessment – See Task 5.3

4.0 Update of Geographic Information System (GIS)

4.1 GIS Modeling of Collection System

4.1.1 Using the data gaps identified in the Existing Information TM, undertake survey of wastewater collection system assets. For each identified manhole, survey will include GPS of rim elevation, condition assessment, identification of connecting sewers, I/I sources, structural deficiencies, and prioritized rehabilitation recommendations. If the identified data gaps exceed the budget available, a prioritized list of manholes for survey will be prepared in consultation with the City.

4.1.2 Survey data collected will be used to update the wastewater collection system hydraulic model and the City’s GIS or AutoCAD 3D system.

5.0 Wastewater Model

5.1 Flow Monitoring

5.1.1 Develop a flow monitoring program consisting of up to twelve (12) flow meters and four (4) rain gauges, located to capture tributary and cumulative flows across the City’s wastewater collection system. The flow meters and rain gauges will be installed for a period of sixty (60) days in anticipation of collecting adequate data to enable wastewater collection system hydraulic model dry- and wet-weather calibration and verification. If sufficient wet and dry weather events are collected for data analysis and

calibration within the first 60-days of monitoring, flow monitoring will cease. However, if sufficient data is not collected during the 60-day period, a recommendation may be made to extend flow monitoring for a further 30-day period, or until sufficient data is captured. Flow monitoring activities include installation of flow meters and rain gauges, bi-weekly servicing of flow meters and rain gauges (including manual depth and velocity measurements, and downloading of collected data), and removal of flow meters and rain gauges. All flow meters and rain gauges will be synchronized to record data contemporaneously and in 15-minute intervals.

5.2 Develop Hydraulic Model

5.2.1 Prepare and deliver a one-day hands-on Hydraulic Software Evaluation workshop in Laramie, WY evaluating the principal features, attributes, and performance of InfoSWMM and InfoSewer (Innovyze products) and SewerGEMS and SewerCAD (Bentley products). Up to four (4) laptops pre-installed with fully functioning licenses of these software will be made available for the use of City's staff for the duration of the workshop. A sample fully functioning hydraulic model will also be developed and pre-installed on each laptop.

5.2.2 The Hydraulic Software Evaluation workshop will evaluate each software for City's current and possible future needs; data management and QA/QC functions; software performance with large sewer networks; availability of common software platform for wastewater and water distribution networks; software connectivity functions; existing staff needs; software cost; and staffing change management.

5.2.3 Engineer will use Engineer's InfoNet software license to develop, audit, and test a hydraulic model of the City's wastewater system, pending hydraulic model software selection by the City. InfoNet is a survey and network asset management software which is able to connect to whichever software the City selects. The hydraulic model will consist of all City sewers 8-inch diameter and larger and all connected sewer system appurtenances such as pump stations, wet wells, force mains, weirs, and orifices etc. Upon the City's software selection, the InfoNet hydraulic model will be transferred to the selected software.

5.2.4 Upon notification to Engineer of the City's preferred software, Engineer will enter negotiation for purchase of one (1) license of the preferred software with the vendor of the preferred software. Upon completion of negotiations, Engineer will notify City of the negotiated purchase terms.

City will purchase preferred software directly from vendor of preferred software.

5.2.5 Hydrologic sub-catchments for the hydraulic model will be delineated based on the location of flow meters.

5.2.6 The City's wastewater network hydraulic model will be developed using the following data provided by the City:

- Existing GIS data
- Existing AutoCAD data
- City's Water Master Plan
- Sewer system as-built record drawings
- Pump rating curves
- Pump type(s) and pump on/off settings
- Wet well size and dimensions

This data will be supplemented with survey data collected by Engineer.

5.2.7 Upon completion of hydraulic development, the hydraulic model will be exported to GIS whereupon an ESRI Local Government file geodatabase will be created and provided to the City.

5.2.8 Hydraulic Model TM – See task 5.4.5

5.3 Flow Analysis

5.3.1 The collected flow meter data will be analyzed to extract the average daily dry weather flow (ADDF), base infiltration, and dry weather diurnal profile for each flow meter basin. City will provide Engineer with the City's top ten industrial, commercial, and institutional (ICI) flows which Engineer will apply to the hydraulic model individually. The model will generate peak dry weather flow and base sanitary flow values but they won't be identified separately in flow analysis. Flow analysis values are used as a check of the model. Wet weather I/I peak is more important than DWF peak

5.3.2 The collected rain gauge data will be used to identify independent and unique rainfall events within the flow metering period and the associated sewer system response to those events. Inflow, infiltration, and groundwater influences will be disassembled from the aggregate flow meter data for inclusion in the hydraulic model. In order to identify a sufficient pool of rainfall events for wet weather calibration and verification, it is anticipated that up to five (5) rain events will be needed. Adequate rain events for wet weather calibration and verification must be large enough to produce a recognizable, causal response in the wastewater collection network but small enough that the wastewater collection network does not become surcharged.

5.3.3 The historical sixty (60) year rainfall record for the City of Laramie, WY will be used to develop a statistical synoptic year which is specific to the City of Laramie, WY. The statistical synoptic year will identify rainfall for the statistical 85th, 95th, and 100th percentile typical year and month experienced by the City of Laramie.

5.3.4 The rainfall dependent I/I (RDII) analysis will be conducted using three RDII unitization indices; RDII per inch-diameter-mile. RDII per inch of rainfall, and RDII per developed acre. The calculated RDII indices will be used to rank and prioritize individual meter basins for RDII.

5.3.5 Use alternative advanced tools such as EPA's Sanitary Sewer Overflow Analysis and Planning toolbox to prepare an I/I Strategic Plan using results from flow monitoring activities and the hydraulic model. I/I Strategic Plan will provide prioritized sewer basins for future I/I identification and reduction. The prioritized plan will also include a schedule for implementation and I/I investigation technology to be applied. Prepare an I/I TM to summarize system I/I Strategic Plan.

5.4 Hydraulic Model Calibration

5.4.1 Dry weather calibration will consist of calibrating the hydraulic model to observed (flow meter) diurnal dry weather patterns. Calibration will be attempted at each flow meter location within the hydraulic model to within +/-10-percent or +/-0.2-MGD of peak dry weather flow. Dry weather predicted volume will be calibrated to +/-10-percent or +/-0.2-MG.

5.4.2 Wet weather calibration will consist of calibrating the hydraulic model to observed (flow meter) wet weather flow patterns using up to three (3) different observed (rain gauge) rain events. Calibration will be attempted at each flow meter location within the hydraulic model to within +/- 10-percent or +/-2.0-MGD of peak wet weather flow. Wet weather predicted volume will be calibrated to +/-10-percent or +/-2.0-MG.

5.4.3 Wet weather verification will attempted at each observed (flow meter) location within the model to the same tolerances as for wet weather calibration. Different rain events will be used for verification as used for wet weather calibration.

5.4.4 A Hydraulic Model Calibration Workshop – see Task 6.1.4

5.4.5 Wastewater Model TM will be developed to present results of the flow analysis, rainfall analysis, and wastewater hydraulic model dry- and wet-weather calibration. It will also document the Hydraulic Software Selection workshop, selected hydraulic model software, and hydraulic model development. The Wastewater Model TM will also include a Standard Operating Protocol (SOP) developed specifically for the

hydraulic model software selected by the City and for use only with the City's finalized hydraulic model.

6.0 Wastewater Collection System Analysis

6.1 Collection System Analysis

6.1.1 The calibrated hydraulic model and the selected statistical synoptic rainfall percentile will be used to identify locations within the existing wastewater collection system where there are Level of Service (LoS) deficiencies.

6.1.2 The calibrated hydraulic model will be used to develop separate individual hydraulic models of future planning 2021, 2026, 2036, and buildout years. The selected statistical synoptic rainfall percentile will be used to identify locations within each future wastewater collection system model where there are Level of Service (LoS) deficiencies.

6.1.3 Collection System Analysis TM will document the City's existing and future wastewater collection system LoS based performance.

6.1.4 Collection System – Basis of Design Workshop will be conducted in Laramie, WY to discuss and reach consensus with the City on the following:

- Collection system utilization when capacity enhancements are triggered
- City preference for collection improvements in the form of rehabilitation, repair, replacement, and/or parallel
- Collection system cost bid-tabs to be used for pricing of collection system improvements
- The statistical synoptic rainfall percentile to be used for the evaluation of the collection system Level of Service (LoS)
- Presentation format of identified collection system improvements
- This workshop will also present the hydraulic model calibration predictions against the metered wastewater collection system response. At the conclusion of this workshop, it is anticipated that the City will provide confirmation that the City's hydraulic model is calibrated for dry- and wet-weather conditions.

7.0 Wastewater Quality/Treatment

7.1 Flow Comparison - utilize the recently completed water master plan for population projections. Analyze existing plant data to create a projected future flow condition (task 9 below).

7.2 BOD Analysis - review and tabularize past monthly data for BOD, TSS, phosphorous, and ammonia loadings to determine design concentrations for current and future conditions. The design concentrations will be combined with the flow data information to determine current and future design loadings.

7.3 Future Levels of Treatment - consult with the Wyoming Department of Environmental Quality to determine realistic future treatment goals. Review process and operational advantages of treating to more stringent levels that can be done biologically. Identify where space or tie-in locations should be allocated now for future treatment processes that will be difficult to incorporate with future treatment goals.

7.4 Wastewater Quality/Treatment TM will summarize the results of Section 7 activities including:

- Flows and Loads
- Future Levels of Treatment
- On-Site Treatment System Data provided by the City
- Cost Opinions

8.0 Evaluation of System Operations

8.1 System Operations Analysis - evaluate the management and operation of the wastewater collection system and provide recommendations for beneficial procedural changes. The changes will be based on the modeling efforts within this project and other data collected.

8.2 Review Meeting with City

8.3 Final Operations Analysis

8.3.1 Systems Analysis TM

9.0 Population Growth and Wastewater Demand Projections

9.1 Flow and Load Analysis

9.1.1 The population and land use for future years will be derived using data from the City's Water Master Plan (WMP). Future year population and land use will be projected using the same source data for years 2021, 2026, 2036, and anticipated buildout and a hydraulic model will be created for each planning horizon year.

9.2 Future Flow and Load TM will summarize the population and growth assumptions used for each planning horizon year.

10.0 Prioritization of Recommendations

10.1 Priority Matrix Development

10.1.1 Two priority recommendations will be generated; needed infrastructure improvements, and procedural, operational, and financial recommendations

10.2 Review Meeting with City will be conducted in Laramie, WY to discuss and reach consensus with the City on priority recommendations. Meeting will be combined with Task 6.1.4.

10.3 Finalize Recommendations

10.3.1 Priority recommendations will be revised and finalized based on discussions with the City.

10.3.2 Recommendations TM will document the finalized priority recommendations.

11.0 Cost Opinions

11.1 Cost Analysis for Alternatives

11.1.1 Engineer will generate capital construction cost opinions for each improvement option developed as part of this project. The cost opinions will be presented in tabular form which include both CWSRF eligible and non-eligible costs. Cost estimates for each infrastructure improvement project will be completed in consultation with the City.

11.1.2 Engineer will generate life-cycle costs for infrastructure improvement projects. The analysis will include capital, operation and maintenance, and replacement costs of infrastructure. The life-cycle cost will also include full project costs such as design, permitting, land acquisition, construction engineering, and construction contingencies. Cost estimates will be based on the year the study is completed and will include appropriate inflation and discount rate factors in consultation with the City.

11.1.3 Cost Basis Workshop will be held in Laramie, WY to discuss and reach consensus with the City on the cost basis and cost analysis conducted. Meeting will be combined with Task 6.1.4.

12.0 Wastewater System Financing

12.1 Financial Planning/Scenarios – Conduct project initiation meeting via conference call and review existing data. Burns & McDonnell will work with the City to the change in system revenues necessary to meet projected funding requirements. The requirements include:

- Operations & Maintenance expenses, including personnel, materials & supplies, administrative and overhead expenses, etc.
- Principal & Interest on existing and proposed debt
- Cash funded capital improvements (to extent not fully funded with debt)
- Emergency fund deposits
- Financial planning targets such as operating reserves, debt service coverage, etc.

12.2 Planning scenarios including

- No state or federal funding assistance.
- Funding for CWSRF eligible components provided as a 100 percent loan, no principal forgiveness.

- Funding for CWSRF eligible components provided as a 100 percent loan, with reasonable assumptions regarding principal forgiveness.

12.2.1 On-site Meeting to review results and refine financial plans.

12.3 Rate Design

12.3.1 Maintaining existing rate structure, calculate new rates using an across the board increase based on recommendations from financial plan.

12.3.2 Comparisons of residential typical bills from up to 10 other utilities.

12.3.3 Examination of annual wastewater bill to Laramie's annual median household income.

12.4 Report Development

12.5 One on-site presentation to City Staff, Administration, or Council.

13.0 Surveying

13.1 $25,000 allowance as specified by the RFP. Assumes surveying rim elevation and simultaneously conducting a condition assessment and inspection of 130 manholes, plus an additional 80 manhole rim elevation shots only. Additional rim elevations can be surveyed at the rate of $38 per manhole. Additional condition assessment and inspection can be performed at the rate of $167 per manhole.

