AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
CITY HALL
NOVEMBER 15, 2016 at 6:30 pm

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

Please be advised no additional agenda item will be introduced at a Regular City Council meeting after the hour of 9:30 p.m., unless the majority of the City Council members present vote to extend the meeting.

1. AGENDA

2. Pledge of Allegiance

3. Roll Call

4. PRE-MEETING ITEMS

4.A. PROCLAMATIONS & PRESENTATIONS

4.A.i. PROCLAMATION: Small Business Saturday

4.B. PUBLIC HEARING

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 Special Meeting of October 27, 2016, Public Hearing of November 1, 2016, and Regular Meeting of November 1, 2016; and have them placed on file for public inspection.
[Johnson, CC]

Documents:

Special Mtng Min 10.27.16 Min.pdf
Public Hearing 11.01.16 DNP Investments.pdf
Minutes 11.01.16 Min.pdf

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

Action:
that the Cemetery Deeds for November 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]**

8.C. MINUTES: Monolith Ranch Advisory Committee

Action:
that Council accept the Minutes of the Monolith Ranch Advisory Committee from July 22, 2016, and have them placed on file for public inspection.
[Smith, PW]

Documents:

Cover Sheet MRAC Minutes 7.22.16 for 11.15.16 LCC.pdf
07.22.16 Minutes COMBINED.pdf

8.D. LICENSE: New Secondhand Dealer - Room To Grow, LLC

Action:
to approve a Secondhand Dealer's License to Room to Grow, LLC, 308 South 3rd Street, Ste A, Laramie, Wyoming, for the period of November 1, 2016 thru October 31, 2017.
[Johnson, CC]

Documents:

Cover Sheet Room to Grow, LLC 11-2016.pdf
SecondhandAppl. Room to Grow 2016.pdf

8.E. LICENSE: New Secondhand Dealer - 3rd Street Marketplace

Action:
to approve a Secondhand Dealer's License to Connie and Tad Quick dba 3rd Street Marketplace, 1409 South 3rd Street, Laramie, Wyoming, for the period of November 1, 2016 thru October 31, 2017.
[Johnson, CC]

Documents:

Cover Sheet 3rd St Marketplace 11-2016.pdf
SecondhandApplication-3rd St Marketplace 2016.pdf

8.F. LICENSE: New Secondhand Dealer - Owl In The Attic

Action:
to approve a Secondhand Dealer's License to Peggy Benson dba Owl in the

Attic, 312 South 2nd Street, Laramie, Wyoming, for the period of November 1, 2016 thru October 31, 2017.
[Johnson, CC]

Documents:

Cover Sheet Owl in the Attic 11-2016.pdf
SecondhandAppl. Owl in the Attic 2016.pdf

8.G. LICENSE: New Secondhand Dealer - Still in Style, LLC

Action:
to approve a Secondhand Dealer's License to Still in Style, LLC, 412 South 2nd Street, Laramie, Wyoming, for the period of November 1, 2016 thru October 31, 2017.
[Johnson, CC]

Documents:

Cover Sheet Still in Style 11-2016.pdf
SecondhandAppl. StillinStyle 2016.pdf

8.H. RESOLUTION: Resolution 2016-74 supporting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Recreational Trails Program Grant in an amount not to exceed $50,000 to support the development of the Jacoby Ridge Rural Trail.

Action:
that Council approve Resolution 2016-74 supporting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Recreational Trails Program Grant in an amount not to exceed $50,000 to support the development of the Jacoby Ridge Rural Trail and authorize the Mayor and Clerk to sign.
[Feezer, P&R]

Documents:

RTP Grant Cover Sheet.pdf
RTP Grant Application Resolution.pdf

8.I. AGREEMENT: Amendment II to the grant agreement between the Wyoming Business Council and the City of Laramie for the Tungsten Heavy Powder and Parts Project

Action:
that council approve Amendment II to the grant agreement between the Wyoming Business Council and the City of Laramie for the Tungsten Heavy Powder and Parts Project and authorize the Mayor and Clerk to sign.
[Jordan, CMO]

Documents:

Cover Sheet - Amendment II.pdf
Amendment II ~ Tungsten.pdf
Amendment I ~ Tungsten.pdf
Agreement ~ Laramie Tungsten Heavy Pwdr.pdf

8.J. **SCHEDULE MEETING(S)**

Action:

that the Council schedule the following meeting(s):

None

9. **REGULAR AGENDA**

10. **Resolution 2016-75 accepting the donation of real property from Gemstone Holdings, LLC in the Coughlin-Pole Mountain, 3rd Addition, 9th Filing to be used as a Park.**
[Feezer, P&R]

Documents:

CPM 3rd Park Land Donation Cover Sheet.pdf
CPM 3rd Park Land Donation Resolution.pdf

11. **Original Ordinance No. 1966, amending Section 5.09.355(C) of the Laramie Municipal Code Catering Permits for Special Events.**
Second Reading. (Introduced by Vitale)
[Johnson, CC]

Documents:

Cover Sheet Ord 1966, catering permit limits 2nd reading.pdf
Ord 1966 Catering Permit limitation.pdf

12. **Intergovernmental Agreement Establishing the Front Range Fire Consortium**
[Chief Johnson, Fire]

Documents:

Cover Sheet Intergovernmental Agreement FRFC.pdf
FRFC Intergovernmental Agreement.pdf

13. **Grant Award from the U.S. Department of Homeland Security for Regional Emergency Response Team #3.**
[Johnson, Fire Chief]

Documents:

Cover Sheet 2016 RERT grant award.pdf
2016 RERT Grant Award Notification.pdf

14. **Original Ordinance No. 1957, amending Chapters 13.40 and 13.44 of the Laramie Municipal Code to regulate water rates in the City of Laramie**
Introduction and First Reading
[Smith, PW]

Documents:

Cover Sheet Water Rate Ord 1st.pdf
Ordinance No. 1957 Water Rate.pdf

15. **Original Ordinance No. 1958, amending Chapter 13.48 of the Laramie Municipal Code to regulate wastewater rates in the City of Laramie**
Introduction and First Reading
[Smith, PW]

Documents:

Cover Sheer Wastewater Rate Ord 1st.pdf
Ordinance No. 1958 Wastewater Rates 2017.pdf

16. **Resolution 2016 - 76, transferring unencumbered or unexpended appropriations balances from one fund to another and amending appropriations for the fiscal year 2016-2018 biennial budget of the City of Laramie, Wyoming**
[Brown, AS]

Documents:

Agenda Cover Res 2016-76.pdf
Budget Resolution 2016-76.pdf
Budget Resolution Memo.pdf

17. **Voting Delegates for the 2017 WAM Business Meeting**
[Johnson, CC]

Documents:

Cover Sheet WAM-VDelegates-2017-Winter.pdf
WAM Voting Form 2017.pdf

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

Documents:

Upcoming Meetings 11-15-2016.pdf
Future Work Session Topics 11-15-2016.pdf

19. **Public Comments on Non-Agenda Items by sign-in requests**
(Members of the public may address the City Council on items not on the printed Agenda. Please observe the time limit of five (5) minutes.)

20. **Adjourn to Executive Session regarding personnel.**

CITY OF LARAMIE, WYOMING
CITY COUNCIL SPECIAL MEETING
ORDINANCE No. 1954, AMENDING TITLE 15 OF LMC
OCTOBER 27, 2016

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

Roll call showed present: Klaus Hanson, Vicki Henry, Joe Shumway, Bryan Shuster, Andi Summerville, Joe Vitale, Paul Weaver, Jayne Pearce, and Dave Paulekas. Absent: None.

The City Clerk read the notice:

NOTICE IS HEREBY GIVEN that a Special Meeting of the Laramie City Council will be held Thursday, October 27, 2016, 6:00 p.m., in Council Chambers of City Hall, 406 Ivinson Street, for the following purposes:

1. Original Ordinance No. 1954, amending Title 15 of LMC regarding the DC District, Third and Final Reading.
2. Adjournment

1.A. 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 in the DC District
Third and Final Reading. (Introduced by Vitale)
[Derragon, ACM]

MOTION BY VITALE, seconded by Shumway, 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 on third and final reading, based on findings of fact and conclusions of law and authorize the Mayor and Clerk to sign the ordinance.

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

2. Adjournment

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

MOTION CARRIED by voice vote.

Council adjourned at 6:43 p.m.

Respectfully submitted,

Angie Johnson
City Clerk

LARAMIE CITY COUNCIL
PUBLIC HEARING
NEW RESTAURANT LIQUOR LICENSE, DNP INVESTMENTS, LLC
NOVEMBER 1, 2016

Public Hearing was called to order by Mayor Paulekas at 6:37 p.m.

City Council present: Klaus Hanson, Vicki Henry, Joe Shumway, Bryan Shuster, Andi Summerville, Joe Vitale, Paul Weaver, Jayne Pearce, and Dave Paulekas. Absent: None.

The City Clerk read the notice:

Notice is hereby given that on the 10th day of October 2016, an application was received in the Office of the City Clerk for a new Restaurant Liquor License No. R60, from DNP Investments, LLC, 2410 Grand Ave, Laramie, Wyoming, the place and premises being the South 1/2 of the SE SEC 34, T16N, R73W, B-2 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, November 1, 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, November 1, 2016, at 6:30 p.m. in Council Chambers.

Mayor Paulekas asked if there were any comments.

Nate Schott-Dickey's- in support.

Public Hearing was closed at 6:39 p.m.

Respectfully submitted

Angie Johnson
City Clerk

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
NOVEMBER 1, 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, Vitale, Weaver, Pearce, and Paulekas. Absent: None.

Staff present: Janine Jordan, City Manager; David Derragon, Assistant City Manager; Angie Johnson, City Clerk; Bob Southard, City Attorney; Todd Feezer, Parks & Recreation Director; and Dale Stalder, Police Chief.

4. PRE-MEETING ITEMS

4.A. PROCLAMATIONS & PRESENTATIONS

4.A.i. PROCLAMATION: DECA Month

4.B. PUBLIC HEARING

4.B.i. PUBLIC HEARING: New Restaurant Liquor License, DNP Investments, LLC.

4.C. ANNOUNCEMENTS

5. Disclosures by City Council Members

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: Move 8G to 11A.

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

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

8. CONSENT AGENDA

8.A. MINUTES: City Council Meetings

Action:

that Council approve the Minutes of the City Council Regular Meeting of October 18, 2016 and have them placed on file for public inspection.

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

Action:

that the Cemetery Deeds for October 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: October 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 November. These expenditures are to be paid subject to audit by the City of Laramie Finance Department.

8.D. MINUTES: of the October 12, 2016 Parks, Tree & Recreation Advisory Board.

Action:

that Council accept the minutes of the Parks, Tree & Recreation Advisory Board from October 12, 2016, and place them on file for public inspection:

1) to approve the minutes from the September 14, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (Approved)

2) to approve of proposed membership promotions and authorize staff to utilize them to encourage memberships and patron participation through October 2017. (Approved)

3) to approve the Memorandum of Understanding between City of Laramie and the Laramie Fire Youth Basketball Program for use of the Recreation Center gymnasiums for the 2016 basketball seasons. (Approved)

4) Presentation on S.A.C.C. Program by Cindy Stoffers, SACC Coordinator (No Action).

8.E. LICENSE: Renewal of Pawn Shop License for Westbrook's Pawn Shop, LLC

Action:

to approve the renewal of a Pawnbroker License to Westbrook's Pawn Shop, LLC, 809 S. 3rd Street, Laramie, Wyoming, for the following renewal period of 9/11/2016 thru 09/10/2017.

8.F. ORDINANCE: Original Ordinance No. 1956, rezoning approximately 18,000 sq. ft. of land located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie, from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business) District.

Third and Final Reading.

Action:

to approve Original Ordinance No. 1956 on third and final reading, rezoning approximately 18,000 sq. ft. of land located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie, from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business) District, based on findings of fact and conclusions of law; and authorize the Mayor and Clerk to sign the Ordinance.

8.G. Moved to Item 11.A.

8.H. AGREEMENT: Amendment I to the loan agreement with the Wyoming Business Council - UL Project.

Action:

Move to approve Amendment I of the loan agreement with the Wyoming Business Council for the UL project and authorize the Mayor and Clerk to sign.

8.I. SCHEDULE MEETING(S)

Action:

that the Council schedule the following meeting(s):

1. **November 28, 2016, 6:00 pm, Work Session:** Legislative Meeting at Holiday Inn

9. <u>REGULAR AGENDA</u>

10. Professional Services Agreement for the Water Line Replacement - Grand Ave Project 13th to 15th

MOTION BY SHUMWAY, seconded by Pearce, to approve a Professional Services Agreement with Trihydro Corporation of Laramie, WY to complete the design of the Grand Avenue Water Line Replacement Project Design in the total amount not to exceed $86,320.00 with a contingency of $8,632.00 for a total contract amount not to exceed $94,952.00 and authorize the Mayor and City Clerk to sign.

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

11. Bid Concurrence for the UPRR Overpass Project

MOTION BY VITALE, seconded by Weaver, to provide written concurrence to WYDOT to award the bid for the UPRR Overpass Project as provided in the Cooperative Agreements between WYDOT and the City of Laramie and to amend the Wastewater Fund budget.

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

8G-11.A. CONTRACT: Amendment, Tungsten Heavy Powder and Parts Office and Manufacturing Building

MOTION BY VITALE, seconded by Shuster, to approve an amendment to the base contract between Sampson Construction Co. Inc., and the City of Laramie in the amount of $226,162 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, Vitale, Weaver, Pearce, and Paulekas. Nay: None. Absent: None. Motion Carried.

12. New Restaurant liquor license, DNP Investments, LLC.

MOTION BY HENRY, seconded by Pearce, to approve the Application for Restaurant Liquor License No. R-60, to DNP Investments, LLC dba Dickey's Barbecue Pit, 2410 Grand Avenue, Laramie, Wyoming for the licensing term November 1, 2016 thru May 07, 2017, and authorize the mayor and clerk to sign.

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

13. Memorandum of Understanding between the City of Laramie Police Department and Laramie County for a hosted consumer premise equipment system.

MOTION BY SUMMERVILLE, seconded by Pearce, that Council enter into a Memorandum of Understanding with Laramie County for the joint operation of a Next Generation 911 hosted Consumer Premise Equipment system and authorize the Mayor and Clerk to sign.

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

14. Acknowledging City Council's role in and receipt of the Administrative Policy and Procedure for Naming City of Laramie, Parks & Recreation Department Parks & Facilities.

MOTION BY WEAVER, seconded by Henry, that City Council acknowledge their role in and receipt of the Administrative Policy and Procedure for Naming City of Laramie, Parks & Recreation Department Parks & Facilities.

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

Council recessed at 7:54 p.m.

Council reconvened at 8:07 p.m.

15. Coughlin Pole Mountain 3rd Addition, 9th Filing, Final Plat

MOTION BY SHUSTER, seconded by Summerville, to approve the Coughlin Pole Mountain 3rd Addition, 9th Filing, Final Plat, based on findings of fact and conclusions of law; acknowledge receipt of the financial security and the Subdivision Security and Improvement Deferral Acknowledgment form; and authorize the Mayor and Clerk to sign the plat.

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

16. Resolution 2016 - 73, adopting a new Planning, Zoning and Engineering Fee Schedule to include modifications to fees as reflected in Attachment A

MOTION BY SHUSTER, seconded by Summerville, to deny City Council Resolution 2016-73, adopting a new Planning, Zoning and Engineering Fee Schedule to include modification to fees as reflected in Attachment A.

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

17. Resolution 2016-70 to appoint one member to the Albany County Tourism Board

MOTION BY PEARCE, seconded by Shumway, to approve Resolution 2016-70 to appoint one board member, Mark Pearce, to the Albany County Tourism Joint Powers Board and authorize the Mayor and Clerk to sign.

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

18. Consideration of future Council work session topics

Boards and Commissions- will be discussed at January 7th Council Retreat.
Summerville- Third Street New Mobility West Group Draft Report to Council.
Summerville/Weaver- Rental ordinance for health and safety standards.

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

None.

20. Adjourn to Executive Session regarding Land Negotiations.

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

MOTION CARRIED by voice vote.

Council adjourned at 8:46 p.m.

Respectfully submitted,

Angie Johnson, City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING November 15, 2016

Agenda Item: Minutes

Title: Acknowledgement of Monolith Ranch Advisory Committee Minutes from July 22, 2016

Recommended Council MOTION:
I move to accept the Monolith Ranch Advisory Committee minutes from July 22, 2016, and have them placed on file for public inspection.

Administrative or Policy Goal:
Ongoing review of the operation and stewardship efforts on Monolith Ranch.

Background:
A special meeting of the Ranch Advisory Committee was held on June 15, 2016. Discussion items from this meeting include:

I. NEW BUSINESS
- A. Open Meetings Act and Public Records Act Presentation

II. OLD BUSINESS
- A. Titus Survey Update
- B. Goforth Reservoir Update
- C. Quarterly Report from Water Resource Administrator

III. SET DATE FOR NEXT REGULAR MEETING

IV. SET AGENDA FOR NEXT MEETING

Legal/Statutory Authority: N/A

Responsible Staff:

Earl Smith, Public Works Director
Cal Van Zee, Utility Manager

Attachments: Minutes from July 22, 2016

MINUTES
Monolith Ranch Advisory Committee
July 22, 2016, 1:00 PM
405 Grand Ave., Laramie, WY
Annex Conference Room

The regular meeting of the Monolith Ranch Advisory Committee met at the Historic Carnegie Building, 405 Grand Avenue, 1st Floor Conference Room and was called to order at 1:02 PM.

I. ROLL CALL

Members Present: Joe Lord, Jason Sherwood, Amy Nagler, Jayne Pearce
Staff Present: David Derragon, Darren Parkin, Cindy Williams, Cal VanZee
Absent: Paul Rechard, Earl Smith
Guests Present: Paula Wilson-Cazier (COL), Phil Stump (HDR Engineering)

II. APPROVAL OF AGENDA

MOTION BY Sherwood, seconded by Nagler, to approve the agenda. **MOTION CARRIED UNANIMOUSLY.**

III. APPROVAL OF MINUTES

MOTION BY Nagler, seconded by Pearce, to approve the minutes from the June 15, 2016 meeting as sent via email. **MOTION CARRIED UNANIMOUSLY.**

IV. NEW BUSINESS

A. Open Meetings Act and Public Records Act presentation – Paula Wilson-Cazier, City Manager's Office

V. OLD BUSINESS

A. Titus Survey Update – Presentation by Phil Stump of HDR Engineering

Presentation addressed current and possible future water rights changes on the Dowlin Ditch and its area of use (*see handout*). The Dowlin Ditch has top seniority for water rights on the Laramie River system. Mr. Stump recommends staying in touch with the Board of Control to remain up to date with their requirements. He also recommends keeping good records of water usage and documenting how we are affecting the overall river system with our diversions.

B. Goforth Reservoir Update – Water Resource Administrator

On June 22nd NAWCA recommended funding for this migratory waterfowl habitat project. It was the highest ranked project in the intermountain West. September 7th we should see final approval. Ducks Unlimited is working on additional funding partners. The mayor has signed the Ducks Unlimited agreement. The $30,000 payment will be due in September. Survey work is expected to start directly after.

C. Quarterly Report/Pivot Update – Water Resource Administrator

On July 19th a 5:4 Council vote determined to sell Mountain Cement the proposed acreage. August 2nd Council will have the buy/sell agreement before them. The modification of the lease negations with Baer will begin after the sale is finalized.

Baer would like to attend the next MRAC meeting to discuss the housing situation.

Haying started July 11th. There was a good crop despite an abnormally cool spring.

The irrigator left in June. Instead of re-hiring, David Strain from the Utilities Division will be assisting half-time.

The annual grazing payment was made.

Additional spraying for weeds has commenced.

The center pivot breaker was tripping. Mike Lytle put a heavier breaker in. It seems to be working well.

Beaver activity is starting to appear.

VI. SET DATE FOR NEXT MEETING

The next meeting is set for Thursday, October 13, 2016, at 1:00 p.m. in the Annex conference room.

VII. SET AGENDA FOR NEXT MEETING

VIII. ADJOURNMENT

Meeting adjourned at 2:35 p.m.

Respectfully Submitted,

S/*Cindy Williams*

Staff Liaison
Monolith Ranch Advisory Committee

APPROVED BY CITY COUNCIL

_____

Date

HDR

Memo

Project: Monolith Ranch Water Rights

Subject: Review of Water Rights Petition Project

Date: Friday, July 22, 2016

I. Overall Objective

Address Laramie River water rights serving as City's long-term water supply asset

Present petition work to align water rights to current and proposed on-the-ground conditions in preparation for future water right transfers

II. History

Dowlin Ditch Appropriation, No. 1 Priority of Laramie River Decree, 1868 Priority
46.79 CFS covering 3,585 acres described (1 CFS to 76.61893 acres)

1945 Water Rights Transfer to Municipal (10 CFS Total)
7.0 CFS Bath, 1.5 CFS Titus Land, 1.5 CFS Hohnholz

1964 Water Rights Transfer to Municipal (4.3113 CFS Total)
3.0 CFS Bath, 1.3113 CFS (210.39 acres) Titus

1981 – City's purchase of Monolith Ranch
19.65 CFS (1,510.62 acres) irrigation use

III. Petition Tasks

Reviewed Beneficial Use (2001, 2006, 2009, 2012, 2015 Imagery)

Reviewed City's Water Use Reports (2014, 2015, 2016)

Steil survey and draft petition map

Coordination with WSEO

IV. Future Efforts

Address sloughs, map updates, returns flows (consumptive use), pivot end-gun.

Submit to WBOC and address comments/recommendations

CITY OF LARAMIE REGULAR COUNCIL MEETING November 15, 2016

Agenda Item: Licensing

Title: Secondhand Dealer License – Room to Grow, LLC

Recommended Council MOTION:

That Council move to approve a Secondhand Dealer's License to Room to Grow, LLC, 308 South 3rd Street, Ste A, Laramie, Wyoming, for the period of November 1, 2016 thru October 31, 2017.

Administrative or Policy Goal:

This application meets the licensing of specific defined businesses within the City limits required by Laramie Municipal Code

Background:

Room to Grown, LLC (Lynnette Doyle), filed an application for a Secondhand Dealer's License in the City Clerk's Office on October 27, 2016. The business is a resale establishment of a variety of used children's clothing and goods.

The period for the license is one (1) year. The Secondhand Dealer's License is renewable each year upon payment of the annual fee in advance and with approval by the City Manager.

Legal/Statutory Authority:

LMC, Chapter 5.56 "Secondhand Dealers"

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$50.00	Business License Annual Fee
Grants for Projects		
Loans on Project		
Other		
Total	$50.00	

Responsible Staff: Angie Johnson, City Clerk

Attachments: Secondhand Dealer application

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

City Clerk Use Only
Fee Paid: $ 50.00 #1238
Receipt No. _____
License No. _____

RECEIVED
OCT 27 2016
BY:

City of Laramie
Annual Secondhand Dealer Application
New License☒ Renewal☐
$50.00 fee

For the license term from: 11 / 1 / 16 **through** 10 / 31 / 17

1. Applicant: Lynnette Doyle
2. Business Name (dba): Room to Grow LLC
3. 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:
   Lynnette Doyle
4. Premise Address: 308 S. 3rd, Suite A
5. Mailing Address (if different from above): _____
6. Phone Number: 307-460-9171
7. Have you complied with LMC 5.56.030 during the previous license term:

☐ Yes ☐ No ☒ N/A

LMC 5.56.030 Identification from seller--Required.

Prior to purchasing or acquiring any second-hand goods, the secondhand dealer shall require reasonable means of identification from the seller. Every person licensed as a secondhand dealer shall keep in his place of business a substantial and well-bound book in which he shall enter the following information:

A. Name, address and social security number: Room to Grow Contract
B. Birth date, sex, race height and weight of seller; Book on Site.
C. A minute description of all personal property purchased from the seller;
D. Date and exact time of the purchase;
E. Any prominent or descriptive marks that may be on the property;
F. The purchase price of the property;
G. Type and description of identification produced;
H. Such book shall be kept clean and legible and all entries made therein shall be made with ink.

Entries for the purchases made shall be entered in the books on the same day of such purchase. Every person so licensed shall, during ordinary hours of business, when requested by any law enforcement officer, submit and exhibit book description to the inspection of any such officers and shall also exhibit such goods or personal property to any such officers. (Ord. 614 § 3, 1980: prior code §20-23).

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 27 **day of** Oct, 2016.

Lynette Doyle
Signature of Applicant

Police Department After review of this application, I make the following recommendations:
approved, see attached

Police Chief/Division Commander

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

City Clerk

City Manager After review of this application, I make the following recommendation(s):
approved

David M Derrington Assistant City Manager

CITY OF LARAMIE REGULAR COUNCIL MEETING November 15, 2016

Agenda Item: Licensing

Title: Secondhand Dealer License

Recommended Council MOTION:

That Council move to approve a Secondhand Dealer's License to Connie and Tad Quick dba 3rd Street Marketplace, 1409 South 3rd Street, Laramie, Wyoming, for the period of November 1, 2016 thru October 31, 2017.

Administrative or Policy Goal:

This application meets the licensing of specific defined businesses within the City limits required by Laramie Municipal Code

Background:

Connie and Tad Quick, owner, filed an application for a Secondhand Dealer's License in the City Clerk's Office on October 25, 2016. The business is a resale establishment of a variety of antique and other used items.

The period for the license is one (1) year. The Secondhand Dealer's License is renewable each year upon payment of the annual fee in advance and with approval by the City Manager.

Legal/Statutory Authority:

LMC, Chapter 5.56 "Secondhand Dealers"

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$50.00	Business License Annual Fee
Grants for Projects		
Loans on Project		
Other		
Total	$50.00	

Responsible Staff: Angie Johnson, City Clerk

Attachments: Secondhand Dealer application

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

City Clerk Use Only
Fee Paid: $ 50.00 ✓ # 1106
Receipt No. _____
License No. _____

City of Laramie
Annual Secondhand Dealer Application
New License ☑ Renewal ☐
$50.00 fee

For the license term from: 11 / 01 / 16 **through** 10 / 31 / 17

1. Applicant: Connie Quick, Tad Quick
2. Business Name (dba): 3rd Street Marketplace
3. 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:

4. Premise Address: 1409 South 3rd Laramie Wy 82070

5. Mailing Address (if different from above):

6. Phone Number: 307-460-8995

7. Have you complied with LMC 5.56.030 during the previous license term:
~~Yes~~ ~~No~~ ☒ N/A I keep a inventory of where I purchased everything I Buy online and at Flea Market STORES I buy from Auctions or Estate Sales or Big Sales in Nebr. Kansas, Colo.
If I ever buy local I will get all of their information or if I buy from a private person I will get all of their information

LMC 5.56.030 Identification from seller--Required.

Prior to purchasing or acquiring any second-hand goods, the secondhand dealer shall require reasonable means of identification from the seller. Every person licensed as a secondhand dealer shall keep in his place of business a substantial and well-bound book in which he shall enter the following information:

A. Name, address and social security number:
B. Birth date, sex, race height and weight of seller;
C. A minute description of all personal property purchased from the seller;
D. Date and exact time of the purchase;
E. Any prominent or descriptive marks that may be on the property;
F. The purchase price of the property;
G. Type and description of identification produced;
H. Such book shall be kept clean and legible and all entries made therein shall be made with ink.

Entries for the purchases made shall be entered in the books on the same day of such purchase. Every person so licensed shall, during ordinary hours of business, when requested by any law enforcement officer, submit and exhibit book description to the inspection of any such officers and shall also exhibit such goods or personal property to any such officers. (Ord. 614 § 3, 1980: prior code §20-23).

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

Connie Quick

Signature of Applicant

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

approve

see attached document Police Chief/Division Commander

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

approve

City Clerk

City Manager After review of this application, I make the following recommendation(s):

approved

David M Fernagan, Asst City Mgr City Manager

Nancy Bartholomew

From: Ryan Thompson
Sent: Wednesday, October 26, 2016 7:26 AM
To: Nancy Bartholomew; Gwendolyn Smith
Subject: RE: Recommendation

PD approves.