Again, we appreciate the opportunity to modify the requested scope of services to provide the best value to the City. We look forward to a successful project.

Sincerely,

Anthony C. Beeson, P.E.
Project Manager

ACB/acb

Enclosure

CITY OF LARAMIE REGULAR COUNCIL MEETING September 20, 2016

Agenda Item: Memorandum of Understanding

Title: Memorandum of Understanding between Albany County School District #1 and the City of Laramie outlining use, care and expenses related to community use of the "original" Deti Stadium.

Recommended Council MOTION:

I move that council approve the Memorandum of Understanding between the Albany County School District #1 and the City of Laramie outlining use, care and expenses related to community use of the "original" Deti Stadium.

Administrative or Policy Goal:

Strengthen relationships with other community partners: Albany County School District #1,…

Preserve park land, open space and public trails for future generations.

Background:

With the new Laramie High School opening in the fall of 2016 the School District has approached the City with the intent to make the "original" Deti Stadium available for use by the community. The School District recently made significant improvements to the facility and wants to see those improvements utilized. The responsibilities of the City related to the MOU are turf maintenance (mowing, trimming, aerating, herbicide and fertilization), scheduling use through the City's system and cleaning the bleachers after Community activities. The responsibilities of the District related to the MOU are irrigation of the turf, paying all utility costs and cleaning the bleachers and restrooms after District activities. The intent of the Parks & Recreation Department is to utilize these facilities to alleviate pressure in the parks system. Staff has reviewed the MOU and is in support of this opportunity to provide more fields to their customers.

Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects		
Loans on Project		
Other		
Total	$0.00	

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	$5,000.00	Staff Time, Herbicide, Equipment Hours, Estimated
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount	$5,000.00	
Contingency 0%	$0.00	
Total Amount	$5,000.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation		
Less Amount Spent to Date		
Remainder of Budget	$0.00	

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

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

Responsible Staff:

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

Future dates are subject to change

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

Attachments: ACSD1.City MOU for Deti Stadium

Albany County School District One
Original Deti Stadium
Memorandum of Understanding

1. **Parties.** This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Laramie whose address is PO Box C, Laramie Wyoming 82073 (hereinafter "City") and Albany County School District Number One whose address is 1948 East Grand Avenue, Laramie WY 82070 (hereinafter "District").

2. **Purpose.** To have an underlying agreement for the City use and scheduling for the original Deti Stadium at 15th and Reynolds street which is property of the District.

3. **Term.** This MOU shall commence upon August 11, 2016 and shall remain in full force until modified or terminated. This MOU may be terminated by either party with 30 days' written notice to the other party at the address stated above or immediately with cause by the District.

4. **Responsibilities of the City.** The City shall be responsible for:

   A. Scheduling use of the facility. The District will have first right for scheduling with at least 2 weeks advance notice for student athletics and activities.
   B. Cleaning of the restrooms and stands after City Scheduled events.
   C. Turf maintenance of the Original Deti Stadium field, perimeter areas and the practice field to the south of the Stadium.

5. **Responsibilities of the District:** The District will retain ownership of the stadium and shall be responsible for:
   A. Irrigating the turf areas.
   B. All utility costs including water, gas and electric.
   C. Cleaning of the restrooms and stands after District scheduled events.
   D. Storage within the stadium buildings will remain under District control.

6. **General Provisions**

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

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

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

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

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

F. Independent Contractor. District is acting as an independent contractor. This MOU does not commit the Booster Club to the traditional role of employer. The Booster Club is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the District.

G. Interpretation. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

H. Prior Approval. This MOU shall not be binding upon either party unless this MOU has been reduced to writing and signed by both parties before performance begins as described under the terms of this MOU.

I. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

J. Sovereign Immunity. The Booster Club and the District do not waive their sovereign or governmental immunity by entering into this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

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

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

M. Force Majeure. Neither party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

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

APPROVED BY:

City of Laramie

_____

Signature Date
Janine Jordan, City Manager

_____

Attest:

Albany County School District One

_____

Signature Date

_____

Name, Title

_____

Attest:

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

LARAMIE 1868	**Agenda Item: Original Ordinance - 1st Reading** **Title: Original Ordinance No. 1954 amending Title 15 of Laramie Municipal Code for the purposes of allowing "Automobile Service Stations (Minor Repairs Included)" and "Vehicle/equipment sales and rentals (Other Than Motor Vehicles)" as a Conditional Uses use in the DC District**

Recommended Council MOTION:

Move to **approve** Original Ordinance No. 1954 amending LMC 15.10.000.E, to allow "Automobile Service stations (Minor repairs included)" and "Vehicle/equipment sales and rentals (other than motor vehicles) as Conditional Uses in the DC Zone District, based on findings of fact and conclusions of law and set a public hearing for September 27, 2016.

Administrative or Policy Goal:

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

Background:

The present amendment is initiated by E&D Enterprises, LLC who own a property in the Downtown Commercial (DC) District at the southeast corner of Third and Clark. Most recently their property was used as Wojtek Distillery and Tasting Room. The requested amendment is to allow the prior use of the building and future minor automobile repair facilities as permitted uses in the Downtown Commercial District. Any approval would apply to the entirety of the DC Zone

The Planning Commission heard this item on August 22, 2016. The Planning Commission recommend that the City Council approve amendments to allow "Automobile Service stations (Minor repairs included)" and "Vehicle/equipment sales and rentals (other than motor vehicles) as Conditional Uses in the DC Zone District (7 yes, 0 no).

The Planning Commission staff report is included. 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	$625.00	Application Fee
Grants for Projects		
Loans on Project		
Total	$625.00	

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	September 27, 2016
Pub. Hearing Advertised	September 10, 2016
Introduction/1st Reading	September 20, 2016
2nd Reading	October 27, 2016
3rd Reading	October 18, 2016

Attachments:

Proposed Ordinance
August 22, 2016 Planning Commission Staff Report

ORIGINAL ORDINANCE NO.: 1954 INTRODUCED BY:
ENROLLED ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF ALLOWING "AUTOMOBILE SERVICE STATIONS (MINOR REPAIRS INCLUDED)" AND "VEHICLE/EQUIPMENT SALES AND RENTALS (OTHER THAN MOTOR VEHICLES)" AS A CONDITIONAL USES USE IN THE DC DISTRICT.

WHEREAS, on August 21, 2007, the City Council adopted the Laramie Comprehensive Plan which lists as one of its recommendations to create a unified development code that would combine the zoning and subdivision ordinances in into a single, unified document consisting of multiple parts or sections, including administrative procedures, zoning, subdivision regulations and improvement standards;

WHEREAS, on June 22, 2009 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of the Unified Development Code subject to modifications;

WHEREAS, on March 2, 2010, the City Council adopted the Unified Development Code with an effective date of July 1, 2010;

WHEREAS, 15.02.050 of the Laramie Municipal Code (LMC) calls for the Unified Development Code to be amended from time to time so as to become or remain consistent with the Comprehensive Plan, and should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law;

WHEREAS, on August 22, 2016 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of amendments to the Unified Development Code as shown in this ordinance; and

WHEREAS, the Laramie City Council shall hold a public hearing on September 27, 2016 to take and consider public comments;

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

Section 1. That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a conditional uses in the DC District: "Automobile Service stations (Minor repairs included)" and "Vehicle/equipment sales and rentals (other than motor vehicles)"; and

Section 2. 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: September 20, 2016
Public Hearing: September 27, 2016
Second Reading: September 27, 2016
Third Reading and Final Action: October 4, 2016

Duly published in the *Laramie Boomerang* this _____day of _____, 2016.

City of Laramie

Planning Division
P.O. Box C
Laramie, WY 82073

Telephone: (307) 721-5271
Fax: (307) 721-5248

LARAMIE PLANNING COMMISSION
AUGUST 22, 2016
STAFF REPORT

FILE:	**TA-16-06 Amending the Use Table for "Automobile Service stations (Minor repairs included)" and "Vehicle/equipment sales and rentals (other than motor vehicles)"**
REQUEST:	An amendment to Chapter 15.10 of the Unified Development Code to allow for "Automobile Service stations (Minor repairs included)" and "Vehicle/equipment sales and rentals (other than motor vehicles)" as permitted uses in the Downtown Commercial (DC) Zone District.
APPLICANT:	Andrew and Joy Thompson (E&D Enterprises, LLC)
PURPOSE:	To allow for development of an "Automobile Service stations (Minor repairs included)" or "Vehicle/equipment sales and rentals (other than motor vehicles)" at 269 3rd Street. (Former Vojtek Distillery)
PREPARED BY:	Charles W. Bloom, AICP, Principal Planner

RECOMMENDED MOTION:

Move to recommend that the Council **approve** amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of allowing "Automobile Service stations (Minor repairs included)" and "Vehicle/equipment sales and rentals (other than motor vehicles) as Conditional Uses in the DC Zone District.

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 E&D Enterprises, LLC who own a property in the Downtown Commercial (DC) District at the southeast corner of Third and Clark. Most recently their property was used as Wojtek Distillery and Tasting Room which was approved as a conditional use (CUP-14-13) in 2014. The applicant contacted City staff on August 3rd after learning that "Automobile Service

stations (Minor repairs included)" were not a permissible use in the DC District. The requested amendment is to allow the prior use of the building and future minor automobile repair facilities as permitted uses in the Downtown Commercial District. Any approval would apply to the entirety of the DC Zone District (DC Zone District Map is attached).

In conjunction with creation of the Unified Development Code, several uses were excluded from the DC Zone District. Uses removed generally were auto-oriented and included automobile repair shops, service stations, drive through facilities (restaurants and financial institutions) and auto dealerships. After adoption of the Unified Development Code in 2010, City staff rezoned several blocks in accordance with applicable notice requirements which included public notice and mailings to property owners. In addition to the required notice, staff held a series of public meetings and worked with local news outlets to raise public awareness. The Table of Allowed Uses (LMC 15.10.000.E) details what is permissible in the DC Zone District.

"Automobile Service stations (Minor repairs included)" includes minor vehicle repair such as brake repair, tire shops and oil change facilities. Typically vehicles are dropped off for a limited period of time and are stored in an operable condition for periods less than 24 hours. "Vehicle/equipment sales and rentals (other than motor vehicles)" includes sale and rental of motorcycles and ATVs and limited repair to those vehicles. Not included in this amendment are "Major Vehicle/equipment repair" which includes auto body repair, paint shops, and major repair shops where vehicles are typically stored in an inoperable or unlicensed condition for extended periods of time.

Relationship to Comprehensive Plan

Chapter 3 (Community Character) of the Comprehensive Plan evaluates the existing land use of the City and provides guidance for future development and redevelopment of the City. The section "Downtown Success and Economic Sustainability" outlines the community's vision of the downtown. Overall, citizens recognize the downtown as an important element of downtown and have established the following priorities: to enhance aesthetics, attract retail anchors, preserve local business, strengthen its ties to the University and other areas of the community, improve access an parking, provide for a mix of commercial and residential uses and to require that new development honor the building form of downtown. A priority identified in the plan was to create a pedestrian-scale Downtown streetscape that contributes to the enclosure of space reminiscent of an urban environment (2007 Laramie Comprehensive Plan p 3-10).

Downtown Laramie is shown as Urban Commercial in the Future Land Use Plan. The Urban Commercial category is classified as "an urban character as a result of its high floor-to-site area ratios (multiple stories) with zero setbacks along the street front, uses that are common of today's downtown environments, and a mixed pedestrian and vehicular orientation. Increased population, a residential component, infill, redevelopment, appropriately scaled streetscape improvements, kiosks, awnings or canopies, projecting business signs, public plazas and gathering areas, and employment in these areas can further enhance the Urban Commercial classification" (2007 Laramie Comprehensive Plan p 3-21).

Relationship to Downtown Plan

The Downtown Plan was completed in November 2011 by Arnett Muldrow and Associates in partnership with the Orion Planning Group and Mahan Rykiel Associates Community Design Solutions. The plan's intent was to encourage revitalization and to promote continued growth in Downtown. The plan evaluated the physical conditions of downtown, the opportunities to better market downtown as a destination, and the tools necessary to entice investment in downtown.

Recommendations of the plan included consistent application of development standards in the Downtown Commercial Zone District. In addition, the plan included the following recommendation: "Amend Unified Development Code: The 2010 Code dedicates an entire zoning category for downtown, the Downtown Commercial (DC) District. It includes district-specific standards and is listed in Table 15.10-1, Table of Allowed Uses. Recommendations related to the Code are:

- Expand language supporting mixed-use development. By doing so, a number of action statements and goals of the Laramie Comprehensive Plan will be addressed, including support for development that increases walkability, offering a variety of housing types, promoting infill options, and increasing population and employment in the downtown area.
- Allow More Uses: Consider amending the uses found in the DC District to allow more uses that generate foot traffic and activity. Examples include community centers, child care facilities, and community gardens, all of which are currently permitted as conditional uses.
- Sign Section: Refine the sign section for downtown signs to address issues that have been identified by the City.
- Adjust Parking Standards. Investigate and where necessary adjust parking standards that will encourage downtown residential uses, particularly housing that is incorporated into mixed use developments." (2011 Downtown Development Plan section 5.2.8 p 68)

In addition, the Chapter 6.0 (Implementation Strategy and Action Plan) promotes development that:

- Increases walkability, offering a variety of housing types, promoting infill options, and increasing population and employment in the downtown area.
- Consider amending the uses found in the DC District to allow more uses that generate foot traffic and activity. Examples include community centers, child care facilities, and community gardens, all of which are currently permitted as conditional uses.
- Refine the sign section for downtown signs to address issues that have been identified by the City.
- Investigate and where necessary adjust parking standards that will encourage downtown residential uses, particularly housing that is incorporated into mixed use developments." (2011 Downtown Development Plan Chapter 6.0 p 69)

Discussion:

All of the adopted plans for the City recognize the Downtown as an important asset to the community. Neither of the plans specifically prohibit “Automobile Service stations (Minor repairs included)” or “Vehicle/equipment sales and rentals (other than motor vehicles) in the Downtown District; however business that increase employment, promote activity, walkability and an active streetscape are encouraged.

Allowing the above mentioned uses could meet the goals of the Comprehensive Plan and the Downtown Development Plan provided they encompass the pedestrian scale and urban form

envisioned in the plans. In addition expanding the use spectrum conforms to the Downtown Plan's goal of allowing additional uses in the Downtown.

Staff believes that the proposed uses could be accommodated in the DC Zone District provided they meet code requirements and the vision of applicable plans. The applicant's requested amendment is to simply allow for an administrative review of a development application. Staff believes that a more public and detailed review is necessary. This can best be accomplished via the Conditional Use Permit process. Conditional Use Permit review would allow for a case-by-case review where each property can be reviewed in the context of its individual surroundings.

In the specific case of the applicant, they are requesting that a tire shop be allowed to relocate into an existing building. Through the Conditional Use Permit review process, staff and the Planning Commission could review the development for conformance with code requirements and applicable elements of relevant plans. In addition, the review could look at the developments relationship to adjacent properties and evaluate existing and proposed access points. Improvements to an existing site that could make it more compatible with the Downtown would include pedestrian amenities, increased landscaping and screening of internal parking lots or service areas.

PUBLIC COMMENTS:

This amendment was legally advertised in the Laramie Boomerang on August 7, 2016. Staff has received no comments regarding this proposed amendment to the UDC.

FINDINGS OF FACT:

The amendment is found to be in accordance with substantive and procedural requirements and necessities in City of Laramie code.

CONCLUSIONS OF LAW:

The amendment is proceeding in accordance with applicable law, including LMC Title 15.

STAFF RECOMMENDATION:

Staff recommends **approval** of amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of allowing "Automobile Service stations (Minor repairs included)" and "Vehicle/equipment sales and rentals (other than motor vehicles) as Conditional Uses in the DC Zone District.

ATTACHMENTS:

1. Downtown Commercial District Boundary
2. Application
3. Cover Letter
4. Historic Photos

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

	Agenda Item: Original Ordinance - 1st Reading **Title: Original Ordinance No. 1955 Redesignating the Name of Ivinson Street (Redesignating as Ivinson Avenue).**

Recommended Council MOTION:

Move to **approve** Original Ordinance No. 1955 redesignating Ivinson Street as Ivinson Avenue, based on findings of fact and conclusions of law and set a public hearing for October 4, 2016.

Administrative or Policy Goal:

Rename Ivinson Street to Ivinson Avenue to restore the historic name of the thoroughfare.

Background:

Kim Viner, Historian for the Laramie Plains Museum, has made a request to rename Ivinson Street to Ivinson Avenue. On August 9, 2016 Mr. Viner submitted to the City a petition to the City signed by a majority of the property owners adjacent to Ivinson Street requesting the name be changed to Ivinson Avenue meeting the requirements of LMC Chapter 2.38. Presently the City recognizes the street as Ivinson Street.

In recent decades street signs were changed stating a name of Ivinson Street. Mr. Viner and staff could not find an information in City or County records indicating that it had been to Ivinson Street. Over the last year Mr. Viner has been working with staff in trying to determine when and how Ivinson Street became labeled as Ivinson Street. It has been concluded that the street name was accidentally changed and this Ordinance is required to rename it.

The Planning Commission heard this item on September 12, 2016. The Planning Commission recommend that the City Council approve the Amendment to the zoning map reflecting the name Ivinson Avenue (6 yes, 0 no, 1 absent).

The Planning Commission staff report is included. No changes have been made.

Legal/Statutory Authority:

- Laramie Municipal Code: Chapter 2.38 (Street Naming Committee)
- Wyoming State Statutes: Title 15, Chapter 4, Article 3: Property, Financial Affairs, Contracts, Streets, Subdivisions and Utilities

BUDGET/FISCAL INFORMATION:

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$0.00	
Grants for Projects		
Loans on Project		
Other		
Total	$0.00	

Responsible Staff:

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	October 4, 2016
Pub. Hearing Advertised	August 27, 2016
Introduction/1st Reading	September 20, 2016
2nd Reading	October 4, 2016
3rd Reading	October 18, 2016

Attachments:

Proposed Ordinance No. 1955
September 12, 2016 Planning Commission Staff Report

ORIGINAL ORDINANCE NO.: 1955 INTRODUCED BY:
ENROLLED ORDINANCE NO.:

AN ORDINANCE REDESIGNATING THE NAME OF IVINSON STREET (REDESIGNATING AS IVINSON AVENUE).

WHEREAS, 41 of 77 (53.2%) property owners abutting and adjacent to the street in question have timely filed a petition with the City of Laramie, Wyoming, requesting that one (1) previously dedicated right-of-way, known and designated as Ivinson Street (full), be redesignated as Ivinson Avenue, which rights-of-way are more fully described in Sections 2 of this Ordinance;

WHEREAS, said petitioners (Albany County; Andersen, Matthew A & Chamois L; Anderson, Edwin A; Christie D; Arsenio Lemus Holdings, LLC, a WY LLC; Barnes, Timothy J; Buckhorn Enterprises, Inc; City Of Laramie; Cossitt, Gordon A & Brenda R; Cupps, Charles Mark; Episcopal Diocese Of Wyoming; The First Nat Bank Of Laramie; Foust, Peter; Frausto Enterprises Inc; Gonzales, Don & Nora E; Hanson, Janell Rev Liv Trust; Heineke LLC, a WY LLC; Klages, Ricki L; Laramie Plains Museum Assoc; Laramie Plains Properties Ltd Partnership; Ludwig Photo Enterprises, a Partnership; MEC Corporation; Romero, Casandra 2009 Rev Trust; Schutterle, John E Liv Trust; St Matthew Cathedral; Timchula, Judith A; University Of Wyoming; Voigt, Karen; and Williamson, Amy K Trust) constitutes a majority of the owners of real property abutting said right-of-way;

WHEREAS, this right-of-way has been platted, and has permanent residents and structures at this time;

WHEREAS, the City Clerk, in compliance with Laramie Municipal Code § 2.38.050.B, gave notice of a public hearing concerning this Petition at least fifteen (15) days in advance by publishing the required notice in the *Laramie Boomerang* on August 27, 2016; and

WHEREAS, a public hearing shall be held by the City Council on October 4, 2016.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LARAMIE, WYOMING:

Section 1. That pursuant to the petition of the majority of owner(s) of property abutting the dedicated right-of-way known and designated as Ivinson Street (full) as described in Section 2, and pursuant to the authority of Laramie Municipal Code § 2.38.040 through Code § 2.38.070, the City Council finds that the redesignation of the following dedicated right-of-way name will not abridge or destroy any of the rights and privileges of other proprietors in said plat, and further finds that the redesignations are in the best interest of the City of Laramie, Wyoming (City).

Section 2. That the following described dedicated right-of-way is hereby designated with a different name, by abandoning the name “Ivinson Street” and designating same as “Ivinson Avenue.”

ALL OF IVINSON STREET AS SHOWN AND DESIGNATED WITHIN THE

BOUNDARIES OF THE FINAL PLAT FOR HENRY D. HODGEMAN'S ADDITION AND ORIGINAL TOWN OF LARAMIE PLAT.

Section 3. That the Clerk of Albany County, Wyoming, in whose office the aforesaid plats are recorded, shall cause the redesignated rights-of-way to be indicated in plain legible letters and symbols across the parts of each plat so modified, by striking through the words "Ivinson Street" in it stead, and adding the words "Ivinson Avenue" and shall also make a reference on the same to the volume and page number on which the ordinance redesignating the right-of-way is recorded.

Section 4. That the City Clerk shall cause written notification of such redesignations to be given to the owners of real property abutting the streets as such owners appear on the assessment records of the county assessor, to the United States Post Office, and to such other persons, agencies and offices who may have a direct interest in the redesignation.

Section 5. That this ordinance shall become effective after its passage, approval, publication, and recordation.

Passed and approved this _____ day of _____, 2016.

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

Attest:_____
Angie Johnson
City Clerk

First Reading: September 20, 2016
Second Reading: October 4, 2016
Public Hearing: October 4, 2016
Third Reading and Final Action: October 16, 2016

Duly published in the *Laramie Boomerang* this _____day of _____, 2016.

City of Laramie
Planning Division
P.O. Box C
Laramie, WY 82073

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

MEMORANDUM

Date: **September 12, 2016**

To: **Planning Commission**

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

Subject: **Renaming of Ivinson Street to Ivinson Avenue**

Recommended Motion:

Move to recommend that the City Council **approve** the request to rename Ivinson Street to Ivinson Avenue.

Background:

Kim Viner, Historian for the Laramie Plains Museum, has made a request to rename Ivinson Street to Ivinson Avenue. On August 9, 2016 Mr. Viner submitted to the City a petition to the City signed by a majority of the property owners adjacent to Ivinson Street requesting the name be changed to Ivinson Avenue meeting the requirements of LMC Chapter 2.38. Presently the City recognizes the street as Ivinson Street.

History:

According to Kim Viner, discussion began on renaming Thornburgh Street to Ivinson Avenue in 1921. These finally gathered traction in 1928 when A. C. Jones, Vice President of First Interstate Bank, began to gather signatures to rename the Street to Ivinson Avenue According to Viner, on January 21, 1928 an Ordinance was signed officially changing the street name to Ivinson Avenue shortly before Edward Ivinson passed away.

In recent decade street signs were changed stating a name of Ivinson Street. Mr. Viner and staff could not find an information in City or County records indicating that it had been to Ivinson Street. Over the last year Mr. Viner has been working with staff in trying to determine when and how Ivinson Street became labeled as Ivinson Street.

How did it Change?

The short answer is “on accident.” Laramie Municipal Code § 12.12.010 “Street names” states that the streets of the city shall be designated and known by the names shown on the "zoning district map of the city of Laramie." Staff has narrowed down the date to the mid-1980s when the City Engineering Department was responsible for maintain the Official Zoning Map of the City. During that time the street was accidentally labeled as Ivinson Street on the map that was prepared in AutoCAD. Since the zoning map officially designates street names, the street has since been legally named Ivinson Street.

Cost:

Public Works Staff estimate that renaming of the street back to its correct name Ivinson Avenue will cost the City approximately $2,500 in materials and labor. This includes the cost to manufacture new signs and staff time to install the new signage.

Findings of Fact and Conclusions of Law:

Findings of Fact:

- A majority of property owners abutting the street have signed the petition

Conclusions of Law:

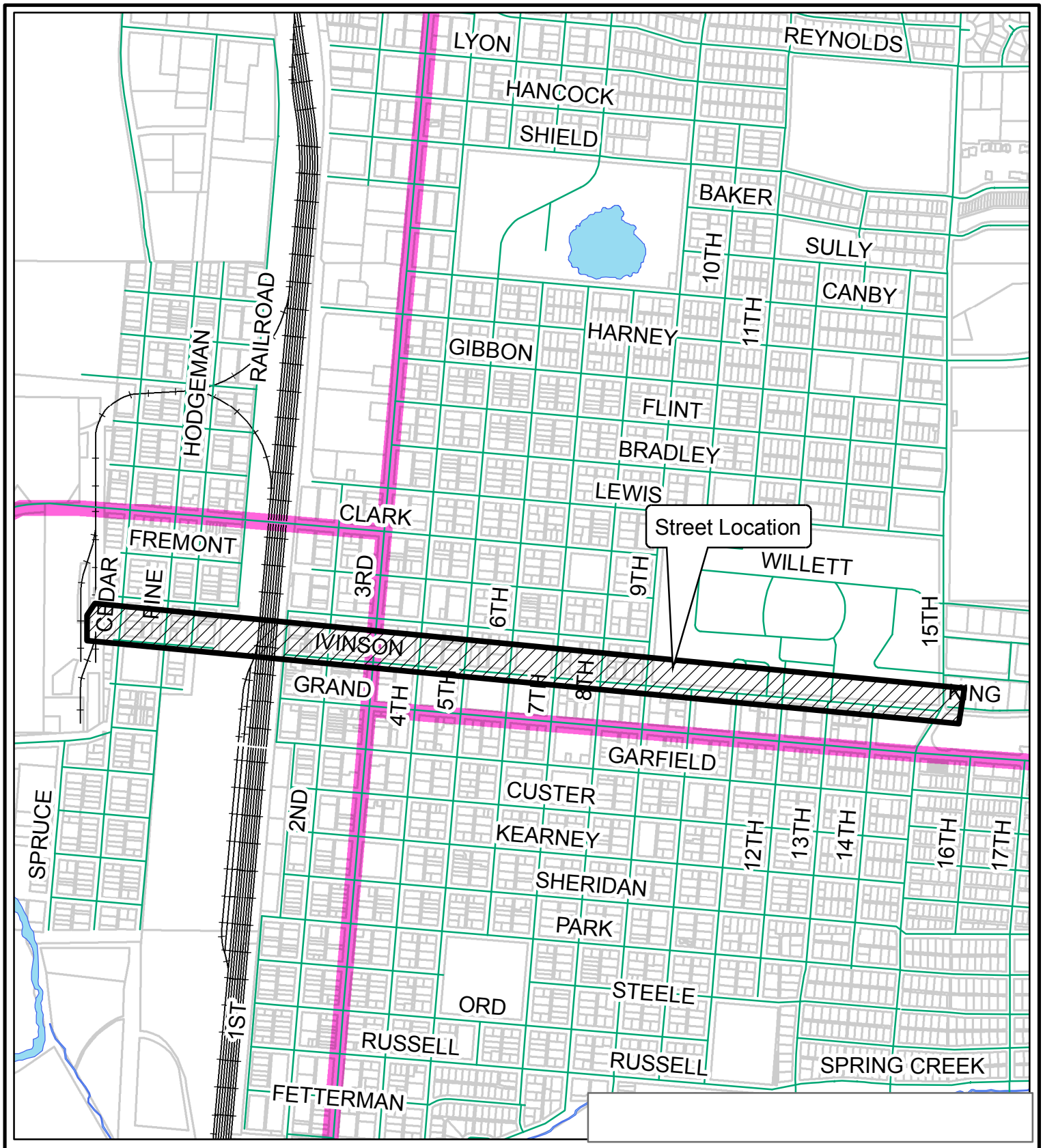
- The applicant is proceeding in accordance with the requirements of LMC 2.38.
- The redesignation of the following dedicated rights-of-way names will not abridge or destroy any of the rights and privileges of other proprietors in said plat,
- The redesignation is in the best interest of the City of Laramie, Wyoming.

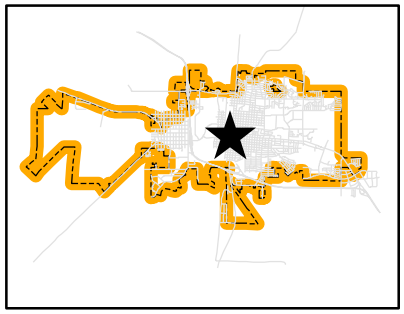
Staff Recommendation:

Staff recommends that the Planning Commission **approve** the request to rename Ivinson Street to Ivinson Avenue.

Attachments:

1. Vicinity Map
2. Request Letter and Supporting Information





Redesignation to Ivinson Avenue

N

This Data contained herein was compiled from various sources for the sole use of the City of Laramie. REVIEW OF THIS DATA FOR ACCURACY AND ANY NECESSARY EDITING HAS NOT BEEN COMPLETED AT THIS TIME. Any use of the data by anyone other than the City of Laramie, and its members, is at the sole risk of the user; and by acceptance of this data, the user does hereby hold the City of Laramie, and its members, harmless and without liability from any claims, costs, or damages of any nature against the City of Laramie, including cost of defense arising from improper use of data, or use by other party. Acceptance or use of this data is done without any expressed or implied warranties.

IVINSON STREET OR IVINSON AVENUE?

Over the next two years the city of Laramie will reconstruct part of the street that runs through the heart of historical Laramie. It passes Laramie's oldest banking establishment, St. Matthew's Cathedral, city hall, the county courthouse, the Laramie Plains Museum and the University of Wyoming. The question arises, is it Ivinson Street or Ivinson Avenue?

After Grenville Dodge, chief civil engineer of the Union Pacific Railroad, laid out the city in July 1867, the streets in the town were given very simple names. Streets running north and south were numbered and streets running east and west were given letters for names. From Center Street they were South A, North A etc.

No changes were made until the University of Wyoming came along in 1886. Center Street was renamed University Avenue. In 1889 the remaining east-west streets were given the names that they bear today, with one exception.

That exception is the street that was renamed in 1889 from South A to Thornburgh Street (often misspelled Thornburg). It had been named for Major Thomas Thornburgh who was a unit commander at Fort Steele and was killed in a skirmish with the Ute tribe in 1879 in Colorado.

As early as 1921 it was suggested that the street be renamed to honor Laramie banker and philanthropist, Edward Ivinson. Ivinson had given money to the county to build a modern hospital, deeded his mansion to the Episcopal Church for use as a girls boarding school and donated the money to finish St Matthew's Cathedral.

Opposition arose from an unlikely source, Ivinson's neighbor Melville C. Brown. Brown lived on Thornburgh Street, opposite the Ivinson Mansion block. He was a longtime friend of the Ivinson family but was reported by the Laramie Republican newspaper as being opposed to the change. Brown stated that "General Thornburg" deserved the honor because of his long history in the state. Notably, Brown got Thornburgh's name, rank and importance to Wyoming wrong.

More likely Brown opposed the move because for nearly a decade he tried to get Ivinson to enter into a real estate deal that Brown felt would make him a lot of money. Ivinson did not sell, rather he gave the property to the local orphanage.

The 1921 attempt did not bear fruit, but in 1928, A. C. Jones, vice president of the First National Bank, tried again. Jones collected signatures from everyone who lived on the street and supported the change to Ivinson Avenue. He presented them to the city council. Local history says the only person who would not sign was M. C. Brown.

Despite Brown's opposition, Mayor Stephen Downey signed a city ordinance on 21 January, 1928 changing the name of the street to Ivinson Avenue. Ivinson died 10 weeks later.

But today the street signs read "Ivinson Street." How did the change come about? It seems that no one really knows. Maps produced by the Wyoming Highway Department (1977) the Laramie City Engineer (1982), and the University of Wyoming Architect (1983) all clearly label the street "Ivinson Avenue." Additionally, a photo taken of the corner of Second and Ivinson in 1982 shows a street sign titled "Ivinson Ave."

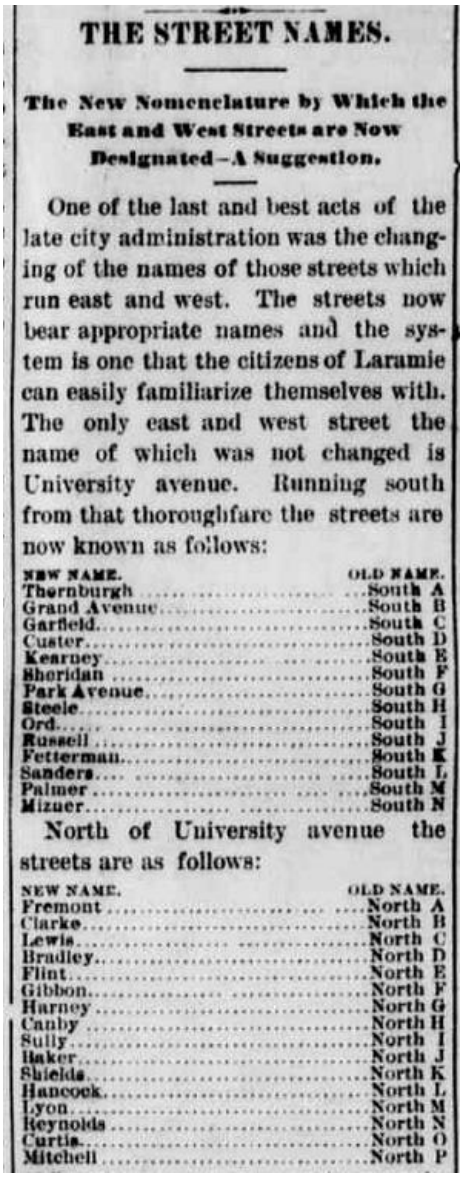
There are no city records showing that a name change to Ivinson Street was mandated by the city council. Consultations with the city planner yielded no existing records explaining the change. So we are left with the question unanswered. However, available evidence indicates that the name of the street should be Ivinson Avenue not Ivinson Street. Perhaps the reconstruction project would be a good time to change it back.

the frame pla
2ND ST
UNION AVE

Paula:

Here is the follow-up pertaining to our discussion about Ivinson Avenue (or Street). Current city street signs show Ivinson Street. The story of why they should show Ivinson Avenue follows (some of this is taken from an article I wrote for the *Boomerang* which was published last month).

When the city was originally platted, the east-west streets were not given names; they were designated by letters. The middle street of the town was Center (some maps spelled it Centre) and south of there was South A, north was North A etc. Center was changed to University Avenue shortly after the U.W. was founded in 1886. On February 19, 1889, the editors at the *Boomerang* stated that the original 1868 east – west street names of A, B, C etc. and the north – south numbered streets were not becoming of a modern metropolis in the late 1800's. So, on that day the paper suggested an update was necessary.



THE STREET NAMES.

The New Nomenclature by Which the East and West Streets are Now Designated—A Suggestion.

One of the last and best acts of the late city administration was the changing of the names of those streets which run east and west. The streets now bear appropriate names and the system is one that the citizens of Laramie can easily familiarize themselves with. The only east and west street the name of which was not changed is University avenue. Running south from that thoroughfare the streets are now known as follows:

NEW NAME.	OLD NAME.
Thornburgh	South A
Grand Avenue	South B
Garfield	South C
Custer	South D
Kearney	South E
Sheridan	South F
Park Avenue	South G
Steele	South H
Ord	South I
Russell	South J
Fetterman	South K
Sanders	South L
Palmer	South M
Mizuer	South N

North of University avenue the streets are as follows:

NEW NAME.	OLD NAME.
Fremont	North A
Clarke	North B
Lewis	North C
Bradley	North D
Flint	North E
Gibbon	North F
Harney	North G
Canby	North H
Sully	North I
Baker	North J
Shields	North K
Hancock	North L
Lyon	North M
Reynolds	North N
Curtis	North O
Mitchell	North P

The paper proposed that the streets should be renamed for early settlers or well-known locations. Names such as Trabing, Hutton, Holliday and Fillmore and famous sites such as Yellowstone were initially suggested.

Within a week, however, the *Boomerang* published another article that offered a different suggestion. This one came from local businessman W.H. Root. He suggested to the paper that the streets be named after "well known military officers who have served in this vicinity." The *Boomerang's* suggestion, with Root's modification, took hold and soon the Laramie city council appointed a three person committee to study the proposal.

On March 15, 1889, they reported to the council a list of names that should be considered and the recommendation that the numbered streets not be changed. For the east – west streets they chose mostly military officers and some pioneers. Over the next week, the list was changed. The proposed Bonneville Street was changed to Grand Avenue and proposed Bridger Street was changed to Sheridan Street. On 21 March the *Boomerang* listed the names for all the streets that were to be voted upon by the city council.

The list was adopted by city ordinance on May 8, 1889, and the formal list published by the paper on May 14 (shown left). The paper praised the actions of the council noting it was one of the last acts of the outgoing administration following the election of new council members on April 2, 1889 (who took office in June).

There was confusion over the changes. In early June, new mayor Augustus Trabing asked at a council meeting if the change had been approved. He said that several local residents where not sure of the name of the street in front of their houses. Councilman Hicks assured the mayor that the changes were official and

lamented that people would know that if they simply read the paper. To rectify the situation, H. D. Beemer was hired to paint street signs that were placed where the newly named streets intersected Second Street.

The new street names north of University to Mitchell have remained the same as they were adopted in 1889. Two changes happened south of University. Mizner Street was never built and the name not used. Thornburgh would eventually be renamed.

Thornburgh was used for several years after 1889. An 1894 map online at the state archives shows the route as "Thornburgh St" in original typeset (not added later). That verified the 1889 change from South A. [1]

Thornburgh was an interesting selection. He was an Army officer who had been commander of Fort Steele and was killed in a skirmish with Ute Indians in Colorado in 1879. Oddly, he had nothing really to do with Laramie and he was buried in Omaha, Nebraska, and was reburied in Arlington National Cemetery at a later date! Why the citizens of Laramie decided to name a street after him was strange.

The street (often misspelled Thornburg in the papers) retained the name until 1928. Just after the New Year, A.C. Jones, the vice president of the First National Bank and a longtime friend of Edward Ivinson, circulated a petition asking citizens of Thornburgh Street to support his call to the city council to rename the thoroughfare "Ivinson Avenue." Local newspapers reported on 4 January 1928 that out of 40 property owners on the street only three or four did not sign the petition (legend has it that prominent resident Melville C Brown would not sign – he lived across the street from the Ivinson mansion). The paper also reported that the city council voted five to zero on the 3rd to direct the city attorney to draft an ordinance to change the name of Thornburgh Street to Ivinson Avenue.