From: Nancy Bartholomew
Sent: Tuesday, October 25, 2016 3:18 PM
To: Ryan Thompson; Gwendolyn Smith
Subject: Recommendation

Good Afternoon,

I have attached an application for a Secondhand Dealer New License for your recommendation. If you have any questions, please let us know.

Thank you,

Nancy Bartholomew
Deputy Clerk
City of Laramie
PO Box C, Laramie, WY 82073
307.721.5220~Fax 307.721.5211
www.cityoflaramie.org

CONFIDENTIALITY: This email (including any attachments) may contain confidential, proprietary and privileged information, and unauthorized disclosure or use is prohibited. If you received this email in error, please notify the sender and delete this email from your system.

ALL CITY OF LARAMIE ELECTRONIC CORRESPONDENCE AND ATTACHMENTS MAY BE TREATED AS PUBLIC RECORDS AND SUBJECT TO PUBLIC DISCLOSURE

ALL CITY OF LARAMIE ELECTRONIC CORRESPONDENCE AND ATTACHMENTS MAY BE TREATED AS PUBLIC RECORDS AND SUBJECT TO PUBLIC DISCLOSURE

CITY OF LARAMIE REGULAR COUNCIL MEETING November 15, 2016

Agenda Item: Licensing

Title: Secondhand Dealer License – Owl in the Attic

Recommended Council MOTION:

That Council move to approve a Secondhand Dealer's License to Peggy Benson dba Owl in the Attic, 312 South 2nd Street, Laramie, Wyoming, for the period of November 1, 2016 thru October 31, 2017.

Administrative or Policy Goal:

This application meets the licensing of specific defined businesses within the City limits required by Laramie Municipal Code

Background:

Peggy Benson, owner, filed an application for a Secondhand Dealer's License in the City Clerk's Office on October 28, 2016. The business is a resale establishment of a variety of used antiques.

The period for the license is one (1) year. The Secondhand Dealer's License is renewable each year upon payment of the annual fee in advance and with approval by the City Manager.

Legal/Statutory Authority:

LMC, Chapter 5.56 "Secondhand Dealers"

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$50.00	Business License Annual Fee
Grants for Projects		
Loans on Project		
Other		
Total	$50.00	

Responsible Staff: Angie Johnson, City Clerk

Attachments: Secondhand Dealer application

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

City Clerk Use Only
Fee Paid: $ 50.00 ✓ # 29138
Receipt No. _____
License No. _____

RECEIVED
OCT 28 2016
BY: .....

RECEIVED
OCT 28 2016
BY: .....

City of Laramie
Annual Secondhand Dealer Application
New License ☒ Renewal ☐
$50.00 fee

For the license term from: 11/1/16 **through** 11/1/17

1. Applicant: Peggy Benson
2. Business Name (dba): Owl in the Attic
3. 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:
Peggy Benson
4. Premise Address: 312 South 2nd Street
Laramie, Wy. 82070
5. Mailing Address (if different from above): _____
6. Phone Number: (307) 742-2199
7. Have you complied with LMC 5.56.030 during the previous license term:

☐ Yes ☐ No ☒ N/A

LMC 5.56.030 Identification from seller--Required.

Prior to purchasing or acquiring any second-hand goods, the secondhand dealer shall require reasonable means of identification from the seller. Every person licensed as a secondhand dealer shall keep in his place of business a substantial and well-bound book in which he shall enter the following information:

A. Name, address and social security number:
B. Birth date, sex, race height and weight of seller;
C. A minute description of all personal property purchased from the seller;
D. Date and exact time of the purchase;
E. Any prominent or descriptive marks that may be on the property;
F. The purchase price of the property;
G. Type and description of identification produced;
H. Such book shall be kept clean and legible and all entries made therein shall be made with ink.

Entries for the purchases made shall be entered in the books on the same day of such purchase. Every person so licensed shall, during ordinary hours of business, when requested by any law enforcement officer, submit and exhibit book description to the inspection of any such officers and shall also exhibit such goods or personal property to any such officers. (Ord. 614 § 3, 1980: prior code §20-23).

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

Signature of Applicant

Police Department After review of this application, I make the following recommendations:
approved

see attached document Police Chief/Division Commander

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

City Clerk

City Manager After review of this application, I make the following recommendation(s):
approved

David M Derragon Assistant City Manager

CITY OF LARAMIE REGULAR COUNCIL MEETING November 15, 2016

Agenda Item: Licensing

Title: Secondhand Dealer License – Still in Style, LLC

Recommended Council MOTION:

That Council move to approve a Secondhand Dealer's License to Still in Style, LLC, 412 South 2nd Street, Laramie, Wyoming, for the period of November 1, 2016 thru October 31, 2017.

Administrative or Policy Goal:

This application meets the licensing of specific defined businesses within the City limits required by Laramie Municipal Code

Background:

Sara Bradenburg of Still in Style, LLC, filed an application for a Secondhand Dealer's License in the City Clerk's Office on October 31, 2016. The business is a resale establishment of used clothing.

The period for the license is one (1) year. The Secondhand Dealer's License is renewable each year upon payment of the annual fee in advance and with approval by the City Manager.

Legal/Statutory Authority:

LMC, Chapter 5.56 "Secondhand Dealers"

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$50.00	Business License Annual Fee
Grants for Projects		
Loans on Project		
Other		
Total	$50.00	

Responsible Staff: Angie Johnson, City Clerk

Attachments: Secondhand Dealer application

RECEIVED
OCT 31 2016
LARAMIE

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

City Clerk Use Only
Fee Paid: $ 50.00 cc #1179
Receipt No. _____
License No. _____

City of Laramie
Annual Secondhand Dealer Application
New License☒ Renewal☐
$50.00 fee

For the license term from: 11 / ~~26~~ 01 / 16 **through** ~~11 / 20 / 17~~ 10 / 31 / 17

1. Applicant: Sara Brandenburg, Still in Style LLC
2. Business Name (dba): Still in Style LLC
3. 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:
Sara Brandenburg + Rod Brandenburg
4. Premise Address: 412 S 2nd Street Laramie, WY 82070
5. Mailing Address (if different from above): 412 S 2nd Street Laramie, WY 82070
6. Phone Number: N/A - 307-460-3838
7. Have you complied with LMC 5.56.030 during the previous license term:

☐ Yes ☑ No ☐ N/A

LMC 5.56.030 Identification from seller--Required.

Prior to purchasing or acquiring any second-hand goods, the secondhand dealer shall require reasonable means of identification from the seller. Every person licensed as a secondhand dealer shall keep in his place of business a substantial and well-bound book in which he shall enter the following information:

A. Name, address and social security number:
B. Birth date, sex, race height and weight of seller;
C. A minute description of all personal property purchased from the seller;
D. Date and exact time of the purchase;
E. Any prominent or descriptive marks that may be on the property;
F. The purchase price of the property;
G. Type and description of identification produced;
H. Such book shall be kept clean and legible and all entries made therein shall be made with ink.

Entries for the purchases made shall be entered in the books on the same day of such purchase. Every person so licensed shall, during ordinary hours of business, when requested by any law enforcement officer, submit and exhibit book description to the inspection of any such officers and shall also exhibit such goods or personal property to any such officers. (Ord. 614 § 3, 1980: prior code §20-23).

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 26 day of October, 2016.

Sara Brandenburg
Signature of Applicant

Police Department After review of this application, I make the following recommendations:
approved

see attached document Police Chief/Division Commander

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

City Clerk

City Manager After review of this application, I make the following recommendation(s):
Approved

David M Beraza Assistant City Manager

SB

CITY OF LARAMIE REGULAR COUNCIL MEETING **November 15, 2016**

Agenda Item: Resolution
Title: Resolution supporting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Recreational Trails Program Grant in an amount not to exceed $50,000 to support the development of the Jacoby Ridge Rural Trail.

Recommended Council MOTION:

I move that Council approve Resolution 2016-74 supporting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Recreational Trails Program Grant in an amount not to exceed $50,000 to support the development of the Jacoby Ridge Rural Trail and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Council Goal: Strengthen relationships with other community partners:…University of Wyoming. Preserve park land, open space and public trails for future generations.
P&R Master Plan: Service Area 7 recommends the development of a rural path adjacent to the Red Jacoby Golf Course.

Background:

State Parks & Cultural Resources provides for the allocation and distribution of FHWA funds in the form of Recreational Trails Program Grants. The Jacoby Ridge Rural Trail project is currently funded to $150,000 with a combination of ACRB Funds ($50,000) and City General Funds ($100,000). If this is successful the net result would be the release of $50,000 of the City General Funds for use in other City Projects. In discussions with the SPCR representative the funds, if awarded, would be available in time for a Spring 2017 construction effort.

Legal/Statutory Authority:

N/A

Budget/Fiscal Information:

Revenue

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	$100,000.00	ACRB FY2015 Allocation/Potential RTP Grant
Loans on Project		
Other	$50,000.00	GF Contribution
Total	$150,000.00	

Expense

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	$150,000.00	
Loans on Project		
Grants for Project	$100,000.00	ACRB Allocation/Potential RTP Grant
Other/Outside Projects		
City's Amount	$50,000.00	
Contingency 0%	$0.00	
Total Amount	$150,000.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	$150,000.00	
Less Amount Spent to Date		
Remainder of Budget	$150,000.00	

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
721.5260/tfeezer@cityoflaramie.org

Attachments: RTP Grant Application Resolution

Resolution 2016-74

A RESOLUTION SUPPORTING THE SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES FOR A 2017 RECREATIONAL TRAILS PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $50,000 TO SUPPORT THE DEVELOPMENT OF THE JACOBY RIDGE RURAL TRAIL

WHEREAS, the Recreational Trails Program, which originates at the federal level via the Highway Administration and is administered at the state level by the Wyoming Department of State Parks and Cultural Resources, exists to supports a variety of trail projects, and;

WHEREAS, in August 2014, council accepted a Grant of Easement from the University of Wyoming to develop a rural trail for public use east of the University's Glenn "Red" Jacoby Golf Course, and;

WHEREAS, the easement allows for a three to five foot wide, two and three quarter mile long trail loop with a crushed fines surface for walkers, runners, and bikers, and;

WHEREAS, the estimated cost of the trail is $150,000 of which the City of Laramie has secured and committed $50,000 in Albany County Rec Mill funds and is seeking a Recreational Trails award to fund a portion of the remaining balance, and;

WHEREAS, if awarded, the City will use Recreational Trails Program grant funds along with matching funds from the City of Laramie and the Albany County Rec Mill for trail development and, if possible, parking enhancements and deterrents preventing improper use of the trail system, and;

WHEREAS, through this project, the City of Laramie seeks to promote non-motorized transportation and to preserve, promote and expand Laramie's quality of life and resources, and;

WHEREAS, this project is consistent with the Parks & Recreation Master Plan related to Service Area 7, economic development goals and departmental objectives, and;

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

Section1. That foregoing all recitals and incorporated in and made part of this resolution by reference.

Section2. That the City Council supports the filing of an application to State Parks & Cultural Resources for a 2017 Recreational Trails Program grant in an amount not to exceed $50,000 to support the development of the Jacoby Ridge Rural Trail.

PASSED AND APPROVED this 15th day of November 2016.

_____

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

Attest:

_____

Angie Johnson, City Clerk
City of Laramie

CITY OF LARAMIE: REGULAR COUNCIL MEETING November 15, 2016

Agenda Item: Contract
Title: Amendment II to the grant agreement between the Wyoming Business Council and the City of Laramie for the Tungsten Heavy Powder and Parts Project

Recommended Council MOTION: I move to approve Amendment II to the grant agreement between the Wyoming Business Council and the City of Laramie for the Tungsten Heavy Powder and Parts Project and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal: Strategic partnerships for economic development.

Background: During its February 16, 2016 meeting, Council authorized the Mayor and Clerk to sign a Business Ready Community Grant and Loan Program Grant Agreement between the Wyoming Business Council and the City of Laramie for the Tungsten Heavy Powder and Parts Project.

After the project was underway, the Wyoming Business Council identified an error in the original grant agreement and produced Amendment I of the contract, the purpose of which was to "revise Section 7 a (v) of the original Agreement to correct the percentage the Wyoming Business Council will pay amounts of invoices from seventy-two (72%) to ninety-three percent (93%)". Council approved Amendment I and authorized the Mayor and Clerk to sign during its August 8, 2016 meeting.

Amendment I adjusted the funding ratios, however, it did not correct the method by which invoices were paid. That correction is addressed in Amendment II which revises the second sentence Section 7 A (V) of of the original Agreement to read "after receipt of cash and billing documentation, the Council will pay amounts of invoices at one hundred percent (100%)."

The remaining match portion of this grant is being provided by LCBA through the in-kind value of the land on which the building will be constructed and by Tungsten via direct payments to the architect and by covering expenses that exceed grant funds in accordance with the PDA and subsequent amendments. No City of Laramie funds will be used for the match for this grant or for any portion of this project.

Legal/Statutory Authority: Amendment II makes the grant agreement with the Wyoming Business Council consistent with the Project Development Agreement and subsequent agreements.

Responsible Staff:

City Manager, Janine Jordan, x5226
Grant Analyst, Sarah Reese, x5201
Administrative Analyst, Sam Farstad, x5361

Attachments: Amendment II, Amendment I, and the original grant Agreement

AMENDMENT NUMBER TWO TO GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF LARAMIE TUNGSTEN HEAVY POWDER AND PARTS BUSINESS COMMITTED PROJECT

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Business Council (Council), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, and the City of Laramie (Grantee), whose address is 406 Ivinson Street; P.O. Box C, Laramie, WY 82073.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Grant Agreement (Agreement) between the Council and the Grantee which was duly executed on February 24, 2016 and which became effective February 24, 2016. The purpose of this Amendment is to revise Section 7 A(v) of the original Agreement to increase the percentage the WBC will pay the amounts of invoices from ninety-three percent (93%) to one hundred percent (100%).

   The original Agreement, dated February 24, 2016, provided Business Ready Community Grant and Loan Program (BRC) Business Committed grant funds to Grantee for the construction of a 15,500 square-foot manufacturing and office building to be used by Tungsten Heavy Powder & Parts for the total grant amount of two million nine hundred thirty-five thousand nine hundred twenty-four dollars ($2,935,924), with a construction service completion date of June 30, 2017, and an Agreement expiration date of June 30, 2020.

   Amendment One dated August 12, 2016, provided for the correction of Section 7 A(v) of the original Agreement to change the percentage the WBC will pay the amounts of invoices from seventy-two percent (72%) to ninety-three percent (93%).

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute or rule or regulation.

4. **Amendments.**

   A. The second sentence of Section 7 A(v) of the original Agreement is hereby amended to read as follows:

      "After receipt of cash and billing documentation, the Council will pay the amounts of invoices at one hundred percent (100%)."

5. **Additional Responsibilities of Council.** Responsibilities of the Council have not changed.

ORIGINAL
159704

6. **Additional Responsibilities of Grantee.** Responsibilities of the Grantee have not changed.

7. **Special Provisions**

   A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Agreement between the Council and the Grantee, including but not limited to sovereign immunity, and including all prior amendments to this Agreement, shall remain unchanged and in full force and effect.

8. **General Provisions**

   A. **Entirety of Agreement.** This Agreement, consisting of nine (9) pages for the original Agreement, Attachment A, consisting of four (4) pages, Attachment B, consisting of thirty-seven (37) pages, Amendment One, consisting of three (3) pages, and this Amendment Two, consisting of three (3) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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

WYOMING BUSINESS COUNCIL

_____ _____
Shawn Reese — Date
Chief Executive Officer

_____ _____
Julie Kozlowski, Director — Date
Community Development

CITY OF LARAMIE

_____ _____
Dave Paulekas, Mayor — Date
City of Laramie

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Marion Yoder #5904 — Oct. 24, 2016
Marion Yoder — Date
Senior Assistant Attorney General

ORIGINAL
154583

AMENDMENT NUMBER ONE TO GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF LARAMIE TUNGSTEN HEAVY POWDER AND PARTS BUSINESS COMMITTED PROJECT

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Business Council (Council), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, and the City of Laramie (Grantee), whose address is 406 Ivinson Street; P.O. Box C, Laramie, WY 82073.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Grant Agreement (Agreement) between the Council and the Grantee which was duly executed on February 24, 2016 and which became effective February 24, 2016. The purpose of this Amendment is to revise Section 7 A(v) of the original Agreement to correct the percentage the WBC will pay the amounts of invoices from seventy-two percent (72%) to ninety-three percent (93%).

   The original Agreement, dated February 24, 2016, provided Business Ready Community Grant and Loan Program (BRC) Business Committed grant funds to Grantee for the construction of a 15,500 square-foot manufacturing and office building to be used by Tungsten Heavy Powder & Parts for the total grant amount of two million nine hundred thirty-five thousand nine hundred twenty-four dollars ($2,935,924), with a construction service completion date of June 30, 2017, and an Agreement expiration date of June 30, 2020.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute or rule or regulation.

4. **Amendments.**

   A. The second sentence of Section 7 A(v) of the original Agreement is hereby amended to read as follows:

      "After receipt of cash and billing documentation, the Council will pay the amounts of invoices at ninety-three percent (93%)."

5. **Additional Responsibilities of Council.** Responsibilities of the Council have not changed.

6. **Additional Responsibilities of Grantee.** Responsibilities of the Grantee have not changed.

7. **Special Provisions**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Agreement between the Council and the Grantee, including but not limited to sovereign immunity, and including all prior amendments to this Agreement, shall remain unchanged and in full force and effect.

8. **General Provisions**

A. **Entirety of Agreement.** This Agreement, consisting of nine (9) pages for the original Agreement, Attachment A, consisting of four (4) pages, Attachment B, consisting of thirty-seven (37) pages, and this Amendment One, consisting of three (3) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** IN WITHNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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

WYOMING BUSINESS COUNCIL

_____ _____
Shawn Reese Date
Chief Executive Officer

_____ _____
Thomas Johnson, Date
Chief Performance Officer

CITY OF LARAMIE

_____ _____
Dave Paulekas, Mayor Date
City of Laramie

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Susan G O'Brien 154583 June 29, 2016
Susan G. O'Brien Date
Senior Assistant Attorney General

BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF LARAMIE

1. Parties. The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Business Council ("WBC"), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and the City of Laramie, a political subdivision of the State of Wyoming ("Grantee"), whose address is 406 Ivinson Street/ P.O. Box C, Laramie, WY 82073.

2. Purpose of Grant Agreement. The WBC shall provide Business Ready Community Grant and Loan Program ("BRC") Business Committed funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachments A and B attached hereto. Performance by Grantee of the requirements of this Grant Agreement and compliance with all BRC program rules and regulations is a condition to Grantee's receipt of monies hereunder.

3. Term of Grant Agreement and Required Approvals. This Grant Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by June 30, 2017, unless an extension is approved by WBC. This Grant Agreement shall terminate on June 30, 2020, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Grant Agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.

4. Payment. WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Grant Agreement and the BRC program. The total payment to Grantee under this Grant Agreement shall not exceed two million nine hundred thirty-five thousand nine hundred twenty-four dollars ($2,935,924) ("Grant"). Payment will be made following Grantee's delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC. Payment shall be made from WBC's BRC budget pursuant to the schedule shown on Attachment A hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

5. Responsibilities of Grantee Regarding the Project. The Project to be undertaken is described in Attachment A and B which are attached and made a part of this Grant Agreement.

6. Responsibilities of WBC. WBC will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning BRC program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WBC shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

7. <u>Special Provisions</u>.

A. Budget. The budget for the Project is described in the Project Grant Expenditure Schedule ("Budget") in Attachment A.

(i) Grantee agrees it will not exceed any of the line item totals listed in the Budget in Attachment A by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

(ii) In the Budget, "Non Construction Costs" include: appraisal, architectural, engineering, and project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.

(iii) This grant is incrementally funded as costs are incurred accordingly to the Budget in Attachment A.

(iv) Grantee shall submit one (1) reimbursement request per monthly cycle or one (1) request every thirty (30) days. If more than one request is received during that monthly cycle, the WBC may return each additional request to Grantee for submittal in the next appropriate monthly cycle.

(v) The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at seventy-two percent (72%). Verification of all in-kind contributions must be submitted to the WBC.

(vi) If actual costs of the Project are more than the Budget indicated in Attachment A, Grantee agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project. If there is additional funding for the Project, the Grantee must provide the WBC with all necessary information regarding the funding.

B. Default and Remedies. In the event the Grantee or any subgrantee of the Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the BRC program rules and regulations, then WBC shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Grant Agreement without further liability or obligation of WBC;

(ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Advising Grantee to suspend disbursement of funds for the deficient activity;

(v) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

(vi) Changing the method of payment to Grantee; and/or

(vii) Reducing, withdrawing, or adjusting the amount of the Grant.

C. Extension of Construction. WBC may, at its discretion, without a written amendment to this Grant Agreement, extend the construction services date if Grantee provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein. All other extensions shall be done by written amendment to this Grant Agreement.

D. Monitor Activities. The WBC shall have the right to monitor all Project related activities of the Grantee. 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 personnel in every phase of performance of the Project.

E. No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

F. Non-Supplanting Certification. Grantee hereby affirms that BRC grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

G. Operations and Maintenance. Grantee will be required to provide an operations and maintenance plan for the Project commencing upon the completion of construction and for a minimum of five years thereafter. The Project Operation and Maintenance Plan is more particularly described in Attachment B.

H. Performance Measures. Grantee will be required to provide information as requested by the State of Wyoming, by and through the WBC, about construction of the building, job creation, revenue recapture, business recruitment, business development efforts, and additional private investment. Performance Measures are more particularly described in Attachment A.

I. Procurement Requirements. Grantee will be required to provide a letter from a qualified engineer certifying the construction completion of the project and that all required construction standards were adhered to during the construction of this Project. Upon completion of construction of this Project, Grantee will be required to provide the WBC a letter from

Grantee's attorney confirming:

(i) Grantee has followed all procurement standards have been followed as per W.S. § 15-1-113 and W.S. § 16-6-101 et. seq.

(ii) Grantee has followed the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206);

(iii) Grantee has provided certified cost estimates from a qualified engineer.

J. Publicity. Any publicity given to the Project 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 Grantee, shall identify the Wyoming Business Council as a funder. Grantee shall advertise BRC funded property and/or buildings on WyomingSites.com, and will be responsible for updating information every ninety (90) days (required on all real estate and building Projects).

K. Reporting. Within fifteen (15) calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the quarter or any other information requested by WBC. At the end of the term of this Grant Agreement, Grantee shall furnish WBC with a comprehensive report of the Project accomplishments, a cumulative detailed financial report reflecting total grant expenditures, cash and in-kind match expenditures, and private funds leveraged pursuant to this Grant Agreement. Grantee shall provide a letter from a qualified engineer certifying the completion of the project and that all required construction standards were adhered to relative to the construction of this Project.

L. Retention of Records. Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Grant Agreement or the BRC program rules and regulations for ten (10) years following WBC's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.

M. Revenue Recapture. Grantee's intention to return recaptured revenue to the WBC does not bind, encumber, be chargeable, or create a debt of any kind on the behalf of or against Grantee, the city's assets, general obligation funds, or any other revenues or properties whatsoever. In the event of default with respect to the terms and conditions of this Grant Agreement, or with respect to the terms and conditions of any related project agreements between any of the parties, neither the WBC nor any other party shall have the right to seek re-capture from Grantee. The Revenue Recapture Plan is more particularly described in Attachment B to the Grant Agreement.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

C. Assignment. Certain duties and responsibilities of the Grantee may be delegated to the Laramie Chamber Business Alliance, whose address is 800 South 3rd Street, Laramie, WY 82070, pursuant to the Project Development and Administration Agreement shown in Attachment B. Those duties include, but are not limited to construction management and administration of the Project funded by this Grant. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC. Any assignment to the Laramie Chamber Business Alliance as permitted by the preceding sentence will not relieve Grantee of its responsibility to perform or cause to be performed all duties under this Grant Agreement.

D. Assumption of Risk. The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The WBC shall notify the Grantee of any state determination of noncompliance.

E. Audit/Access to Records. The WBC and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

F. Availability of Funds. Each payment obligation of the WBC is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Grantee, the Grant Agreement may be terminated by the WBC at the end of the period for which the funds are available. The WBC shall notify the Grantee at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the WBC in the event this provision is exercised, and the WBC 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 to permit the WBC to terminate this Grant Agreement to acquire similar services from another party.

G. Award of Related Grant Agreements. The WBC may undertake or award supplemental or successor agreements for work related to this Grant Agreement. The Grantee shall cooperate fully with other grantees and the WBC in all such cases.

H. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

I. Entirety of Grant Agreement. This Grant Agreement, consisting of nine (9) pages, Attachment A, consisting of four (4) pages, and Attachment B, consisting of thirty-seven (37) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

J. Extensions. Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. This Grant Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of WBC and subject to any necessary WBC approval. Any agreement to extend this Grant Agreement shall include, but shall not be limited to: an unambiguous identification of the Grant Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Grant Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Grant Agreement; and, if the duties of either party will be different during the extension than they were under the original Grant Agreement, a detailed description of those duties.

K. Indemnification. The Grantee shall indemnify, defend, and hold harmless the State, the WBC, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Grantee's malpractice or malfeasance.

L. Independent Contractor. Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

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

N. Nondiscrimination. The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act, (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975

and/or any properly promulgated rules and regulations related thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this Grant Agreement.

O. Notices. All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred three (3) days following deposit in the U.S. mail or upon delivery in person.

P. Ownership of Documents/Work Product/Materials. All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

Q. Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Grant Agreement, until this Grant Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.

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

S. Sovereign Immunity. The State of Wyoming and WBC do not waive sovereign immunity and Grantee does not waive governmental immunity by entering into this Grant Agreement, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

T. Taxes. Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

U. Termination of Grant Agreement. The WBC may terminate this Grant Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.

V. 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 Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

W. Time is of the Essence. Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

X. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

Y. Unused/Misused Funds. The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any payments used for purposes not authorized, or performed outside this Grant Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Grant Agreement.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

9. <u>Signatures</u>. By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

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

WYOMING BUSINESS COUNCIL

_____ _____
Shawn Reese Date
Chief Executive Officer

_____ _____
Molly Spangler, Director Date
Investment Ready Communities

CITY OF LARAMIE

_____ _____
Dave Paulekas, Mayor Date
City of Laramie

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

_____ _____
S. Jane Caton Date
Senior Assistant Attorney General

ATTACHMENT A TO THE
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF LARAMIE

	Laramie - Tungsten Heavy Powder & Parts Expansion				
Purpose	The city of Laramie requests a $2,935,924 Business Committed grant to construct a 15,500 square-foot manufacturing building with office space to be used by Tungsten Heavy Powder & Parts (THPP). The building will be located in the Laramie River Business Park.				
Project Budget	**Projected Grant Expenditure Schedule**				
	Description	**BRC**	**Match**		**Total**
			Cash	In Kind	
	Land	$ -	$ -	$ 910,000.00	$ 910,000
	Non-Construction Costs	$ 206,343	$ 15,813	$ -	$ 222,156
	Construction Costs	$2,729,581	$ 209,187	$ -	$ 2,938,768
	Total Project Cost	$2,935,924	$ 225,000	$ 910,000	$ 4,070,924
Performance Measures	**Measure**		**Quantity**	**Notes**	
	Businesses Assisted		1		
	Return on Investment		2.58%		
	Revenue Recapture		$ 3,071,821	$870,997-WBC, $2,200,824-Local	
	County Median Wage		$ 16.81		
	Median Wage of Jobs Created		$ 18.33		
	Jobs to be Created (3 Year Projection)		30		
	Additional Investment		$ 3,000,000.00	Equipment and training	
Project Infrastructure	Land		4.64 acres		
	Acres Developed		4.64		
	New Building Construction		15,500 sf		

Project Description

The city of Laramie requests a $2,935,924 Business Committed grant to construct a 15,500 square-foot manufacturing and office building to be used by Tungsten Heavy Powder & Parts (THPP). The building will be located in the Laramie River Business Park.