On the 18th, papers reported that the city council passed the ordinance renaming the street Ivinson Avenue. Mayor Downey was out of the city on that day but signed the ordinance on 21 January 1928. The paper put it this way:

> Mayor S.C. Downey, who returned last night from Denver, today signed the ordinance, passed unanimously by the city council Tuesday, in his absence, changing in the name of Thornburg (sic) street (sic) to Ivinson avenue (sic)…..The ordinance changing the name of the street to Ivinson avenue (sic) is in honor of Edward Ivinson the oldest citizen of Laramie and its first banker. For a long time he was president of the First National Bank.

So, as of that date the official name was Ivinson Avenue.

Because street signs show "Ivinson Street" and the evidence seemed to indicate "Ivinson Avenue," I called the Albany County Geographical Information Systems team and asked them what they used to denote the street. They replied (and their online maps state), Ivinson Avenue.[2] Then I called the city manager's office and asked what they called the street (mentioning that there may be a discrepancy). They directed me to the city street department. They had access to an 1885 map done up by the (then) city engineer (also online at the state archives), that showed BOTH "S A" and Ivinson St. for the same street but in different fonts. This obviously meant that someone had gone back and added "Ivinson St" to the original map. So that was not much help, but may explain where the confusion originated.

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[1] It can be seen at http://wyoarchives.state.wy.us/Archives/Maps.aspx as can the 1884 map and 1940 map referenced below.

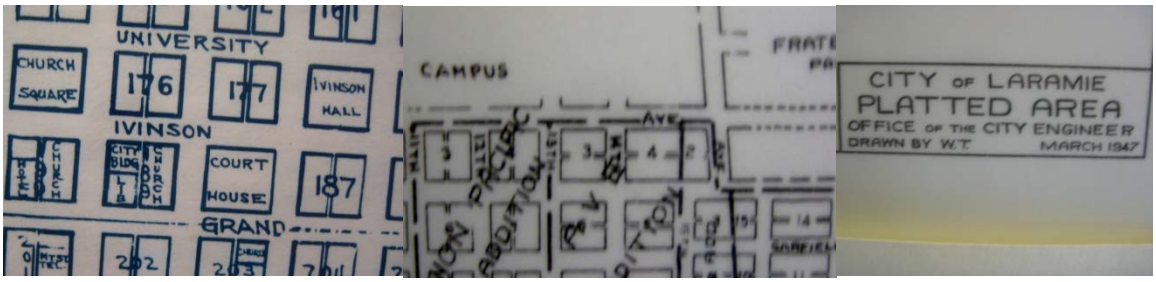
[2] Their maps can be seen at http://www.co.albany.wy.us/gis.aspx

They then directed me to the City Planner's office. I talked to both the planners in the office on that day and subsequently exchanged several emails with Mr. Bloom. I recapped the whole story. They checked all the older street maps that they had and could not tell me why someone put up "Ivinson Street" street signs. We all agreed that it would cost a bunch of money to change them and that it was unlikely that it would ever be done. Finally, I wondered aloud if someone had just made a mistake and they agreed that was a possibility.

Mr. Bloom queried Harold Colby (former street division manager) and he recalled that at one point in the 70's the businesses on the western end of Ivinson asked that it be changed from "Street to Avenue" to make it more appealing. I believe Mr. Colby may have the story correct but the order reversed as the city definitely changed it to Avenue in 1928.

Here are images which show that the city still called it Ivinson Ave through 1985:

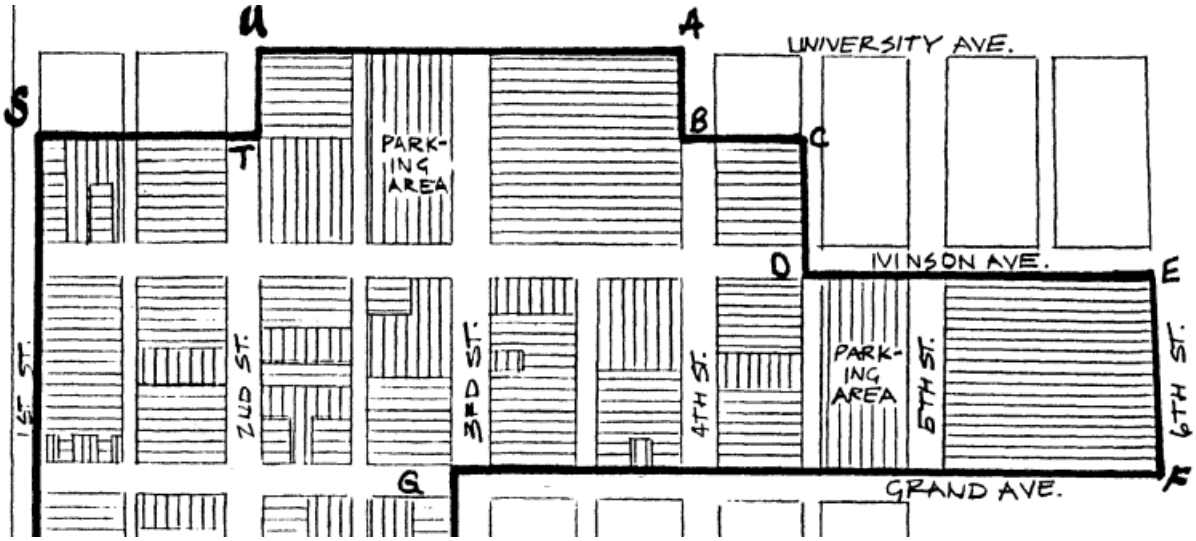
These three images are from the official city map of 1947 showing it as Ivinson Ave. I could not place the entire avenue in a readable form in one image. So the two on the left are separate portions of the same map. One can clearly see though that Ivinson was "Ave" as it ran past the U.W. Campus.



The image below was included for the 1988 submission for the Laramie Historic Downtown Distirct. This photo was taken in 1985. So, here is another clue that the name was never officially changed to Ivinson Street. Of note, is that the submission called it either Aveune or Street in different parts of the document.

Finally a couple of other facts: the U.S. Postal Service calls the lane in question, "Ivinson Street." On the other hand, the letters stamped into the concrete of the curb and gutter along the street say "AVE" not street. I am not sure when those were installed, but I do know that the ones by our house (corner 12th and Steele) were done before 1954. Additionally, a hand drawn map of downtown Laramie

by “Cash” Carroll done in 1949 (he was a property appraiser and real estate agent) and held in the Laramie Plains Museum’s collection lists it as Ivenson (sic) Avenue. Finally, the National Register of Historic Places 1988 submission (approved 11/10/88) for the Laramie Downtown Historic District also has a map that shows the street as “Ivinson Ave.”



Taken in aggregate, I am very confident that the street in question should still be officially Ivinson Avenue.

Kim Viner

307-761-0797

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

Agenda Item: Resolution

Title: A Resolution authorizing submission of a Wyoming Water Development Commission Level III Project application for the North Side Tank Project

Recommended Council MOTION:

"I move to approve Resolution 2016-71, in support of a Wyoming Water Development Commission Level III application for construction funding of the North Side Tank Project."

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:

The FY 2016 budget includes funding to design and construct the Laramie North Side Tank Project. The project is identified in the Water Master Plan as the top priority of all improvements identified. The intent of the project is to design two treated water storage tanks in the northern portion of the community. One tank is conceptually located to the northeast of the existing community and one tank is to be located north of town along US 287. The project also includes all appurtenances necessary to make the project fully functional; these appurtenances include such elements as distribution system piping, valves, and pressure reducing stations.

The project design is being performed by DOWL who is approaching the 50% design level. At this milestone the consultant will provide to us a cost estimate; this cost estimate will be the basis of a request to the Wyoming Water Development Commission (WWDC) for Level III construction funding. Approval of the attached Resolution authorizes submission of the application to WWDC for Level III construction funds.

The estimated total project cost is indicated below:

67% WWDC grant	$8,000,000
33% WWDC loan	$4,000,000
TOTAL	$12,000,000

Legal/Statutory Authority: NA

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	$8,000,000.00	WWDC Level III Grant
Loans on Project	$4,000,000.00	WWDC Level III Loan
Other		
Total	$12,000,000.00	

EXPENSE

Proposed Project Cost.

Project Budget		Amount	Funds
Project Cost		$11,845,000.00	Contingency included in cost
Loans on Project			
Grants for Project			
Other/Outside Projects			
City's Amount		$11,845,000.00	
Contingency	0%	$0.00	
Total Amount		$11,845,000.00	

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

Expenditures	Amount	Fund
Proposed Expenditure	$11,845,000.00	Water fund; Page 108 Enterprise Capital Budget
Current Budget		
Additional Amount Requested		
Total Proposed Budget	$11,845,000.00	

Responsible Staff:

Earl Smith, P.E., Public Works Director

Attachments: Resolution No. 2016-71

Resolution No. 2016-71

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A WYOMING WATER DEVELOPMENT COMMISSION LEVEL III PROJECT APPLICATION FOR THE NORTH SIDE TANK PROJECT

W I T N E S S E T H

WHEREAS, the Governing Body for the City of Laramie desires to participate in the WYOMING WATER DEVELOPMENT COMMISSION program to provide grant and loan financing for this project; and

WHEREAS, the Governing Body of the City of Laramie recognizes the need for the project; and

WHEREAS, the Wyoming Water Development Commission program requires that certain criteria be met, as described in the Wyoming Water Development Commission rules and regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the project will address system deficiencies in the northern portion of the community by constructing treated water storage tanks, transmission mains, and other appurtenances.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LARAMIE

that a grant application in the amount of $8,000,000 and a loan application in the amount of $4,000,000 be submitted to the Wyoming Water Development Commission for consideration to fund construction of the North Side Tank Project.

BE IT FURTHER RESOLVED, that Earl Smith and Janine Jordan are hereby designated as the authorized representatives of the City of Laramie to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS 20th day of September, 2016.

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

Attest

Angela Johnson
City Clerk

PROJECT APPLICATION FOR LEVEL III CONSTRUCTION FUNDING
FOR MUNICIPAL AND RURAL DOMESTIC PROJECTS

WYOMING WATER DEVELOPMENT COMMISSION
6920 Yellowtail Road
Cheyenne, Wyoming 82002
Telephone: (307) 777-7626 Fax: (307) 777-6819

Funding for projects is based on WWDC recommendations and is appropriated by the legislature from the Water Development Accounts. Legislative authorization is required before the WWDC can begin project work. Applications for Level III construction projects new to the Water Development Program must be submitted no later than August 15th. Applications for Level III construction projects which have undergone Level I and/or Level II reviews under the Water Development Program **must** be submitted no later than **October 1st.** It is helpful if the applications are received prior to the deadline.

In order to receive consideration for Level III construction funding, the project sponsor must be an entity of local government with taxing and/or assessment authority. Private corporations and individuals are not eligible for assistance. *Note: If you are seeking Level III funding for a project new to the Program, you must provide a feasibility study with detailed cost estimates prepared by a professional engineer registered in the State of Wyoming.*

APPLICATION REQUIREMENTS

- **The person signing the application must have authority to commit the entity to a binding contract.**
- **A notarized copy of a resolution supporting this application passed by the board or other governing body of the entity must be provided.**
- **If this project is for a project new to the Program, a check for the $1,000 filing fee must accompany the application. If the application is denied, 75% of the application fee will be refunded to the applicant.**
- **A project area map (8.5" x 11" preferred) showing district boundaries, project location and features should be provided. Include any reports or other supporting information available.**
- **Written verification that the project will include a minimum of 20 taps with meters on each tap.**
- **Written verification from any municipality, county, joint powers board, irrigation district, or special district that is impacted by the project that they understand and accept those impacts.**

ENTITY INFORMATION

(Type of Entity – i.e.: Municipality, County, Joint Powers Water Board, Special District)
Municipality - City

(Applicant – Name of Entity) (P.O. Box or Street Address)
City of Laramie **P.O. Box C**

(City)	(County)	(State)	(Zip Code)	(Phone)
Laramie	**Albany**	**WY**	**82073**	**(307)721-5241**

Earl Smith, P.E.

(Authorized Official - Type or Print Name) (Signature of Authorized Official) (Date)
Earl Smith, P.E., Public Works Director **(307) 721-5241**

(Contact Person – Type or Print Name) (Phone Number*)
*The best time to reach the contact person is from 8:00 AM to 4:00 PM o'clock on Monday through Friday days of the week.

If the application was prepared by someone other than the contact person, please provide

Name: Cindy Williams Phone Number 307-721-5230

PERTINENT INFORMATION

The purpose of this section is to gather information necessary for the development of the financing plan for the Level III construction project. Answer all questions as completely and accurately as possible. If you need help, please call the Water Development Office at 307-777-7626.

A. REQUESTED FINANCING PLAN

Provide the following specifics regarding the financing plan you are seeking. Contact the WWDO for questions regarding specifics relating to existing Program criteria.

1. Provide a brief statement describing the project for which you are seeking funding, including the reasons the project is needed. Describe the current situation with your water supply that will be improved by the project. (Attach additional information if you wish):

This project will include the construction of a new 1 MG treated water storage tank and associated pipe line improvements for the northern portion of the community. The project is vital to our ability to provide adequate water service to future residents and businesses as well as to provide enhancements to the existing water distribution system in north Laramie.

This project was first identified in the 2015 Laramie Water Master Plan, Level I. The Laramie North Side Tank Project provides for the construction of a 1 MG pressure Zone 3 tank and transmission line. Currently pressure Zone 3 does not have any treated water storage, which is an issue for the entire pressure zone during fire flow conditions and other high demand periods. Water system modelling indicated the future Zone 3 storage requirement to be 2.5 MG, so the City proposes to acquire sufficient land at this time to accommodate an additional future tank on the same site.

The addition of a Zone 3 tank and transmission line will increase the fire flow capabilities during fire flow conditions. A Zone 3 tank will also enhance the City's ability to meet demands during higher demand periods in the growing northern portion of the community. The addition of a Zone 3 tank and transmission line would increase the fire flow capabilities of the system in this area as well as help the new Cirrus Sky development area in the future.

Another component of this project is the construction of additional transmission mains to provide additional capacity and a redundant feed to the proposed Zone 3 tank. Currently, all transmission main capacity is to the south and the east of the community. It is desirable to develop transmission capacity along the west and north of the community to provide a redundant source of treated water.

The north end of pressure Zone 1 experiences low pressure during peak demand times. This area of Zone 1 has very limited ability to supply additional growth or meet fire flow demands. This is due to two main reasons; 1) portions of the City's existing water system within the northern portion of Zone 1 extends beyond, or above, the 7,170 ft. elevation which is in pressure Zone 2, 2) the north end of Zone 1 has limited transmission main capacity serving the area. The addition of transmission main capacity from the west side of the community around to the north side will help address these deficiencies.

2. Total funding request (Please attach the best available detailed cost estimate): **$12,000,000**

3. WWDC Grant (Percentage of total WWDC eligible project costs): **67%**

4. WWDC Loan (Percentage of total WWDC eligible project costs): **33%**

- **a.** Interest rate (presently, the typical rate is 4%): _____
- **b.** Term of loan (cannot exceed economic life of project): _____

5. If you are planning to obtain alternate loans or additional grants from other agencies to supplement your request from the WWDC, please describe your financing plans and the schedule for the acquisition of the funds:

N/A

6. Total project costs not eligible for WWDC funding: **$0**

7. Please describe your financing plans and the schedule for the acquisition of the costs not eligible for WWDC funding: **N/A**

B. EXISTING WATER SUPPLY SYSTEM

1. Description of Present Water Supply:

a. Groundwater – Number of wells: **9** Approximate Depth: **260 feet**

Primary supply aquifer or formation: **Casper Aquifer**

Approximate Yield in GPM per well: **1,361** Total of all wells: **12,254**

b. Surface Water - Source Name: **Big Laramie River**

Type of Diversion (headgate, infiltration gallery, pumps, etc.): **Headgate**

Approximate Yield: **14.31 cfs**

c. Springs – Name of springs: **N/A** Approximate Yield: **N/A**

2. Water Storage: Treated (volume and description): **13.6 MG**
Raw (volume and description: **None**

3. Transmission pipeline - Approx. Distance form Source to Distribution System **(See Attachment A)**

Type of pipe material: _____ Diameter(s):_____
Age of pipeline: _____ Condition of pipeline: _____

4. Treatment – None: **N/A** Chlorination: **XX** Filtration: **XX** Other: **Conventional with ozone**

5. Is water metered? **Yes** Do you bill by your meters? **Yes**

6. Identify unmetered usage (irrigation of parks, cemeteries, fire protection, etc.) and amount of unmetered usage: **City parks – average 80 MG per year, City cemetery – average 26 MG per year**

7. Do you have an independent raw water irrigation system? **No**

Raw water system capacity (gallons per day): _____
Average annual raw water usage (gallons):_____

8. Are you under any federal (EPA) mandates to improve your system? (eg. Administrative orders, violations, actions taken): **No**

9. Does anyone in the service area haul their drinking water? **No**

C. FINANCIAL INFORMATION

1. Service Area Information:

a. Population (2000 Census):**30,816** Current Estimate: **30,938**

b. Does the entity have a comprehensive planning boundary? **Yes – 2007 Laramie Comprehensive Plan**

If so, what is the estimated additional population that may be served in the future?
An additional 10,000 people (Source – 2015 City of Laramie Water Master Plan)

	Pre-Project	Post Project
c. Taps served within the entity boundaries?	**9,200**	**12,200**
d. Taps outside the entity boundaries?	**342**	**342**

e. Names of other water systems served?

7 Mile Water District, 9 Mile Water District, South of Laramie Water District

f. Are there existing planning reports (municipal or county) addressing growth management in the project area? **Yes**. If so, please provide titles and how copies of the reports could be obtained:

Laramie Comprehensive Plan – available online at:
https://www.cityoflaramie.org/index.aspx?nid=230

2015 Parks and Trails Master Plan – available online at:
https://www.cityoflaramie.org/index.aspx?nid=760

2015 City of Laramie Water Master Plan – available online at:
https://www.cityoflaramie.org/Search/Results?searchPhrase=water%20master%20plan&page=1&perPage=10

2016 City of Laramie Wastewater Master Plan (underway)

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2. Water Usage (Potable water system only)	Pre-Project	Post Project
a. Total number of gallons produced by the water sources annually:	**2218.27 MG**	**2220.00 MG**
b. Gallons used per capita per day:		
Average Day:	**166 gpd**	**160 gpd**
Peak Day:	**451 gpd**	**435 gpd**

3. System capacity (Potable water system only):	Pre-Project	Post-Project
a. Maximum capacity of the water supply system:		
Acre feet per day:	**62.3**	**62.3**
Gallons per day:	**20.3 MG**	**20.3 MGD**
b. Increased capacity needed:		
Acre feet per day:		
Gallons per day:	**0**	**0**
c. Estimated system water losses (percentage):	**8 – 10%**	**8 – 10%**

d. Identify the water rights, existing or needed, for the project. Describe the status of these water rights (filings, permits, adjudicated water rights):

A list of all water rights is attached and is currently mortgaged to the WY Water Development Commission for previous obligations (See Attachment B)

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e. What is the factor (bottleneck) that is presently limiting your ability to provide water (supply, transmission, treatment, distribution, etc.):

The current bottlenecks are the lack of storage in pressure Zone 3 and the lack of transmission main capacity from the west side of the community around to the north side of the community.

f. What will be the post-project factor (bottleneck) that is will limit your ability to provide water (supply, transmission, treatment, distribution, etc.): **None identified**

g. Describe water conservation efforts (tiered water rates, lawn watering restrictions, etc.):

Since 2010 the City of Laramie has utilized a tiered water rate structure designed to encourage water conservation. These rates are reviewed with each biennial budget and adjusted to meet the needs of the Water Utility Enterprise. Additionally, the City employs a Water Resource Specialist who oversees a public education program developed to educate the public on water conservation measures and techniques.

4. Rates

	Pre-Project	Post-Project
a. Tap fees:		
Residential:	**See attached Water Meter and Plant Investment Fees**	***See response to 4c.**
Commercial:		
b. Average residential monthly water bill:	**$25.35 water** **$20.80 meter** **$46.15 month**	***See response to 4c.**

c. Water Rates:

Pre-project rates for all tiers and categories of use:

See attached rate sheet (Rate Schedule for Municipal Services).

Post-project rates for all tiers and categories of use:

Post project rates are not yet determined. Rates enacted post project will reflect overall needs of the Water Utility Fund, not the single effect of the project referenced in this application. The City of Laramie evaluates user rates in consultation with external analysts each biennium. Rates are currently being analyzed for the FY 17-18 biennium and will be presented for Council consideration in the fall of 2016; any rate adjustments will become effective January 1, 2017. However, the FY 17 update of the long term (10 year) financial plan suggests that a 2.5% annual overall revenue increase will be necessary in fiscal years 17-21 and a 3.0% annual overall revenue increase will be necessary in fiscal years 22-26. This projection includes consideration of a 0.15% revenue decrease annually due to the implementation of conservation measures (tiered rates). The long term financial plan is updated annually during budget preparation.

d. Identify any local conditions that affect your rates? (Example: flow through for frost prevention, etc.):

Rates are affected primarily by the schedule of capital improvements necessary to maintain water infrastructure and the amount of intergovernmental resources available to finance infrastructure improvements. State and federal grants and loans are the primary sources of such intergovernmental resources, as the City of Laramie does not subsidize its Enterprise operations with General Fund resources.

5. Financial Statement

	Pre-Project	**Post-Project (FY 19)**
Annual revenues generated from water sales:	**$8,500,000**	**$9,028,582**
Annual revenues from tap fees:	**300,000**	**300,000**
Annual revenues from other sources:	**213,500**	**213,500**
Total annual revenues:	**$9,013,500**	**$9,542,082**
Annual budget for operation and maintenance expenses****: ** includes personnel, O & M, routine capital repl	**$4,568,351**	**$4,674,759**
Annual payments for debt retirement:	**784,313**	**1,247,989**
Annual payments to a repair and replacement fund***:		

***Unless required otherwise by contractual agreement**, these capital funding amounts are managed through the

Long term financial plan, rather than by use of a separate fund	**5,339,000**	**7,543,000**
Annual payments to an emergency fund******:**		
Annual payments for other purposes:		
Total annual payments:	**$10,691,664**	**$13,465,748**
Balance in repair and replacement fund:	**$11,445,428**	**$11,530,457**
Balance in emergency fund********:		
Annual cost of water quality testing:	**$50,000**	**$50,000**

***********The City does not make payments into an emergency fund. Rather, it uses a long term financial plan to manage resources. Unspecified infrastructure improvements are added to this plan in an attempt to recognize unanticipated infrastructure needs and emergencies. In the event of a major emergency, existing capital improvement projects would be reallocated as necessary to generate resources*.

6. Is the operation of the water supply system self supporting in terms of revenues offsetting costs for operation, maintenance, debt retirement, replacement funds and emergency funds?

The City of Laramie's Water Utility Fund is self-supporting, and costs of the Water Utility are fully accounted for within this Fund. The long term financial plan ensures the future sustainability of the fund.

If not, how is the difference subsidized? _____
_____

ATTACHMENT A

WELLS / TRANSMISSION LINES

Attachment A

GROUNDWATER WELLS

WELL NAMES	DISTANCE
Spur I	6 Miles
Spur II	7 Miles
Soldier Springs	5 Miles
Pope I, II, III, & IV	4 Miles
Turner I & II	In Town

TRANSMISSION PIPELINE

PIPELINE	DISTANCE
20" / 24" Transmission	17 Miles
Spur	6 Miles
Soldier	5 Miles
Pope	3 Miles
Turner	In Town

ATTACHMENT B

WATER RIGHTS

ATTACHMENT B

Water Rights recorded in the office of the Wyoming State Engineer

PERMIT NUMBER	PRIORITY DATE
CU11/072A	1/1/1900
CU11/075A	1/1/1900
P1627R	10/26/1909
P9342D	10/26/1909
P9343D	10/26/1909
C42/016A	11/10/1909
P1636R	11/10/1909
P9369D	11/10/1909
P9370D	11/10/1909
P11866D	6/4/1913
P18040D	7/29/1931
CU8/288A	6/10/1937
P153C	6/10/1937
CU8/289A	6/17/1938
P154C	6/17/1938
CU8/291A	6/30/1939
P155C	6/30/1939
P157C	12/29/1941
UW 45891	4/20/1977
UW 45892	4/20/1977
UW 38448	6/15/1977
UW 38449	6/15/1977
UW 45893	7/10/1978
UW 45894	7/10/1978
UW 45895	7/10/1978
UW 45896	7/10/1978
UW 45897	7/10/1978
UW 45898	7/10/1978
UW 45900	7/10/1978
UW 45901	7/10/1978
CU8/293A	1/30/1981
CU8/294A	1/30/1981
CU8/295A	1/30/1981
CU8/296A	1/30/1981
UW 55505	1/30/1981
UW 55506	1/30/1981
UW 55507	1/30/1981
UW 55508	1/30/1981
P8285R	3/11/1981
CU8/297A	10/28/1981
CU8/298A	10/28/1981
UW 59131	10/28/1981
UW 61742	10/28/1981
CU8/302A	6/5/1986
CU8/303A	6/5/1986
CU8/304A	6/5/1986
CU8/305A	6/5/1986
UW 72689	6/5/1986
UW 72690	6/5/1986
UW 72691	6/5/1986
UW 72692	6/5/1986

UW 76552	4/15/1988
UW 76553	4/15/1988
UW 76554	4/15/1988
UW 79682	4/20/1989
UW 90471	12/21/1992
UW 106547	12/1/1994
UW 105576	2/27/1997
UW 115181	3/10/1999
40/8/491W	1/9/2008
CA3/273A	12/31/1868
P26D	4/11/1891
CR48/001A	12/31/1868
CR48/006A	4/19/1879
CR48/006A	10/1/1884
CR48/108A	4/30/1881
CR48/111A	9/30/1883
CR48/110A	9/30/1883
CR48/165A	10/31/1879
CR48/166A	10/31/1879
CR48/167A	10/1/1879
CR48/195A	6/20/1878
CR48/196A	6/20/1878
CR48/197A	6/20/1878
CR48/198A	6/1/1884
CR48/199A	6/1/1884
CR48/199A	6/1/1883
P3442R	10/13/1917
P3235E	7/3/1914