The Laramie Chamber Business Alliance (LCBA) will contribute the land (4.64 acres valued at $910,000) where the building will be constructed. THPP will provide a $225,000 cash match, equipment and employee training.

The Business

THPP is based in San Diego, California, and has been in business since 1999. The company is a worldwide supplier of tungsten components for military, industrial engineering and medical markets. The company plans to manufacture in the Laramie plant those products that are required to be made on U.S. soil. Other products will continue to be imported from China and shipped worldwide.

The business management team consists of four persons including:

- Joe Sery, President and CEO
- Russell Lewis, Partner
- Jarmo Aaltonen, General Manager
- Dareen Cheng, President and CEO of Xian Refractory Precision Metals Co., Ltd

The four have 100-plus years of combined experience in engineering, metallurgy, manufacturing marketing and management.

The company presently offers products used for military, engineering, medical and research purposes. Tungsten is an inert substance and is environmentally friendly.

Project Goals and Benefits

THPP projects the creation of 25 new jobs initially and as many as 55 in five years. Jobs will pay a median wage of $18.33 per hour, which is higher than Albany County's/Laramie's median wage of $16.81. The company offers benefits including vacation, sick pay, medical insurance, pension fund participation and bonuses.

The recruitment of THPP is on par with the growth of Laramie's technology and manufacturing sector. This business brings diversity to Laramie's technology and manufacturing sectors. Additional taxes will be realized. Further, this business will present opportunities for University of Wyoming graduates.

Timeline

The applicant estimates the project will be complete by December 2016.

Funding

The total project cost is $4,070,924 of which $2,935,924 represents a Business Committed grant. The grant will be matched by $225,000 cash from THPP. Equipment financing will be provided by THPP through a $1,500,000 loan. In-kind match totals $910,000, which represents the land from LCBA. The company will provide an estimated $1,500,000 in training for new employees.

Cost per square foot is $208.

Timothy Belton, a registered professional architect, provided initial cost estimates. Plan One Architects provided additional detail.

Sources	
BRC amount	$ 2,935,924
Cash Match	$ 225,000
In Kind Match	$ 910,000
Total eligible project cost	**$ 4,070,924**
BRC % of total eligible project costs	72%
Local % of total eligible project costs	28%
Uses	
Land Acquisition Costs	
Land	$ 910,000
Non-Construction Costs	
Architectural and Engineering fees	$ 160,924
Other fees (surveys, tests, etc.)	$ 53,245
Project inspection fees	$ 7,987
Construction Costs	
Site work	$ 298,173
Building Components:	
Electrical Systems	$ 276,875
Mechanical, plumbing, HVAC systems	$ 612,319
Landscaping	$ 50,583
Foundation and/or Structural Framing system	$ 1,024,969
Interior Finishes	$ 210,318
Fire Protection	$ 29,285
Remediation	$ 6,565
Stairs, railings, exterior finishes	$ 85,192
Equipment (Jib Crane)	$ 6,656
Contingencies (12%)	$ 337,833
Total Uses	**$ 4,070,924**

Lease and Revenue Recapture

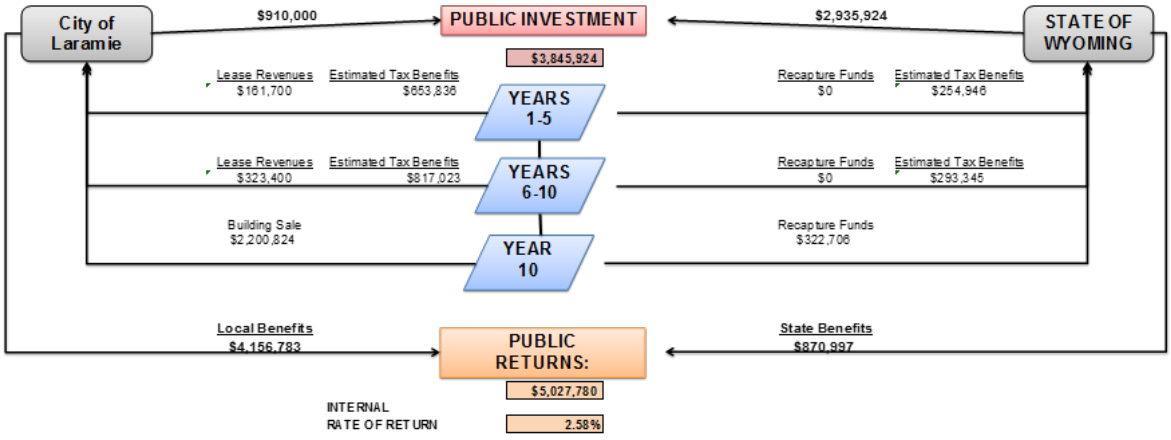
The city of Laramie will own the building through the construction phase. When construction is complete, ownership will transfer to LCBA. LCBA will lease the building to THPP for approximately $46,200 per year. The company is responsible for insurance, taxes and utilities.

LCBA proposes to use recaptured revenue from lease payments as follows:

- 80 percent – on-going economic development including infrastructure, project-specific marketing, grant match and other projects as needed.
- 20 percent – LCBA operations

After year 10, the company will have the option to purchase the land and the building for fair market value less lease payments. Should the company choose to exercise this option the net proceeds will be managed as follows:

- 50 percent – to be used by LCBA to fund economic development infrastructure, project-specific marketing and other economic development projects as necessary
- 25 percent – return to the Wyoming Business Council in an effort to support the sustainability of the BRC program
- 25 percent – to be retained by LCBA as matching dollars for future grant projects with the Wyoming Business Council



Regional Comments by Heather Tupper

Tungsten Heavy Powder & Parts (THPP) initially contacted the Wyoming Business Council in late February 2015. THPP conducted online research in its search for a new location and was impressed by Wyoming's favorable business climate. After researching several sites around the state and making two rounds of site visits, the company chose the location in the Laramie River Business Park II for the expansion of the company. THPP manufactures tungsten components for several applications, and many of the current contracts the company holds are with military operations worldwide. The expansion will allow THPP to enter into a number of additional pending contracts that require production to be completed in the United States.

The Laramie Chamber Business Alliance (LCBA) has been integral in the development of the relationship with THPP. LCBA will donate the land in the business park on which the THPP facility will be constructed. The company committed its own funds to meet the $225,000 cash match requirement of the project. In addition, THPP will work with a local bank to secure financing for equipment in the new facility.

Business Plan and Financial Analysis
THPP's business plan has been reviewed by WBC staff.

A full review of the company's financials and business plan is available to board members upon request.

WBC Recommendation
WBC recommends funding as a Business Committed grant in the amount of $2,935,924 as requested contingent upon verification of financing for working capital, equipment and training. Performance measures for the project include building construction, job creation and additional private investment.

State Loan and Investment Board Recommendation:

ATTACHMENT B TO THE
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF LARAMIE

City of Laramie – LCBA – Tungsten Heavy Powder & Parts
PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

THIS PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT (this "Agreement") is made and entered into by and between the **City of Laramie**, a Wyoming municipal corporation and political subdivision of the State of Wyoming ("City of Laramie"), the **Laramie Chamber Business Alliance**, a Wyoming non-profit corporation and statutorily-authorized community development organization ("LCBA") and **Tungsten Heavy Powder, Inc. dba Tungsten Heavy Powder and Parts** (THPP).

RECITALS

(A) The City of Laramie will apply for a Wyoming Business Ready Communities- Business Committed Grant (the "Grant") from the Wyoming Business Council ("WBC") to allow for the construction of a building and necessary infrastructure on 4.64 acres of property in the City of Laramie, Albany County, Wyoming (the "Property") for purposes of effectuating THPP to develop its manufacturing facilities in Laramie, Wyoming. Specifically, the Property is located at and on approximately 4.64 acres of land located at Block 8, Lot 3 of the Laramie Rivers Business Park II in Laramie which is owned by LCBA;

(B) THPP is the business committed with respect to the above-described Grant. THPP has committed to building its manufacturing facilities ("the Facility") on the LCBA Property. The Facility will be initial new construction of an approximate 15,400 square foot metal building with 3,400 square feet of improved office space, and 12,000 square feet of manufacturing and shipping space;

(C) Tungsten Heavy Powder, Inc. is a company established in 1999 specializing in tungsten products. They sell to individuals, various –sized companies and organizations as well as to governments around the globe. They have been profitable and growing since year 1 and continue to do so with a huge growth percentage predicted the next few years. Currently, most of their products are made in China, where they have established a very close relationship for many years with 3 suppliers and a good relationship with at least five more. They do have a local San Diego-based manufacturing facility; it is small and is based upon very old technology.
The new facility will be a promote THPP's ability to better serve its customers and make more effective use of suppliers including but not limited to one of their Chinese suppliers. It is their intention to transfer much of their production to the Laramie plant in a managed progression. To maintain profitability they indicate that they must be very cost conscious and operate very efficiently.

(D) The City of Laramie and LCBA are aware that the construction and operation of THPP would promote the sound economic growth of the City of Laramie and Albany County, Wyoming area through diversification of industry, the creation of new jobs, improvement of the tax base, and creation of other resources in Albany County, Wyoming area, all of which constitute a public purpose;

(E) The program under which the Grant is given authorizes project administration by a community development organization other than the Grant applicant, pursuant to a written agreement between the applicant and the community development organization;

(F) The City of Laramie is to be the Grant applicant;

(G) LCBA is a community development organization;

(H) The complex nature of the project will require significant expenditure of time and resources for project administration;

(J) LCBA is the legal owner of the Property upon which the Facility will be constructed. The City will be the Grant recipient and owner of the Facility throughout construction. LCBA and City will partner to jointly administer the project.

NOW, THEREFORE, for and in consideration of the foregoing recitals and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROJECT DESCRIPTION:

The project at issue will involve the construction of a building of approximately 15,400 square foot metal building with 3,400 square feet of improved office space, and 12,000 square feet of manufacturing and shipping space, along with associated site work of approximately thirty thousand (30,000) square feet (the "Project") and ownership of the building by LCBA for leasing and ultimate sale to and purchase by THPP from LCBA. The design and development of the Project and the construction thereof will be funded by the Grant.

2. OBLIGATIONS OF LCBA:

2. A. LCBA, at its sole cost and expense (except as is set forth in and contemplated by the Grant), shall cooperate with the City during all phases of Grant management and administration of the Project, including, without limitation, construction of the Project. In this capacity, LCBA shall, among other things perform as necessary the following tasks to manage and construct the Project:

2. A (i). LCBA shall be responsible for obtaining all necessary zoning, subdivision, land development and building permits and approvals necessary to develop the Project (collectively, the "Development Approvals") in a timely manner according to the project timeline set forth in the Grant application. Additionally, the parties acknowledge that LCBA intends to retain professionals to perform necessary construction testing and inspections, and the cost for same will be included in the construction costs of the Project.

2. A (ii). The Project shall be deemed to be substantially completed ("Substantially Completed" or "Substantial Completion") on the day when all of the following have occurred:

(a) the Project has been completed in accordance with the Final Plans and all applicable laws, rules and regulations, except for minor "punch list" items, the completion or repair of which will not interfere with Tungsten Heavy Powder, Inc.'s use and occupancy of the Project and Facility, and in accordance with, the Lease & Purchase Agreement (as hereinafter defined);

(b) the Project is available for THPP to utilize for its intended purpose without material interference with THPP's business activities by reason of completion of LCBA's work, including (without limitation), by reason of completion of "punch list" items;

(c) LCBA shall have obtained and delivered to THPP a copy of a certificate of occupancy relating to the Project issued by the City of Laramie, which certificate of occupancy shall be of the type customarily issued by the municipality in which the Project is located and which is adequate to permit THPP to legally occupy the Project for its intended purposes (the "Certificate of Occupancy"); and

(d) LCBA and THPP shall have completed a joint inspection of the Project and have:

i) confirmed in writing that the Project has been completed in accordance with the Final Plans, except for minor "punch list" items, and
(ii) compiled a written list of minor "punch list" items that do not interfere with THPP's business activities (the "Punch list Items"). LCBA shall cause all contractors and subcontractors to complete all punch list items no later than sixty (60) days after the date of Substantial Completion.

2. A (iii). At the direction of the City, account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and state law. As part of this obligation, LCBA shall comply with any and all advertising and bidding requirements for all phases of the Project, and shall not hire, contract with, bind itself or otherwise commit Grant money for construction or development of the Project until it has consulted with City of Laramie staff to ensure compliance with state advertising and bidding requirements and City policies.

2. A (iv). Keep appropriate and complete records of transactions relative to the Grant.

2. A (v). Keep the City of Laramie and THPP informed of all matters regarding the Project and Facility and give regular reports to the City of Laramie and THPP about the Project. Such reports shall be given as often as the City of Laramie and THPP request and, at the option of the City of Laramie and/or THPP, may be verbal or written.

2. A (vi). Complete all reporting requirements for the Grant as requested by City, including but not limited to publishing notices, submitting reports and the prompt submission of reimbursement of grant eligible expenditures to the City of Laramie and provide all receipts and documentation necessary to satisfy the granting agency.

2. A (vii). Subject to completion of the construction, satisfaction of grant terms, and with the approval of the City, enter into a ten (10) year Lease & Purchase Agreement with THPP in a form substantially as set forth on Exhibit "A" hereto, for the continued operation and maintenance of the Property and Facility, said lease to charge a basic monthly rental amount as set forth by Exhibit "A," and with the conditions of purchase of the Property and Facility in accordance with the terms of Exhibit "A." Lease agreement payments will be utilized by LCBA to cover any ownership and property management costs, as well as any potential Loan repayment costs of the Property and Facility which are not otherwise paid by THPP pursuant to Exhibit A. Any additional monies remaining after ownership and property management costs and Loan repayment costs, including any purchase monies acquired by LCBA upon sale by LCBA to THPP, shall be used by LCBA in accordance with the Revenue Recapture Plan attached herein as Exhibit "B."

2. A (viii). LCBA agrees that it shall not alter, dissolve or cause dissolution to its corporate capacity and community development organization status in any capacity during the reporting period and term with the WBC. Specifically, LCBA shall maintain its current non-profit corporate and community development organization status independently for purposes of the Project. In the event that LCBA fails to maintain its independent corporate status, or dissolves, or fails to maintain its status as an economic development organization pursuant to the provisions of Wyoming Statute § 9-12-301, et seq. the City shall have the right to declare a breach of the agreement and require that the title to the property, whether real, personal or mixed, be transferred to the City upon demand. LCBA shall comply with the demand within 30 days. Any transfer of the Property by LCBA to the City in accordance with the terms of this paragraph shall not affect THPP's rights under this Agreement or Exhibit "A".

2.A.(ix) Upon completion of the Grant, participate in the public hearing and provide evidence and testimony regarding satisfaction of the Grant terms and the economic benefits and economic development impacts provided to the community by THPP.

2. B. LCBA shall contribute up to 4.64 acres of land located at Block 8, Lot 3 of the Laramie Rivers Business Park II in Laramie which is owned by LCBA (the "Property") for construction of the Facility. The Property is not located in a flood plain. The value of the conveyance of the land at the Facility site to THPP by LCBA shall be at an amount of $910,000.00 or $4.50/square foot. This value shall be used for purposes of the non-cash-match requirement for the Grant. LCBA agrees to dedicate the entirety of the Property to the exclusive use and benefit of the Project. LCBA shall execute and deliver all such documentation evidencing the value of the Property as may reasonably be required by the City of Laramie, the WBC and federal income tax purposes.

2. C. With respect to the construction costs for the Project, LCBA shall make requests for funding, together with necessary supporting documents no less frequently than monthly or as dictated by construction progress and/or WBC grant guidelines in such form as may be required by the City of Laramie and/or the WBC. LCBA shall make such other reports in such forms and at such times as may be reasonably required by the City of Laramie or the WBC.

2. D. In performance of its obligations under this Agreement, LCBA shall conform its conduct to the statutory obligations of the City of Laramie and the Grant requirements undertaken by the City of Laramie.

2. E. The City of Laramie may terminate this Agreement for reasonable cause or for any material breach of this Agreement by LCBA or THPP that continues beyond any applicable notice and cure periods as provided in Section 6 below. LCBA's services shall be deemed to start after all parties have signed this Agreement. If LCBA breaches this Agreement or is for some reason unable to serve as the community development organization, the City of Laramie shall either designate another community development organization or shall assume administration of this Agreement directly and transfer title to the property to the City. Any transfer of the Property by LCBA to the City in accordance with the terms of this paragraph shall not affect THPP's rights under this Agreement or Exhibit "A".

2. F. Except as provided herein, and subject to the contingencies herein that operate in favor of LCBA, LCBA may not terminate this Agreement before the successful completion of this Agreement. Following such completion, LCBA may terminate this Agreement at any time upon giving the City of Laramie sixty (60) days prior notice.

2. G. Coordinate and champion the Project for THPP to the City of Laramie, Albany County, WBC, elected officials, press, other governing bodies and the public generally. LCBA will assist THPP in employment opportunities for the partners, spouses and children of THPP management employees. To the extent that other training programs, services or grants are available for THPP, LCBA will manage such and endeavor to make such options available to THPP. LCBA will additionally assist in coordinating THPP recruitment relocations to the Laramie area by establishing contacts and relationships with local real estate agents, financial residential lending institutions and school district introductions.

2.H Following execution of this Agreement and award of the Grant, LCBA shall work with the City to advertise for construction of the Facility according to the "Plans, Specifications and Budget" as determined by the Architect. Upon receipt of the proposals for Construction, a committee consisting of City of Laramie staff, members from LCBA staff and a representative from THPP will review the proposals and select a firm.

2. I. Comply with any other term, responsibility, acknowledgment, duty or obligation of LCBA as may otherwise be specifically stated and provided for or contained within this Agreement or the Grant agreement.

2.J. The parties further agree that nothing in this Agreement shall be construed to mean that LCBA is obligated to proceed with the Project if the City of Laramie does not receive the requested funding from the WBC, nor shall anything be construed to mean the LCBA is obligated to expend funds for the Project in excess of the funds the City of Laramie receives from the WBC, unless the City of Laramie and/or Tungsten Heavy Powder, Inc. provide appropriate assurances of payment of such amounts.

3. OBLIGATIONS OF THE CITY OF LARAMIE:

3. A. The City of Laramie shall:

3. A(i). Apply for the Grant in sufficient time to support the project schedule contained within the Grant agreement and within sufficient time to receive a final funding decision from the State Lands & Investment Board at the earliest possible date. The Parties acknowledge that the application for Grant funding by the WBC requires the City of Laramie as applicant to solicit citizen input through a published public hearing before submission of an application and resolution passed by the City Council. In the event the City Council does not pass a resolution supporting the application by the City of Laramie to the WBC for grant funds for this Project, the City shall consult and confer with LCBA and immediately endeavor to refer the Grant application to another qualified sponsoring entity. If the City of Laramie is unable to find another qualified sponsoring entity, it shall then have the right to declare this Agreement null and void and of no further force or effect, whereupon, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement, and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that it has incurred pursuant to this Agreement. The parties further agree that nothing in this Agreement shall be construed to mean that the City is obligated to proceed with the Project if it does not receive the requested funding from the WBC nor shall anything be construed to mean the City is obligated to expend funds for the Project in excess of the funds received from the WBC, unless LCBA and/or Tungsten Heavy Powder, Inc. provides appropriate assurances of payment of such excess amounts.

3. A(ii). Notify WBC that LCBA is the designated community development organization with respect to the administration of the Grant.

3. A(iii). Forward any and all documentation received from WBC or others regarding this Project to LCBA in a timely manner.

3. A(iv). Collaborate with LCBA and THPP to select a construction company to provide the necessary infrastructure and construction services for the Project and the Facility in accordance with the Final Plans (as hereinafter defined) and the Final Budget (as hereinafter defined). Any contract

for the construction of the Project shall provide that the contractor(s) provide payment and performance bonds and the bidding of the Project will require the use of appropriate bid bonds.

3. A(v). Receive, review and submit to the WBC in a timely fashion Grant reports and requests for Grant reimbursements.

3. A(vi). Forward all Grant reimbursements received from WBC to LCBA in a timely fashion for all appropriate expenses paid by LCBA.

3. A(vii). In consideration of LCBA providing the contribution towards the Grant in the form of up to 4.64 acres of LCBA-owned real property for the Project (with a cash value of $910,000.00), collaboration on project management, economic developments and impact in the community and other good and valuable consideration, the City of Laramie shall convey by a Bill of Sale and a Quitclaim Deed all of its right, title, interest and ownership of and in the Facility and the Property, if any, to LCBA within thirty (30) days of issuance of the Certificate of Occupancy for the Facility. In the event lease payments are made by THPP prior to conveyance of said ownership by the City of Laramie to LCBA, said lease payments shall be made payable to LCBA and all lease payments and proceeds shall be accounted for in accordance with Section 2.A(viii) and Exhibit "B."

3. B. Comply with any other reasonable term, responsibility, acknowledgment, duty or obligation of the City of Laramie as may otherwise be specifically stated and provided for or contained within this Agreement herein.

4. OBLIGATIONS OF THPP:

4. A. THPP shall:

4. A(i). Retain and pay for an Architect to prepare Preliminary Plans, Specifications and a Budget for the construction of the Project. Upon completion of Preliminary Plans and the Budget, THPP will present such plans and budget to the City of Laramie and LCBA for their review and approval. The budget for the construction of the Project shall not exceed cost outlined in Exhibit E or maximum amount provided through granting agency. THPP shall contract with an architect to complete final engineering design and provide construction plans to Project Team no later than December 15, 2015 in accordance with the timeline in Exhibit F.

4. A(ii). Move its manufacturing facilities to the Facility in Laramie, Wyoming at the Property upon issuance of the Certificate of Occupancy, which is projected to occur not later than twelve (12) months after execution of the Grant Agreement by WBC and City.

4. A. (iii). Employ, maintain and increase full-time employment and cumulative payroll in accordance with the projections and timelines/years as provided for and outlined by the attached Exhibit "C."

4. A(iv). Enter into a Lease & Purchase Agreement as set forth by Exhibit "A."

4. A(v). Provide in a timely fashion, all necessary job and wage information to City of Laramie and/or LCBA which is required for the submission of reports to the WBC. Project reporting will be required during the term of the Lease & Purchase Agreement.

4. A(vi). Be responsible for any cost associated with Project changes that are completed at the written request of THPP (a "Change") that exceed the amount of the Project cost defined herein in Section 4.A(i) and total Project costs defined in Exhibit E. No Change shall be performed, and no cost associated with Project in excess of the Project Budget or maximum amount provided through granting agency (collectively "Excess Costs"), shall be incurred or allowed, without the prior written authorization, in each instance, of THPP, the City of Laramie and LCBA. THPP shall be responsible for changes orders approved by Project Team which exceed Project Budget, or maximum amount provided through granting agency (collectively "Excess Costs").

4. A(vii) Meet any cash match requirements for the WBC grant in the event the amount of the Architectural and Design fees paid by THPP are not sufficient to meet the cash-match requirements.

4. B. Comply with any other term, responsibility, acknowledgment, duty or obligation of Tungsten Heavy Powder, Inc.as may otherwise be specifically stated and provided for or contained within this Agreement herein.

5. CONTINGENCIES

As may have already been described herein or otherwise, this Agreement is made specifically with and subject to certain contingencies which are set forth elsewhere herein including but not limited to events such as the failure of the City to approve this Agreement or other the contingencies already set forth herein. In addition, the following additional contingencies shall govern and control LCBA's obligations hereunder:

5. A. That the WBC and SLIB (State Land and Investment Board) award and approve the Grant in a timely manner that will allow LCBA to achieve Substantial Completion by the date set forth in the project schedule contained within the Grant application; and

5. B. That any and all other City code, zoning and/or other requirements that may be imposed on the parties by the City of Laramie, Albany County or otherwise are reasonable and can be readily accommodated and achieved. The Parties hereto agree to adhere to the project schedule contained within the Grant application for attaining Substantial Completion and Certificates of Occupancy for the Facility to be constructed as part of the Project. It is specifically agreed, however, that if LCBA encounters delays in construction due to weather conditions, a Change instituted at the request of THPP, a delay arising from complications in receipt of funding from the WBC, any delay related to receipt of the final Grant Agreement/Contract from the State of Wyoming, a failure of the parties to agree upon resolution of an issue that delays construction, or any other event that was not reasonably foreseeable that interfered with LCBA and the City's ability to achieve Substantial Completion, then such event shall be an express contingency to the City's and LCBA's obligations hereunder.

In the event that the project schedule contained within the Grant application is not achieved, then the parties hereto agree to cooperate with one another to mitigate, eliminate or otherwise resolve any obstacle that prevented timely completion. It is specifically agreed that LCBA shall not be liable for any failure to achieve Substantial Completion unless such failure is attributed to LCBA's reckless, willful or wanton disregard of the deadline or its obligations herein.

So as to help achieve Substantial Completion by the deadline and to minimize or prevent the likelihood of failure to achieve Substantial Completion by September 1, 2016, and in accordance

with the project schedule contained in the Grant application, the Parties hereto agree to have their Representative attend a weekly meeting at which LCBA, the City and THPP shall discuss the status of the Project and shall jointly and in cooperation with one another work together to take all steps reasonably necessary to achieve timely Substantial Completion or to re-set such deadline as may become necessary due to failure of any contingency governing this Agreement. The weekly meetings shall begin as soon as the City of Laramie submits the Grant application to the Wyoming Business Council, and shall occur weekly unless waived in writing by the City of Laramie, LCBA and THPP. The City of Laramie agrees to require an employee to participate in all such meetings, so as to offer informal assistance and advice, but without shifting the burden for regulatory compliance.

6. BREACH AND REMEDIES

Any party believing that another is in material breach of the provisions of this Agreement shall notify the defaulting party in writing of the alleged breach, including within such notice the facts of the conduct constituting the breach and the steps believed necessary to cure the breach. Any notice of breach shall be sent to all parties to this Agreement. All parties to the Agreement shall meet within five (5) working days of such notice to discuss and attempt to resolve the breach. If, within fifteen (15) working days after the notice of breach, the breach has not been cured, or, if the breach cannot reasonably be cured within such time, if steps have not been undertaken to reasonably cure the breach, then the non-defaulting party or parties may take the steps reasonably necessary to enforce their rights under this Agreement by referring the matter to non-binding mediation. Should the parties not be able to arrive at a mutually agreed upon mediator and conduct the mediation in 30 days from the breach (unless otherwise extended by agreement of the parties), then either party can elect to initiate litigation.

This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief to enforce the terms hereof or any cause of action shall lie in the District Court, Second Judicial District in Albany County, Wyoming. Any mediation shall be conducted in Laramie, Wyoming.

7. REPRESENTATIVES/NOTICES:

The City of Laramie designates Janine Jordan, City Manager as its "Representative," Tungsten Heavy Powder, Inc. designates Joe Sery as its "Representative," and LCBA designates Daniel Furphy, CEO as its "Representative." All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To City of Laramie:
Janine Jordan
City Manager
City of Laramie
PO Box C
Laramie, WY 82073
307-721-5226 (telephone)
307-721-5211 (facsimile)

To THPP
Joe Sery
Owner/CEO
Tungsten Heavy Powder & Parts

9097 Kenamar Drive
San Diego, CA 92121
(858)-693-6100 (telephone)

To LCBA:
Daniel G. Furphy
CEO
Laramie Chamber Business Alliance
800 S. 3rd Street
Laramie, WY 82070
307-745-7339 (telephone)
307-745-4624 (facsimile)

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail.
When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor and/or the City Manager of the City of Laramie do not have authority to bind the City of Laramie to this Agreement without an affirmative vote of the City's Governing Body.

8. REPRESENTATIONS AND WARRANTIES OF Tungsten Heavy Powder, Inc.:
Tungsten Heavy Powder, Inc. represents and warrants that:

8. A. Tungsten Heavy Powder, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of California and is in good standing with the Secretary of State of California.
THPPA agrees to obtain authority to operate in the State of Wyoming by registering with the Wyoming Secretary of State as a foreign entity authorized to do business in the State of Wyoming.