City of Laramie
Community Development Department – Code Administration Division
INFORMATIONAL BULLETIN #26

Water Meter and Plant Investment Fees

November 12, 2015

WATER METERS

¾" (inside-residential)

Meter and remote reader	$245.00
Meter hanger	$150.00
Sales Tax-$395.00 materials	23.70
Total Cost	**$418.70**

¾" (inside w/Backflow DC)

Meter and remote reader	$245.00
Valves and ¾" DC	200.00
Sales Tax-$445.00 materials	26.70
Total Cost	**$471.70**

¾" (inside w/Backflow RP)

Meter and remote reader	$245.00
Valves and ¾" RP	250.00
Sales Tax-$495.00 materials	29.70
Total Cost	**$524.70**

1" (inside-residential)

Meter and remote reader	$475.00
Meter hanger	200.00
Sales Tax-$675.00 materials	40.50
Total Cost	**$715.50**

1" (inside w/Backflow DC)

Meter and remote reader	$475.00
Valves and 1" DC	250.00
Sales Tax-$775.00 materials	43.50
Total Cost	**$768.50**

1" (inside w/ Backflow RP)

Meter and remote reader	$475.00
Valves and 1" RP	300.00
Sales Tax-$775.00 materials	46.50
Total Cost	**$821.50**

1 ½" (inside w/ Backflow DC)

Meter and remote reader	$775.00
DC Backflow device	350.00
Hardware and valves	230.00
Sales Tax-$1,355.00 materials	81.30
Total Cost	**$1,436.30**

1 ½" (inside w/ Backflow RP)

Meter and remote reader	$775.00
RP Backflow device	400.00
Hardware and valves	230.00
Sales Tax-$1,405.00 materials	84.30
Total Cost	**$1,489.30**

2" (inside w/ Backflow DC)

Meter and remote reader	$1,150.00
DC Backflow device	450.00
Hardware and valves	399.00
Sales Tax-$1,999.00 materials	119.94
Total Cost	**$2,118.94**

2" (inside w/ Backflow RP)

Meter and remote reader	$1,150.00
RP Backflow device	500.00
Hardware and valves	399.00
Sales Tax-$2,049.00 materials	122.94
Total Cost	**$2,171.94**

3" (inside w/ Backflow DC)

Meter and remote reader	$2,575.00
DC Backflow device	1,200.00
Hardware and valves	431.00
Sales Tax-$4,206.00 materials	252.36
Total Cost	**$4,458.36**

3" (inside w/ Backflow RP)

Meter and remote reader	$2,575.00
RP Backflow device	1,500.00
Hardware and valves	431.00
Sales Tax-$4,506.00 materials	270.36
Total Cost	**$4,776.36**

PLANT INVESTMENT FEES

Based on the water meter size required to provide non-fire service.

Size	Water	Sewer
¾"	$3,021.00	$2,811.00
1"	$5,045.00	$4,694.00
1½"	$10,070.00	$9,370.00
2"	$16,112.00	$14,992.00
3"	$30,210.00	$28,110.00
4"	$50,350.00	$46,850.00
6"	$75,525.00	$70,275.00

1. Water and sewer connections extended beyond the corporate boundaries of the city – 125% of the fees shown above.
2. Exterior water meters are considered on a case by case basis.
3. Irrigation backflow protection is the responsibility of the owner. The pricing will be adjusted for interior installations.
4. Water meter prices change without notice. Call to verify current pricing.
5. Subtract meters are not allowed.

City of Laramie
Rate Schedule for Municipal Services

For Information Call -

Billing (307) 721-5225 or (307) 721-5202 or (307) 721-5222
Solid Waste (307) 721-5279
Water Department (307) 721-5280

WATER BASE FEES- WATER BASE FEES ARE BASED ON THE SIZE OF THE METER THAT SERVICES YOUR RESIDENCE.

METER SIZES	FEE PER MONTH
¾"	$ 20.80
1"	$ 34.30
11/2"	$ 61.10
2"	$ 93.60
3"	$ 197.70
4"	$ 325.10
6"	$ 600.30
8"	$ 871.30

METERED WATER FEES- METERED WATER IS THE CHARGE FOR ACTUAL WATER USAGE. THE FEE IS PER UNIT (1,000 GALLONS). OUTSIDE CITY LIMITS IS 125% OF IN CITY RATES.

INSIDE CITY LIMITS RATES:

SINGLE FAMILY RESIDENCE	FIRST 3 UNITS	$3.76
	NEXT 3 UNITS	$4.69
	NEXT 18 UNITS	$5.88
	OVER 24 UNITS	$8.82
MULTIFAMILY		$3.68
COMMERCIAL & HYDRANT		$3.73
UNIVERSITY		$4.05
IRRIGATION		$6.91
WHOLESALE		$4.85

OUTSIDE CITY LIMITS RATES:

SINGLE FAMILY RESIDENCE	FIRST 3 UNITS	$4.70
	NEXT 3 UNITS	$5.86
	NEXT 18 UNITS	$7.35
	OVER 24 UNITS	$11.02
MULTIFAMILY		$4.60
COMMERCIAL & HYDRANT		$4.66
UNIVERSITY		$5.06
IRRIGATION		$8.63
WHOLESALE		$6.06

MOSQUITO CONTROL FEE- $4.89 PER MONTH YEAR ROUND. Written permission for inclusion in the no spray program is required.

Please visit http://www.cityoflaramie.org/index.aspx?nid=136 to acquire the proper form or call the Mosquito Control Program at 721-5056.

Changes: 1/1/16 water & sewer rate changes
4/1/16 mosquito rate changes

Effective 4/1/16

City of Laramie
Rate Schedule for Municipal Services

For Information Call - **Billing** (307) 721-5225 or (307) 721-5202 or (307) 721-5222
Solid Waste (307) 721-5279
Water Department (307) 721-5280

SEWER BASE FEES- BASED ON THE SIZE OF THE WATER METER AT THE ADDRESS.

METER SIZES	FEE PER MONTH
¾"	$ 11.66
1"	$ 16.66
11/2"	$ 29.02
2"	$ 43.96
3"	$ 91.18
4"	$ 153.68
6"	$ 315.58
8"	$ 451.54

RESIDENTIAL SEWER FEES- BASED ON JANUARY, FEBRUARY AND MARCH WATER READS FROM THE PREVIOUS YEAR OF USAGE FOR THE RESIDENCE. THE AVERAGE OF THE THREE MONTHS OF CONSUMPTION IS MULTIPLIED BY $3.87 PER UNIT (1,000 GALLONS).

COMMERCIAL SEWER FEES- BASED ON THE WATER CONSUMPTION FOR THE BILLING PERIOD. THE FIGURE OF THE WATER CONSUMPTION IS MULTIPLIED BY THE SEWER RATE THAT IS DESIGNATED BY THE TREATMENT PLANT.

Class Code	Description	Rate
CA	Restaurants	$7.12
CB	Bars & Taverns	$7.33
CC	Entertainment & Service	$4.14
CD	Laundries, Schools & Stores	$4.57
CE	Office Buildings	$3.80
CF	Hotels & Motels	$5.51
CG	Hospitals, Athletic Clubs, Apt, Daycares, Dorms	$3.58
University UC		$4.12
University UE		$3.88
University UG		$3.56
Wholesale		$3.87
Residential		$3.87

Effective 4/1/2016
4/7/2016 updated

Changes: 1/1/16 water & sewer rate changes
4/1/16 mosquito rate changes

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

Agenda Item: Resolution

Title: Resolution No. 2016-64, Appointing Four (4) Members to the Monolith Ranch Advisory Committee

Recommended Council MOTION:

"I move to approve Resolution No. 2016-64, appointing Amy Nagler, Marius Favret, Paul Rechard, and Keith Rittle to the Monolith Ranch Advisory Committee and authorize the Mayor and City Clerk to sign."

Administrative or Policy Goal:

To provide citizen input on the Monolith Ranch Advisory Committee

Background:

The Monolith Ranch Advisory Committee was initiated through Resolution 2008-83 to review activities and provide recommendations regarding the ranch. Specifically identified as desirable experiences for members to serve on the committee are: Wyoming water rights, agriculture, ranching, outdoor recreation and business.

Two members' terms will expire October 5, 2016 and two members' terms will expire October 10, 2016. In accordance with the Laramie Municipal Code, the City Council must make appointments to the Monolith Ranch Advisory Committee. On August 30, 2016, August 31, 2016, and September 2, 2016 Councilors Pearce and Henry interviewed a total of nine applicants for four vacancies. The Resolution now before Council would affirm appointments that have been recommended by the Committee for four members.

Amy Nagler and Marius Favret were each recommended for appointment to three-year vacancies, their terms expiring October 10, 2019 and October 5, 2019 respectively.

Paul Rechard and Keith Rittle were each recommended for appointment to two-year vacancies, their terms expiring October 5, 2018 and October 10, 2018 respectively.

Legal/Statutory Authority:

N/A

Responsible Staff:

Dave Derragon, Assistant City Manager
Earl Smith, P.E., Public Works Director

Attachments:
Resolution No. 2016-64

Resolution No. 2016-64

RESOLUTION APPOINTING FOUR MEMBERS TO THE MONOLITH RANCH ADVISORY COMMITTEE FOR THE CITY OF LARAMIE, WYOMING

WHEREAS, the Governing Body for the City of Laramie, Wyoming created the Monolith Ranch Advisory Committee to consist of five (5) members, including four (4) members appointed at-large and one (1) Council Liaison; and

WHEREAS, this committee is essential in addressing issues critical to the residents of the City of Laramie; and sound agricultural practices are necessary to protect and show increased beneficial use of the Dowlin Ditch rights for future transfer of agricultural water rights to municipal rights; and drought conditions and water demands are increasing across Wyoming and across the West due to climate change; and the City of Laramie has an unprecedented water supply in the Dowlin Ditch priority water rights on the Laramie River; and

WHEREAS, Committee members' Joe Lord and Paul Rechard three (3)-year terms will expire October 5, 2016;

WHEREAS, Committee members' Jason Sherwood and Amy Nagler two (2)-year terms will expire October 10, 2016;

WHEREAS, there will be four (4) vacancies on the Monolith Ranch Advisory Committee, due to previous appointees' terms having expired;

WHEREAS, these appointments have been requested; and a two-week advertising period and interviews have been successfully conducted by City Council Representatives; and the candidates are recommended for approval by the governing body;

NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMING, RESOLVES:

SECTION 1. That the City Council hereby declares that four (4) vacancies exist on the Monolith Ranch Advisory Committee.

SECTION 2. That, City Council re-appoints _____, whose three-year term expires October 10, 2019;

SECTION 3. That, City Council appoints _____, whose three-year term expires October 5, 2019;

SECTION 4. That, City Council re-appoints _____, whose two-year term expires October 5, 2018;

SECTION 5. That, City Council appoints _____, whose two-year term expires October 10, 2018;

PASSED, APPROVED, AND ADOPTED THIS 20th day of September, 2016.

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

ATTEST:

_____
Angela Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

Agenda Item: Resolution

Title: Resolution 2016-69, appointing three (3) members to the Traffic Commission.

Recommended Council Motion:
Move to approve Resolution 2016-69, appointing _____, _____ and _____ to the Traffic Commission for a three year term each, beginning November 1, 2016 and expiring on October 31, 2019 and authorize the Mayor and Clerk to sign the Resolution.

Administrative or Policy Goal:
To further the City's need for advice and recommendations regarding pedestrian and vehicular safety and efficiency, as specified in the Laramie Municipal Code.

Background:
On October 31, 2016, the terms of three (3) Traffic Commission members will expire. In accordance with the Laramie Municipal Code, the City Council must make appointments to the Traffic Commission. On August 29, 2016 Councilors Klaus Hanson and Andrea Summerville interviewed four (4) applicants (Harold Colby, Stanley Miller, Nancy Sindelar and Naomi Wright).

Harold Colby, Nancy Sindelar and Naomi Wright were recommended for appointment to the three (3) vacancies, with the terms beginning November 1, 2016, and expiring October 31, 2019.

Legal/Statutory Authority:
Laramie Municipal Code: Chapter 10.08 Official Traffic Commission.

Responsible Staff:

Kathleen Wickersham, Administrative Assistant, Community Development
721-5207

Earl Smith, Director
Public Works
721-5241

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	
PH Advertised	
Introduction/1st Reading	September 20, 2016
2nd Reading	
3rd Reading	
Introduced by	

CITY COUNCIL RESOLUTION NO: 2016-69

RESOLUTION OF THE LARAMIE CITY COUNCIL DECLARING VACANCIES AND APPOINTING THREE MEMBERS TO THE TRAFFIC COMMISSION FOR THE CITY OF LARAMIE, WYOMING

WHEREAS, the City of Laramie, Wyoming (herein after referred to as "City") created the Traffic Commission pursuant to Section 10.08 of the Laramie Municipal Code, to consist of seven (7) members who are appointed by the City Council for a term of three (3) years;

WHEREAS, the Traffic Commission advises the City Council of the legislative improvements and changes requisite for the reduction of street traffic accidents and to relieve traffic congestion.