8. B. Corporate Power. Tungsten Heavy Powder, Inc. has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of its terms, conditions, and obligations, have been duly authorized by all necessary company action by Tungsten Heavy Powder, Inc. This Agreement is a valid and binding obligation of Tungsten Heavy Powder, Inc., enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

8. C. Non-breach of other Agreements. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with the certificate of incorporation, operating/shareholders agreement, or other organizational or governing documents of Tungsten Heavy Powder, Inc., or any mortgage or lien to which Tungsten Heavy Powder, Inc. is a party or is subject or by which Tungsten Heavy Powder, Inc. or its properties are bound or affected, or in any material respect of any, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which Tungsten Heavy Powder, Inc. is

a party or is subject or by which Tungsten Heavy Powder, Inc. or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by Tungsten Heavy Powder, Inc. of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

8. D. No Pending Lawsuits. There are no actions, suits, or proceedings against Tungsten Heavy Powder, Inc. pending or, to the knowledge of Tungsten Heavy Powder, Inc. threatened before any court or by or before any governmental instrumentality, which could have a material adverse effect on the ability of Tungsten Heavy Powder, Inc.to perform its obligations under this Agreement.

8. E. No Default in Court Orders or Similar Agreements. There exists no default by Tungsten Heavy Powder, Inc. with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and Tungsten Heavy Powder, Inc.is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.

8. F. Signatory Authority. Each and any person signing this Agreement on behalf of Tungsten Heavy Powder, Inc. has the full authority to sign on behalf of and bind Tungsten Heavy Powder, Inc.to this Agreement.

9. REPRESENTATIONS AND WARRANTIES RELATING TO THE PROPERTY:
LCBA, as the legal and record owner of the Property, represents and warrants that:

9. A. Hazardous Materials. To the best of LCBA's knowledge: (i) no Hazardous Waste (as defined herein), has been used, generated, released, stored or disposed of on the Property or sub-soil thereof, other than fertilizers and pesticides used in connection with normal landscape, livestock or agricultural activities; (ii) no petrochemical tanks or tanks containing Hazardous Materials have been located on or below the surface of the Property, (iii) the Property is not subject to any federal, state or local "Superfund" lien, proceeding, claim, liability or action, for the cleanup, removal or remediation of any such Hazardous Waste used, generated, released, stored or disposed of on the Property. For purposes of this Agreement, "Hazardous Waste" means those wastes which are defined in the Wyoming Environmental Quality Act in Section 35-11-103(d)(vii).

9. B. Other Interests. Neither LCBA nor any other owner of the Property, if any, have any contract with any third party holding any option to purchase, right of first refusal or right to purchase the Property or any portion thereof, except for the option of Tungsten Heavy Powder, Inc. to purchase the Property and the improvements thereon as provided in the Lease & Purchase Agreement.

9. C. No Leases or Contracts. Other than the Lease & Purchase Agreement by LCBA to Tungsten Heavy Powder, Inc., there are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by City of Laramie, affecting or relating to the right of any party with respect to the possession of the Property or any portion thereof which are obligations which will affect the Property or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether oral or written) affecting or relating to the Property which are obligations which will affect the Property or any portion thereof.

9. D. Existing Land Use Restrictions and Permits. To the best of LCBA's knowledge, the Property is currently zoned to permit the operation and business of Tungsten Heavy Powder, Inc. such as that contemplated for operation on the Project and Facility premises. To the extent any re-zoning, certification or permitting is required, the City of Laramie and Tungsten Heavy Powder, Inc. agree to cooperate and extend their respective good faith and best efforts to effectuate the change(s) necessary.

10. NECESSARY ACTS AND FURTHER ASSURANCES

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

11. BENEFICIARIES:

This Agreement is negotiated for the exclusive benefit of the parties hereto. There are no intended third party beneficiaries of this Agreement.

12. NO WAIVER OF IMMUNITIES:

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights, defenses, limitations or privileges of the City of Laramie under the doctrines of sovereign or governmental immunity nor shall it in any way be deemed a waiver of any of the requirements or immunity provided by the Wyoming Governmental Claims Act.

13. AVAILABILITY OF FUNDS:

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use for the Project under this Agreement from the WBC. Funds include monies available and distributed in the amounts and subject to the terms for Grant and Loan monies as defined in other Sections herein. If funds are not allocated and available as needed for the parties to perform this Agreement, then this Agreement shall terminate and shall be of no further force or effect. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to any party in the event this provision is exercised, and no party shall be obligated or liable for any future payments due or damages as result of termination under this section.

14. COMPLIANCE WITH LAWS:

LCBA and Tungsten Heavy Powder, Inc. shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any person or entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion or other basis protected by local, state or federal law.

15. CONTRACTUAL MATTERS

15. A. Performance Matters. With respect to the performance of this Agreement, the parties agree as follows:

15. A(i). Nondiscrimination. LCBA 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. LCBA shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or other protected classification or disability in connection with the performance of this Agreement.

15. A(ii). 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 relative to the construction of the Project, shall identify LCBA, the City of Laramie and WBC as the sponsoring agencies.

15. B. Local Public Hearing and Approval. The Parties acknowledge that the application for grant funding by WBC requires the City of Laramie as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the City of Laramie. In the event the City of Laramie does not pass a resolution supporting the application by the City of Laramie to WBC for grant funds for the Project, the City of Laramie shall have the right to declare this Agreement null and void and of no further force or effect, except as may be required by and provided in paragraph 3.A above. To the same extent, in the event that the City of Laramie does not pass a resolution in support of the Grant and LCBA is unable to find another authorized sponsoring agency, then LCBA shall have the same right to terminate this Agreement.

15. C. Audit. The City of Laramie and any of its representatives shall have access to any books, documents, papers, and records of LCBA which are pertinent to this Agreement and which are not legally privileged. Additionally, LCBA shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

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

15. E. Supplanting. WBC Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

15. F. Force Majeure. No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other parties 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.

15. G. Ownership of Documents/Work Product/Materials. All construction documents including but not limited to the plans, CADs, and specifications for the Facility, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, arid materials of any kind related to the construction of the Facility shall be considered all times to be the property of LCBA unless Tungsten Heavy Powder, Inc. pays the Architect as agreed to and approved by LCBA or upon acquiring ownership of the Facility pursuant to the Lease & Purchase Agreement, in which event the plans and specifications prepared by the Architect shall be considered the property of Tungsten Heavy Powder, Inc.. Nothing in this Agreement shall be construed to prevent or deny the City of Laramie or LCBA, their agents, employees, officers, representatives or officials from reviewing or having access to all construction documents. Notwithstanding anything else in this paragraph to the contrary, if Tungsten Heavy Powder, Inc. exercises its option to purchase the Property in accordance with the terms set forth in Exhibit "A Tungsten Heavy Powder, Inc. shall become the sole owner of all plans, CAD's, and specifications for the Facility. LCBA shall provide Tungsten Heavy Powder, Inc. with all plans, CAD's, and specifications for the Facility at any closing held to complete the purchase of the Property by Tungsten Heavy Powder, Inc.

15. H. Independent Contractor Relationships. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.

15. I. Entire Agreement. This Agreement and the documents/exhibits referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.

15. J. Successors and Assigns. Neither LCBA nor Tungsten Heavy Powder, Inc. shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the City of Laramie. Tungsten Heavy Powder, Inc. shall not use the Facility, the Property or this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Laramie and LCBA. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the City of Laramie and/or LCBA.

15. K. Modification. This Agreement may be amended or modified only in a writing signed by all the parties hereto.

15. L. Paragraph Headings. Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.

15. M. Waiver and Failure to Declare a Default. The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for any such subsequent default or violation.

15. N. Interpretations. Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and vice versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.

15.0. Invalid Provisions. It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.

15. P. Attorneys' Fees and Costs. In the event any party is required to enforce the conditions or breach of any term contained herein, the prevailing party or parties shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

15. Q. Facsimile Signatures and Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile, provided that the parties shall forthwith circulate and sign no less than four (4) copies of an original and one (1) signature page.

16. INDEMNITY:

LCBA shall indemnify, defend and hold the City of Laramie and Tungsten Heavy Powder, Inc. harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by LCBA related in any way to this Agreement.
Tungsten Heavy Powder, Inc. shall indemnify, defend and hold the City of Laramie and LCBA harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by Tungsten Heavy Powder, Inc. related in any way to this Agreement.
The City of Laramie and Tungsten Heavy Powder, Inc. shall indemnify, defend, and hold LCBA harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by LCBA related in any way to this Agreement.

The rest of this page is intentionally left blank.

DATED AND EFFECTIVE this ___ day of October, 2015.

CITY OF LARAMIE, WYOMING

Date: 10-20-2015 By: _____
Dave Paulekas, Mayor

(SEAL)

Attest:

_____
Sue Morris-Jones, City Clerk

LARAMIE CHAMBER BUSINESS ALLIANCE

Date: 10/29/15 By: _____
Tyler Valentine, Chair of the Board

Date: 10/29/15 By: _____
Daniel Furphy, CEO

Attest:

_____
~~Nancy Stutzman~~, Secretary of the Board
Todd Pearson

TUNGSTEN HEAVY POWDER, INC.

Date: 10/25/15 By: _____
Joe Sery, CEO

Attest:

Karina Erali

Print Name: Karina Erali, Secretary

INDEX OF ATTACHED AND INCORPORATED EXHIBITS

EXHIBIT DESCRIPTION

A Lease & Purchase Agreement

B Revenue Recapture Plan

C Tungsten Heavy Powder, Inc. Job & Wealth Creation

D Facility General Specifications / Preliminary Plans

E Final Budget

F Project Schedule

** ** Grant Documents

ATTACHMENT A TO THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS ALLAINCE AND TUNGSTEN HEAVY POWDER AND PARTS

(This space intentionally left blank)

LEASE AND PURCHASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the Laramie Chamber Business Alliance a Wyoming non-profit corporation and statutorily-authorized community development organization ("LCBA") and Tungsten Heavy Powder, Inc. DBA Tungsten Heavy Powder and Parts, a corporation (THPP).

WITNESSETH:

WHEREAS, LCBA is the owner of the following described real property and, in consultation with THPP, will construct a warehouse building ("THE PREMISES") to meet the purposes proposed by THPP in accordance with the PROJECT DEVELOPMENT AND ADMINSTRATION AGREEMENT ("PDA") executed contemporaneously herewith;

WHEREAS, THPP a California corporation with pending registration with the State of Wyoming, desires to lease THE PREMISES for use as a facility its headquarters and manufacturing operations;

WHEREAS, the parties desire to enter into a lease and purchase agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties; and

WHEREAS, THIS AGREEMENT is specifically contingent upon the same, terms, contingencies and understandings as stated in the PDA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE: DEFINITIONS

1.1 As used in this Office Lease Agreement:

a) "THIS AGREEMENT" or "THE AGREEMENT' shall be used to refer to this Lease and Purchase Agreement;

b) "THE FACILITY" shall be used to refer to the construction of a building and necessary infrastructure located on 4.64 acres of land located at Block 8, Lot 3 of the Laramie Rivers Business Park II in Laramie which is owned by LCBA, in the City of Laramie, State of Wyoming;

c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;

d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;

e) "THPP" shall refer to Tungsten Heavy Powder, Inc., a California corporation with pending registration with the state of Wyoming

f) "LCBA" shall be used to refer to Laramie Chamber Business Alliance, a

Wyoming non-profit corporation and statutorily authorized community development organization;

g) "CITY" shall be used to refer to the City of Laramie, a Wyoming municipal corporation and political subdivision of the State of Wyoming;

h) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations;

i) "THE PREMISES" shall be used to refer to the above- described property and THE BUILDING described below in Paragraph 2.1;

j) "PDA" or "PROJECT DEVELOPMENT AND ADMINSTRATION AGREEMENT" shall be the full and final executed Project Development and Administration Agreement between the parties.

SECTION TWO: SUBJECT AND PURPOSE

2.1 LCBA leases to THPP with the requirement of a future purchase THE PREMISES reflected on the preliminary sketch plan attached as Exhibit "1":

15,400 square foot metal building with 2,000 square feet of office space, and 13,400 square feet of manufacturing/shipping space, along with associated site work located at and on approximately 4.64 acres of land located at Block 8, Lot 3 of the Laramie Rivers Business Park II in Laramie which is owned by LCBA, in the City of Laramie, State of Wyoming;

2.2 THE PREMISES shall be used and occupied only for use as office, manufacturing, assembly and shipping center of its products and for no other purpose without the written consent of LCBA. If, in the opinion of LCBA, THE PREMISES, or any part thereof, are not being used in the usual and legitimate manner in the conduct of such business, LCBA may give THPP written notice requiring THPP to terminate such improper use within thirty (30) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

SECTION THREE: TERM AND LEASE

3.1 LCBA leases THE PREMISES for a term of ten (10) years with an option to lease for an additional ten years, commencing on or about September 1, 2016, or when THE PREMISES are completed 100%, and terminating on or about August 31, 2026. The base annual lease amount shall be as provided for the attached Exhibit "1" based on current and known assumptions or sooner as provided herein. The first LEASE YEAR shall commence on or about September 1, 2016, or when THE PREMISES are completed 100% and when THPP actually take occupation of the COMPLETE PREMISES, and end on ten years later on or about August 31, 2026. All payments required herein are payable in advance on the first day of each year during the term of THIS AGREEMENT or any renewal thereof. Clause 3.1 THPP may seek permission from the builder to access to the facility for installation purposes as soon as the construction allows a safe entry.

3.2 Additionally, the base annual lease amount as described in section 3.1 is contingent upon THPP employing, maintaining and increasing full-time employment and cumulative payroll in accordance as provided for and outlined by the attached Exhibit "2."

3.3 All lease payments shall be made by THPP to LCBA without notice or demand, at such place as LCBA may from time to time designate. The extension of time for the payment of any lease amount, or acceptance by LCBA in any manner other than herein specified, shall not be a waiver of the rights of LCBA to insist on having all other lease payments made in the manner and at the time specified.

3.4 No payment by THPP or receipt by LCBA of a lesser amount than herein stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or on any letter accompanying any check or lease payment be deemed an accord and satisfaction, and LCBA may accept such check or payment without prejudice to LCBA's rights to recover the balance of the payment or to pursue any other remedy provided for in THIS AGREEMENT.

3.5 All charges, costs and expenses which THPP is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of THPP's failure to pay such amounts, and all damages, costs and expenses which LCBA may incur by reason of any default of THPP, or failure on THPP's part to comply with the terms of THIS AGREEMENT, shall be deemed to be an additional to the lease amount, and, in the event of non-payment by THPP, LCBA shall have the rights and remedies with respect thereto as LCBA has for the non-payment of any lease payment.

3.6 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due.

SECTION FOUR: TAXES

4.1 All real property taxes shall be paid by LCBA. THPP shall be responsible for the total of all personal property taxes levied against it for any other fixtures or equipment placed by it on THE PREMISES.

SECTION FIVE: UTILITES

5.1 During the term of THIS AGREEMENT, THPP shall pay for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up and the like, with all such services billed directly to THPP.

5.2 LCBA shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by THPP. In the event THPP shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be split between THPP and LCBA.

The outside equipment (transformer and cables to the building) that belongs to the building should be part of the building and therefore paid by LCBA. All connections from the incoming panels to the equipment is THPP's expense, with such installation first being approved by LCBA.

5.3 In the event THPP shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services located on THE PREMISES, all design and installation shall be approved by LCBA or LCBA's agents.

SECTION SIX: INSURANCE

6.1 THPP shall keep THE FACILITY, of which THE PREMISES are a part, insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

6.2 THPP shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of THPP. LCBA shall have no responsibility for the loss of any personal property of THPP maintained on THE PREMISES.

6.3 THPP, at THPP 's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars ($1,000,000.00) for injury or death to any one person and not less than One Million Dollars ($1,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than Two Hundred Fifty Thousand Dollars ($250,000.00) for property damage which may occur as a result of THPP 's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." THPP further agrees to indemnify and hold LCBA harmless from all claims for personal injuries, death and property damages which occur as the result of THPP 's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by THPP or any contractor selected by THPP.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company approved by LCBA, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to LCBA before the commencement of the term of THIS AGREEMENT.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of THPP under the terms of THIS AGREEMENT, THPP shall deliver to LCBA evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as THE CASE MAY BE. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without ten (10) days prior written notice to LCBA.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name LCBA and CITY as insureds.

SECTION SEVEN: RENOVATION ACTIVITIES

7.1 Upon completion of the construction proposed in the Project Development Agreement executed contemporaneously herewith, and the acceptance of THE PREMISES by THPP, THPP agrees to accept THE PREMISES in their present condition "as is," without calling upon LCBA to make any further expenditures or to perform any work for the preparation of THE PREMISES for THPP 's intended use.

7.2 THPP shall not order RENOVATION ACTIVITIES or permit RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of LCBA which consent shall not be unreasonably withheld. All RENOVATION ACTIVITIES performed on THE PREMISES shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to THE PREMISES and to become the property of LCBA and shall remain for the benefit of LCBA until purchase in full of THIS PREMISES by THPP from LCBA. In the event LCBA consents to any such RENOVATION ACTIVITIES as herein provided, THPP shall indemnify and hold LCBA harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event THPP shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be approved by LCBA or LCBA's agents.

7.4 THPP shall indemnify and hold LCBA harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to THPP in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 THPP will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to THPP, provided that THPP shall have the right to contest the validity of any lien or claim if THPP shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, THPP shall immediately pay any Judgment rendered against THPP with all proper costs and charges and shall have such lien released without cost to LCBA.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES or change the purpose for which THE PREMISES, or any part thereof, may be used.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to THPP 's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by THPP, at THPP 's sole cost and expense, upon first contacting LCBA for approval.

SECTION EIGHT: REPAIRS

8.1 THPP shall keep THE PREMISES in a clean and operational condition, repair all damages to THE PREMISES, including but not limited to the heating, air conditioning, electrical, water, sewer and lighting systems and shall maintain all systems in good condition. THPP shall provide all incidental items necessary for operation of THE PREMISES and shall further be responsible for and shall repair any damage done to the common areas of THE BUILDING occasioned or caused by THPP upon moving into or out of THE PREMISES.

8.2 LCBA may enter THE PREMISES at any and all reasonable hours to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of LCBA.

8.3 All maintenance and repairs made by THPP shall be at least equal in quality and class to the original work.

SECTION NINE: UNLAWFUL OR DANGEROUS ACT1VITY

9.1 THPP shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful or disreputable purpose nor operate THE PREMISES or conduct THPP's business in a manner constituting a nuisance of any kind. THPP shall immediately, upon discovery of any unlawful disreputable use, take action to halt such activity.

9.2 THPP shall comply with all laws, regulations, licensing requirements, and customs and practices in the industry related to the use and/or storage of any hazardous material, of any nature including regulated materials, THPP brings onto THE PREMISES. THPP shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. THPP hereby holds LCBA harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by THPP.

9.3 THPP and THPP's employees or agents shall refrain from smoking inside the building on the PREMISES and otherwise comply with any relevant regulations of the Laramie Municipal Code.

SECTI0N TEN: INDEMNITY

10.1 THPP shall indemnify and save LCBA and the CITY harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of THPP, in or about THE PREMISES, and shall further indemnify and save LCBA harmless against and from any and all claims arising from any breach or default on the part of THPP in the performance of any covenants or agreement on the part of THPP to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of THPP, or any of THPP 's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and, in case any action or proceeding be brought against LCBA by reason of any such claim, THPP, upon notice from LCBA or the CITY, covenants to resist or defend, at THPP 's

expense, such action or proceeding.

SECTION ELEVEN: DEFAULT OR BREACH

11.1 In the event of any failure of THPP to pay any lease, purchase or other sums when due hereunder, or THPP 'S default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by THPP, for more than thirty (30) days after notice of such default shall have been given to THPP (or other length of time if specified herein to the contrary) or, if THPP shall suffer THIS AGREEMENT to be taken under any writ of execution, then LCBA, besides other rights or remedies LCBA shall have the right to terminate THIS AGREEMENT and to initiate legal action to remove THPP and THPP's personal property from THE PREMISES.

11.2 If LCBA, without terminating THIS AGREEMENT, either:

a) Elects to terminate and attempts to re-let; or
b) Takes possession pursuant to legal proceedings; or
c) Takes possession pursuant to any notice provided by law,

then LCBA may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such lease or leases and upon such other terms and conditions as LCBA in LCBA's sole discretion may deem advisable. Upon such re-letting, all lease payments received by LCBA from such re-letting shall be applied:

a) First, to the payment of any indebtedness other than lease payments due hereunder from THPP to LCBA, including but not limited to the costs, expenses and legal fees necessary to re-possess THE PREMISES;
b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
c) Third, to the payment of lease payments due and unpaid hereunder, and
d) Finally, the residue, if any, shall be held by LCBA and applied to payment of future lease payments as the same may be due and payable hereunder.

If such payments received from such re-letting during any month be less than that to be paid during that month by THPP hereunder, THPP shall pay any such deficiency to LCBA. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of THE PREMISES by THPP shall be construed as an election on LCBA's part to terminate THIS AGREEMENT unless a notice of such intention is given to THPP or unless the termination thereof is decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, LCBA may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should LCBA at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies LCBA may have, LCBA may recover from THPP all damages LCBA may incur by reasons of such breach, including the cost of recovering THE PREMISES, including reasonable attorney's fees.

11.3 In addition to any other remedies LCBA may have at law or equity and/or under THIS AGREEMENT, THPP shall pay upon demand all of LCBA's legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by LCBA, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of any covenant under THIS

AGREEMENT, or for any other relief against THPP. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If THPP shall become bankrupt or file any debtor proceedings, or take or have taken against THPP, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of THPP's property, or, if THPP makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then an in that event THIS AGREEMENT shall, at the option if LCBA, be canceled and terminated, and any party claiming on behalf of THPP shall not have any rights whatsoever under THIS AGREEMENT without further order of a court of competent jurisdiction.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of lease payments by LCBA, at any time when THPP is in default under such covenant or condition hereof, be construed as a waiver of such default or of LCBA's right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by LCBA to THPP be taken as an estoppel against LCBA, it being expressly understood that if, at any time THPP shall be in default in any of its covenants or conditions hereunder, an acceptance by LCBA of lease payments during the continuance of such default or the failure on the part of LCBA promptly to avail itself of such other rights or remedies as LCBA may have, shall not be construed as a waiver of such default, but LCBA may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to LCBA by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which LCBA might otherwise have by virtue of a default under THIS AGREEMENT, and the exercise of one such right or remedy by LCBA shall not impair LCBA's standing to exercise any other right or remedy.

11.7 In the event that LCBA fails to maintain its independent corporate status, or dissolves, or fails to maintain its status as an economic development organization pursuant to the provisions of Wyoming Statute § 9-12-301, et seq. the City shall have the right to declare a breach of the agreement and require that the title to the property, whether real, personal or mixed, be transferred to the City upon demand. LCBA shall comply with the demand within 30 days. Any transfer of the Property by LCBA to the City in accordance with the terms of this paragraph shall not affect THPP's rights under THIS AGREEMENT.

SECTION TWELVE: DESTRUCTION OF THE PREMISES

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damage to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at THPP's option, shall terminate, and any prepaid, unearned lease payments shall be refunded to THPP. If during the first twenty (20) days after such damage or destruction THPP agrees to continue as a

tenant, THIS AGREEMENT shall remain in full force and effect, and LCBA shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, and the lease payments shall abate for such length of time during the period of replacement that THPP is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, LCBA shall with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as THE PREMISES were prior to the damage, and THPP shall remit lease payments to LCBA for the damaged PREMISES should they be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then lease payments shall abate during such time period. In the event that LCBA and THPP cannot agree as to whether THE PREMISES or a portion thereof is fit for occupancy, an independent third party, as agreed upon by LCBA and THPP, shall make the said determination.

12.2 LCBA shall not be responsible for any claim, cause of action, damage, cost or expenses in the event THPP 's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, or act of God or the elements.

SECTION THIRTEEN: CONDEMNATION

13.1 If the whole of THE PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, THIS AGREEMENT shall cease and terminate as of the date on which title shall vest thereby in that authority, and the lease amount reserved hereunder shall be apportioned and paid up to that date.

13.2 If only a portion of THE PREMISES shall be taken or condemned, THIS AGREEMENT and the term hereof shall not cease or terminate, but the lease amount payable after the date on which THPP shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by THPP as the parties may agree.

13.3 In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to LCBA without any deduction therefrom for the value of the unexpired term of THIS AGREEMENT or for any other estate or interest in THE PREMISES now or later vested in THPP. THPP assigns to LCBA all of THPP's right, title and interest in any and all such awards.

13.4 In case of any governmental action not resulting in the taking or condemnation of any portion of THE PREMISES but creating a right to compensation therefore or, if less than a fee title to all or any portion of THE PREMISES shall be taken or condemned by any governmental authority for temporary use or occupancy, the lease payments shall be reduced in proportion to the part of THE PREMISES which was taken or condemned by said government action.

SECTION FOURTEEN: LCBA'S RIGHT TO PERFORM

14.1 If THPP shall at any time be in default of the terms hereunder, LCBA may cure such default on behalf of THPP, in which event THPP shall reimburse LCBA for all sums paid to

effect such cure, together with interest at the rate of six percent (6%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, LCBA shall have all the remedies available under law and THIS AGREEMENT for a default in the remittance of lease payments.

SECTION FIFTEEN: LCBA'S RIGHT OF ACCESS

15.1 THPP shall permit LCBA or LCBA's agents to inspect or examine THE PREMISES at any reasonable time and shall permit LCBA to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES that LCBA may deem necessary or which THPP has covenanted herein to do and has failed so to do, without the same being construed as an eviction of THPP in whole or in part, and lease payments shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of THPP 's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, LCBA shall give THPP ten (10) days notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, THPP shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES.

15.2 If THPP shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, LCBA or LCBA's agents may enter THE PREMISES by a master key, or may forcibly enter THE PREMISES, without rendering LCBA or such agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT. LCBA's right of entry or re-entry shall not be deemed to impose upon LCBA any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

SECTION SIXTEEN: THPP's RIGHT OF ACCESS

16.1 THPP shall have full and complete access to THE PREMISES twenty- four (24) hours per day, three hundred sixty-five (365) days per year.

16.2 To enter THE PREMISES, LCBA must request permission to do so in writing giving the date and the time of the proposed visit as well as the name of the person/s to take this visit. The request must be given at least 3 working days prior to the visit. This is all necessary due to the high level of security THPP will need to maintain under the strict operation conditions of THPP's industry.

SECTION SEVENTEEN: ASSIGNMENT AND SUBLEASING

17.1 THPP shall not assign, mortgage or encumber THIS AGREEMENT or sublet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of LCBA in each instance

Any consent by LCBA to an assignment or subletting shall not in any manner be construed to relieve THPP, any assignee, or sublessee from obtaining the consent in writing of LCBA to any further assignment or subleasing.

17.2 If LCBA consents to the assignment or sublease of THE PREMISES, which shall not be unreasonably withheld, THPP shall be released from any and all any duties or responsibilities set forth in THIS AGREEMENT.

SECTION EIGHTEEN: NOTICE

18.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above or at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

SECTION NINETEEN: SIGNS

19.1 THPP shall not, without LCBA's written consent, place or erect any signs of any nature on any part of the exterior of THE PREMISES or the exterior of THE BUILDING, to which such consent shall not be unreasonably withheld. In the event LCBA shall consent to any such signs or alterations of existing signs, all such signs or alterations thereof shall be subject to LCBA's absolute right of approval.

SECTION TWENTY: MISCELLANEOUS PROVISIONS

20.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

20.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between LCBA and THPP. LCBA and THPP expressly understand and agree that neither the computation of lease payments nor any other provisions contained in THIS AGREEMENT or any other act or acts of the parties hereto shall be deemed to create any relationship between LCBA and THPP other than the relationship of landlord and tenant.

20.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Albany County, Wyoming.

20.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of LCBA and THPP. Each term and provision of THIS AGREEMENT to be performed by THPP shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of THPP is not intended to constitute consent to assignment by THPP but has reference only to those instances in which

LCBA may have given written consent to a particular assignment.

20.5 THPP acknowledges that LCBA and LCBA's agents have made no Representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth herein and in the PROJECT DEVELOPMENT AGREEMENT. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and THPP acknowledges that LCBA, LCBA's agents and representatives, have made no additional representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

20.6 THIS AGREEMENT constitutes the entire agreement between the parties with regards to the lease and purchase of THE PREMISES, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

20.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

20.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

20.9 Should either party be required to enforce the terms or conditions of THIS AGREEMENT, the prevailing party shall be entitled to recover from the non-prevailing party, it's attorneys' fees and costs.

SECTION TWENTY-ONE: PURCHASE AGREEMENT

21.1 THPP shall, at some point in time no earlier than three years from the commencement of THIS AGREEMENT and no later than the end of the term of THIS AGREEMENT, purchase in full THE PREMISES, including the real property and THE FACILITY from LCBA. THPP and LCBA agree to mutually agree to further terms as necessary and required relating to said purchase. However, minimally, the parties agree that the terms of the purchase shall be subject to the minimum purchase price assumptions herein.

21.2 THPP shall purchase THE PREMISES and THE FACILITY at any time between Years 3 through 10, however in no event shall be beyond Year 10.

21.3 The purchase price for THE PREMISES and THE FACILITY shall be the fair market value of THE PREMISES and THE FACILITY. The parties agree that in considering the fair market value of THE PREMISES and THE FACILITY at the time of intended purchase by THPP, in no event shall the purchase price include LCBA's original value of THE

PREMISES at the amount of Nine Hundred Nine Thousand Five Hundred Thirty Two and 80/100 Dollars ($909532.80) or $4.50/square foot. The parties further agree that in no event shall the purchase price be less than the cost to design and construct THE FACILITY and any enhancements to THE PREMISES required by the CITY Unified Development Code minus any accrued and applied lease payments made by THPP pursuant to herein and made and paid by THPP through the date of purchase. In considering the fair market value, the parties agree that the purchase price shall not exceed the costs of construction and design of THE FACILITY and any enhancements to THE PREMISES required by the CITY Unified Development Code plus appreciation of 1% per annum, minus any accrued and applied lease payments made by THPP pursuant to herein and made and paid by THPP through the date of purchase and minus 20% of THPP's gross payroll expenses for the 12 calendar months prior to the date of the closing of the purchase.

21.4 The purchase price defined in section 22.3 is contingent upon THPP employing, maintaining and increasing full-time employment and cumulative payroll in accordance with the projections and timelines/years as provided for and outlined by the attached Exhibit "2."

SECTION TWENTY-TWO: AUTHORITY OF SIGNATORIES

22.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he/she is signing with full and complete authority granted by the corporation or entity which is represented herein as THPP. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon LCBA and THPP in accordance with the terms and conditions of THIS AGREEMENT.

SECTION TWENTY-THREE: TIME OF THE ESSENCE

23.1 Time is of the essence in all provisions of THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Laramie, Wyoming, the day and year first above written.

LARAMIE CHAMBER BUSINESS ALLIANCE

Date: 10/29/15

By: _____
Tyler Valentine, Chair of the Board

Date: 10/29/15

By: _____
Daniel Furphy, CEO

Attest: _____
Todd Pearson, Secretary of the Board

THPP, LLC

Date: 10/25/15

By: _____
Joe Sery, CEO

Attest: Karina Erali
Unknown Name, CFO

ATTACHMENT B TO THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS ALLAINCE AND TUNGSTEN HEAVY POWDER AND PARTS

RECAPTURE & REINVESTMENT PLAN

The Laramie Chamber Business Alliance (LCBA) has developed a comprehensive reinvestment plan that accounts for the full recapture of net lease or sale proceeds paid by Tungsten Heavy Powder & Parts (Tungsten). Monthly Lease payments are currently estimated to begin at $3,650 will be retained by the LCBA and reinvested in accordance with this plan. Reinvestment of such proceeds will occur upon satisfaction of debt service, taxes, and property maintenance/management or other expense.

Recaptured funds from the project will be accounted for, and held separately, from the LCBA general operating fund. It is the intent of the LCBA to re-investment Revenue Recapture Funds and to promote greater self-sufficiency of the organization. As such, the LCBA will re-invest 80% of the net revenue generated from the project to fund project-specific marketing and infrastructure (Cirrus Sky), grant match, and other projects as needed. The remaining 20% will be re-invested into the LCBA to fund its operations, thus ensuring future economic development goals are met. All uses of revenue that is recaptured are subject to CEO and LCBA Board of Directors approval.

The LCBA recognizes that funds recaptured from the project may only be used for economic development purposes and wish to maintain some flexibility in how those funds are reinvested. The organization also strives for greater self-sufficiency so that it can be responsive to unforeseen economic opportunities. However, the LCBA has identified the following priorities for reinvestment:

1. Continued Cirrus Sky Development: Significant public investments paired with a Readiness grant from the Wyoming Business Council have enabled the Cirrus Sky development project to move forward at an impressive rate. Moreover, UL's interest in locating at the development affirms the founding principal of the Cirrus Sky Development Plan; *if we build it, they will come.* By every measure, this project has been highly successful; however, additional funding for infrastructure, landscaping, and marketing and promotion is required continue this momentum. Lease proceeds will therefore directed to these and other related Cirrus Sky developed needs as deemed necessary by the LCBA CEO working in partnership with the City/LEDC Cirrus Sky development team and in accordance with the both Cirrus Sky development and master plans.

2. Other Economic Opportunities: While continued Cirrus Sky Development is the primary investment priority for Lease proceeds, the LCBA will reserve the option to use recapture funds to respond to other economic development opportunities as they might arise. Such opportunities include, but are not limited to, infrastructure extension, economic incentives, marketing, public enhancements, property acquisition or development, and working capital for new business growth.

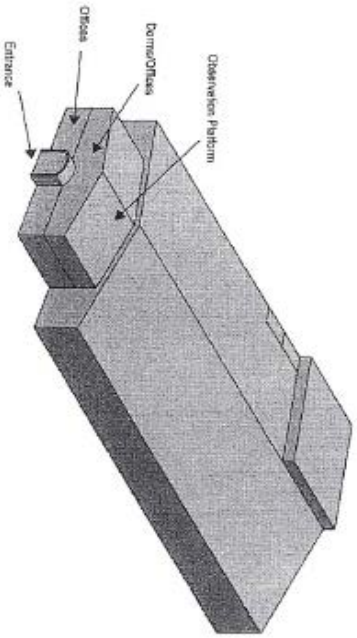
ATTACHMENT C TO THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS ALLAINCE AND TUNGSTEN HEAVY POWDER AND PARTS

Year One Job Creation Table					
Position Type	**# of Jobs Retained**	**# of Jobs Created**	**Average Wage- per hour**	**Average Cost of Benefits**	**Annual Net Wages (all jobs*wages *2080 hrs)**
Mgmt/Administrative	1		$32.00	$6.00	$79,040
Technical/Professional	1		$25.00	$4.00	$60,320
Office/Clerical	1		$16.00	$2.50	$38,480
Sales			-	-	-
Skilled Crafts	16		$16.00	$2.50	$615,680
Other	1		$13.00	$2.00	$31,200
TOTAL Year One	20				$824,720

Year Two Job Creation Table					
Position Type	**Original jobs retained & created Yr 1**	**New jobs created Yr 2**	**Average Wage- per hour**	**Average Cost of Benefits**	**Annual Net Wages (all jobs*wages *2080 hrs)**
Mgmt/Administrative	1		$34.00	$6.50	$84,240
Technical/Professional	1	2	$26.00	$4.50	$190,320
Office/Clerical	1	1	$17.00	$2.75	$82,160
Sales			-	-	-
Skilled Crafts	16	15	$17.00	$2.75	$1,273,480
Other	1	2	$14.00	$2.25	$101,400
TOTAL Year Two	20	20	$	$	$1,731,600

Year Three Job Creation Table					
Position Type	**Original jobs retained & created Yr 2**	**New jobs created Yr 3**	**Average Wage- per hour**	**Average Cost of Benefits**	**Annual Net Wages (all jobs*wages *2080 hrs)**
Mgmt/Administrative	1		$36.00	$4.75	$84,656
Technical/Professional	3		$27.00	$3.50	$190,320
Office/Clerical	2		$18.00	$2.25	$84,240
Sales	-	-	--	-	-
Skilled Crafts	31	10	$17.50	$2.25	$1,684,280
Other	3		$15.00	$2.00	$106,080
TOTAL Year Three	40	10			$2,149,576

ATTACHMENT D TO THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS ALLAINCE AND TUNGSTEN HEAVY POWDER AND PARTS



ATTACHMENT E TO THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS ALLAINCE AND TUNGSTEN HEAVY POWDER AND PARTS

Eligible Project Costs	
1. Land, structures, rights-of-way, appraisals, etc.	$910,000
2. Architectural and engineering fees	$160,924
3. Other fees (surveys, tests, etc.)	$53,245
4. Project inspection fees	$7,987
5. Site work	$298,173
6. Demolition and removal	$0
7. Construction	
a. Electrical Systems (*)	$276,875
b. Mechanical, Plumbing, HVAC Systems (*)	$612,319
c. Landscaping (*)	$50,583
d. Foundation and/or Structural Framing System (*)	$1,024,969
e. Interior Finishes (*)	$210,318
f. Fire Protection (*)	$29,285
g. Remediation (*)	$6,565
h. Other (*) – please specify	$85,192
8. Miscellaneous/Other (Please explain in detail below)	$6,656
9. Subtotal (sum of lines 1 through 8)	$3,733,091
10. Contingencies	$337,833
	Total Eligible Project Costs
11. Total Eligible Project Costs *Use this amount for Part B, Number 1 and as the Total Eligible Project Costs as listed on the cover sheet.*	$4,070,924

CITY OF LARAMIE REGULAR COUNCIL MEETING **November 15, 2016**

Agenda Item: Resolution
Title: Resolution 2016-75 accepting the donation of real property from Gemstone Holdings, LLC in the Coughlin-Pole Mountain, 3rd Addition, 9th Filing to be used as a Park.

Recommended Council MOTION:

I move that Council approve Resolution 2016-75 accepting the Donation of Real Property from Gemstone Holdings, LLC in the Coughlin-Pole Mountain, 3rd Addition, 9th Filing to be used as a Park and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Council Goal: Preserve park land, open space and public trails for future generations.
P&R Master Plan: Service Area 2 shows a need based on residential growth for additional playlots/parks.

Background:

Gemstone Holdings, LLC through Rawstone Development has approached the City with a donation of approximately 1 acre of land in the Coughlin-Pole Mountain, 3rd Addition, 9th Filing for the purpose of creating a playlot/park. The Parks & Recreation Master plan shows a need for additional playlots/parks in Service Area 2. Initially the master plan showed a playlot near 22nd Street with alley access off Reynolds St. This land is located off the future extension of Nighthawk Dr. with street access. It is the opinion of the Parks & Recreation Director that this donation provides optimal land for future services in this Service Area. There is a variance in place with this donation providing for infrastructure improvements to be delayed beyond the City's 2 year requirement. There is no current funding to develop this park when it is acquired however, the acceptance of land to be developed is the first step in creating a robust park system.

Legal/Statutory Authority:

N/A

Budget/Fiscal Information:

Expense
Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	$200,000.00	Future expense to develop proposed park.
Grants for Project	$100,000.00	Posiblel Future LWCF Applications
City's Amount	$100,000.00	
Total Amount	$200,000.00	

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

Attachments: CPM 3rd Park Land Donation Resolution

RESOLUTION NO. 2016-_____

A RESOLUTION ACCEPTING THE DONATION OF REAL PROPERTY FROM GEMSTONE HOLDINGS, LLC IN THE COUGHLIN-POLE MOUNTIN, 3RD ADDITION, 9TH FILING TO BE USED AS A PARK.

WHEREAS, Rawstone Development submitted, for Gemstone Holdings, LLC, and City Council approved a Final Plat for the Coughlin-Pole Mountain, 3rd Addition, 9th Filing on November 1, 2016, and;

WHEREAS, Rawstone Development and Gemstone Holdings LLC understand and agree that Parks provide an increased quality of life and equitable recreational opportunities to the community and that parks should be considered no different than other vital infrastructure, and;

WHEREAS, Rawstone Development and Gemstone Holdings LLC have reviewed the City of Laramie, Parks & Recreation Master Plan, Service Area 2 that shows a need for both additional neighborhood parks and playlots, and;

WHEREAS, Gemstone Holdings LLC has proposed the donation of approximately 1 acre (46,571 sq. ft.) of land, 4 lots for the development of a playlot located in the Coughlin-Pole Mountain, 3rd Addition, 9th Filing, and;

WHEREAS, the Parks, Tree & Recreation Advisory Board reviewed the donation proposal on November 9, 2016 and forwarded it to City Council with a recommendation for approval, and;

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

That the City of Laramie does hereby accept the donation of all of Lots 15, 16, 17 & 18, Block Nine, Coughlin-Pole Mountain, 3rd Addition, 9th Filing. More particularly described in Exhibit "A" attached hereto and made part thereof.

PASSED AND APPROVED this ____ Day of November, 2016.

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

Attest:

_____
Angie Johnson, City Clerk

DEED OF DONATION

Gemstone Holdings, LLC, a Wyoming limited liability company, whose address is 1267 North 15th Street, Suite 101, Laramie, WY 82072, ("Donor"), for the purpose of promoting progress in community development for the City of Laramie and for other good and valuable consideration, receipt of which is hereby acknowledged, hereby CONVEYS AND QUIT CLAIMS BY WAY OF DONATION to the **City of Laramie**, a Wyoming municipality ("Donee"), any and all interest Donor holds in the following described lands situated in Albany County, Wyoming:

All Lots 15, 16, 17, 18, Block 9, Coughlin-Pole Mountain Third Addition, Ninth Filing to the City of Laramie, Albany County, Wyoming.

together with all of Donor's rights and appurtenances thereto, subject to easements, reservations, restrictions, restrictive covenants, and rights-of-way of record.

EXECUTED this ____ day of _____, 2016.

DONOR:

Gemstone Holdings, LLC,
a Wyoming limited liability company

By: _____
W. Paul Greaser, Manager

STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

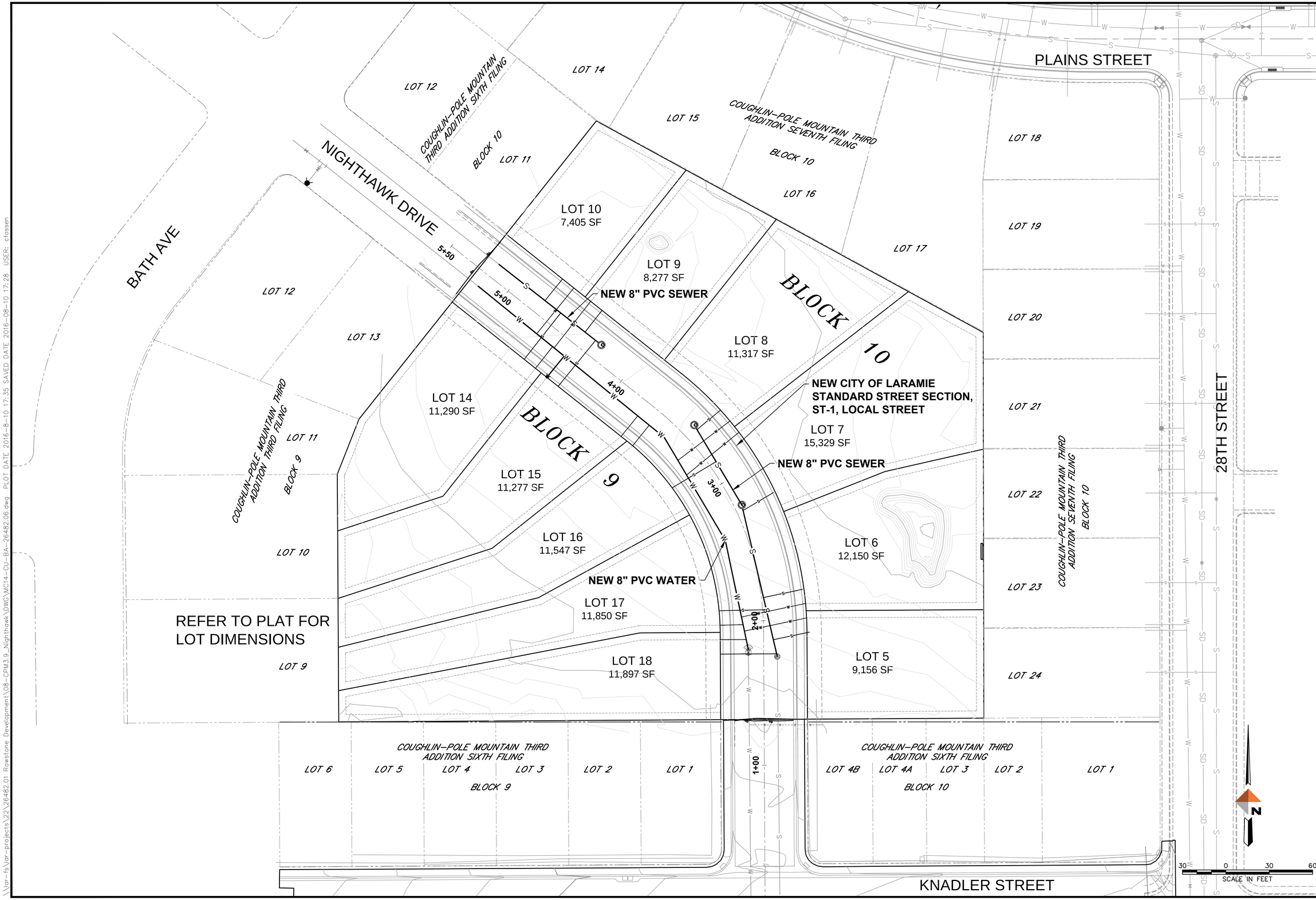
This instrument was acknowledged before me on the ___ day of _____, 2016 by W. Paul Greaser who signed the instrument on behalf of Gemstone Holdings, LLC, a Wyoming limited liability company and who, upon oath, represented that he was the Manager of Gemstone Holdings, LLC, that the instrument was signed on behalf of Gemstone Holdings, LLC pursuant to his authority to do so, and that he acknowledged his signing of this instrument to be the free act and deed of Gemstone Holdings, LLC.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:

Exhibit "A"



REVISIONS

REV	DATE	DESCRIPTION	BY

DOWL
WWW.DOWL.COM

COUGHLIN- POLE MOUNTAIN
3RD ADDITION

CPM 3.9 - NIGHTHAWK STREET LOT LAYOUTS

ALBANY COUNTY
WYOMING

PROJECT 5122.26482.06
DATE March 16

© DOWL 2016

SHEET
OV
OF 11

\\lar-fs\lar-projects\22\26482.01 Rawstone Development\08-CPM3.9 Nighthawk\DWG\MC14-CU-BA-26482.06.dwg PLOT DATE 2016-8-10 17:35 SAVED DATE 2016-08-10 17:28 USER: cfossen

CITY OF LARAMIE COUNCIL REGULAR MEETING November 15, 2016

LARAMIE 1868	**Agenda Item:** Orig. Ordinance – 2nd Reading **Title:** Original Ordinance No. 1966, amending Section 5.09.355(C) of the Laramie Municipal Code Catering Permits for Special Events.

Recommended Council MOTION:

Move to approve Original Ordinance No. 1966, amending Section 5.09.355(C) of the Laramie Municipal Code Catering Permits for Special Events on Second Reading.

Administrative or Policy Goal:

Align Laramie Municipal Code with State Statute.

Background:

W.S. 12-4-502(c) states: "The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours provided by W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage and thirty-six (36) catering permits for sales at the same premises in any one (1) year, except that this limitation shall not be applicable to malt beverage permits issued for sales at any fair, rodeo, pari-mutuel event or other similar public event conducted by a public entity upon public premises, or to catering permits for events at the facilities of the University of Wyoming in Laramie, including the Marian H. Rochelle Gateway Center."

However, LMC 5.09.355(C) currently states: "No person or organization shall receive more than a total of twenty-four catering permits for special events for sales at the same premise in any one calendar year." It is the desire of staff to amend Laramie Municipal Code to match State Statute. This change will allow Retail and Resort Liquor License holders with the City of Laramie to obtain more Alcohol Catering Special Event Permits at a single location within a calendar year. The change will also remove the limit completely from all University of Wyoming facilities.

Legal/Statutory Authority:

LMC

BUDGET/FISCAL INFORMATION: n/a

Responsible Staff:

Angie Johnson, City Clerk

Future dates are subject to change

Introduction/1st Reading	10/18/2016
2nd Reading	11/15/2016
3rd Reading	12/6/2016

ORIGINAL ORDINANCE NO. 1966 INTRODUCED BY: VITALE
ENROLLED ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 5.09.355(C) OF THE LARAMIE MUNICIPAL CODE CATERING PERMITS FOR SPECIAL EVENTS.

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

Section 1. 5.09.355(C) *Catering permits for special events*, shall be amended to read as follows:

5.09.355 *****

C. ~~No person or organization shall receive more than a total of twenty-four catering permits for special events for sales at the same premise in any one calendar year.~~ No person or organization shall receive more than a total of thirty-six (36) catering permits for sales at the same premise in any one (1) year, except that this limitation shall not be applicable to catering permits for events at the facilities of the University of Wyoming, including the Marian H. Rochelle Gateway Center.

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

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: October 18, 2016
Second Reading: November 15, 2016
Third Reading:

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

CITY OF LARAMIE COUNCIL REGULAR MEETING November 15, 2016

Agenda Item: Agreement - Intergovernment

Title: Intergovernmental Agreement Establishing the Front Range Fire Consortium

Recommended Council MOTION:

"that Council approves the City of Laramie's participation in theIntergovernmental Agreement Establishing the Front Range Fire Consortium and authorize the Mayor and City Clerk to sign"

Administrative or Policy Goal:

To continue to participate as an establishing member of the Front Range Fire Consortium for the benefit of accessibility to the FRFC Recruit Training Academy and Professional Development of Company Officer training.

Background:

The Front Range Fire Consortium was created in 1996 as an association between the 6 largest fire departments in Northern Colorado. The original members were Boulder, Longmont, Loveland, Poudre Fire (Ft. Collins), Mountain View, and Union Colony (Greeley). By 2001 it had expanded to include the Southern Wyoming departments of Cheyenne and Laramie. The two primary services of the FRFC are the Recruit Fire Academy which is offered twice a year and the Professional Development for Fire Officer Programs. The agreement will establish a separate political subdivision of the State of Colorado that will provide for training to support the provision of public services. The fee structure to support the consortium is $10,000 annual fee and a per participant cost for training. Fees can be offset from establishing members participating in providing trainers for academies and equipment availability (ie. use of reserve pumper)

Legal/Statutory Authority:

State of Colorado

BUDGET/FISCAL INFORMATION:

EXPENSE

Proposed Project Cost.

10,000.00			Annual Fee
----------			per participant fee as determined

Responsible Staff: Dan Johnson, Fire Chief
Kevin Lam, Shift Commander - Training

Attachments: Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE FRONT RANGE FIRE CONSORTIUM

This INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE FRONT RANGE FIRE CONSORTIUM ("***Agreement***") is made and entered into as of the Effective Date (defined below) by and among the following local governments that have signed this Agreement by the Effective Date, which are referred to individually as an "***Establishing Member***" and collectively as the "***Establishing Members***":

1. CITY OF BOULDER, a home rule municipality, incorporated and existing under the laws of the State of Colorado;

2. CITY OF GREELEY, a home rule municipality, incorporated and existing under the laws of the State of Colorado;

3. CITY OF LONGMONT, a home rule municipality, incorporated and existing under the laws of the State of Colorado;

4. CITY OF LARAMIE, a municipal corporation, incorporated and existing under the laws of the State of Wyoming;

5. CITY OF CHEYENNE, a municipal corporation, incorporated and existing under the laws of the State of Wyoming;

6. MOUNTAIN VIEW FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado;

7. WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado;

8. POUDRE FIRE AUTHORITY, a public entity of the State of Colorado; and,

9. LOVELAND FIRE RESCUE AUTHORITY, a public entity of the State of Colorado.

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements;

WHEREAS, Sections 29-1-203 and 29-1-203.5, C.R.S., authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate political subdivision of the State to do so. Section 29-1-206.5, C.R.S., authorizes Colorado municipalities, fire protection districts and fire protection authorities to contract with municipalities of neighboring states to provide emergency services; and,

SIGNATURE DOCUMENT 10-12-16

WHEREAS, the Establishing Members wish to establish a separate political subdivision of the State of Colorado that will be responsible for providing training and other services supporting the provision of emergency services by the Establishing Members and, when appropriate, to provide such training and other support services to Associate Members (defined below) and/or Contracting Agencies (defined below).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Establishing Members agree as follows:

AGREEMENT

ARTICLE 1
ORGANIZATION AND PRINCIPAL PLACE OF BUSINESS

1.1 **Organization.** There is hereby established the "Front Range Fire Consortium" ("***Consortium***"), which shall constitute a separate political subdivision of the State pursuant to Sections 29-1-203 and 29-1-203.5, C.R.S., and a "public entity" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq*. The Consortium is established in conformity with Section 29-1-203.5, C.R.S. and the provisions of that statute shall apply to the Consortium.

1.2. **Principal Place of Business.** The Board will from time to time establish the Consortium's principal place of business, which initially will be 1731 Cedar Ave, Greeley, Colorado 80631.

ARTICLE 2
DEFINITIONS

In addition to those terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

2.1 "**Advance Deposit**" means the portion of the projected expenditures set forth in the Annual Budget adopted by a Majority vote of the Voting Directors that shall be paid by each Establishing Member and Associate Member. The amount of the Advance Deposit, if any, shall be set by a Majority vote of the Voting Directors at the time they adopt the Annual Budget.

2.2 "**Alternate Non-Voting Director**" means an alternative representative appointed by an Associate Member to serve as its Non-Voting Director when its Non-Voting Director is absent or unable to perform his/her duties.

2.3 "**Alternate Voting Director**" means an alternative representative appointed by an Establishing Member to serve as its Voting Director when its Voting Director is absent or unable to perform his/her duties.

SIGNATURE DOCUMENT 10-12-16

2.4 "**Annual Budget**" means the fiscal plan adopted annually by the Board regarding anticipated revenues and expenditures, and the funding of or expenditure from the General Operating Fund and/or the Reserve Fund during the ensuing Fiscal Year.

2.5 "**Annual Membership Fee**" means the non-refundable annual fee charged to each Establishing Member and Associate Member for membership in the Consortium, the amount of which is established by the Board each year as part of the Annual Budget.

2.6 "**Associate Member**" means a governmental agency that is not an Establishing Member or Contracting Agency, which (a) pays the Annual Membership Fee; (b) pays the Per Participant Fee(s) (when applicable); and, (c) is entitled to participate in the Consortium Leased Resources Program. The following agency is accepted as an Associate Member as of the Effective Date with no further action being required by the Consortium or the agency:

CENTRAL VALLEY FIRE DISTRICT, a Montana statutory rural fire district.

2.7 "**Board**" means the Board of Directors for the Front Range Fire Consortium, as established by this Agreement.

2.8 "**Contracting Agency**" means either a governmental agency that provides emergency services or a private entity that provides emergency services, and which governmental agency or private entity enters into one or more Service Agreements with the Consortium.

2.9 "**Director(s)**" means (a) each Voting Director or, in his/her absence or inability to perform, the Alternate Voting Director; and (b) each Non-Voting Director or, in his/her absence or inability to perform, the Alternate Non-Voting Director.

2.10 "**Effective Date**" means January 1, 2017.

2.11 "**Fiscal Year**" means the fiscal year of the Consortium, which is concurrent with the calendar year.

2.12 "**General Operating Fund**" means a fund into which all revenues from any source are deposited and from which all financial obligations and expenditures of the Consortium are paid, except for revenues that are deposited into and paid directly from the Reserve Fund.

2.13 "**Majority**" means one more than half the Voting Directors present at a regular or special meeting where a quorum of Voting Directors are present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience. For purposes of an emergency meeting, a Majority means, regardless whether a quorum of Voting Directors is present, one more than half the Voting Directors present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience.

SIGNATURE DOCUMENT 10-14-16

2.14 "**Non-Voting Director(s)**" means a non-voting representative appointed by each Associate Member (exclusive of any Associate Member that withdraws or is involuntarily terminated).

2.15 "**Participant**" means an employee or volunteer of an Establishing Member, Associate Member or Contracting Agency, who participates in one or more of the Services provided by the Consortium.

2.16 "**Per Participant Fee**" means the fee charged an Establishing Member or Associate Member for each Participant that Establishing Member or Associate Member has participating in one or more of the Services provided by the Consortium. The Voting Directors, by Majority vote, shall establish each Per Participant Fee that will be charged, and the amount of each Per Participant Fee, as part of adopting the Annual Budget. The Per Participant Fees may be established for each individual Service, for a group of Services, or in any other manner the Voting Directors deem appropriate. By way of example only, in a given year, the Voting Directors could establish: a) a separate Per Participant Fee for each Service provided by the Consortium; b) a "group" Per Participant Fee that entitles a Participant to participate in a certain group of Services provided by the Consortium; and, c) an "all inclusive" Per Participant Fee that entitles a Participant to participate in all Services provided by the Consortium.

2.17 "**Quorum**" means more than one-half the number of Voting Directors serving on the Board at the time of the regular or special meeting, whether participating in-person, telephonically or by any other media by which each Voting Director can hear and be heard by the other Voting Directors and the audience. A vacant Voting Director position will not be counted for purposes of determining if a quorum is present. A Voting Director who abstains from a vote will still be counted for purposes of determining if a quorum is present.

2.18 "**Reserve Fund**" means a fund established to defray the costs of unanticipated or unreimbursed administrative or operating expenses, or for future capital expenditures

2.19 "**Reserve Fund Contribution**" the amount each Establishing Member may be required to pay from time to time into the Reserve Fund, as determined by the Board.

2.20 "**Services**" means the training and other services provided by the Consortium to support the emergency services of the Establishing Members, which services shall be determined by the Board from time to time.

2.21 "**Service Agreement(s)**" means one or more contracts entered into between a Contracting Agency and the Consortium whereby the Consortium provides one or more Services in exchange for monetary compensation.

2.22 "**Super Majority**" means at least sixty-six percent (66%) of the Voting Directors at the time of a regular or special meeting where a quorum of Voting Directors are present in-person, telephonically or by any other media by which each Voting Director can hear and be heard by the other Voting Directors and the audience.

SIGNATURE DOCUMENT 10-12-18

2.23 "**Unaffiliated Participant**" means an individual who is not an employee or volunteer of an Establishing Member, Associate Member or Contracting Agency, and who participates in an Unaffiliated Participant Program established by the Majority vote of the Voting Directors.

2.24 "**Unaffiliated Participant Fee(s)**" means the fee(s) charged an Unaffiliated Participant to participate in one or more of the Services provided by the Consortium. The Voting Directors, by Majority vote, shall establish each Unaffiliated Participant Fee that will be charged, and the amount of each Unaffiliated Participant Fee, as part of adopting the Annual Budget. The Unaffiliated Participant Fees may be established for each individual Service, for a combination of Services, or in any other manner the Voting Directors deem appropriate. By way of example only, for a given year, the Voting Directors could establish: a) a separate Unaffiliated Participant Fee for each Service provided by the Consortium; b) a "group" Unaffiliated Participant Fee that entitles an Unaffiliated Participant to participate in a certain group of Services provided by the Consortium; and, c) an "all inclusive" Unaffiliated Participant Fee that entitles an Unaffiliated Participant to participate in all Services provided by the Consortium.

2.25 "**Voting Director(s)**" means a voting representative appointed by each Establishing Member (exclusive of any Establishing Member that withdraws or is involuntarily terminated).

ARTICLE 3
POWERS AND AUTHORITY

All legislative power of the Consortium is vested in the Board. The Consortium, through its Board, shall have the following powers and authority:

3.1 Determine, develop and provide high quality Services.

3.2 Acquire, lease, operate, maintain, repair, replace or sell real and personal property, systems, equipment and other materials necessary or appropriate for the administration of the Consortium and its provision of the Services.

3.3 Hire employees and appoint volunteers; lease personnel from an Establishing Member or Associate Member; and, hire independent contractors, consultants and professionals.

3.4 Collect and disburse all funds related to administering the Consortium and providing the Services, and establish such banking accounts and relationships necessary for these purposes.

3.5 Maintain separate asset inventory schedules for all real or personal property acquired by the Consortium, whether through purchase, donation, grant or otherwise.

3.6 Enter into, make and perform contracts of every kind as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association,

SIGNATURE DOCUMENT 10-17-16

partnership, corporation, or any other organization of any kind.

3.7 Receive contributions, gifts, donations, bequests, or grants of any type or nature, including but not limited to cash, real or personal property, equipment, or services.

3.8 Adopt bylaws, policies, and procedures with respect to the exercise of its powers and authority, and the provision of its Services.

3.9 Obtain and maintain general liability and management liability insurance coverage, and such other insurance as it deems appropriate or as may be required by law.

3.10 Exercise any other powers and authority that are necessary to administer the Consortium or provide the Services, including all implied or inherent powers and authority granted the Consortium by this Agreement or by law.

ARTICLE 4
ESTABLISHING MEMBERS, ASSOCIATE MEMBERS AND CONTRACTING AGENCIES

4.1 **Establishing Members and Associate Members.**

4.1.1 Rights of Establishing Members. Each Establishing Member shall have the rights:

a. To participate in and receive any Services provided by the Consortium. Establishing Members shall pay for costs associated with the Services provided by the Consortium in accordance with the terms of this Agreement;

b. To receive reimbursement for Leased Resources;

c. To a prorated share of the assets of the Consortium upon termination of this Agreement, unless the Establishing Member has been involuntarily terminated or has withdrawn prior to the effective date of termination of this Agreement;

d. To have a representative serve on the Board and to cast one vote on any matter coming before the Board; and,

e. To all other benefits and privileges bestowed on Establishing Members under this Agreement.

4.1.2 Rights of Associate Members. Associate Members shall have all of the rights of Establishing Members except that the representative an Associate Member appoints to the Board shall serve as an *ex officio* Board member and shall not be entitled to vote on matters coming before the Board.

SIGNATURE DOCUMENT 10-12-16

4.1.3 Involuntary Termination. The Board may terminate the participation of any Establishing Member or Associate Member ("***Defaulting Member***") in the Consortium, and remove such Defaulting Member as a party to this Agreement, upon the occurrence of either of the following: a) the Defaulting Member's breach of this Agreement ("***Breach***"); or b) the Defaulting Member's failure to pay in full at the required time either its Annual Membership Fee and/or any Reserve Fund Contribution ("***Failure to Pay***"). The procedure for such termination and removal shall be as follows:

a. Super Majority Vote. Termination and removal shall require a Super Majority vote of the Voting Directors at a regular or special meeting during which the Defaulting Member shall have the opportunity to present relevant evidence in its defense, which relevancy shall be determined by the Voting Directors.

b. Opportunity to Cure. If the Voting Directors vote to terminate and remove a Defaulting Member as set forth above, the Defaulting Member shall have thirty (30) calendar days to cure a Breach, or ten (10) calendar days to cure a Failure to Pay, as applicable.

c. Final Termination Vote. At a regular or special Board meeting, the Board shall determine whether the Defaulting Member cured the violation within the applicable cure period. The Board may review such evidence as it determines is reasonable and necessary and shall thereafter vote on the matter. Whether the Defaulting Member successfully cured the violation shall be determined by a Majority vote of the Voting Directors. If the meeting is to evaluate the cure of a Breach, this meeting shall be held not less than thirty (30) days and not more than sixty (60) days after a Super Majority vote of the Voting Directors to terminate and remove the Defaulting Member. If the meeting is to evaluate the cure of a Failure to Pay, this meeting shall be held not less than ten (10) days nor more than thirty (30) days after a Super Majority vote of the Voting Directors to terminate and remove the Defaulting Member. If the Board determines that the Defaulting Member did not cure the violation, the Defaulting Member's participation in the Consortium shall immediately terminate and the Defaulting Member shall be removed as a party to this Agreement.

Upon termination, the terminated Defaulting Member shall have no further interest, right or title in or to any assets or equity of the Consortium. Termination of one or more Establishing Members shall not cause termination of this Agreement.

4.1.4 Consolidation by Establishing Members. Consolidation by a Establishing Member with another Establishing Member or a non-Establishing Member to form a single legal entity will neither terminate this Agreement nor constitute a withdrawal by the consolidating Establishing Member(s). All rights and obligations of such consolidating Establishing Member(s) will inure to the newly created single legal entity. Any consolidated Establishing Member will have one Voting Director on the Board and will be entitled to one vote.

4.1.5 Withdrawal of Establishing Members. An Establishing Member may withdraw from this Agreement at the end of any calendar year by written notice authorized by the governing body of such Establishing Member that is given to the Board and every other

SIGNATURE DOCUMENT 10-12-16

Establishing Member no later than January 15th of that calendar year. To the extent permitted by law, a withdrawing Establishing Member will remain liable for its share of any and all financial obligations and indebtedness of the Consortium incurred while the withdrawing Establishing Member was an Establishing Member of the Consortium. Upon withdrawal, a withdrawing Establishing Member will have no further interest, right, or title in or to any assets or equity of the Consortium, unless there is a specific written agreement to the contrary approved by the governing body of the withdrawing Establishing Member and a Super Majority vote of the Voting Directors. Withdrawal by any Establishing Member or combination of Establishing Members will not cause termination of this Agreement. A Establishing Member's non-appropriation of funds pursuant to Section 6.5 will constitute a withdrawal; provided however, that the three hundred fifty (350) calendar days prior notice period will not apply and, instead, the Establishing Member will be deemed withdrawn as of January 1 of the Fiscal Year for which funds are not appropriated. A non-appropriating Establishing Member must notify every other Establishing Member as soon as reasonably practical when it is certain that its governing body will fail to appropriate the funds necessary for the Establishing Member to meet its financial obligations for the ensuing Fiscal Year.

4.1.6 Addition of Establishing Members and Associate Members. A new governmental agency may join the Consortium as an Establishing Member of this Agreement upon the Super Majority vote of the Voting Directors consenting to the new governmental agency becoming an Establishing Member. A new governmental agency may join the Consortium as an Associate Member of this Agreement upon the Majority vote of the Voting Directors consenting to the new governmental agency becoming an Associate Member.

4.2 **Contracting Agency.** Upon the affirmative Majority vote of the Voting Directors, the Consortium may enter into a Service Agreement(s) with a Contracting Agency to provide to the Contracting Agency one or more of the Services. Each Service Agreement will specify the Service(s) to be provided by the Consortium and the terms under which such Service(s) is to be provided, including the compensation to be paid the Consortium, and the terms and conditions upon which the Service Agreement may or shall be terminated.

ARTICLE 5
GOVERNANCE

5.1 **Establishment of Board of Directors**. There is hereby established a Board of Directors. The Board shall consist of one Voting Director and, in his/her absence or inability to perform his/her duties, one Alternate Voting Director for each Establishing Member, and one Non-Voting Director and, in his/her absence or inability to perform his/her duties, one Alternate Non-Voting Director for each Associate Member. Directors may be appointed to serve consecutive terms on the Board.

5.2 **Appointment.** A Director will serve at the pleasure of the governing body of the Establishing Member or Associate Member, as applicable, and may be replaced at any time and for any reason by the governing body of the applicable Establishing Member or Associate Member.

SIGNATURE DOCUMENT 10-12-18

5.3 **Compensation.** Directors will not receive compensation for their services. The Board may provide for reimbursement to the Directors of their actual and reasonable expenses incurred on behalf of the Consortium.

5.4 **Board Action.** Final actions or decisions of the Board (including ratification or rescission of action taken by the Board at an emergency meeting) may be taken or made only at regular or special meetings of the Board, called upon notice as required herein, at which a Quorum is present. Except as set forth below or as otherwise provided in this Agreement, final actions or decisions of the Board shall be made by the affirmative vote of a Majority of the Voting Directors at a properly-noticed regular or special meeting at which a Quorum is present.

5.5 **Meetings.**

5.5.1 All Meetings Public. All regular, special and emergency meetings of the Board will be open to the public and subject to the Colorado Sunshine Law, Part 4 of Article 6, Title 24 of the Colorado Revised Statutes ("***Sunshine Law***"), except that an emergency meeting may be called without 72 hours prior notice as provided in Section 5.5.6, below.

5.5.2 Regular Meetings. Regular meetings shall be held at least quarterly. A schedule of regular meetings of the Board for an upcoming year shall be set by resolution of the Voting Directors no later than the last quarterly meeting of the current year, which resolution will identify the dates, times, and location(s) of said regular meetings. Following adoption of said resolution, no additional notice to the Directors will be required. Regular meetings of the Board will be posted in accordance with the Sunshine Law. Directors may participate in any regular meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience.

5.5.3 Special Meetings. Special meetings of the Board may be called by any two (2) or more Voting Directors. Thereupon it will be the duty of the Board Secretary to cause notice of such meeting to be given as hereinafter provided. Work/study sessions will constitute a special meeting. Special meetings of the Board will be held at the time and place fixed by the Voting Directors calling the meeting. Special meetings of the Board will be posted in accordance with the provisions of the Sunshine Law. Directors may participate in any special meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience.

5.5.4 Notice of Special Meeting. Written notice of any special meeting of the Board shall be delivered to each Director not less than 72 hours before the date and time fixed for such meeting. Notice may be delivered in person, by facsimile or by electronic mail at the direction of the Board Secretary, or upon the Board Secretary's default, by the Voting Directors calling the meeting.

5.5.5 Waiver of Notice**.** Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, will be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board will constitute a waiver by such

SIGNATURE DOCUMENT 10-12-16

Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

5.5.6 Emergency Meetings. Two (2) or more Voting Directors may call an emergency meeting at any time and without 72 hours prior notice in the event of an emergency that requires the immediate action of the Voting Directors in order for the Consortium to carry out its Services and related functions. The Board Secretary, or upon the Board Secretary's default, the Voting Directors calling the emergency meeting, shall cause notice of the emergency meeting to be given immediately to all Directors. Notice may be given in-person, by facsimile or by electronic mail at the direction of the Board Secretary, or upon the Board Secretary's default, by the Voting Directors calling the emergency meeting. To the extent practicable, public notice of an emergency meeting will be posted in the same locations as for regular meetings. At the emergency meeting, the Board, by affirmative vote of a Majority of the Voting Directors present, may take any action within the express or implied powers of the Consortium to carry out its Services and related functions; provided, however, any action taken at an emergency meeting will be effective only until the first to occur of: a) the next regular meeting, or b) the next special meeting of the Board at which the emergency issue is on the public notice of such meeting. At such subsequent meeting, the Voting Directors may ratify any emergency action taken. If any emergency action taken is not ratified, it shall be deemed rescinded. Emergency meetings of the Board shall be open to the public.

5.5.7 Procedural Rules Governing Meetings. The Board shall develop procedural rules for conducting regular and special meetings, provided that such rules will include the following: a) the reading of the text of minutes, financial statements or proposed Resolutions into the record is not required; and b) the Chairperson may make a motion and may vote on a motion. In the absence of an established procedural rule, the Board will, to the extent practicable, follow the latest edition of *Robert's Rules of Order*.

5.5.8 Officers. The officers of the Consortium will be a President, Vice-President, Secretary, and Treasurer. All officers shall be Voting Directors.

a. Election and Term of Office. The term of office for all officers will be two Fiscal Years; provided, however, that the first President and Treasurer elected after the Effective Date shall serve an initial term of three Fiscal Years. The initial officer of each position also will serve for the remainder of the Fiscal Year in which he/she was elected. Thereafter, at its last regular or special meeting during a Fiscal Year in which an officer's term is expiring, the Board, by Majority vote of the Voting Directors, will elect a new officer to that position. Vacancies occurring in any officer position may be filled by Majority vote of the Voting Directors at any regular or special meeting of the Board at the time the vacancy occurs.

b. Removal. Any officer elected by the Voting Directors may be removed by the Voting Directors, with or without cause, at any time by Majority vote of the Voting Directors at any regular or special meeting of the Board at which a quorum is present.

SIGNATURE DOCUMENT 10-17-18

c. Duties and Authority of Officers.

i. President. Except as otherwise directed by a Majority of the Voting Directors, the President will execute all legal instruments of the Consortium and will represent the Board at any meeting, event, or other activity at which a Board representative is permitted, requested, or required to be in attendance. The President will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time. The President will serve as the Chairperson and preside at all Board meetings.

ii. Vice-President. Except as otherwise directed by a Majority of the Voting Directors, the Vice-President will perform the duties and have the authority of the President in the President's absence or inability or refusal to perform his/her duties. The Vice-President will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time so long as such duties are not inconsistent with the duties and authority of the President. The Vice-President will serve as the Chairperson at any Board meeting where the President is absent, or is unable or refuses to serve as the Chairperson.

iii. Secretary. The Secretary will (A) maintain the official records of the Consortium, including this Agreement, bylaws, policies, procedures and protocols established by the Voting Directors, minutes of Board meetings, and a register of the names and addresses of the Establishing Members, Associate Members, Contracting Agencies, Directors and officers; and (B) issue meeting notices, attest documents as necessary or appropriate, and prepare the minutes of all Board meetings. The Secretary will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time.

iv. Treasurer. The Treasurer will be responsible for the general oversight of all financial aspects of the Consortium. The Treasurer will serve as the financial official of the Consortium. The Treasurer will serve as the Chairperson at any meeting where both the President and Vice-President are absent, or fail or refuse to serve as the Chairperson. The Treasurer will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time.

5.5.9 Bonds of Officers, Employees and Agents. The Treasurer and any other officer, employee or agent of the Consortium charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board will determine. The Voting Directors, in their discretion, also may require any other officer, employee or agent of the Consortium to give a bond in such amount and with such surety as will be determined. The cost of such bond will be an expense of the Consortium.

5.5.10 Governmental Immunity. Every Director, officer, employee and volunteer of the Consortium, while performing his/her duties and functions on behalf of the Consortium, whether such duties and functions have been expressly assigned or are reasonably implied based

SIGNATURE DOCUMENT 10-19-16

on his/her expressly assigned duties and functions, will constitute a public employee for the purposes of the Colorado Governmental Immunity Act, including but not limited to C.R.S. § 24-10-110.

5.5.11 Execution of Contracts**.** Except as otherwise provided by law or in this Agreement, the Board may authorize any Director, officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Consortium.

5.5.12 Assets Held In Trust. All assets of the Consortium will be held in trust for the purposes stated in this Agreement, including payment of liabilities of the Consortium.

5.6 **Committees.** The Voting Directors may, by written Resolution adopted by a Majority vote, establish such committees as they deem appropriate from time to time. The Resolution establishing a committee shall, at a minimum, state: the name of the committee; the names of the Board member(s), employees, volunteers and/or other individuals, such as citizens or consultants, who will serve on the committee; a detailed statement of the committee's mission/goals, duties and authority; and, the period for which the committee shall be in place. Notwithstanding anything stated in a Resolution establishing a committee, the Board shall have the absolute right by Majority vote to modify any aspect of any committee or to terminate any committee.

ARTICLE 6
FISCAL ADMINISTRATION

The Consortium will be subject to the Local Government Budget Law of Colorado, Part 1 of Article 1, Title 29 of the Colorado Revised Statutes. The provisions of Article 10.5 of Title 11, C.R.S. will apply to all monies of the Consortium.

6.1 **Initial and Annual Budget.**

6.1.1 Initial Budget. The initial budget for the Consortium, which will take effect on the Effective Date and will continue through December 31 of the Fiscal Year immediately following the Effective Date, is attached to this Agreement as ***Exhibit A*** ("***Initial Budget***"). Each Establishing Member and Associate Member shall pay its share of the Initial Budget, as set forth therein.

6.1.2 Annual Budget. The Annual Budget for the next Fiscal Year will be adopted by a Majority of the Voting Directors on or before July 1 of each Fiscal Year. The Annual Budget shall set forth the: a) Annual Membership Fee; b) the Per Participant Fee(s); c) the Unaffiliated Participant Fee(s), if any; d) the Fee Schedule (defined below); e) Reserve Fund Contributions, if any; and f) any other fees for Services the Board may establish from time to time. The Annual Budget also shall establish the Advance Deposit, if any, to be made by each Establishing Member and Associate Member.

6.2 **Payment.**

SIGNATURE DOCUMENT 10-12-16

6.2.1 Annual Membership Fee. Each Establishing Member and Associate Member shall pay its non-refundable Annual Membership Fee within forty-five days of adoption of the Annual Budget.

6.2.2 Advance Deposit. If an Advance Deposit is adopted as part of an Annual Budget, each Establishing Member and Associate Member shall pay the Advance Deposit within forty-five days of adoption of the Annual Budget. On or before January 31 of the following year the Consortium shall determine the total amount actually incurred for the Services provided to each Establishing Member and Associate Member during the preceding year relative to the amount of the Advance Deposit, if any. The Consortium shall give credit, if appropriate, for any reimbursement owed an Establishing Member or Associate Member under the applicable Fee Schedule. An Establishing Member and Associate Member that owes additional funds shall pay it within forty-five calendar days of receiving an invoice from the Consortium. An Establishing Member and Associate Member that has overpaid shall receive reimbursement within forty-five calendar days of the Consortium determining such overpayment has occurred.

6.3 **Late Payments.** Any undisputed payment required under this Agreement that is not paid when due will accrue interest in the amount of eight percent (8%) per annum until paid.

6.4 **Annual Audit.** The Consortium's revenues and expenditures shall be subject to an annual audit in accordance with Colorado law, which will be performed by a certified public accountant.

6.5 **Non-Appropriation.** All direct and indirect financial obligations of an Establishing Member or an Associate Member under this Agreement are subject to the annual appropriation of funds by its governing body. No provision of this Agreement will be construed or interpreted: a) to directly or indirectly obligate an Establishing Member or an Associate Member to make any payment in any Fiscal Year in excess of amounts it appropriated for such Fiscal Year; or b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of an Establishing Member or an Associate Member within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

6.6 **General Financial Matters**.

6.6.1 Negotiable Instruments. All checks, drafts, or other orders for payment of money will be issued in the name of the Consortium, and in such manner as, from time to time, will be determined by the Board.

6.6.2 Financial Obligations and Debt Not That of Establishing Members. All financial obligations of the Consortium will not be the debts, liabilities, or obligations of the Establishing Members, unless provided by written consent of the governing body of each of the Establishing Members in compliance with law.

SIGNATURE DOCUMENT 10-12-16

6.6.3 Financial Support. The Consortium may receive financial support from any source, including public or private donations, gifts, or grants.

6.6.4 Compliance with State Laws Related to Deposit and Investment of Consortium Funds. Under the general oversight of the Treasurer, the Board will ensure all funds of the Consortium placed in bank deposit accounts, including checking, savings, bank money-market, and certificate of deposit (CD) accounts, comply with the requirements of the Public Deposit Protection Act, C.R.S., §11-10.5-101, *et. seq*., as may be amended. The Board will establish the investment policies of the Consortium funds, which policies will comply with the federal and state constitutional and statutory laws governing the investment of public funds, including but not limited C.R.S, § 24-75-601, *et seq*., as may be amended. Under the general oversight of the Treasurer, all investments of Consortium funds shall comply with the investment policies established by the Board.

6.6.5 Records Subject to Inspection. All of the Consortium's financial records will be available for inspection by any Establishing Member or Associate Member upon reasonable notice during normal business hours.

ARTICLE 7
LEASED RESOURCES

An Establishing Member or Associate Member ("***Leasing Member***") may from time to time lease personnel, real property and/or personal property (i.e., fire apparatus, vehicles, equipment, tools, etc.), or provide support services (collectively, the "***Leased Resource(s)***"), to the Consortium for a period mutually agreed upon by the parties. During the period that a Leasing Member leases a Leased Resource to the Consortium, the Leasing Member shall be entitled to reimbursement in an amount set forth in the Fee Schedule, adopted by the Board each year as part of the Annual Budget ("***Fee Schedule***"). The initial Fee Schedule for Fiscal Year 2017 is attached as ***Exhibit B***. By leasing a Leased Resource to the Consortium, the Leasing Member and the Consortium expressly agree to, and shall be bound by, the terms and conditions set forth in this Article 7.

7.1 **Leased Personnel**. Any employee or volunteer of a Leasing Member shall at all times remain solely the employee or volunteer of the Leasing Member. The Leasing Member shall be solely responsible for all compensation, benefits, withholdings and deductions, hiring/appointing, termination, discipline, and other terms and conditions of employment/ volunteerism. The Leasing Member shall be solely responsible for maintaining all benefits required by federal or state law, including unemployment compensation insurance and worker's compensation insurance. Under no circumstances shall the Consortium be considered an employer or appointing organization of a Leasing Member's employees or volunteers. Either the Leasing Member or the Consortium may terminate the lease at any time with respect to all or any of the Leasing Member's employees or volunteers with 10 calendar days prior written notice to the other party.

7.2 **Leased Real Property**. Any real property leased to the Consortium by a Leasing Member shall at all times remain the solely real property of the Leasing Member. The

SIGNATURE DOCUMENT 10-12-16

Consortium shall take no action, or allow any action to be taken, that would cause a lien, verified statement of claim, encumbrance or other liability to attach to the leased real property. The Consortium shall at all times maintain property and liability insurance covering the real property leased to it, in the amount established by the Majority vote of the Voting Directors from time to time. The Consortium shall be responsible for any damage caused to real property during the period it is leased to the Consortium. The Leasing Member shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to the Consortium's use of the real property. The Consortium shall make no modifications or improvements to real property leased to it.

7.3 **Leased Personal Property**. All apparatus, vehicles, equipment, tools or other personal property (collectively, "***Personal Property***") leased to the Consortium by a Leasing Member shall at all times remain the sole property of the Leasing Member. The Consortium shall at all times maintain property and liability insurance covering the Personal Property leased to it, in the amount established by the Majority vote of the Voting Directors from time to time. The Consortium shall be responsible for any damage caused to Personal Property during the period it is leased to the Consortium. The Leasing Member shall pay for all fuel, supplies, maintenance and repairs for Personal Property during the period it is leased to the Consortium. The Consortium shall make no modifications or improvements to Personal Property leased to it.

7.4 **Leased Support Services**. A Leasing Member and the Consortium may mutually agree that the Leasing Member will provide certain Support Services, such as accounting, human resources, etc., to the Consortium for a fixed or indefinite period of time. Any employee or volunteer of a Leasing Member who provides Support Services to the Consortium on behalf of the Leasing Member shall at all times remain solely the employee or volunteer of the Leasing Member. The Leasing Member shall be solely responsible for all compensation, benefits, withholdings and deductions, hiring/appointing, termination, discipline, and other terms and conditions of employment/ volunteerism. The Leasing Member shall be solely responsible for maintaining all benefits required by federal or state law, including unemployment compensation insurance and worker's compensation insurance. Under no circumstances shall the Consortium be considered an employer or appointing organization of a Leasing Member's employees or volunteers. Either the Leasing Member or the Consortium may terminate all or a portion of the support services at any time with 30 calendar days' prior written notice to the other party.

ARTICLE 8
PARTICIPANTS AND UNAFFILIATED PARTICIPANTS

8.1 **Participants.** A Participant shall at all times remain the employee or volunteer of his/her Establishing Member, Associate Member or Contracting Agency. Under no circumstances shall a Participant be an employee or volunteer of the Consortium. An Establishing Member, Associate Member or Contracting Agency shall remain solely responsible for all terms and conditions of its Participant's employment/volunteerism, including but not limited to, compensation (including nominal fees), benefits (including workers' compensation and unemployment compensation insurance), hiring/appointing, personnel policies, discipline, termination, etc. An Establishing Member, Associate Member or Contracting Agency shall remain solely responsible for all claims, demands, damages, loss, liability, cost or expense

SIGNATURE DOCUMENT 10-12-16

(including reasonable attorneys' fees, costs and expenses) of any kind or nature whatsoever arising from or relating to any intentional or negligent act or omission of its Participant.

8.2 **Unaffiliated Participants.** The Voting Directors, by Majority vote, may establish an Unaffiliated Participants program, whereby an Unaffiliated Participant may participate in one or more Services provided by the Consortium. The Voting Directors, by Majority vote, may modify or discontinue the Unaffiliated Participants program at any time in their sole discretion. The Voting Directors, by Majority vote, shall from time to time establish: a) the minimum qualifications, skills and/or experience an individual must possess to participate in the Unaffiliated Participant program; b) the Unaffiliated Participant Fee(s) that will be charged; and, c) such other terms and conditions for the Unaffiliated Participant program as they deem appropriate. Under no circumstances shall an Unaffiliated Participant be an employee or volunteer of the Consortium.

8.3 **Compliance with Consortium's Policies and Procedures.** Every Participant and Unaffiliated Participant shall be subject to, and shall fully comply with, the policies and procedures established or modified by the Voting Directors from time to time, by Majority vote.

ARTICLE 9
TERM, TERMINATION AND DISTRIBUTION

9.1 **Term, Termination, and Distribution.**

9.1.1 Term. The term of this Agreement shall be unlimited, and shall continue until terminated as provided herein.

9.1.2 Termination. This Agreement may be terminated at any time by written agreement of all Establishing Members, or all Establishing Members except one, who are an Establishing Member to this Agreement at the time of such termination.

9.1.3 Distribution or Transfer of Assets Upon Termination. If this Agreement is terminated pursuant to Section 9.1.2, the Voting Directors by unanimous affirmative vote of all, or one less than all, of the Voting Directors serving on the Board at the time of termination, will determine whether all of the Consortium's tangible and intangible property and assets ("***Assets***") are distributed to the Establishing Members or transferred to a successor entity(ies).

a. Transfer to Successor Entity(ies). If the Assets are to be transferred to a successor entity(ies), the Assets will be transferred in such manner as is determined by unanimous affirmative vote of all, or one less than all, of the Voting Directors serving on the Board at the time of termination, subject to any outstanding debts, liens, mortgages, or other pledges of such Assets.

b. Transfer to Establishing Members. If the Assets are to be distributed to the Establishing Members, they will be distributed pro rata to each then-Establishing Member as follows:

SIGNATURE DOCUMENT 10.12.19

i. All monies remaining in the General Operating Fund or the Reserve Fund will be distributed equally to each Establishing Member;

ii. Any Personal Property owned by the Consortium shall be sold, and the proceeds will be distributed equally to each Establishing Member. Personal Property that has no appreciable value shall be disposed of in a commercially reasonable manner. Each Establishing Member has a first right to purchase some or all of the Personal Property at its fair market value; provided, that if two or more Establishing Members want to buy the same Personal Property and are unable to agree as to which Establishing Member will purchase the Personal Property, the Personal Property shall be sold at fair market value to a third person or entity, and the proceeds distributed equally to each Establishing Member; and,

iii. Any real property owned by the Consortium shall be sold at fair market value and the proceeds will be distributed equally to each Establishing Member. Each Establishing Member has a first right to purchase some or all of the real property at its fair market value; provided that if two or more Establishing Members want to buy the same real property and are unable to agree as to which Establishing Member will purchase the real property, the real property shall be sold at fair market value to a third person or entity, and the proceeds distributed equally to each Establishing Member.

iv. By Super Majority vote of all Voting Directors serving on the Board at the time of termination, the Board may provide for an alternate disposition of the Consortium's Assets between and among the Establishing Members.

9.1.4 Leased Resources. Leased Personnel, Leased Real Property and Leased Personal Property will revert back to the Leasing Member as of the effective date of the termination of this Agreement. Support Services will terminate as of the effective date of the termination of this Agreement.

ARTICLE 10
MISCELLANEOUS

10.1 **Notices.** Except for notice of a special or emergency meeting delivered in person, by facsimile or by electronic mail in accordance with this Agreement, any notice, demand or request required by or relating to this Agreement shall be in writing and shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Member at the address set forth on the signature page(s) attached hereto, unless an Establishing Member or an Associate Member has provided another address to the Consortium.

10.2 **Third Party Beneficiaries.** Except for Associate Members, nothing in this Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not an Establishing

SIGNATURE DOCUMENT 10-12-15

Member to this Agreement. Associate Members are intended third party beneficiaries solely as to those provisions that impose obligations or grant rights to Associate Members and those provisions related to the enforcement of a Party's rights and obligations under this Agreement, including but not limited to, Section 10.7 (Governing Law, Jurisdiction and Venue) and Section 10.9 (Dispute Resolution).

10.3 **Amendments.** This Agreement may be amended only by a written document approved by formal consent of the governing bodies of all of the Establishing Members at the time of the amendment; provided, however, that such amendment will not affect other obligations outstanding of the Consortium unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement.

10.4 **No Assignment.** This Agreement may not be assigned by any Establishing Member.

10.5 **Severability.** In the event that any of the terms, covenants or conditions of this Agreement, or their application, shall be held invalid by any court having competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

10.6 **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Establishing Members, and their past and present directors, officers, council members, employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, Section § 24-10-101, C.R.S., *et seq*.

10.7 **Governing Law, Jurisdiction and Venue.** Colorado law governs this Agreement. Jurisdiction and venue shall lie in the District Court for the county in which all of the disputing parties are located. If one or more of the disputing parties are located in different counties, the Establishing Members agree that jurisdiction and venue shall lie in the District Court for Weld County. Under no circumstances may a civil action be removed to a federal court.

10.8 **Waiver of Breach.** An Establishing Member's waiver of another Establishing Member's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Establishing Member.

10.9 **Dispute Resolution.** Any dispute or claim arising under or relating to this Agreement shall be submitted first to the Board for possible resolution. If the Board is unable to resolve the dispute or claim, or if one or more of the Establishing Members to the dispute or claim are not satisfied with the Board's proposed resolution, the dispute or claim shall be submitted to mediation. The Establishing Members to the dispute or claim shall share equally the cost of the mediation, provided that each Member shall pay its own attorneys' fees, costs and expenses incurred in preparing for and participating in the mediation. If the Establishing

SIGNATURE DOCUMENT 10-12-16

Members are unable to resolve their dispute or claim through mediation, any Member to the dispute or claim may bring a civil action. Each Establishing Member waives its right to a jury trial.

10.10 **Execution.** This Agreement may be executed in several counterparts, and by facsimile or electronic pdf, each of which will be an original, and all of which together will constitute one in the same instrument.

10.11 **Statutory Amendments.** All statutory references in this Agreement shall include any subsequent statutory amendments or reenactments.

IN WITNESS WHEREOF, the Establishing Members have approved, and caused to be executed, this Agreement.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

SIGNATURE DOCUMENT 10-12-16

CITY OF BOULDER, COLORADO

By: _____
Jane S. Brautigam

Attest:

_____
City Clerk

Approved as to Form:

By:_____
Office of the City Attorney

SIGNATURE DOCUMENT 10-12-16

CITY OF GREELEY

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO SUBSTANCE:

_____
City Manager

AVAILABILITY OF FUNDS:

_____
Director of Finance

APPROVED AS TO LEGAL FORM:

_____
Office of City Attorney

SIGNATURE DOCUMENT 10-12-16

CITY OF LONGMONT, a home rule municipality, incorporated and existing under the laws of the State of Colorado

_____

By: _____

ATTEST:

_____

By: _____

SIGNATURE DOCUMENT 10-12-16

CITY OF LARAMIE, a municipal corporation, incorporated and existing under the laws of the State of Wyoming

_____

By: _____

ATTEST:

_____

By: _____

SIGNATURE DOCUMENT 10-12-16

MOUNTAIN VIEW FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado

_____

By: _____

ATTEST:

_____

By: _____

SIGNATURE DOCUMENT 10-12-16

WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado

_____

By: _____

ATTEST:

_____

By: _____

SIGNATURE DOCUMENT 10-12-16

POUDRE FIRE AUTHORITY, a Colorado public entity

_____

By: _____

ATTEST:

_____

By: _____

SIGNATURE DOCUMENT 10-12-16

LOVELAND FIRE RESCUE AUTHORITY, a Colorado public entity

_____

By: _____

ATTEST:

_____

By: _____

SIGNATURE DOCUMENT 10-12-16

CITY OF LARAMIE REGULAR COUNCIL MEETING November 15, 2015

Agenda Item: Grant
Title
Grant Award from the U.S. Department of Homeland Security for Regional Emergency Response Team #3.

Recommended Council MOTION:

That Council accepts the grant award from the U. S. Department of Homeland Security in the amount of $150,000.00 for the Region #3 State Emergency Response Team.

"I move to accept the grant award from the U.S. Department of Homeland Security in the amount of $150,000.00 (one-hundred-fifty-thousand dollars) to the City of Laramie Fire Department – Region #3 State Emergency Response Team; and authorize the Fire Chief, City Manager, City Clerk, and City Attorney to sign; and amend the 2016/2017 fiscal year City of Laramie budget."

Administrative or Policy Goal:

The grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. The fiscal year 2016 grant supports core capabilities across five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Background:

The concept of the State of Wyoming Emergency Response Teams first appeared on the legislative agenda of the Wyoming Fire Chiefs in the mid 1990's in reaction to an awareness that no jurisdiction had sufficient hazardous materials response capability to address the potential for catastrophic events. The State Fire Chiefs moved the issue onto the legislative agenda of the State Emergency Response Commission (SERC) and by 2000, Office of Justice Program grants had been secured to begin the process of developing the teams. September 11, 2001 added impetus to the initiative, resulting in the creation of the Wyoming Office of Homeland Security and passage of the Wyoming Emergency Response Act. Regional teams became a focus of the Governor's office and 6 regional teams were created. There are now 8 regional teams in the state. This grant represents the annual Department of Homeland Security contribution towards the sustainment expenses of RERT #3.

In earlier grant funding cycles, the distribution of the grant funding was based on equitable distribution to each Emergency Response Team. This year's application for funding continues with the model established last year where funds are distributed based on project submissions.

RERT teams are assets of the State of Wyoming. Accepting the designation as a team and receiving the supporting grant funding obligates the City of Laramie Fire Department to provide response personnel upon activation of the team by order of the Governor. Extraordinary expenses of deployment are a State of Wyoming responsibility.

Legal/Statutory Authority:

Wyoming Emergency Response Act and the Department of Homeland Security – State Homeland Security Grant Program Authorization of the United States Congress.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	$150,000.00	Dept of Homeland Security Acct #100-0000-323-2036
Loans on Project		
Other		
Total	$150,000.00	

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	$150,000.00	Acct # 100-3045-422-7410 Project Code FDRRT9
Current Budget		
Additional Amount Requested		
Total Proposed Budget	$0.00	

Responsible Staff: **Dan Johnson, Fire Chief**
Joe Mathews, Hazardous Materials Coordinator

Attachments: grant agreement

Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: http://hls.wyo.gov
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2016

Political Subdivision:	**City of Laramie**
Award Amount:	**$150,000.00**
Award Period:	**September 1, 2016 through May 31, 2019**
CFDA #:	**97.067**
DHS Grant Code:	**EMW-2016-SS-00037**
Project ID:	**16-GPD-RR3-RR-HRT16**

1. **Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 (Homeland Security) and **the City of Laramie** for the purposes of administering Regional Emergency Response Team #3, whose mailing address is 406 Ivinson St., Laramie, WY 82070 (Subrecipient).

2. **Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant award using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.

3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2016 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2016 through May 31, 2019. The total amount of this Grant is One hundred fifty thousand dollars and zero cents ($150,000.00)

WOHS
Original Document

5. **Federal Grant References:** The Fiscal Year 2016 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) can be found at http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf.

6. **Purpose of Grant Award:** The FY 2016 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2016 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

   The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the Goal of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

   To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

   Grantees are expected to consider National areas for improvement identified in the 2015 NPR, which include cybersecurity, housing, enhancing the resilience of infrastructure systems, and long-term vulnerability reduction. Addressing these areas for improvement will enhance preparedness nationwide.

   In addition, the DHS expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets.

   A. Project related expenditures must align with the approved application information contained in Attachment A.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed $150,000.00 (One hundred fifty thousand dollars and zero cents). No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2016 Notice of Funding Opportunity (NOFO), the Authorized Equipment list found at http://beta.fema.gov/authorized-equipment-list, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be

Original Document

current in order to receive reimbursements. There will be no extensions for the 2016 State Homeland Security Program Grant reimbursement or performance period. Requests for reimbursement will not be accepted after June 30, 2019.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:
   A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:
      (i) Subrecipient must be familiar with the 2016 HSGP objectives and priorities identified in the FY 2016 Homeland Security Grant NOFO.
      (ii) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2016 Homeland Security Grant Program NOFO. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2016 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
      (iii) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf
      (iv) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2016 HSGP NOFO.
      (v) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
      (vi) Subrecipient further agrees to comply with the standards put forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
      (vii) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 44 CFR part 13 (OMB Circular A-102), per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of $10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
      (viii) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **"This document was prepared under a grant from the FEMA's National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS."** Additionally, Subrecipient acknowledges that

WOHS
Original Document

DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

(ix) Subrecipient agrees to acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.

(x) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.

(xi) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.

(xii) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.

(xiii) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.

(xiv) Subrecipient may only fund Investments that were approved project(s) listed in section six (6).

(xv) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and/or modifications to structures or ground disturbance. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

(xvi) Subrecipient agrees to complete/actively participate a THIRA/CPR update annually by September 1 of each year during the entire performance period of this award.

(xvii) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2017.

(xviii) Subrecipient agrees to provide a copy of the inventory report of all equipment purchased with Homeland Security grant funds in accordance with 44 C.F.R. § 13.32(1) annually, no later than July 1 during the entire performance period of this award.

(xix) Subrecipient agrees to enter all shareable resources and equipment into the *Wyoming Comprehensive Resource Management System (Salamander)* prior to seeking reimbursement or within 30 calendar days from the receipt of the item, whichever occurs first.

B. This Grant cannot be changed or altered in any way without prior written authorization from the

WOHS
Original Document

Wyoming Office of Homeland Security.

C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.

D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents,* the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and NIMS implementation guidelines.

E. Subrecipient agrees to submit quarterly progress reports through March 31, June 30, September 30, and December 31 to Homeland Security by April 20, July 20, October 20, and January 20, respectively for the entirety of the grant performance period, regardless of expenditure(s). Quarterly reports will be submitted electronically via: https://docs.google.com/forms/d/1DVzeQD7gkTqzSFSVLBJ2WukshFc3A8wstpKbtfXhr3M/viewform?usp=send_form.

Quarterly reports will include:

(i) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams);

(ii) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant;

(iii) Status of NIMS compliance and training for personnel;

(iv) Status of THIRA and EOP updates; and

(v) What equipment was purchased, what typed capability it supports, and plans for sustainment.

9. **Responsibilities of Homeland Security:**

A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.

B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.

C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.

D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.

E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. **Special Provisions:**

A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to failure on behalf of the Subrecipient to comply with state or federal requirements.

B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.

C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549 and 12689, Debarment and Suspension and CFR 2 § Part 180 or are on the disbarred vendors list at www.epls.gov.

D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors,

WOHS
Original Document

Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR § Part 3001.

F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions improved by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.

G. **Education Amendments of 1972-Title IX:** Subrecipient agrees to comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

H. **Energy Policy and Conservation Act:** Subrecipient agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

I. **False Claims Act and Program Fraud Civil Remedies:** Subrecipient agrees to comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

J. **Federal Debt Status:** Subrecipients are required to be non-delinquent in their repayment of any Federal debt including, but not limited to, delinquent payroll and other taxes, audit disallowances and benefit overpayment. See OMB Circular A-129.

K. **Federal Leadership on Reducing Text Messaging while Driving:** Subrecipient agrees to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the Federal Government.

L. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of $500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the fiscal year for the Subrecipient. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give the Wyoming Office of Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide the Wyoming Office of Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.

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

N. **Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or

WOHS
Original Document

otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

O. **Hotel and Motel Fire Safety Act of 1990:** Subrecipient agrees to comply with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, ensuring that all conference, meeting, convention or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

P. **Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
   (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
   (2) Procures a commercial sex act during the period of time that the award is in effect; or
   (3) Uses forced labor in the performance of the award or sub awards under the award.

Q. **Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes.
   Further guidance is available at http://www.fema.gov/pdf/media/2008/301.pdf; http://www.LLIS.gov; http://www.fema.gov/oer/reference/; http://www.disabilitypreparedness.gov.

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

S. **Limitations on Lobbying Activities:** Subrecipient agrees that none of the funds provided under this award will be expended by the Subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal in accordance with 31 U.S.C. §1352.

T. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.

U. **Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.

V. **National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability

Original Document

Office.

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

X. Nondiscrimination: Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.

Y. Non-Supplanting Certification: Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.

Z. Procurement of Recovered Material: Subrecipient agrees to comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

AA. Program Income: Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.

BB. Records Retention: Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.

CC. SAFECOM: Subrecipient agrees to comply with the SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

DD. Technology Requirements:

(i) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at http://www.niem.gov.

(ii) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.

(iii) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at http://www.fema.gov/grants.

EE. Terrorist Financing: Subrecipient agrees to comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

FF. USA Patriot Act of 2001: Subrecipient agrees to comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA Patriot Act), which amends 18 U.S.C. § 175-175c.

GG. Use of DHS Seal, Logo, and Flags: Subrecipient agrees to obtain permission prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of

WOHS
Original Document

the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

HH. Whistleblower Protection Act: Subrecipient agrees to comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C § 2324, 41 U.S.C. §§ 4304 and 4310.

11. General Provisions:

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

B. Applicable Law/Venue: The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment/Grant 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 Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.

D. Availability of Funds: Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security 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 to permit Homeland Security to terminate this Grant to acquire similar services from another party.

E. Award of Related Contracts: Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.

F. Compliance with Law: Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.

G. Confidentiality of Information: Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.

H. Conflicts of Interest: Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.

I. Entirety of Grant: This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, which is attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

J. Ethics: Subrecipient 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 Subrecipient.

K. Force Majeure: Neither party shall be liable for failure to perform under this Grant 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

WOHS
Original Document

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:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

M. **Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Grant Award Agreement.

N. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.

O. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.

P. **Patent or Copyright Protection:** Subrecipient 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 Subrecipient will violate any such restriction. Subrecipient agrees to affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

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

S. **Sovereign Immunity:** The State of Wyoming and the Wyoming Office of Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. If applicable, subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*

T. **Taxes:** Subrecipient 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.

U. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant,

WOHS
Original Document

including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.

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

W. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.

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

Y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

WOHS
Original Document

12. **Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

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

WYOMING OFFICE OF HOMELAND SECURITY

_____ _____
Guy Cameron, Director Date

CITY OF LARAMIE (RERT #3)

_____ _____
Dan Johnson, Chief Date
City of Laramie- Laramie Fire Department

_____ _____
Janine Jordan, City Manager Date
City of Laramie

_____ _____
Attested by: Date

Approved as to Form:

_____ _____
City Attorney Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Samantha Caselli #157494 9/6/14
Samantha Caselli, Assistant Attorney General Date

Attachments:
A. Approved Application Information
B. Point of Contact Information Form

WOHS
Original Document

2016 State Homeland Security Program (SHSP)
APPROVED APPLICATION INFORMATION

Jurisdiction Name: City of Laramie Fire- RERT #3
Project ID: 16-GPD-RR3-RR-HRT16

The following submitted project(s) have been approved for the Federal Fiscal Year 2016 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security.

A. For the purchase allowable equipment for RERT purposes
B. For the purchase of necessary team member physicals
C. For the facilitation of allowable training to include allowable travel expenses and backfill

For questions regarding individual project allowability, the scope of an approved project or the 2016 SHSP grant, please contact:

SHSP Grant Manager
Wyoming Office of Homeland Security
307-777-5768

Security Unit Chief
Wyoming Office of Homeland Security
307-777-4908

WOHS
Original Document

2016 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT INFORMATION FORM

Jurisdiction Name:	
Grant Project ID:	
Mailing Address:	
City, ST ZIP	
DUNS number (required)	

Grant Administrator Name:	
Title:	
Phone Number:	
Email:	

Authorized Point of Contact:	
Title:	
Phone Number:	
Email:	

Form must be complete and signed by a signator on the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2016 State Homeland Security Program Grant Award Agreement.

Signature _____ **Date** _____

Printed Name _____ **Title** _____

Please complete and return along with signed original Grant Award Agreement to:

Casi Crites
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009

CITY OF LARAMIE COUNCIL REGULAR MEETING November 15, 2016

Agenda Item: Original Ordinance - 1st Reading

Title: Original Ordinance No. 1957 amending Chapters 13.40 and 13.44 of the Laramie Municipal Code to regulate water rates in the City of Laramie

Recommended Council MOTION:

"I move to approve First Reading of Original Ordinance No. 1957 amending Chapters 13.40 and 13.44 of the Laramie Municipal Code to regulate water rates in the City of Laramie."

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.

Background:

Consistent with our objective of managing a sustainable water system while offering reasonable cost of service rates, the City retained the firm of Raftelis Financial Consultants (RFC) to develop recommended water rates for 2017 and 2018. In developing rate recommendations, RFC considered a number of factors including the City's long range financial plans and the cost of service. Based upon an extensive analysis of these considerations the recommended water revenue adjustment for 2017 and 2018 is 2.5% per year.

RFC developed cost of service rates that proportionately recover cost of service from each customer class. The proposed cost of service rate retains the existing rate structure. RFC also developed transitional water rates that phase-in cost of service rates over time and increase water sales revenue by the amounts calculated in the financial plan.

To help show the effect of the proposed rate change, the Ordinance provides a comparison of existing rates and proposed (2017) rates. The proposed rate results in a $1.23/month increase in the average residential water bill (based upon 5,000 gallon consumption).

RFC recommends the City adopt the proposed 2017 and 2018 transition water rates. RFC also recommends the City annually update the cost of service analysis and cost of service rates for subsequent years and adjust future transition rates as necessary to recognize changes in cost of service.

The attached ordinance also deletes Section 13.40.010 B. of the municipal code since it is obsolete language and in conflict with the existing water rate structure.

Legal/Statutory Authority:

Laramie City Council has legal authority to modify water rates.

Responsible Staff:

Earl Smith, P.E., Public Works Director
Janine Jordan, City Manager
Malea Brown, Administrative Services Director

Future dates are subject to change

Public Hearing (PH) Held	**December 6, 2016**
PH Advertised	
Introduction/1st Reading	**November 15, 2016**
2nd Reading	**December 6, 2016**
3rd Reading	**December 20, 2016**

Attachments: Original Ordinance No. 1957

ORIGINAL ORDINANCE NO. 1957 INTRODUCED BY:

ENROLLED ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.40 AND SECTION 13.44 OF THE LARAMIE MUNICIPAL CODE WHICH ESTABLISHES THE WATER RATES FOR USERS OF MUNICIPAL WATER

WHEREAS, the City delivers high quality drinking water to a large customer base throughout a vast service area; and,

WHEREAS, the cost of that service has been increasing, especially taking into account the necessity of replacement of the aging water supply system in the City; and,

WHEREAS, the City is mandated by the State to establish a rate structure that insures the water utility enterprise is self-sustaining and not supported by the general fund, having the users of the water utility enterprise pay the expenses of that fund; and,

WHEREAS, the City has retained a professional group, Raftelis Financial Consultants (RFC), to study the water rate structure and report its findings, together with a recommendation for changes to address the future needs of the City with the demands of the water supply system and a rate structure to support those demands; and,

WHEREAS, that study has been completed and the results of the study, together with the recommendation by the consultants, having been presented to Council, and Council having fully considered the study and the recommendations; and,

WHEREAS, the Council finds that it is in the best interest of the City to amend the water rates to reflect the current cost of service to become effective on January 1, 2017; and,

WHEREAS, the Council finds that all of the specified increases are necessary to address the demands of the water supply system over the entire specified period of time;

WHEREAS, the Council finds that Section 13.40 (B) is obsolete and needs removed as services provided by Enterprise are paid for by City and University under contract.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING the following sections of Chapter 13.40 and 13.44 be, and the same hereby are, amended to read as follows:

Section 1. Section 13.40.010 Establishment - Purpose.

B. Deleted in its entirety.

Section 2. Section 13.44.010 Rate Schedules.

A. The charges for water service within the corporate boundaries of the City shall be based upon the size of the meter through which the water flows to provide service to the customer, together with a charge for the consumption of water provided.

1. There shall be a base charge per month for each meter of the following respective amounts:

Meter Size *(inches)*	Current 2016	January 1, 2017	January 1, 2018
3/4	~~20.80~~	21.83	23.16
1	~~34.30~~	36.01	38.51
1-1/2	~~61.10~~	62.23	66.53
2	~~93.60~~	94.25	100.79
3	~~197.70~~	203.59	218.18
4	~~325.10~~	332.41	355.84
6	~~600.30~~	600.30	627.62
8	~~871.30~~	871.30	889.78

i. A water shutoff for a seasonal user shall not stop base fee meter charges.

1. Water consumption shall be charged through the meter per one thousand gallons in the following amounts that shall be increased in the following year in the respective amounts beginning on January 1:

Customer Class	~~Current 2016~~	January 1, 2017	January 1, 2018
Inside			
Single Family			
First 3,000 gallons	~~3.76~~	3.76	3.76
4,000 to 6,000 gallons	~~4.69~~	4.69	4.69
7,000 to 24,000 gallons	~~5.88~~	5.88	5.88
Over 24,000 gallons	~~8.82~~	8.82	8.82
Multifamily	~~3.68~~	3.69	3.69
Commercial	~~3.73~~	3.97	3.97
University	~~4.05~~	4.05	4.05
Wholesale	~~4.85~~	4.85	4.85
Irrigation	~~6.91~~	7.26	7.76
UW Rec Agreement		3.63	3.88
UW Jacoby		1.81	1.94

A. For water delivered outside the corporate boundaries of the City, the charges shall be 125% of the in-city charges, if not separately contracted with the City.

B. The charges under subsection 1 of this section shall be payable in advance. Charges under subsection 2 of this section shall be billed and payable following the billing period during which water was delivered.

Section 3. This ordinance shall become effective January 1, 2017 after passage, approval and publication.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

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

ATTEST:

_____
Angie Johnson
City Clerk

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

First Reading	11/15/2016
Second Reading	12/6/2016
Public Hearing	12/6/2016
Third/Final Reading	12/20/2016

CITY OF LARAMIE COUNCIL REGULAR MEETING November 15, 2016

Agenda Item: Original Ordinance - 1st Reading

Title: Original Ordinance No. 1958 amending Chapter 13.48 of the Laramie Municipal Code to regulate wastewater rates in the City of Laramie

Recommended Council MOTION:

"I move to approve First Reading of Original Ordinance No. 1958 amending Chapter 13.48 of the Laramie Municipal Code to regulate wastewater rates in the City of Laramie."

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.

Background:

Consistent with our objective of managing a sustainable wastewater system while offering reasonable cost of service rates, the City retained the firm of Raftelis Financial Consultants (RFC) to develop recommended 2017 and 2018 wastewater rates. In developing rate recommendations, RFC considered a number of factors including the City's long range financial plans and the cost of service. Based upon an extensive analysis of these considerations the recommended wastewater revenue adjustment for 2017 and 2018 is 3% per year.

RFC developed cost of service rates that proportionately recover cost of service from each customer class. The proposed cost of service rate retains the existing rate structure. RFC also developed transitional wastewater rates that phase-in cost of service rates over time and increase wastewater sales revenue by the amounts calculated in the financial plan.

To help show the effect of the proposed rate change, the Ordinance provides a comparison of existing rates and proposed (2016) rates. The proposed rate results in a $1.24/month increase in the average residential wastewater bill (based upon 3,000 gallon consumption).

RFC recommends the City adopt the proposed 2017 and 2018 transition wastewater rates. RFC also recommends the City annually update the cost of service analysis and cost of service rates for subsequent years and adjust future transition rates as necessary to recognize changes in cost of service.

Legal/Statutory Authority:

Laramie City Council has legal authority to modify wastewater rates.

Responsible Staff:

Earl Smith, P.E. Public Works Director
Janine Jordan, City Manager
Malea Brown, Administrative Services Director

Future dates are subject to change

Public Hearing (PH) Held	**December 6, 2016**
PH Advertised	
Introduction/1st Reading	**November 15, 2016**
2nd Reading	**December 6, 2016**
3rd Reading	**December 20, 2016**

Attachments:

Original Ordinance No. 1958

ORIGINAL ORDINANCE NO. 1958 INTRODUCED BY:

ENROLLED ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.48 OF THE LARAMIE MUNICIPAL CODE WHICH ESTABLISHES
THE WASTEWATER RATES FOR USERS OF MUNICIPAL WATER.

WHEREAS, the City has been furnishing water to various customers in ever increasing numbers for a large number of years and the means of disposing of that water through the wastewater system; and,

WHEREAS, the cost of that disposal and treatment has been increasing, especially taking into account the necessity of replacement of the aging wastewater disposal system in the City; and,

WHEREAS, the City is mandated by the State to establish a rate structure that insures the wastewater disposal and treatment enterprise account is self sustaining and not supported by the general fund, having the users of the enterprise account pay the expenses of that account; and,

WHEREAS, the City has retained a professional group, Raftelis Financial Consultants, to study the wastewater rate structure and report its findings, together with a recommendation for changes to address the future needs of the City with the demands of the wastewater disposal and treatment system and recommend a rate structure to support those demands; and,

WHEREAS, that study has been completed and the results of the study, together with the recommendation by the consultants, having been presented to Council, and Council having fully considered the study and the recommendations; and,

WHEREAS, the Council finds that it is in the best interest of the City to amend the wastewater rates to reflect the current cost of service to become effective on January 1, 2017; and,

WHEREAS, the Council finds that all of the specified increases are necessary to address the demands of the wastewater disposal system over the entire specified period of time;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING that the following sections of Chapter 13.48 be, and the same hereby are, amended as follows:

Section 1. Section 13.48.010 Rate Schedules.

A. The user rates are hereby established to be charged as follows:

1. Base rate – The monthly base charge for residential and nonresidential users shall be in accordance with the following table:

Meter Size *(inches)*	Current 2016	January 1, 2017	January 1, 2018
3/4	~~11.66~~	12.21	12.73
1	~~16.66~~	16.71	17.61
1-1/2	~~29.02~~	29.02	29.69 2 ~~43.96~~
43.96	44.25		
3 ~~91.18~~	91.18	91.18	
4 ~~153.68~~	153.68	153.68	
6	~~315.58~~	315.58	315.58
8	~~451.54~~	451.54	451.54

2. Volume rate – The volume flow for residential users will be the average monthly water usage in units (one unit = one-thousand gallons) for January, February and March of the previous year as measured by water meter readings. The volume of flow for nonresidential users will be the water usage measured by water meter readings. In the event valid meter readings are not available, Section 13.44.030 shall be applied to determine the volume of flow. The volume rate per unit for residential, commercial, university, and wholesale users shall be in accordance with the following table.

Customer Class	Current	January 1 2016	January 1 2017	2018
Residential	~~3.87~~	4.10	4.29	
Commercial-CA	~~7.12~~	7.78	8.46	
Commercial-CB	~~7.33~~	7.97	8.63	
Commercial-CC	~~4.14~~	4.26	4.47	
Commercial-CD	~~4.57~~	4.89	5.22	
Commercial-CE	~~3.80~~	4.04	4.26	
Commercial-CF	~~5.51~~	6.08	6.66	
Commercial-CG	~~3.58~~	3.85	4.12	
University-UC	~~4.12~~	4.30	4.52	
University-UE	~~3.88~~	3.65	4.00	
University-UG	~~3.56~~	4.09	4.30	

Wholesale	**~~3.87~~**	**3.87**	**4.14**

Section 2. This ordinance shall become effective January 1, 2017 after passage, approval and publication.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

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

ATTEST:

_____
Angie Johnson,
City Clerk

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

First Reading 11/15/2016
Second Reading 12/6/2016 Public Hearing 12/6/2016
Third/Final Reading 12/20/2016

CITY OF LARAMIE COUNCIL REGULAR MEETING November 15, 2016

Agenda Item: Budget Amendment

Title: Budget Amendments for the FY 2016-18 Biennium

Recommended Council MOTION:

Approve Resolution 2016 - 76 transferring unencumbered or unexpended appropriations balances form one fund to another and amending appropriations for the fiscal year 2016-2018 biennial budget of the City of Laramie, WY and authorize the Mayor and City Clerk to sign.

Administrative or Policy Goal:

After review of the budget, any additions such as grant related additions or unanticipated expenditures should be reflected in the budget amendment. Per state statute, all divisions may require an amendment to be in balance.

Background:

A budget amendment for the General Fund in the amount of two hundred twenty-eight thousand nine hundred dollars ($228,900) shall increase the 2016-2017 budget and shall be adjusted to the City's FY 2016-2018 biennial budget. Budget amendments for the Recreation Center Fund in the amount of four thousand six hundred dollars ($4,600), the Major Capital Construction Fund in the amount of six hundred eight thousand seventy-eight dollars ($608,078), the Water Fund in the amount of two million one hundred six thousand six hundred twenty-eight dollars ($2,106,628), and the Wastewater Fund in the amount of two hundred forty-two thousand one hundred seventy-three dollars ($242,173) shall increase the 2016-2017 budget and shall be adjusted into the City's FY 2016-2018 biennial budget. A budget amendment for the Water Fund in the amount of two million dollars ($2,000,000) shall reduce the 2017-2018 budget and shall be adjusted to the City's FY 2016-2018 biennial budget.

The budget amendments will be funded by grants, contributions, project budget transfers, rebudget cash reserves, and cash reserves.

Legal/Statutory Authority:

Approve to amend budget per W.S. 16-4-112. 16-4-113

BUDGET/FISCAL INFORMATION:

REVENUE

Contributions	$ 563,504	Major Capital Construction Fund (MCCF)
Project Budget Transfer	2,011,134	Water Fund ($2,000,000) General Fund ($6,534)
		Rec Center Fund ($4,600)
Cash Reserves - Rebudget	81,074	General Fund ($36,500) MCCF ($44,574)
Cash Reserves	398,303	General Fund ($49,502) Water Fund ($106,628)
		Wastewater Fund ($242,173)
Total FY 17 Sources	**$ 3,190,379**	
Project Budget Transfer	$ (2,000,000)	Water Fund
Total FY 18 Sources	**$ (2,000,000)**	

EXPENSE

Budgeted Expenditure (approved and adopted by Council)

Budget	Amount	Funds
Amendment FY 2017	$ 3,190,379	Amended Budget General Fund ($228,900)
		Rec Center Fund ($4,600) MCCF ($608,078)
		Water Fund ($2,106,628) Wastewater Fund ($242,173)
Amendment FY 2018	$ (2,000,000)	Water Fund

Responsible Staff:

Malea Brown, 721-5223

Attachments:

Budget Amendment Memo
Budget Resolution

_____ City Manager _____ City Attorney _____ Administrative Services

Resolution 2016-76

RESOLUTION TRANSFERRING UNENCUMBERED OR UNEXPENDED APPROPRIATIONS BALANCE FROM ONE FUND TO ANOTHER AND AMENDING THE APPROPRIATIONS FOR THE FISCAL YEAR 2016-2018 BIENNIAL BUDGET OF THE CITY OF LARAMIE, WYOMING

Whereas, there is a need to adjust the City of Laramie, Wyoming fiscal year 2016-2018 biennial budget to transfer unencumbered funds in order to cover items that have been authorized during the course of the year by the City Council or City Manager or to cover minor overruns that have occurred during the year. This type of adjustment is authorized by Wyoming Statute in Section 16-4-112 and Section 16-4-113.

Whereas, the City Attorney Division is requesting additional budget in 2016-2017 of thirteen thousand dollars ($13,000) for benefited leave payouts and salary differentials associated with the City Attorney transition.

Whereas, the Animal Control Division is requesting additional budget in 2016-2017 of ten thousand dollars ($10,000) for benefited leave payouts associated with a recent retirement.

Whereas, the Police Administration Division is requesting additional budget in 2016-2017 of twenty-four thousand dollars ($24,000) to cover unanticipated building maintenance expenditures for a chiller compressor replacement and water damage restoration.

Whereas, the EMS Division is requesting a budget reduction in 2016-2017 of thirty-nine thousand dollars ($39,000) to transfer certain equipment budgets to the Fire Operations division for internal management purposes.

Whereas, the Fire Operations Division is requesting additional budget in 2016-2017 of seventy-five thousand five hundred dollars ($75,500) for equipment budget transfers from the EMS division in the amount of thirty-nine thousand dollars ($39,000) and for rebudgets of equipment from the prior fiscal year for which expenditures were delayed due to the Station 2 Bay project in the amount of thirty-six thousand five hundred dollars ($36,500).

Whereas, the Fire Grants Division is requesting additional budget in 2016-2017 of one hundred fifty thousand dollars ($150,000) for the Assistance to Firefighters Grant accepted by the Council on September 6, 2016 and funded by grant revenue in the amount of one hundred thirty-six thousand three hundred sixty-four dollars ($136,364).

Whereas, the Community Development Administration Division is requesting a budget reduction in 2016-2017 of one hundred fifteen thousand nine hundred fifty-six dollars ($115,956) in order to transfer spending authority to the City Manager Division and Planning Division to reflect the departmental reorganization implemented this fiscal year.

Whereas, the City Manager Division is requesting additional budget in 2016-2017 of nineteen thousand nine hundred fifty-six dollars ($19,956) to reflect a transfer of spending authority for operating expenditures from the Community Development Administration Division.

Whereas, the Planning Division is requesting additional budget in 2016-2017 of ninety-six thousand dollars ($96,000) to reflect a transfer of spending authority for personnel expenditures from the Community Development Administration Division.

Whereas, the Parks Division is requesting a budget reduction in 2016-2017 of eleven thousand one hundred thirty-four dollars ($11,134) in order to transfer excess project budget to improvements at the Ice and Events Center and the Recreation Center.

Whereas, the Ice and Events Center Division is requesting additional budget in 2016-2017 of six thousand five hundred thirty-four dollars ($6,534) for landscaping improvements funded by a transfer from the Parks Division.

Whereas, the Recreation Center Fund is requesting additional budget in 2016-2017 of four thousand six hundred dollars ($4,600) for storage improvements funded by a transfer from the Parks Division.

Whereas, the Major Capital Construction Fund is requesting additional budget in 2016-2017 of six hundred eight thousand seventy-eight dollars ($608,078) for contract amendments on the construction of the Tungsten Heavy Powder and Parts building in the amount of five hundred sixty-three thousand five hundred four dollars ($563,504) approved by the Council on September 6, 2016 and November 1, 2016 and offset fully by contributions, for a project rebudget from the prior fiscal year in the amount of fourteen thousand three hundred eighty dollars ($14,380) to allow for closeout of the Grand Avenue Median project, and for a project rebudget from the prior fiscal year in the amount of thirty thousand one hundred ninety-four dollars ($30,194) to allow for closeout of the Cleveland Street project.

Whereas, the Water Transmission Division is requesting additional budget in 2016-2017 of two million one hundred six thousand six hundred twenty-eight dollars ($2,106,628) for additional requirements associated with a bid award on the Twenty-Inch Transmission Main Rehabilitation project in the amount of two million dollars ($2,000,000) approved by the Council on August 15, 2016 and funded by a transfer from the next fiscal year and for waterline requirements associated with a bid award on the Banner Road Sanitary Sewer project in the amount of one hundred six thousand six hundred twenty-eight dollars ($106,628) approved by the Council on September 6, 2016.

Whereas, the Wastewater Collection Division is requesting additional budget in 2016-2017 of two hundred forty-two thousand one hundred seventy-three dollars ($242,173) for project contingency on the Wastewater Master Plan in the amount of forty-two thousand one hundred seventy-three dollars ($42,173) approved by the Council on September 20, 2016 and for additional requirements associated with a bid award on the Banner Road Sanitary Sewer Outfall project in the amount of two hundred thousand dollars ($200,000) approved by the Council on September 6, 2016.

Whereas, the Water Transmission Division is requesting a budget reduction in 2017-2018 of two million dollars ($2,000,000) in order to transfer appropriated spending authority between fiscal years on the Twenty-Inch Transmission Main Rehabilitation project and approved by the Council on September 6, 2016.

Whereas, the City, pursuant to Wyo. Stat. 16-4-112, may transfer any unencumbered or unexpended appropriations balance or part thereof from one fund to another upon the request of the City Budget Officer.

Whereas, the transfer of the unexpended appropriations is permissible under Wyo. Stat. 16-4-112 and the budget may be increased pursuant to Wyo. Stat. 16-4-113;

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

Section 1. That the following amendments are to be made to the City's 2016-2017 adopted budget.

	General Fund	**2016-2017**
Increase	City Attorney	$ 13,000
	Animal Control	10,000
	Police Administration	24,000
	EMS	(39,000)
	Fire Operations	75,500
	Fire Grants	150,000
	Community Development Admin	(115,956)
	City Manager's Office	19,956
	Planning	96,000
	Parks	(11,134)
	Ice & Events Center	6,534
	Total Increase:	**$ 228,900**
Source	Grant Revenue	$ 136,364
	Project Budget Transfers	6,534
	Cash reserves – rebudget	36,500
	Cash reserves	49,502
	Total Sources:	**$ 228,900**

	Recreation Center Fund	**2016-2017**
Increase	Recreation Center	$ 4,600
	Total Increase:	**$ 4,600**
Source	Project Budget Transfer	$ 4,600
	Total Sources:	**$ 4,600**

Major Capital Construction Fund		**2016-2017**
Increase	Major Capital Construction	$ 608,078
	Total Increase:	**$ 608,078**
Source	Contributions	$ 563,504
	Cash Reserves - Rebudgets	44,574
	Total Sources:	**$ 608,078**

Water Fund		**2016-2017**
Increase	Water Transmission	$ 2,106,628
	Total Increase:	**$ 2,106,628**
Source	Project Budget Transfer	$ 2,000,000
	Cash Reserves	$ 106,628
	Total Sources:	**$ 2,106,628**

Wastewater Fund		**2016-2017**
Increase	Wastewater Collection	$ 242,173
	Total Increase:	**$ 242,173**
Source	Cash Reserves	$ 242,173
	Total Sources:	**$ 242,173**

Section 2. That the following amendments are to be made to the City's 2017-2018 adopted budget.

Water Fund		**2017-2018**
Decrees	Water Transmission	$ 2,000,000
	Total Decrease:	**$ 2,000,000**
Source	Cash Reserves	$ 2,000,000
	Total Sources:	**$ 2,000,000**

Section 2. The above amendment for the General Fund in the amount of two hundred twenty-eight thousand nine hundred dollars ($228,900) shall be adjusted to the City's 2016-2017 budget. The above amendments for the Recreation Center Fund in the amount of four thousand six hundred dollars ($4,600), the Major Capital Construction Fund in the amount of six hundred eight thousand seventy-eight dollars ($608,078), the Water Fund in the amount of two million one hundred six thousand six hundred twenty-eight dollars ($2,106,628), and the Wastewater Fund in the amount of two hundred forty-two thousand one hundred seventy-three dollars ($242,173) shall be adjusted into the City's 2016-2017 budget. The above budget reduction for the Water Fund in the amount of two million dollars ($2,000,000) shall be adjusted to the City's 2017-2018 budget.

PASSED, APPROVED, AND ADOPTED THIS 15TH DAY OF NOVEMBER

_____
ATTEST

_____
CITY CLERK

_____
MAYOR

City of Laramie
Administrative Services
P.O. Box C
Laramie, Wyoming 82073

(307) 721-5223
FAX (307) 721-5211

TO: Janine Jordan, City Manager
FROM: Malea Brown, Administrative Services Director
DATE: November 15, 2016
RE: **Resolution to amend the FY 2016-18 Biennial Budget**

Attached is a resolution to adjust the **FY 2016-18 City of Laramie biennial budget** for the City Council's consideration. The purpose of these amendments is to add funds to accounts in order to cover unscheduled expenditures for which spending authority is required, to adjust budgets for amounts already approved by the Council, or to add projects approved by the Council and fully funded by grants. These types of adjustments are authorized by Wyoming Statutes Section 16-4-112 and Section 16-4-113. A summary is listed below to keep you apprised of the budget changes.

2017-2018 Amendments

For FY 2016-17, an increase of $228,900 is requested for the General Fund. $150,000 of this amount has been previously approved by the Council, and $136,364 is offset by grant revenue. Rebudgets from the prior fiscal year total $36,500 of the request.

For FY 2016-17, an increase of $4,600 is requested for the Recreation Center Fund, which is fully offset by project budget transfers.

For FY 2016-17, an increase of $608,078 is requested for the Major Capital Construction Fund, of which $563,504 has been previously approved by the Council and is fully offset by project contributions. The remainder of the request pertains to rebudgets from the prior fiscal year.

For FY 2016-17, an increase of $2,106,628 is requested for the Water Fund, all of which has been previously approved by Council action. $2,000,000 of this request is funded by a budget transfer.

For FY 2016-17, an increase of $242,173 is requested for the Wastewater Fund, all of which has been previously approved by Council action and is funded by cash reserves.

For FY 2017-18, a decrease of $2,000,000 is requested for the Water Fund to transfer project budget appropriations between fiscal years 2017 and 2018.

Recommendation for Budget Resolution:
It is the staff's recommendation that the Council pass the resolutions to amend the FY 2016-18 biennial budget. Presented below is a brief review of major expenses pertaining to this resolution.

I. FY 2016-2017 General Fund

City Attorney: Staff recommends an increase to the 2016-17 budget in the amount of $13,000 to cover benefited leave payouts and a salary differential associated with the City Attorney transition.

Police Admin Staff recommends an increase to the 2016-17 budget in the amount of $24,000 to cover emergency repairs related to water damage restoration and replacement of the chiller compressor at the Police Department.

Animal Control: Staff recommends an increase to the 2016-17 budget in the amount of $10,000 to cover benefited leave payouts on a recent retiree.

Fire EMS: Staff recommends a budget reduction for 2016-17 in the amount of $39,000 in order to move equipment budgets between the EMS and Fire Operations Divisions for internal management purposes. No changes are being recommended to the original equipment budgets.

Fire Operations: Staff recommends an increase to the 2016-17 budget in the amount of $75,500 for equipment budget transfers totaling $39,000 and for rebudgets of the bunker and hose dryer and washer totaling $36,500.

Fire Grants: Staff recommends an increase to the 2016-17 budget in the amount of $150,000 for the Federal Emergency Management Association (FEMA) Assistance to Firefighters Grant accepted by Council on September 16, 2016 and offset by $136,364 in grant revenue.

Community Dev.: Staff recommends a budget reduction for 2016-17 in the amount of $115,956 to recognize the reorganization of the Community Development department through budget transfers to the City Manager's Office Division and the Planning Division.

City Manager's Office: Staff recommends an increase to the 2016-17 budget in the amount of $19,956 to reallocate operating expenditure budgets in light of the reorganization of Community Development. This increase is funded by a transfer from the Community Development Administration Division.

Planning: Staff recommends an increase to the 2016-17 budget in the amount of $96,000 to reallocate personnel expenditure budgets in light of the reorganization of Community Development. This increase is funded by a transfer from the Community Development Administration Division.

Parks: Staff recommends a budget reduction for 2016-17 in the amount of $11,134 to transfer excess project budgets (Washington Park Bandshell project for $2,878 and Community Service Day project for $8,256) to fund additional requirements at the Ice and Events Center and Recreation Center.

Ice & Events Center: Staff recommends an increase to the 2016-17 budget in the amount of $6,534 to cover landscaping improvements funded by a Parks division transfer.

II. FY 2016-2017 Recreation Center Fund

Recreation Center: Staff recommends an increase to the 2016-17 budget in the amount of $4,600 to cover storage improvements funded by a Parks division transfer.

III. FY 2016-2017 Major Capital Construction Fund

Capital Construction: Staff recommends an increase to the 2016-17 budget in the amount of $608,078 for the following items: $563,504 for amendments to the scope of the construction contract for the Tungsten Heavy Power and Parts Office and Manufacturing Building approved by the Council on September 6, 2016 and November 1, 2016 and fully offset by contributions; $14,380 for a rebudget of the Grand Avenue Median project to allow for Wyoming Department of Transportation close out processes; and $30,194 for a rebudget of the Cleveland Street project to accommodate final project expenditures.

IV. FY 2016-2017 Water Fund

Water Transmission: Staff recommends an increase to the 2016-2017 budget in the amount of $2,106,628 for the following items: $2,000,000 for the bid awarded by the Council on August 15, 2016 on the 20" Transmission Line Rehabilitation project funded fully by a budget transfer and $106,628 for the bid awarded by the Council on September 6, 2016 for the waterline portion of the Banner Road Sanitary Sewer Outfall project.

V. FY 2016-2017 Wastewater Fund

Wastewater Collection: Staff recommends an increase to the 2016-17 budget in the amount of $242,173 for the following items: $42,173 for an increase to the Wastewater Master Plan project budget in order to fund contingency approved by the Council on September 20, 2016 and $200,000 for the bid awarded by the Council on September 6, 2016 for the Banner Road Sanitary Sewer Outfall project.

VI. FY 2017-2018 Water Fund

Water Transmission: Staff recommends a decrease to the 2017-2018 budget in the amount of $2,000,000 to transfer spending authority allocated to the 20" Transmission Line Rehabilitation project between the fiscal years of the biennium.

VII. FY 2016-2017 Transfers

Recreation: Staff is recommending a line item transfer of funds for 2016-17 in the amount of $9,070 to reflect a change in umpire service delivery.

Parks: Staff is recommending a transfer of funds for 2016-17 in the amount of $9,293 for division-level project transfers to fund additional requirements of the Imperial Heights Park project. The transfers to the Imperial Heights Park project from the Washington Park Bandshell project were approved by the Council on June 7, 2016.

Ice & Events Center: Staff is recommending a line item transfer of funds for 2016-17 in the amount of $3,000 to reflect a change in staffing arrangement.

Water Fund: Staff is recommending a transfer of project funds in the Transmission division for 2016-17 in the amount of $20,847 from the Ongoing Waterline Replacement project to the waterline portion of the Banner Road Sanitary Sewer Outfall project.

Solid Waste: Staff is recommending a transfer of funds in the Disposal division for 2016-17 in the amount of $1,676 from a generator replacement to litter fences associated with the landfill clean-up project.

CITY OF LARAMIE REGULAR COUNCIL MEETING **November 15, 2016**

LARAMIE 1868	**Agenda Item: Amendment - Contract** **Title: Voting Delegates for the 2017 WAM Winter Workshop**

Recommended Council MOTION:

That Council move to appoint Councilor _____ as the Official Voting Delegate and Councilor _____ as the Official Alternate Voting Delegate for the 2017 WAM Winter Workshop Business Meeting.

Administrative or Policy Goal:

WAM is requesting that the City Council appoint its Official Voting Delegate and Alternate Voting Delegate to represent the City at the 2017 WAM Winter Workshop Business Meeting to be held Thursday, January 12, 2016. The 2017 WAM Winter Workshop will be held in Cheyenne, WY on January 11-13, 2016.

In June 2012, the WAM Board decided to initiate a business meeting at the winter workshop; therefore, this is fifth time request for voting delegates at the winter workshop.

In order to be eligible to cast the City's vote, Council must officially designate the delegate and alternate. The City Clerk will file the Delegate Form with WAM Headquarters.

Background:

City of Laramie is a member of WAM. Action on this request by WAM is to insure that each member municipality is represented by a person who has been duly authorized by their governing body to take an action role in the business meeting.

Legal/Statutory Authority: N/A

Responsible Staff: Angie Johnson, City Clerk

Attachments: Voting Delegate Form

Wyoming
Association of
Municipalities
Building Strong Communities

MEMORANDUM

TO: **Municipal Clerks (Please pass to Mayors and Council Members)**

FROM: Earla Checchi, Finance Manager

SUBJECT: **Voting Delegates for the 2017 WAM Winter Workshop (January 11-13, 2017)**

DATE: October 18, 2016

WAM will hold a business meeting at the Winter Workshop in Cheyenne on Thursday afternoon, January 12, 2017 at the Radisson. ***Any*** individual member of WAM is entitled to speak during the business meeting. However when a vote is taken **only the official voting delegate, or the alternate**, is allowed to vote for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and mail/scan/fax the form to WAM by Friday, December 16, 2016. We appreciate your cooperation on this matter to ensure each municipality is represented by a person who has been duly authorized by your governing body to vote at the business meeting.

If you find your official delegate is not able to attend the Winter Workshop at the last moment, you may re-appoint someone else. In order for this change to be accepted we do need the change in **writing**. You may send the attached form by fax/scan/mail to the WAM office by Friday, December 16, 2016 or your voting delegate may bring the written change/authorization to WAM Winter Workshop and submit it to the WAM registration desk **by Wednesday, January 11, 2017 before 11:00am**. After that time, changes will not be accepted.

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the winter business meeting!

315 West 27 St. • Cheyenne, WY 82001 • tel: 307.632.0398 • fax: 307-632-1942 • www.wyomuni.org

Wyoming
Association of
Municipalities
Building Strong Communities

WYOMING ASSOCIATION OF MUNICIPALITIES
2017 WAM WINTER WORKSHOP
OFFICIAL VOTING DELEGATE FORM

The following person has been selected as the *Official Voting Delegate* for the 2017 WAM Winter Workshop Business Meeting in Cheyenne, Thursday, January 12, 2017.

City/Town:_____

Name:_____

Title:_____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council:

_____

Attest:_____(City/Town Clerk)

PLEASE MAIL/SCAN/FAX TO WAM NO LATER THAN December 16, 2016

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 632-0398, Fax (307) 632-1942 or

Email to Earla Checchi at: checchi@wyomuni.org

<u>UPCOMING COUNCIL MEETINGS</u> **November 15, 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 16-19, 2016 ***NLC***

November 22, 2016
6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Work Session: City-Initiated Towing #3
6:00 p.m. – Work Session: Liquor Laws & Local Authority
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 24-25, 2016 City Holiday – Thanksgiving

November 28, 2016, Holiday Inn, Brown Room
6:00 p.m. – Work Session: Council and Albany County Legislature Meeting

November 29, 2016
6:00 p.m. – Ward Meetings: **Ward 1** – Jury Room, City Hall
Ward 2 – Council Chambers, City Hall
Ward 3 – Fire Station 2

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: Restaurant and Pool Inspection Program Future
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

December 26, 2016 City Holiday - Christmas

January 2, 2016 City Holiday – New Year's

January 3, 2017
6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

January 7, 2017
Council Retreat *(tentative)*

<u>UPCOMING COUNCIL MEETINGS</u> November 15, 2016

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

January 10, 2017

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

January 11-13, 2017

WAM Winter Workshop (Cheyenne, WY)

January 17, 2017

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

January 24, 2017

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

February 7, 2017

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

February 14, 2017

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

February 21, 2017

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

February 28, 2017

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Work Session: City Council Updates/Council Comments
6:00 p.m. – Work Session: Agenda Review
6:00 p.m. – Work Session: Public Comments

FUTURE CITY COUNCIL WORK SESSIONS 11/15/2016

~~Requested by Council Formal Action:~~
City Curb & Gutter Policy (Paulekas)
Review of Inter-Agency City/County Agreements (Hanson)
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)
*Liquor Laws & Local Authority (Paulekas)
*City Initiated Towing #3
West Side Development (Henry)
*Boards & Commissions (Pearce)
3rd Street Mobility Report (Summerville)
Rental Program (Summerville, Weaver)

~~Requested by Staff:~~
Downtown Design Guidelines Revisions (CD)
*Restaurant and Pool Inspection Program Future (Jordan)
Storm Water Program and Funding (Jaap/Jordan)
North-Side Tank Project (Smith)
Wastewater Master Plan (Smith)

* Scheduled, not held.