WHEREAS, Harold Colby was appointed to serve a three (3) year term expiring on October 31, 2016;

WHEREAS, Megan Hayes was appointed to complete a three (3) year term expiring on October 31, 2016;

WHEREAS, Nancy Sindelar was appointed to complete a three (3) year term expiring on October 31, 2016;

WHEREAS, there will be three vacancies on the Traffic Commission, due to previous appointees' term having expired;

NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMING, RESOLVES:

Section 1. That the City Council hereby declares that three (3) vacancies exist on the Traffic Commission.

Section 2. That _____ is appointed to the Traffic Commission for a three (3) year term to begin on November 1, 2016 and expiring on October 31, 2019.

Section 3. That _____ is appointed to the Traffic Commission for a three (3) year term to begin on November 1, 2016 and expiring on October 31, 2019.

Section 4. That _____ is appointed to the Traffic Commission for a three (3) year term to begin on November 1, 2016 and expiring on October 31, 2019.

PASSED, APPROVED, AND ADOPTED the 20th day of September, 2016.

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

ATTEST:

_____
Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

Agenda Item: Resolution

Title: Resolution 2016-65, appointing one (1) member to the Building and Fire Code Board of Appeals

Recommended Council MOTION:

Move to approve Resolution 2016-65, appointing _____ to the Building and Fire Code Board of Appeals for the remainder of a three (3) year term expiring October 31, 2018; and to authorize the Mayor and Clerk to sign the Resolution.

Administrative or Policy Goal:

The Board is authorized through the International Building Code § 105 and through the International Fire Code § 103.1.4, adopted by reference in the Laramie Municipal Code. The Board of Appeals hears and decides appeals of orders, decisions, or determinations made by the Building Official relative to application and interpretation of the Fire and Building codes within the limits of its authority. The Board also determines the suitability of alternate materials and types of construction, and provides reasonable interpretations of the previsions of the Fire Code.

Background:

One (1) vacancy was created on the Building and Fire Code Board of Appeals when Tim Nyquist's term expires on October 31, 2015. In accordance with the Laramie Municipal Code, the City Council must make appointments to the Building and Fire Code Board of Appeals. On Tuesday, August 23, 2016, Councilors Shuster and Vitale interviewed one (1) applicant.

Brian Peach was recommended for appointment to the one (1) vacancy, with the term expiring October 31, 2018.

Legal/Statutory Authority:

International Building Code § 105 and the International Fire Code and § 103.1.4
LMC Chapter 2.10 (Board and Commission Members)

Responsible Staff:

Kathleen Wickersham, Administrative Assistant, Community Development
721-5207

David Derragon, Assistant City Manager
721-5304

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	
PH Advertised	
Introduction/1st Reading	September 20, 2016
2nd Reading	
3rd Reading	

CITY COUNCIL RESOLUTION NO: 2016-65

RESOLUTION OF THE LARAMIE CITY COUNCIL DECLARING A VACANCY AND APPOINTING A MEMBER TO THE BUILDING AND FIRE CODE BOARD OF APPEALS FOR THE CITY OF LARAMIE, WYOMING

WHEREAS, the City of Laramie, Wyoming (hereinafter referred to as "City") created the Building and Fire Code Board of Appeals pursuant to § 105 of the International Building Code and § 103.1.4 of the International Fire Code to consist of five (5) members who are appointed by the City Council for a term of three (3) years;

WHEREAS, the Board is authorized through the International Building Code § 105 and through the International Fire Code § 103.1.4, adopted by reference in the Laramie Municipal Code. The Board of Appeals hears and decides appeals of orders, decisions, or determinations made by the Building Official relative to application and interpretation of the Fire and Building codes within the limits of its authority. The Board also determines the suitability of alternate materials and types of construction, and provides reasonable interpretations of the previsions of the Fire Code.

WHEREAS, Tim Nyquist was previously appointed to serve the remainder of a three (3) year term expiring on October 31, 2015;

WHEREAS, there is one (1) vacancy on the Building and Fire Code Board of Appeals, due to a term having expired;

NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMING, RESOLVES:

Section 1. That the City Council hereby declares that one (1) vacancy exists on the Building and Fire Code Board of Appeals.

Section 2. That _____ is appointed to the Building and Fire Code Board of Appeals to serve the remainder of a three (3) year term, expiring on October 31, 2018.

PASSED, APPROVED AND ADOPTED the 20th day of September, 2016.

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

ATTEST:

_____
Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

Agenda Item: Resolution

Title: Resolution 2016-66, appointing one (1) member to the Planning Commission

Recommended Council MOTION:
Move to approve Resolution 2016-66, appointing _____, to the Planning Commission to serve a three (3) year term from November 1, 2016, through October 31, 2019; and to authorize the Mayor and Clerk to sign the Resolution.

Administrative or Policy Goal:
To advise the City Council concerning urban planning, land use studies, urban renewal plans and other types of planning studies and in connection therewith to perform technical services. To hear and decide appeals of abatement orders and to adjust or reverse the determination of any administrative official if necessary and not injurious or detrimental to the public welfare.

Background:
In accordance with the Laramie Municipal Code, the City Council must make appointments to the Planning Commission. On Tuesday, August 23, 2016 Councilors Shuster, Summerville and Vitale interviewed four (4) applicants (Brian Peach, Laurence "Brett" Glass, Amy Nagler and Jim McGrath).

Jim McGrath was recommended for appointment to the one (1) vacancy, with the term beginning November 1, 2016, and expiring October 31, 2019.

Legal/Statutory Authority:
Laramie Municipal Code: Chapter 2.36 Planning Commission
Laramie Municipal Code: Chapter 15.04.030 (Review Authorities – Planning Commission)

Responsible Staff:

Kathleen Wickersham, Administrative Assistant, Community Development
721-5207

David Derragon, Assistant City Manager
721-5304

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	
PH Advertised	
Introduction/1st Reading	September 20, 2016
2nd Reading	
3rd Reading	

CITY COUNCIL RESOLUTION NO: 2016-66

RESOLUTION OF THE LARAMIE CITY COUNCIL DECLARING A VACANCY AND APPOINTING A MEMBER TO THE PLANNING COMMISSION FOR THE CITY OF LARAMIE, WYOMING

WHEREAS, the City of Laramie, Wyoming (herein after referred to as "City") created the Planning Commission pursuant to Chapter 2.36 of the Laramie Municipal Code, to consist of seven (7) members who are appointed by the City Council for a term of three (3) years;

WHEREAS, Jim McGrath was previously appointed to serve a term of three (3) years expiring on October 31, 2016;

WHEREAS, there will be one (1) vacancy on the Planning Commission due to forthcoming expiration of term;

NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMING, RESOLVES:

Section 1. That the City Council hereby declares that one (1) vacancy will soon exist on the Planning Commission.

Section 2. That _____ is appointed to the Planning Commission for a three (3) year term beginning November 1, 2016, and expiring on October 31, 2019.

PASSED, APPROVED AND ADOPTED the 20th day of September, 2016.

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

ATTEST:

_____
Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

LARAMIE 1868	**Agenda Item: Resolution** **Title:** Resolution 2016-67, appointing one (1) member to the Board of Health.

Recommended Council MOTION:
Move to approve Resolution 2016-67, appointing _____ to the Board of Health to serve a five (5) year term beginning on January 1, 2017 and expiring on December 31, 2021; and authorize the Mayor and Clerk to sign the Resolution.

Administrative or Policy Goal:
To set rules and regulations governing their own affairs, to set the duties of the City of Laramie Health Officer, to manage and control all communicable diseases, as well as to prescribe and fix penalties for violation of prescribed rules and regulations.

Background:
On December 31, 2016, the term of one Board of Health member will expire. In accordance with the Laramie Municipal Code, the City Council must make appointments to the Board of Health. On August 25, 2016 Councilors Henry and Pearce interviewed one (1) applicant for the vacancy and recommended the appointment of Aaron C. Taff, DDS. Mr. Taff fills the required member position holding a degree of doctor of dental surgery.

Legal/Statutory Authority:
Laramie Municipal Code: Chapter 2.20 Board of Health

Responsible Staff:

Kathleen Wickersham, Administrative Assistant, Community Development
721-5207

David Derragon, Assistant City Manager
721-5304

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	
PH Advertised	
Introduction/1st Reading	September 20, 2016
2nd Reading	
3rd Reading	
Introduced by	

CITY COUNCIL RESOLUTION NO: 2016-67

RESOLUTION OF THE LARAMIE CITY COUNCIL DECLARING A VACANCY AND APPOINTING A MEMBER TO THE BOARD OF HEALTH FOR THE CITY OF LARAMIE, WYOMING

WHEREAS, the City of Laramie, Wyoming (herein after referred to as "City") created the Board of Health pursuant to Chapter 2.20 of the Laramie Municipal Code, to consist of five (5) members who are appointed by the City Council for a term of five (5) years;

WHEREAS, Aaron Taff, DDS, was appointed to fulfill the remainder of a five (5) year term, expiring on December 31, 2016.

WHEREAS, there will be one (1) vacancy on the Board of Health;

NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMING, RESOLVES:

Section 1. That the City Council hereby declares that one (1) vacancy will exist on the Board of Health.

Section 2. That _____ is appointed to the Board of Health to serve a five (5) year term beginning on January 1, 2017 and expiring on December 31, 2021.

PASSED, APPROVED, AND ADOPTED the 20th day of September, 2016.

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

ATTEST:

_____
Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING September 20, 2016

Agenda Item: Resolution

Title: Resolution 2016-68, appointing one (1) member of the Environmental Advisory Committee.

Recommended Council MOTION:
Move to approve Resolution 2016-68, appointing _____ to the Environmental Advisory Committee for a three year term, beginning November 7, 2016 and expiring on November 4, 2019, and authorize the Mayor and Clerk to sign the Resolution.

Administrative or Policy Goal:
To receive public input concerning environmental problems; to notify the City Council and County Commissioners of environmental problems; to suggest methods of investigation of these problems and recommend specific actions to address them; to suggest environmental policy alternatives for consideration; to examine environmental problems and potential problems as requested by the City Council and Board of County Commissioners.

Background:
On November 7, 2016, the term of one (1) Environmental Advisory Committee member will expire. In accordance with the Laramie Municipal Code, the City Council must make appointments to the Environmental Advisory Committee. On August 25, 2016 Councilors Henry and Pearce interviewed seven (7) applicants for the vacancy and recommended the re-appointment of Guillermo "Bill" Brizuela. Mr. Brizuela has been a member of the Environmental Advisory Committee for 31 years.

Legal/Statutory Authority:
Laramie Municipal Code: Chapter 2.32 Environmental Advisory Committee

Responsible Staff:

Kathleen Wickersham, Administrative Assistant, Community Development
721-5207

David Derragon, Assistant City Manager
721-5304

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	
Pub. Hearing Advertised	
Introduction/1st Reading	September 20, 2016
2nd Reading	
3rd Reading	
Introduced by	

CITY COUNCIL RESOLUTION NO: 2016-68

RESOLUTION OF THE LARMAIE CITY COUNCIL DECLARING A VACANCY AND APPOINTING ONE MEMBER TO THE ENVIRONMENTAL ADVISORY COMMITTEE FOR THE CITY OF LARAMIE, WYOMING

WHEREAS, the City of Laramie, Wyoming (herein after referred to as "City") created the Environmental Advisory Committee pursuant to Section 2.32 of the Laramie Municipal Code, to consist of seven (7) members who are appointed by the joint action of City Council and the Board of County Commissioners for a term of three (3) years;

WHEREAS, Guillermo "Bill" Brizuela was appointed to serve a three (3) year term expiring on November 7, 2016;

WHEREAS, there will be one (1) vacancy on the Environmental Advisory Committee, due to previous appointees terms is soon to expire;

NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMING, RESOLVES:

Section 1. That the City Council hereby declares that one (1) vacancy exist on the Environmental Advisory Committee.

Section 2. That _____ is appointed to the Environmental Advisory Committee for a three (3) year term to begin on November 8, 2016 and expiring on November 4, 2019.

PASSED, APPROVED, AND ADOPTED the 20th day of September, 2016.

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

ATTEST:

_____
Angie Johnson
City Clerk

FUTURE CITY COUNCIL WORK SESSIONS 9/20/2016

~~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)
Storm Water Program and Funding (Jaap/Jordan)

* Scheduled, not held.

<u>UPCOMING COUNCIL MEETINGS</u> September 20, 2016

All meetings at City Hall, 406 Ivinson Street, unless noted.

September 20, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Public Hearing: High Plains Pizza, Inc. Liquor License Transfer Application
6:30 p.m. – Regular Meeting

September 27, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Public Hearing: Original Ordinance No. 1954, amending Title 15 of LMC regarding the DC District
6:00 p.m. – Special Meeting: Original Ordinance No. 1954, amending Title 15 of LMC regarding the DC District
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: Original Ordinance No. 1955, renaming the entirety of Ivinson Street to Ivinson Avenue.
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: WAM Financial Recommendations and Feedback
6:00 p.m. – Work Session: Fire Rating Review
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

November 1, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

November 8, 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

<u>UPCOMING COUNCIL MEETINGS</u> **September 20, 2016**

All meetings at City Hall, 406 Ivinson Street, unless noted.

November 15, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

November 22, 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

December 6, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

December 13, 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

December 20, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting