

CITY OF LARAMIE
PARKS & RECREATION DEPARTMENT
P.O. Box C
Laramie, WY 82073

Parks Division: (307) 721-5264
Fax (307) 721-5256
Recreation Division: (307) 721-5269
Fax: (307) 721-5284
Facilities Mgmt Division: (307) 721-3585
TDD (307) 721-5295

PARKS, TREE & RECREATION ADVISORY BOARD AGENDA

March 9, 2016

6:30 PM

Recreation Center - 920 Boulder Dr.

Consent Agenda:

1. To approve the minutes from the February 10, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (Feezer, pages 2-5)
2. To approve the MOU between City of Laramie, Wyoming and the University of Wyoming Art Museum for the provision of the "Love Motel for Insects and Pollinator Garden." (Feezer, pages 6-14)
3. To approve the Lease Agreement between the City of Laramie and Action Resources International for a term of 5 years at Fort Sanders building. (Stevenson, pages 15-51)
4. To approve the facility use agreement between Ivinson Memorial Hospital and the City of Laramie for the provision of physical therapy and personal training services for patients. (Guerin, pages 52-60)
5. To approve the facility use agreement between Open School and the City of Laramie for the provision of group swim lessons. (Guerin, pages 61-69)
6. To approve the facility use agreement between Wyoming Technical Institute and the City of Laramie for the provision of access to the Laramie Community Recreation Center for students. (Guerin, pages 70-78)
7. To approve the MOU between Laramie Colts Baseball Club and the City of Laramie for the provision of use of Cowboy Field for the 2016 season (Guerin, pages 79-88)

Motion by _____, seconded by _____, that the consent agenda be approved and that each specific action on the consent agenda be approved as indicated within the staff reports. (Items listed on the consent agenda are considered to be routine and will be enacted by one motion in the form listed above. There will be no separate discussion of these items unless a Board Member or citizen so requests, in which case the item will be removed from the consent agenda to the regular agenda.)

Regular Agenda:

1. Wyoming Open Meetings Act and Public Records Act training and orientation. (Paula Wilson-Cazier, In Packet)
2. University of Wyoming, Bike Friendly Designation and consideration of a motion to support the University of Wyoming's Bicycle Pedestrian Safety Committee and the Campus Sustainability Class's investigation into becoming a "Bicycle Friendly Community" (McCoy, pages 89-97)
3. Approval of Resolution AB2016-____, authorizing the submission of a Make-A-Splash grant for 2016 to support swim lessons scholarships for disadvantaged youth. (Guerin, pages 98-100)
4. Approval of Resolution AB2016-____, updating the 2015 Parks & Recreation Master Fee Schedule as presented. (Guerin, pages 101-120)
5. Approval of the 2016 City of Laramie West Nile Prevention Plan (Wardlaw, pages 121-130)
6. Approval of the submission of an application to Wyoming Department of Agriculture for an Emergency Insect Management Grant (Wardlaw, pages 131-165).
7. Annual Greenhill Cemetery Report as presented by staff. (Wilson, pages 166-176)

Staff Reports FYI

Parks Division Staff Report, Greenbelt Counts Report (pages 177-180)
Recreation Division Staff Report, Recreation Center Membership Report (pages 181-191)
Facilities Division Staff Report (page 192)

Advisory Board Open Items:

1. Consideration of Parks, Tree and Recreation Advisory Board Goals/Retreat for 2016. (Discussion Item)

Other business: Public Comments

Next Regular Meeting Date: Wednesday, April 13, 2016 at 6:30 pm

"A Place for All!"

**CITY OF LARAMIE
PARKS, TREE & RECREATION ADVISORY BOARD
February 10, 2016
Minutes of Meeting**

MEMBERS PRESENT: Marius Favret, Jacque Stonum, Larry Foianini, Amy Williamson, Helen Coates, Chris Dixon

MEMBERS NOT PRESENT: Jamie Le Jambre, Dave Hammond, Steve Ropp

COUNCIL LIASON: Paul Weaver

City Youth Council: Rachel Huang and Caitlin Huang (not present)

GUESTS: Vicki Henry, Brian Waitkus, Blaise Grant

CITY STAFF PRESENT: Paul Harrison, Parks & Recreation Director; Todd Feezer, Parks & Recreation Director; Jodi Guerin, Recreation Manager; Scott Stevenson, Facilities Manager; Scott Hunter, Parks/Cemetery Crew Supervisor; Randy Overstreet, City Arborist; Derek Teini, Principal Planner; Inez Wildenborg, Administrative Coordinator

The regular meeting was called to order by Madam Chair Stonum at 6:32 pm.

Consent Agenda:

1. To approve the minutes from the January 13, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board, and the January 20, 2016 Special Meeting. (Harrison, pages 3-9)
2. To acknowledge receipt of the January 2016 Recreation Center membership reports. (Color inserts, pages 102-108)
3. To approve the Adopt A Trail Along Greenbelt Park Agreement between the City and HabiTech or general cleanup of one-quarter mile section along the Laramie River Greenbelt Park. (Schott, pages 10-13)
4. To approve the Adopt A Trail Along Greenbelt Park Agreement between the City and Handel Information Technologies for general cleanup of one-quarter mile section along the Laramie River Greenbelt Park. (Schott, pages 14-17)
5. To acknowledge receipt of the Resolution approved by the City Council concerning the feasibility study for a Youth Sports Complex in Laramie. (Harrison, pages 18-20)
6. To approve the request for a fee reduction for the After Prom party at the Recreation Center from the Coalition to Prevent Substance Abuse. (Guerin, pages 21-22)
7. To approve the Memorandum of Understanding between the City and Laramie Legion Baseball Club, Inc. for use of Cowboy Field for the 2016 baseball season. (Guerin, pages 23-30)
8. To acknowledge receipt of the revenue/expense reports for the 2015 fall recreation program season. (Guerin, pages 31-39)

Motion by Williamson, second by Coates, that the Consent Agenda be approved as indicated within the staff reports. Motion carried 6-0.

Regular Agenda:

1. Introduction of appointed Board members and new Board member. (Harrison, pages 40-46)

Director Harrison introduced the re-appointment of three of The Parks, Tree, And Recreation Advisory Board Members, Jacque Stonum, Stephen Ropp, and Amy Williamson, along with the new, 1 year appointment of The Parks, Tree, And Recreation Advisory Board Member, Helen Coates.

2. Election of Board Chair and Vice-Chair for 2016. (Harrison, page 47)

Motion by Favret, second by Williamson, to re-elect Madam Chair Jacque Stonum as the Board Chair for 2016. Motion carried 6-0.

Motion by Williamson, second by Favret, to elect Larry Foianini as Vice-Chair for 2016. Motion carried 6-0.

3. Wyoming Open Meetings Act and Public Records Act training and orientation. (Paula Wilson Cazier)

Agenda Item #3 postponed until next month, due to Ms. Wilson-Cazier being unavailable.

7. Consideration of Resolution AB2016-05 to permit the placement of American Kestrel nesting boxes in undeveloped LaPrele Park and the southern loop of the Laramie River Greenbelt Trail. (Harrison, pages 59-71)

Vicki Henry gave a brief background detailing **Resolution AB2016-05** in support of the Laramie Audubon Society's mission to "promote the conservation and appreciation of birds and other wildlife through education, outreach, and habitat stewardship."

Henry described that the Laramie Audubon Society is concerned about the recent decline in population of the American Kestrel, a small raptor that hunts insects, small rodents and small birds.

Laramie Audubon Society (LAS) has received six (6) American Kestrel nest boxes produced by Bradley Wahlgren's Eagle Scout project. LAS is requesting permission to install at least four kestrel nest boxes in two (2) of City of Laramie parks, undeveloped LaPrele Park and the southern loop of the Laramie Greenbelt Trail. These areas were chosen because of the suitable open areas for hunting by kestrels, there are suitable perching sites, and kestrels have been seen in these areas.

The Laramie Audubon Society has formed a committee for the installation, maintenance and, if necessary, the removal of the nesting boxes.

With the consideration of public comment, motion by Williamson, second by Foianini, that the Parks, Tree and Recreation Advisory Board approve Resolution 2016-AB-05 in support of the proposal submitted by the Laramie Audubon Society to place American Kestrel nesting boxes in undeveloped LaPrele Park and the southern loop of the Laramie Greenbelt Trail and forward onto Council for their consideration. Motion carried 6-0.

4. Consideration of Parks, Tree and Recreation Advisory Board Goals for 2016. (Harrison, page 48)

**Parks, Tree and Recreation Advisory Board
Goals for 2015**

- 1) The Board will make recommendations and assist with the completion and adoption of the Parks and Recreation Master Plan.
- 2) The Board will encourage and support the development of open spaces, parklands, greenbelts, trails, and setting aside land for future recreational use, and will annually review the Parks and Recreation Department's six-year capital improvement plans.
- 3) The Board will encourage the planning for optimal recreational use of appropriate portions of the Monolith Ranch including the formation of a citizen Ad Hoc Advisory Committee to develop a Monolith Ranch Recreation Master Plan.
- 4) The Board will review annually and provide recommendations on fees and policies for the Recreation Center and Ice and Event Center based on the operating pro-forma.
- 5) The Board will encourage and support continuing grants for Parks and Recreation programs and operations.
- 6) The Board will encourage and support the conservation of the City's renewable water resources with emphasis on promoting water-wise native xeric plants for Laramie.

7) The Board will support continuing the Tree City USA designation.

8) The Board will make recommendations and assist with the development of a Community Forest Stewardship Plan. The Community Forest Stewardship Plan shall include revising the list of desirable trees for planting as street trees with suggested spacing and planting distances from curbs, sidewalks, and foundations, along with a list of trees not suitable for planting as street trees.

9) The Board will review and make recommendations regarding fundraisers for, and donations to the Recreation Center, Ice and Event Center, and the Recreation Center Endowment for any amount over \$500.

10) The Board will review annually the condition and status of all City parks and support the enhancement of existing park amenities.

11) The Board will work with citizen groups towards the goals of increasing open space in the northeast section of Laramie, in the Kiowa Park/Indian Ridge neighborhood.

Coates requested that the board consider adding a goal for specific dog park areas and maintenance standards.

Williamson stated the need to encourage groups to bring forward fundraising ideas and encourage other civic groups to support programs.

Favret emphasized that the Board encourage planning for optimal recreational use of appropriate portions of the Monolith Ranch, including the formation of a citizen Ad Hoc Advisory Committee to develop a Monolith Ranch Recreation Master Plan.

Williamson asked that Goal #8 be removed as it is already completed.

Favret recommended that new trees be planted in new developments.

Harrison noted that staff will incorporate these ideas and suggestions into 2016 Goals for consideration by the Board at the March meeting, with a resolution.

5. Consideration of Resolution AB2016-03 to approve and recommend approval of the draft Parks and Recreation Master Plan. (Harrison, pages 49-54)

Harrison noted that Resolution AB2016-03 of the Parks, Tree and Recreation Advisory Board for the City of Laramie, Wyoming states adopting the 2016 Parks and Recreation Master Plan in its entirety and replaces the 1982 Comprehensive plan for Parks, Recreation and Open Space: A Parks and Recreation Master Plan.

Motion by Foianini, second by Williamson, that the Parks, Tree and Recreation Advisory Board approve Resolution AB2016-03 for the adoption of the 2016 Revised Parks and Recreation Master Plan and forward the recommendation to the City's Planning Commission and the City Council. Motion carried 6-0.

6. Consideration of Resolution AB2016-04 to recommend the use of the Recreation Center gymnasium at no cost for Albany County for the 2016 primary and general elections. (Stevenson, pages 55-58)

Motion by Williamson, second by Coates, that the Board approve Resolution 2014-AB-04 authorizing a waiver of the facility reservation fees for the 2016 primary and general elections for Albany County and forward onto City Council for their consideration. Motion Carried 6-0.

8. Status report on the 2015 Public Right-of-Way Tree Assessment, from the 2007-08 Tree Assessment prepared by the Wyoming Division of State Forestry. (Overstreet, pages 72-87)

Randy Overstreet, City Arborist gave a presentation for the 2015 Laramie Right-Of-Way Tree Assessment.

Staff Reports FYI:

- Hunter presented the Parks Division staff report to the Board.
- Guerin presented the Recreation Division staff report to the Board.
- Stevenson presented the Facilities Division staff report to the Board.

New Business:

- Madam Chair, Jacque Stonum, represented the PT&R Board and presented Director Harrison with a retirement plaque and congratulated him on his pending retirement.

Meetings:

- *Next Regular Meeting Date: Wednesday, March 9, 2016 at 6:30pm

Public Comments:

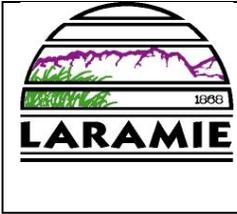
None

Meeting adjourned at 8:06 pm.

Respectfully Submitted,

Inez Wildenborg
Administrative Coordinator
Parks and Recreation, City of Laramie

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING March 9, 2016



Agenda Item: Parks

Memorandum of Understanding

Title: Memorandum of Understanding between the City of Laramie, Wyoming and University of Wyoming Art Museum.

Recommended Board MOTION:

I move to recommend that the City Council approve the Memorandum of Understanding between the City of Laramie, Wyoming and the University of Wyoming Art Museum for the provision of the “Love Motel for Insects and Pollinator Garden” located on and around the Snow Train in Depot Park.

Administrative or Policy Goal:

The Board will review annually the condition and status of all City parks and support the enhancement of existing park amenities.

Background:

The Advisory Board has previously been informed of the “Love Motel for Insects and Pollinator Garden” project to be conducted between the City of Laramie, Parks & Recreation Department and the University of Wyoming Art Museum. This project is expected to begin in May and will include the stripping of 18” to 24” of sod inside the fence on the east side of the Snow Train Display, the re-modification of the existing automated irrigation system for the purpose of providing water to new plantings, installation of glowing art panels and blue gel covers on existing flood lights and the planting of “pollinator” friendly annual and perennial plants in the stripped bed.

The City’s Responsibilities are: 1) provision of water, 2) modification of irrigation system, 3) site plan preparation, 4) electrical service, 5) inspection of display upon removal of art, 6) obtaining approval from UP, 7) soil testing.

UW’s Responsibilities are: 1) provide all materials and supplies, 2) removal of art, 3) returning snow train to condition at time of installation, 4) install and maintain timer for lighting, 5) install and maintain blue screens on existing lighting, 6) provide interpretive signage.

This project is a great team effort between the City of Laramie and the University of Wyoming Art Museum. Todd Feezer, Director of P&R has asked that upon completion of the project that the team reconvene to discuss recurrence of the project based on public input and artist recommendations.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$0.00	
Grant	\$0.00	
Agreement	\$0.00	
Agreement	\$0.00	
Total	\$0.00	

EXPENSE

Proposed Project Cost.

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

Responsible Staff:

Choose an item.

Todd Feezer, Director, Parks & Recreation Department, 721-5348, tfeezer@cityoflaramie.org

Attachments: MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
THE UNIVERSITY OF WYOMING ART MUSEUM**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “Agreement”) is made and entered into this ____ day of March, 2016 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Ivinson St., Laramie, Wyoming 82070 and the University of Wyoming Art Museum (hereinafter referred to as “UW”) whose address is Department 3807, 100 E. University Avenue, Laramie, Wyoming 82071 (hereinafter collectively referred to as “Parties”).

2. Purpose. The purpose of this Agreement is for the Parties to create and maintain the “Love Motel for Insects and Pollinator Garden” located on and around the Snow Train in Depot Park during the 2016 growing season. In consideration of matters described above, and the mutual benefits and obligations set forth in this agreement, the parties agree as follows.

3. Term of Agreement and Required Approvals. This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from the date of execution through June 30, 2017 unless otherwise terminated or extended as outlined herein.

4. Consideration. This Agreement is not expected to require the expenditure of any funds from one of the Parties of the other Party, but the mutual promises contained herein are acknowledged by the parties to be good and sufficient consideration.

- 5. Responsibilities of City.** City is responsible for the following:
- A.** City shall provide potable irrigation water for seasonal plant material at no cost to UW.
 - B.** City shall modify the current irrigation system and install quick connects for the purpose of automatic watering the Pollinator Garden.
 - C.** City shall provide a site plan for the Pollinator Garden.
 - D.** City shall provide and pay for electrical service to the Snow Train Art pieces.
 - E.** City shall inspect the Snow Train within thirty (30) days after the termination of this Agreement and submit in writing any repairs to the Snow Train as caused by the Love Motel for Insects Art Project.

F. City shall submit a site plan and electrical plan to Union Pacific for permission to construct in-ground improvements.

G. City shall provide soil testing results to UW prior to the construction of the Pollinator Garden.

6. Responsibilities of UW. UW is responsible for the following:

A. UW shall supply all materials and supplies for the creation of the Love Motel for Insects on the Snow Train and Pollinator Garden.

B. UW shall be responsible for the removal of all Love Motel for Insects material and supplies prior to the termination of this agreement.

C. UW shall be responsible for returning the Snow Train to the existing conditions prior to installation of the Love Motel for Insects.

D. UW shall install and maintain a timer for illumination from dusk for a period of three (3) hours.

E. UW shall install and maintain blue screening on existing flood lights and remove at the termination of this Agreement as described in 5E, 6B, and 6C.

F. UW shall, at its discretion, provide interpretive signage with City review and written approval.

7. Responsibilities of Parties.

A. The Parties agree that the Love Motel for Insects and the Pollinator Garden shall remain open and accessible to the public at all times under the Laramie Municipal Code, chapter 12.48.010, closed areas.

B. The Parties agree that prior to the execution of this Agreement that the Laramie Railroad Depot Association approve the project.

8. Special Provisions.

A. Insurance.

(i) The City is a self-insured governmental entity and a member of a statutory self-insurance pool, Wyoming Association of Risk Management, with statutory limits for liability and such immunities from liability as are permitted by statute. Such liability coverage extends to its employees, agents and representatives as provided by the relevant statutes and it is intended that such coverage apply to all occurrences which may arise under this Agreement. All

claims arising hereunder shall be processed as specified in Paragraph 8 of this document.

(ii). UW agrees to maintain in effect self-insurance or liability insurance with statutory limits and such immunities from liability as are permitted by statute. Such liability coverage extends to its employees, agents and representatives as provided by the relevant statutes and it is intended that such coverage apply to all occurrences which may arise under this Agreement. All claims arising hereunder shall be processed as specified in Paragraph 8 of this document.

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

C. Ownership of Documents/Work Product. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Agreement are at all times the property of the Parties.

D. Indemnification. Each of the parties in the Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

E.

F. 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.

G. Governmental Claims. The University and City do not waive their sovereign immunity or governmental immunity by entering into this MOU and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against either Party under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et. seq.

H. Interpretation. The Parties hereto agree that (i.) the laws of Wyoming shall govern this Agreement, and (ii.) any questions arising hereunder shall be construed according to such laws, (iii.) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

I. Termination. Either party to this Agreement may terminate such by giving notice of not less than thirty (30) days in writing of official action that has been taken by the

governing body of the party which terminates the Agreement.

J. 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 shall identify City and UW as the sponsoring agency and shall not be released without prior written approval from City and UW.

K. Limitation of Payments. City's obligation to pay UW for services rendered pursuant to this Agreement is conditioned upon the availability of City's funds which are allocated to pay the University. If funds are not allocated and available to pay the University for these services, City may terminate this Agreement at the end of the period for which the funds are available. City shall notify the University at the earliest possible time if this Agreement will or may be affected by a shortage of funds. No liability shall accrue to City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit City to terminate this Agreement in order to acquire similar services from another party. UW shall be paid for all services provided and expenses incurred prior to receipt of any such notification that City was terminating the Agreement because of a shortage of funds.

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

T. City Policies. UW acknowledges familiarity with the City Policies as applicable to this contract and listed below:

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

(ii). Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

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

N. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or

negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

O. Entirety of Agreement. This Agreement, consisting of seven (7) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

P. Liaison and Notice City's and UW's Designated Representatives.

(i) City's designated representative is Todd Feezer, Parks & Recreation Director, P.O. Box C Laramie, WY 82073: telephone number: (307) 721-5260 and facsimile: (307) 721-5284 or his/her designee.

(ii) UW's representative is Susan Moldenhauer, 2111 Willet Drive, Laramie, Wyoming 82071: telephone number: (307) 766-6622 and facsimile: (307) 766-3520 or his/her designee.

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

INTENTIONALLY LEFT BLANK

DRAFT

IN WITNESS WHEREOF, the Laramie City Council or the City Manager has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and UW has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Janine Jordon, City Manager

Attest: _____
Angie Johnson
City Clerk

UNIVERSITY OF WYOMING ART MUSEUM:

Recommended by:

By: _____

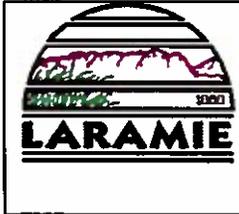
Title: _____

UNIVERSITY OF WYOMING

By: _____

Title: _____

Witness: _____



Agenda Item: Facilities

Agreement

Title: A lease agreement between the City of Laramie and Action Resources International dba Feeding Laramie Valley

Recommended Board MOTION:

I move that the Advisory Board recommend that City Council approve the Lease Agreement between the City of Laramie and Action Resources International for a term of five years.

Administrative or Policy Goal:

The Board will encourage and support the development of open spaces, parklands, greenbelts, and setting aside land for future recreational use, and will annually review the Parks and Recreation Department's five year capital improvement plans.

The Board will review annually the condition and status of all City parks and support the enhancement of existing park amenities.

Background:

The Fort Sanders building is an historic structure that was originally a barracks for soldiers at Ft. Sanders that was located just south of Laramie. The building was donated to the City, and was moved to LaBonte Park in approximately 1964. Ft. Sanders served as the Recreation Department administrative offices and program activity building from 1965 to approximately 1999. In 2001, the building was leased to the Wyoming Children's Museum and Nature Center until the lease was terminated by the Children's Museum in 2010.

Requests for Proposals for repurposing the building were issued in January of 2013 and three proposals were received. Proposals from Peak Wellness Center, Montessori Children's House Preschool, and Feeding Laramie Valley were reviewed and ranked by a team of City staff. The staff recommended that a possible partnership, suggested by Montessori Children's House Preschool, for shared use of the building between the Montessori Children's House Preschool and Feeding Laramie Valley be considered.

Both the Montessori Children's House, and Feeding Laramie representatives presented their proposals to the Advisory Board in February of 2013. The representatives briefly spoke of the challenges that a shared use of the building would present to both parties. The board directed that both parties meet with City staff to discuss shared use of the building. Because of the many potential conflicts and concerns brought up in this meeting staff recommended that each organization meet with their respective Boards and decide if they wanted to further pursue shared use, or if they would prefer to move forward with their original, sole use proposals.

On March 6, 2013 Feeding Laramie Valley contacted City staff and the Montessori Children's House to inform all parties that they would be pursuing sole use of the building. To that end FLV submitted an updated proposal for sole use of the building, including a revised lease fee proposal.

The staff again conferred with the original members of the review panel after these developments, and the panel agreed that both organizations impacted the Laramie community in positive ways. However, in reviewing the overall reach of each organization, in terms of individuals directly impacted by their work, Feeding Laramie

Valley clearly provided services to more Laramie citizens. In light of this, staff recommended that the Advisory Board accept the revised proposal from Feeding Laramie Valley.

Representatives from both organizations attended the March, 2013 Advisory Board meeting to answer any questions in reference to their proposals. After listening to both organizations' presentations and discussing the matter, the Advisory Board voted 6-3 to accept the revised proposal from Feeding Laramie Valley for the lease of the Fort Sanders Building.

The original Lease Agreement had a term of three years and is due to expire May 31, 2016. Per the agreement, Feeding Laramie Valley has provided written notice of their intention to extend the lease, and have requested that the term of the new lease be five years, expiring on May 31, 2021, and that the costs and obligations remain the same.

Parks and Recreation staff feel that Feeding Laramie Valley has followed through with their obligations under the agreement and have provided a great benefit to the citizens of Laramie.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$4,800.00	Annual lease fee @ \$400 per month
Total	\$4,800.00	

Responsible Staff:

Todd Feezer, Parks and Recreation Director, 721-5260, tfeezer@cityoflaramie.org

Scott Stevenson, Facilities Maintenance Manager, 721-3585 sstevenson@cityoflaramie.org

Attachments:

Intent to extend lease letter dated December 5, 2015

Lease Agreement with Action Resources International dba Feeding Laramie Valley

Action Resources International

P.O. Box 536 • Laramie, Wyoming 82073

gayle@actionresources.ngo • 307.399.3815

Gayle M. Woodsum, President/CEO

December 5, 2015

Paul Harrison
Director, Parks and Recreation
City of Laramie
P.O. Box C
Laramie, WY 82073

RE: 968 N. 9th Street
Fort Sanders Building Lease Renewal

Dear Paul,

I'm writing to request renewal of the lease agreement between the City of Laramie and Action Resources International for the building known as the Fort Sanders Building, located at 968 N. 9th Street. The current lease is due to expire May 31, 2016, and we want to ensure uninterrupted, continued use of the building, following the same goals and objectives of the current lease. We are requesting a five-year extension of the lease, to run from June 1, 2016 through May 31, 2021, and for the cost and obligations of the lease to remain the same as what is currently in place.

Building Community Use Review

Action Resources International (ARI) has greatly enjoyed our use of the Fort Sanders building over the last three years. We're very happy to report that the overriding desire for the building to be utilized in ways that provide for community benefit in as broad a scope as possible, has exceeded even our expectations.

The core program housed at the Fort Sanders building under the current lease, continues to be the community-based food security organization known as **Feeding Laramie Valley (FLV)**. FLV works to increase access to fresh fruits and vegetables for Albany County through various projects that include food production, produce collection, distribution and sharing with people struggling with food insecurity, as well as with other agencies that provide emergency food service (including the Interfaith Good Samaritan Food Bank and the Laramie Soup Kitchen). The program also offers education on food insecurity and local food production; supports and develops community gardens in Laramie; generates collaborative projects to increase food security throughout Albany County and across Wyoming. These efforts include the educational, productive and beautiful food-growing gardens that now surround the Fort Sanders building. FLV conducts numerous free educational and celebratory events for the community at the building throughout the year, including an annual "Food and Fun in the Park" event each

August, that includes free lunch, games and displays, and multiple educational booths from other local nonprofit organizations.

In addition, the Fort Sanders building is used regularly by other community based organizations. Every Tuesday evening, International Folk Dancing is taught and enjoyed by an average of 20 people a night throughout the year. As a side note of interest, this group began during the 1970s, also meeting in the Fort Sanders building. It was resurrected a couple of years ago, thrilled to find the building once again available to them. They vehemently state that the floor of the main room, despite its aged and wavy look, makes for the best dance surface in town.) Every Wednesday morning, an early-riser yoga class is taught in the building's main room for a half dozen or so people. Both these community opportunities are offered to participants on a donation basis or for free. The dancers make a donation to ARI to help offset the cost of utilities, and the yoga group currently uses the building at no charge because of the small nature of the class that is offered for free.

Also throughout the year, nonprofit organizations utilize the building for meetings, workshops and small events. Many use the building at no cost to them, others who are able, contribute to ARI on a sliding scale basis to help offset ARI's building costs. The nutrition education program known as Cent\$ible Nutrition, provided a free 8-week class in the building in the summer of 2015.

In September of 2015, ARI added a new program to its nonprofit community benefit work, by taking on the highly regarded and successful Foster Grandparent Program (FGP), which recently lost its long term sponsor. The Foster Grandparents of the Wyoming Rockies provides educational and support benefit to two groups of people: low income elders who serve as support educators in the school system and other educational settings, and children with special needs to improve their school readiness and/or school based learning. FGP serves 25+ elders in Albany, Carbon, Uinta, Lincoln, Sweetwater, Sheridan and Johnson Counties, and well over 100 children. The program has a dozen grandparents and over half a dozen school and preschool sites in Albany County. This project has brought additional community activity to the Fort Sanders building, where local community members come to learn about and enroll in the program, partake in training sessions there, participate in cross-over program participation by picking up fresh produce shared by Feeding Laramie Valley.

Building Maintenance and Improvements

ARI worked closely with Laramie Parks and Recreation as they completed final details for renovation work on the Fort Sanders building as allowed by a dedicated renovation grant to the City of Laramie. Since that time, ARI has overseen and covered the cost of ongoing building improvements that include extensive painting throughout the indoors and on the front porch, repairs to things like leaky sinks and toilets, and near completion of a full renovation of the previously untouched back room, including floor to ceiling removal of crumbling plaster walls and ceiling, replaced by sheet rock. Storage shelving has also been added there.

A recent grant to ARI will allow for kitchen upgrades in the direction of establishing a commercial kitchen in the building. (The building currently offers only two kitchen

sinks.) This will increase Feeding Laramie Valley's capacity for teaching nutrition and other food security related lessons to the community, to increase its own ability to provide fruits and vegetables to people living with food insecurity in Albany County, and to allow qualified community members and groups to have access to kitchen use. Plans for those upgrades will soon be submitted to Laramie Parks and Recreation to begin the proper channels of approval for these upgrades.

Lease Renewal

Action Resources International has had no difficulty in upholding its lease obligations (including the monthly lease cost, required maintenance and insurance coverage), and has enjoyed a productive, positive working relationship with the attentive members of Laramie Parks and Recreation, City of Laramie building and grounds staff, under the supportive and helpful guidance of Director Paul Harrison. Recent acquisition of nonprofit program contracts for ARI and FLV that include small contributions toward indirect costs, ensure ARI's ability to continue with our current financial obligation to the City of Laramie for use of the Fort Sanders building.

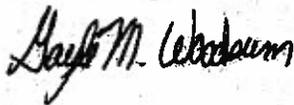
We are happy to have demonstrated our ability to maintain the Fort Sanders building as a beloved building of historical community use, serving the people of this community in diverse and valuable ways. In this light of ARI giving to the community while remaining a small but respected nonprofit organization, as well as receiving the honor and benefit of serving as the building's stewards, we request that the financial and other obligations as outlined in the current building lease remain at the same level.

As stated in the beginning of this letter, we are requesting a five-year extension of the lease between the City of Laramie and Action Resources International, to run from June 1, 2016 through May 31, 2021, and for the cost and obligations of the lease to remain the same as what is currently in place.

Thank you for what you have given Action Resources International and its programs Feeding Laramie Valley and Foster Grandparents of the Wyoming Rockies, and to the community at large, by allowing us to utilize the Fort Sanders building in this way. We look forward to many more years to come.

If you have any questions or need additional information from me, please let me know. I'm available for in-person presentation or discussion as you might desire.

Most Sincerely,



Gayle M. Woodsum
President/CEO
Action Resources International

**FT. SANDERS BUILDING LEASE
BETWEEN CITY OF LARAMIE, WYOMING
AND
ACTION RESOURCES INTERNATIONAL**

1. **Parties.** This agreement is made and entered into this ___ day of May, 2016, by and between City of Laramie, Wyoming, a Wyoming municipal corporation (City), whose address is City Hall, 406 Iverson Avenue, Laramie, Wyoming 82070 and Action Resources International, (Lessee), whose address is P.O. Box 536, 314 S. 3rd Street, Laramie Wyoming, 82073.

2. **Purpose of Lease.** City is the owner of the Ft. Sanders building at 968 N. 9th Street in LaBonte Park and desires to lease the premises described in Paragraph 3 to the not for profit organization Action Resources International to offer a variety of unique community based projects such as Feeding Laramie Valley and Foster Grandparents of the Wyoming Rockies, that seek to increase food security and general public health and wellness in Albany County. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

3. **Land Description.** The premises consist of a building located at 968 North 9th Street hereinafter referred to as Ft. Sanders building in Albany County as depicted in Exhibit A, which is attached hereto and incorporated herein, which is owned by the City.

4. **Term of Lease.** City agrees to lease to Lessee the premises for a term of five (5) years commencing on June 1, 2016 to May 31, 2021, or until terminated as provided in this lease agreement, on the terms and conditions set forth in this Lease.

5. **Payment.**

5.01. Lessee agrees to pay City the sum of four hundred dollars (\$400.00) per month as rental for the premises.

5.02. Payment by Lessee to City is due and payable in two (2) equal semi-annual installments of two thousand four hundred dollars (\$2,400.00) each, payable on or before June 1st and December 1st of each year in advance. Any payments not made in a timely manner shall bear interest at the rate of one and one-half percent (1 ½%) per month until paid in full.

6. **Responsibilities of Lessee.**

A. **Duties.** In addition to the agreements covered in this lease, Lessee agrees:

1. To keep building, and other improvements on the premises in as good repair and condition as they are at the commencement of the lease, or in as good repair and condition as they may be put by City during the term of this lease, ordinary wear, loss by fire, or unavoidable destruction excepted.

2. Lessee may remove any temporary structure placed upon the premises by Lessee, provided that if such removal is not accomplished within thirty days after the termination of this lease or extended term, then temporary structures placed upon the premises become the property of the City.

3. Lessee agrees to repair any damage to the leased premises, and/or irrigation systems caused by Lessee's removal of temporary structures and improvements.

4. Lessee agrees to carry insurance as Lessee determines is necessary for its protection and the protection of the contents of the building. The City is not obligated to insure Lessee's operation, persons on the premises with Lessee's permission, or building and property contents.

5. Lessee agrees that it shall pay all utilities against the premises when charges are due, including (without limitation) water, sanitary sewer, telephone, electricity, natural gas, internet, and cable television.

6. The Lessee shall pay for all landscape irrigation water usage that exceeds the five (5) year historical average of 40 units each calendar year in the landscape areas between the Ft. Sanders building and the parking lot.

7. Lessee agrees to use the building for purposes of advancing a coalition effort to support, create, and implement a variety of unique community based projects that seek to increase food security in Albany County in accordance with the Feeding Laramie Valley proposal, dated March 8, 2012, and entitled Exhibit B, which is attached thereto and incorporated herein, as well as additional projects similarly designed to promote cooperative community efforts to advance general public health and wellness in Albany County as exemplified in the Action Resources International lease renewal request, dated December 5, 2015, and entitled Exhibit C, which is attached thereto and incorporated herein.

8. Lessee agrees to remove snow and ice from the sidewalks, ramps, and stairs adjacent to the building, within twenty four hours after snowfall or ice formation, in accordance to LMC 12.08.020.

9. Lessee agrees that it is responsible for compliance with all applicable State and Federal law, and that it will not permit the premises to be used in violation of any law or ordinance of for any illegal purposes.

10. Lessee agrees to be responsible for all building maintenance and repairs, including light bulbs and fixtures, normal wear and tear excluded, up to \$500.00 per maintenance or repair item.

11. Lessee shall be responsible, at Lessee's sole expense for all items occasioned by Lessee's negligence or the actions of persons on the premises with Lessee's permission.

12. Maintenance or repair items which exceed \$500.00 per occurrence need not be performed by Lessee. The City may, in its discretion, determine to make or not to make repairs or do maintenance for items which exceed that amount. If the City determines to make repairs or do maintenance for items which exceed \$500.00, Lessee shall contribute \$500.00 per item or occurrence toward the cost of the work. Lessee's obligation to contribute does not extend to substantial mechanical or structural repairs. If the City determines not to make repairs or do maintenance above \$500.00, Lessee may contract to have the repairs or maintenance completed by a licensed professional if it wishes, at its own expense.

13. Lessee agrees that it shall permit no liens to be filed against the premises or any portion thereof on account of the work done or materials furnished. The filing of any lien is an event of default under this lease.

14. Lessee agrees to be responsible for the maintenance and care of the landscaping and areas between the building and the parking lot surrounding all sides of the Ft. Sanders building.

15. The Lessee shall request in writing and submit written plans and specifications for all improvements to the building, and areas between the building and the parking lot surrounding all sides of the Ft. Sanders building. The City will not unreasonably withhold permission. Lessee agrees that any work completed by lessee shall conform to all applicable building codes, and meet all the requirements within the approved Conditional Use Permit.

16. Lessee agrees not to sublet or lease all or part of the building without first obtaining written permission from the City. Hourly or daily, short term rentals by other groups or organizations are permitted without written permission from the City.

17. Lessee agrees that the City may enter the building without advance permission from time to time to inspect the premises and to do maintenance work and repairs as necessary.

18. The Lessee may set its own hours of operation and hours when the building is open for use.

7. Responsibilities of City.

A. City reserves all rights concerning the Ft. Sanders building except those, which it has specifically agreed to lease to Lessee. Specifically, City reserves:

1. The right to order the sale of all or any portion of the premises at any time, subject to this lease;

2. To be responsible for snow removal from the Ft. Sanders Parking lot as is reasonably possible within the City's Parks and Recreation Department scheduling and manpower requirements.

3. The right to hold, sell, appropriate or otherwise dispose of any improvements of any character owned by City upon the premises, to ensure the payment of rentals, damages or other expenses accruing to City by virtue of this lease.

4. The City shall be responsible for all structural building repairs, including building mechanical, electrical, plumbing, and heating systems.

5. The right to enter in and upon the premises at any time for purposes of inspection, maintenance or management;

6. The City will not schedule any activities within the Ft Sanders Building without first obtaining permission from the Lessee.

7. All rights not expressly granted to Lessee by this lease are reserved to City.

8. To provide such insurance coverage as the City determines to be necessary to insure the premises against fire, wind, hail, vandalism, and other risks, as determined by the City Council. Proceeds of insurance received by the City will be expended as determined in the sole discretion of the City Council, and may or may not be used to repair or reconstruct Ft. Sanders building. If the premises are substantially destroyed by any cause, and if the City determines not to repair or reconstruct them, then this Agreement terminates without any further responsibility of the parties under this Agreement. The City Council will consider the needs of the community in determining whether or not to repair or reconstruct the premises.

9. The City agrees to be responsible for the maintenance and landscaping of LaBonte Park, consistent with the City's policies and budget from time to time.

10. The City shall be responsible for the maintenance and operation of the underground irrigation system that serves the bluegrass turf around the building between the Ft. Sanders building and the parking lot. The City shall pay for all landscape irrigation water usage by the Lessee less than or equal to the five (5) year historical average of 40 units each calendar year in the landscape areas between the Ft. Sanders building and the parking lot.

11. If Lessee shall have faithfully performed all terms and conditions of this Lease, then the City shall grant the option to extend this Lease upon

termination for another term of five (5) years if Lessee by delivering written notice of its intention to extend this lease to the City on or before ninety (90) days before the expiration of the term, except that the City may increase the annual rental payment in its discretion.

8. General Provisions.

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

B. Applicable Law/Venue. The interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

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

D. Compliance with Law. Lessee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Lease.

E. Entirety of Lease. This Lease, consisting of eight (8) pages including exhibits A, B, and C consisting of twenty four (24) pages represents the entire and integrated Lease between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

G. Liaison and Notice City Representative & Lessee's Representative.

(i) City Representative is Todd Feezer, Parks and Recreation Director, telephone number: (307) 721-5260, email: tfeezer@cityoflaramie.org and facsimile: (307) 721-5284.

(ii) The Lessee's Representative is Gayle M. Woodsum, President, Action Resources International, telephone number: (307) 399-3815, email: gayle@actionresources.ngo and facsimile: N/A.

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

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

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

J. Assumption of Risk/Indemnification. Lessee shall assume all risks and liabilities, whether or not covered by insurance, for loss or damages to the leased premises, in any manner arising out of or incident to Lessee's possession, use, enjoyment, operation or condition of the leased premises, whether such injuries or death result with respect to agents or employees of Lessee or of third parties, and whether such property damage is to Lessee's property, City's property or the property of others. Lessee assumes responsibility for and agrees to indemnify, protect, save and hold harmless City from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) and negligence of whatever kind and nature, imposed on, incurred by, or asserted against City which in any way relates or arises out of Lessee's possession, use, enjoyment, operation, or condition of the leased premises unless caused solely and intentionally by City or its agents.

K. Insurance. The Lessee shall maintain the following insurance:

(i) Commercial General Liability Insurance. The Lessee shall maintain coverage, during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general aggregate.

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

M. Termination of Lease. Either party may terminate this lease with or without cause upon thirty (30) day notice to the other party.

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

O. Time is of the Essence. Time is of the essence in all provisions of the Lease.

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

Q. Waiver. The waiver of any breach of any term or condition in this Lease shall not be deemed a waiver of any prior or subsequent breach.

R. Attorney's Fees. In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Lessee has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

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

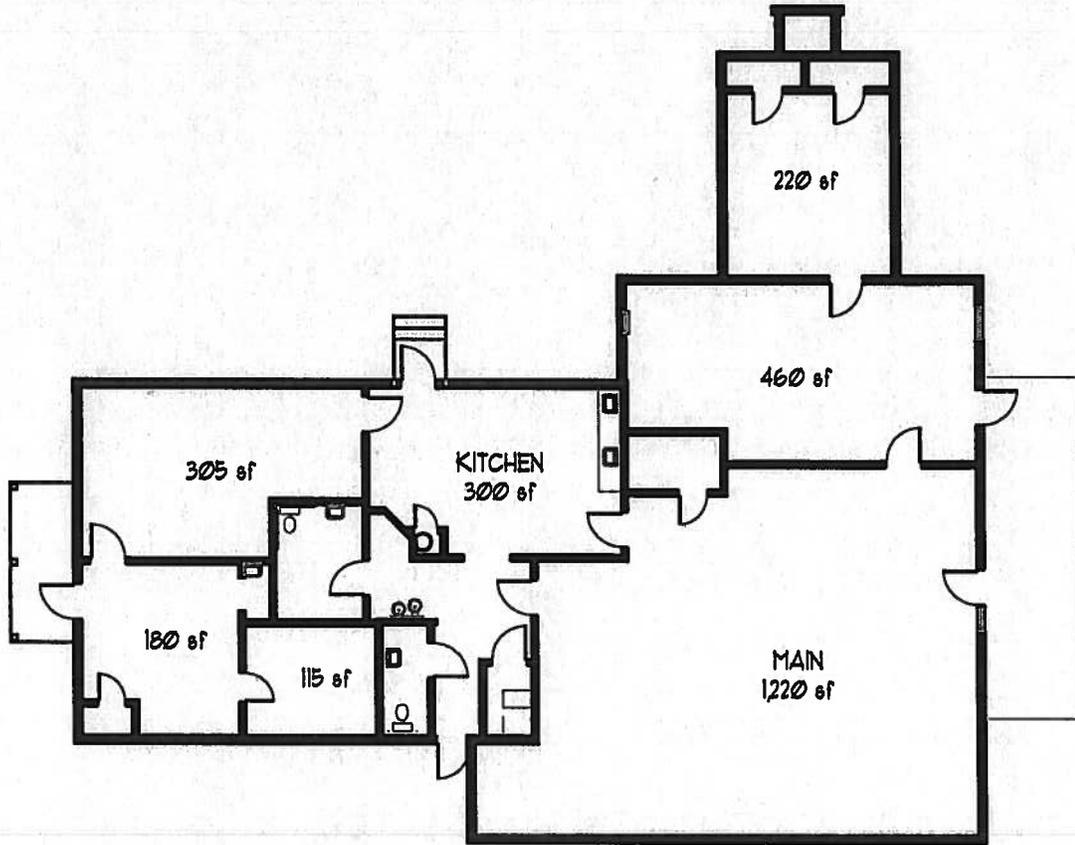
Attest: _____
Angie Johnson
City Clerk

LESSEE: ACTION RESOURCES INTERNATIONAL

By: _____
Gayle Woodsum, President

Witness _____

EXHIBIT A



FLOOR PLAN
1/8" = 1'-0"

6/18/2012 4:34 PM_Chris Roberts_g:\projects\fort sanders center\fort sanders\sheets\11-0113-a-1 floor plan

GERTSCH-BAKER at Hunter Hall
ENGINEERING 104 south 4th street
& **DESIGN** inc. suite 100
Architects • Engineers laramie, wyo 82070
(307) 742-6116

FORT SANDERS CENTER

DRAWN BY: CMR
DATE: 19 Jun 12

FLOOR PLAN

A-1

EXHIBIT B

Fort Sanders Building in LaBonte Park Lease Fee Proposal from Feeding Laramie Valley

Updated and Revised March 8, 2012

(as fiscally sponsored by Action Resources International)

Lease Fee Proposal

Feeding Laramie Valley and its fiscal sponsor Action Resources International (ARI) request a lease for the entire building at a rate of \$400 per month.

ARI agrees to fully cover the cost of monthly utilities and ongoing repairs and maintenance as negotiated in the final lease.

Lease Length Proposal

FLV/ARI propose a three-year lease, payable in six-month increments beginning April 1, 2013 (pro-rated if necessary to coincide with actual occupancy) with a built-in option to renew for an additional three years or more.

Capital Improvement Plans and Lease Fee Credit

It is part of FLV/ARI's strategic plan to procure private grant funding for major capital improvements of the Fort Sanders Building, in particular the installation of a commercial kitchen to expand FLV's program services and be made available as possible for community use.

We propose as part of our Lease Fee agreement that any capital improvements to the Fort Sanders Building in excess of \$500 and as approved in advance by the City of Laramie, be credited back at a rate of 100% to FLV through its fiscal sponsor Action Resources International, against ongoing lease payments due.

Financial Security

Feeding Laramie Valley (FLV) has been developing innovative community support for working toward sustainable food security in Albany County, Wyoming since early 2010. As outlined in detail in the full RFP narrative for proposed use of the Fort Sanders Building, the program is independently funded by a USDA/AFRI grant known as Food Dignity, and other funding sources through the end of March, 2016. In addition, FLV is a Co-Principle Investigator in a pilot action research project known as Growing Resilience, which is providing gardens and gardening support to families and then working with them to measure health benefits gained from those gardens. The project is designed to evolve into a strong proposal for a major, long-term project funded by the National Institutes of Health.

Anticipated Continued Grant Funding

From the growing local support for the program, the leveraging capabilities being offered as a result of FLV's national participation in the Food Dignity grant, and new

pilot research projects already being funded with anticipated expansion in 2014 and 2015, we are secure in the belief that this deeply community based program will continue to be funded beyond 2016.

There are more than a half dozen local, regional and national grant applications in the pipeline for FLV project launching.

Independent Funding

It is FLV's ongoing goal to serve as an agent for cooperation between existing agencies addressing food insecurity in Albany County. It is not an outside agency funded by the City or County and has no plans to seek ongoing operational funding through that route, but to rather ultimately create internal sustainable funding streams through unique job training and local food production efforts.

Sustainable funding is anticipated through several avenues: the development of internal revenue streams through occasional community use of the Fort Sanders Building set up specifically to help underwrite costs generated by building use; entrepreneurial business projects including sliding scale home based gardening assistance, retail sales conducted at farmers markets and online; job training businesses such as pick-your-own vegetables at an FLV run production garden. Semi-annual special events will also generate ongoing independent funding; ongoing expressed interest from local civic organizations in helping to financially support FLV.

Examples of Feeding Laramie Valley's success with developing new avenues of support include the following: the organization has purchased a truck by successfully conducting a 30-day Kickstarter fundraising campaign through which twice the amount of the original goal was raised; the organization has also recently been contacted by two separate entities wanting to discuss their desire to offer us free use of gardening space in one instance and use of a commercial greenhouse in another.

Submitted by
Gayle M. Woodsum, President
Action Resources International
P.O. Box 536
Laramie WY 82073
307.399.3815

Feeding Laramie Valley

Unduplicated Service Numbers for 2011 and 2012

Total Unduplicated Individuals Participating in Feeding Laramie Valley Programs

2011: 665

2012: 1260

Numbers by Program

Shares

(fresh food collection and distribution)

2011

of recipients

253

of donors

50

2012

of recipients

312

of donors

348

Gardening

(community garden mentoring, management and support)

2011

of individual gardeners assisted

24

2012

of individual gardeners assisted

34

Gardening & Food Security Workshops, Events and Presentations

2011

of participants

200

2012

of participants

375

Children's Food Production Program Assistance

(FLV provided staff and volunteer assistance to LaBonte Outdoor Learning Center and several school gardening workshops and projects)

2011

of participants

50

2012

of participants

58

Food Chronicles

(stories of local food production)

2011

of interviewees

10

2012

of interviewees

15

FLV Sponsored Student/Community Projects

2011

of participants

40

2012

of participants

55

Community and Student Volunteers for Community Food Projects

2011

of volunteers

38

2012

of volunteers

29

Minigrant Recipients for Community Food Projects

2012

of recipients

4

Community Based Participatory Research

(Team GROW Pilot – garden measures research – full expansion of research in 2013)

2012

of participants

7

Feeding Laramie Valley
a community based not-for-profit program
*supporting and promoting community food projects in Albany County, Wyoming**



a proposal for
Repurpose of the Fort Sanders Building
located in LaBonte Park
at 968 North 9th Street
Laramie, Wyoming

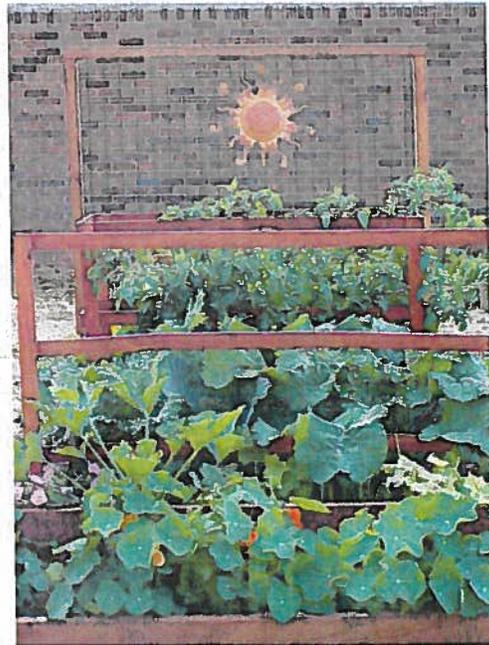
Submitted by:

Gayle M. Woodsum, President
Action Resources International
P.O. Box 536
Laramie, WY 82073

Contacts:

Gayle Woodsum
307.399.3825
feedinglarvalley@aol.com

Peggy McCrackin
Program Director, Feeding Laramie Valley
307.399.1802
peggymccrackin@gmail.com



***Feeding Laramie Valley is fiscally sponsored and overseen by Action Resources International, a Wyoming based 501(c)(3) organization dedicated to ending violence and promoting safety through a variety of community strengthening efforts that are community based, designed and led.**

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Executive Summary

An Overview of Feeding Laramie Valley

Feeding Laramie Valley (FLV) is a not-for-profit program advancing a coalition effort to support, create and implement a variety of unique community based projects that seek to increase food security in Albany County.

Since late 2009, FLV has taken a leading role in working cooperatively with other community led organizations, traditional agencies and individual community members to accomplish a number of cutting edge projects that are working to make food equality a sustainable reality for our citizens.

Together with Laramie Rivers Conservation District, we created and continue to manage the mentoring LaBonte Park Community Gardens beside the LaBonte Outdoor Learning Center, the first community garden to be housed in a Laramie City Park (under the auspices of the City of Laramie and Laramie Parks and Recreation). We provide an ongoing volunteer corps for assistance with LRCD's children's program there. FLV has also provided financial and volunteer assistance in the development of four additional community and neighborhood gardens, and developed our own production garden that serves as a teaching site and provides fresh garden produce to a number of food insecure individuals and families in the area. In ongoing partnerships, FLV offers training, education and general mentoring for local gardeners, the annual educational conference sponsored by Laramie Local Foods, and several University of Wyoming student projects that provide service learning opportunities within the community. By recently offering a pilot round of minigrants to individuals interested in creating food projects of benefit to the community, FLV is working under the guidance of newly emerging community leaders to create a design for an ongoing minigrant program.

With great visibility and success, Feeding Laramie Valley Shares is a project that has grown rapidly since its start in 2010. By staffing a booth at each of the local farmer's markets, FLV collects donations of the finest of fresh produce and other food from market shoppers, local gardeners and the farmers market vendors themselves. The produce is then sorted and delivered to a growing number of recipients who would otherwise not have access to that kind of high quality, super fresh local foods. And in our ongoing goal to create sustainable food access, 2013 will see FLV assisting traditional food donation agencies in growing their own gardens and enabling food recipients to learn how to grow their own food for long term solutions beyond emergency food giving programs.

Feeding Laramie Valley has accomplished all this and more in just three years of existence. It has procured funding and national attention in the form of a partnership in the Five-Year USDA/AFRI Food Dignity grant, and individual project support through a variety of private donors and foundation support that is expected to continue to grow.

Feeding Laramie Valley's Need for the Fort Sanders Building

Of particular note is the fact that Feeding Laramie Valley has been conducting all of its work without benefit of space for an office; staff and volunteer meetings; community workshops and exhibits; indoor training and mentoring space; workshop space for building raised beds and container gardening items; storage for tools. Most importantly, there has been no place for sorting, dividing, cleaning and occasional overnight storage of fresh produce that can't be delivered until a day or two following its donation or harvesting.

The Fort Sanders Building would provide an ideal venue for the Feeding Laramie Valley needs and projects described above, and for future projects currently in the development phase. The design of this beautifully historic building lends itself perfectly for the program's mix of needs for event space (the large front room); office and meeting space (the adjoining front rooms); storage and work space (the back rooms); food cleaning, sorting and storage space (the kitchen and attached room).

As Feeding Laramie Valley grows, plans for job training, children's summer lunch programs and community education opportunities call for the need one day for a commercial kitchen that could easily be accommodated as a renovation to the building with capital funding options from a variety of public and private sources. This means that the building is not only perfectly designed for current need, but is also well suited for future goals.

Community Benefit to be Gained

Feeding Laramie Valley began as a cooperative effort among many great community agencies, leaders and individuals who want to reclaim Albany County's historic ability to produce high quality food locally, and create solutions for ensuring all its citizens have secure access to the fresh produce they need. Rather than duplicate services or compete for limited resources, Feeding Laramie Valley works to bring together existing efforts for broader community service, and to create new programs that help address the need for long term solutions that are defined and directed by the community itself.

In keeping with that spirit of cooperation and recognizing many joint needs, Feeding Laramie Valley's use of the Fort Sanders Building would include at the outset, plans for broad and extensive community use even beyond the free and public workshops and displays FLV itself offers. For example: rainy day classes at the LaBonte Outdoor Learning Center; hands on educational workshops by Laramie Local Foods; meetings and workshops for other like minded community based nonprofit organizations.

Feeding Laramie Valley's use of the Fort Sander's Building includes a vision of extensive community activity in all the possible arenas of building a sustainable, secure, inspiring food system for Albany County, and supporting all kinds of community-building activities and events that go hand in hand with doing a better job of feeding ourselves and each other in every possible way.



Youth ambassadors assist with weeding and harvesting of the Feeding Laramie Valley production garden.



Volunteers weigh and record all food donated to the FLV Shares program.

Organization Profile

For over three years, a nonprofit community-led project to help address food insecurity in Albany County has been quietly and steadily gaining ground in its quest. In the fall of 2009, Feeding Laramie Valley came to life as a not-for-profit, cooperative effort among numerous Laramie based organizations working in a variety of capacities to achieve food security locally. Coming to the table with vast community based needs and desires for developing new methods of ensuring sustainable equal access to fresh food for Albany County citizens, were representatives from Laramie Rivers Conservation District, Laramie Local Foods, Interfaith Good Samaritan, Laramie Soup Kitchen, University of Wyoming, Eppson Center for Seniors, Laramie Gardening Club, individual community members and business representatives.

As an independent entity that continues to work in cooperation with these and other community efforts, Feeding Laramie Valley is now fiscally sponsored and overseen by Action Resources International, a Wyoming based 501(c)(3) organization dedicated to ending violence and promoting safety through a variety of community strengthening efforts that are community based, designed and led.

This proposal is for primary use of Feeding Laramie Valley, as described more fully elsewhere in the proposal. As the legal and fiscal sponsor, Action Resources International will likely use desk and bookkeeping space in the Fort Sanders Building, and potentially conduct meetings in keeping with the schedule, needs and community use plans for the building, of Feeding Laramie Valley.

Action Resources International was incorporated in Wyoming on December 7, 1998. This small advocacy nonprofit organization provides national and international education and support work on issues of safety and prevention of violence, with a special focus on women and children. In recognition of the multiple layers of cause and effect connected to community-based violence, Action Resources also offers oversight for community organizing that strengthens neighborhoods, counties and regions, and sponsors programs that help provide a wide range of individual and community health essentials.

Contact Information:

Gayle M. Woodsum, President
Action Resources International
P.O. Box 536
Laramie WY 82073
307.399.3815
ARINews@aol.com

Documentation of Current Registration with the Wyoming Secretary of State

See appendix A

Feeding Laramie Valley Personnel

Feeding Laramie Valley is guided by a community based, founding advisory council and overseen by paid staff members and consultants. Key positions are as follows:

Community Organizer

Gayle M. Woodsum

Program Director

Peggy McCrackin

Community Projects Liaison

Trish Penny (consultant)

Community Voice Journalist

Reece Owens

Additional key positions are filled on an as-needed basis, are typically project, event, or season specific and include the following: gardening mentors, program workers, interns/apprentices/volunteers, FLV Chronicles photographers and writers. Of greatest importance are the community members who request, design, implement and participate in all FLV projects.



Summer staff members assist at the LaBonte Park Children's Garden

Projects and Community Efforts

FLV Shares Program

To date, Feeding Laramie Valley Shares has grown, collected and delivered well over ten thousand pounds of fresh produce and other donated food to individuals and families, residents of Laramie Senior Housing, Laramie Soup Kitchen, Head Start families, Developmental Preschool families, and both the Salvation Army and Interfaith Good Samaritan.

New on the docket for 2013 are cooperative projects that include the development of gardens at traditional food donation centers, where recipients will have the opportunity to learn ways of making fresh food accessible to them and their families on an ongoing, self directed basis.

FLV Food Chronicles

Writers and photographers are collecting the stories of food in Albany County, Wyoming, in order to present to the community a true picture of our local food system. Interviews are being conducted with a vast variety of eaters, producers and distributors of all kinds of local foods. Educational events, displays and reports are held free and open to the public, including a recent day long photo and narrative display in November, 2012 at the Railroad Depot Museum.

Gathering input from the community in regard to citizens' perception of our local food system and recommendations for local guidance of that system, will hopefully evolve into a local Food Policy Council, which Feeding Laramie Valley hopes to help form.

LaBonte Park Community Gardens

Under the auspices of the City of Laramie, Laramie Parks and Recreation and Laramie Rivers Conservation District, Feeding Laramie Valley helped create and continues to manage the city's first community garden in a Laramie City Park. An award winning project known for its beauty and community education value, the gardens are popular and carry a perpetual waiting list.

LaBonte Outdoor Learning Center

FLV provides volunteer assistance to the summer children's program.

FLV Production Garden

FLV grows and maintains its own production garden for the purpose of offering garden training skills to interested individuals, and to provide produce to its Shares program.

Our Laramie Gardens

FLV has provided volunteer assistance and financial support through its minigrant program to the development of three neighborhood based community gardens known as Our Laramie Gardens.

Food Dignity Project Partnership

Feeding Laramie Valley took an early step onto the national stage by becoming one of five community partners across the nation to be part of the 5-year USDA/AFRI project known as Food Dignity. Together with programs in Oakland, Calif.; Wind River Indian Reservation, Wyo.; Brooklyn, N.Y.; and Ithaca, N.Y.; Feeding Laramie Valley is partnering with the University of Wyoming (lead sponsor), Cornell University and Ithaca College to explore the ability of communities to make positive change in their local food systems.

In addition to five years of local funding to support FLV programs (through March, 2016), this partnership has already seen FLV present workshops and papers about its work at various national venues.

Growing Resilience Pilot Project

FLV is a principal player in a newly launched pilot project designed to give individuals materials, mentoring and assistance in growing their own gardens, then measuring the health effects as a result of having those gardens. Funded for one year by a UW INBRE award, the intent of the pilot project would be to subsequently be competitive for a full NIH award that could serve and learn from as many as 100 community members interested in adding gardening to their personal and family health plans.

Team GROW Local Gardening Research Project

In 2012, FLV served as the community facilitating lead in a pilot research project that measures what personal gardens can produce in Albany County, and what effect that can have on individual and family food access. Seven local gardeners participated and guided the research design in the pilot effort, which will expand to a fully realized research project in 2013.

Community Food Project Minigrant Program

FLV has \$30,000 to distribute in the form of minigrants between 2011 and 2016. The first grants were given out in 2011, with early recipients forming an advisory council that will help develop future grant award decisions and a long term design for an ongoing community food project minigrant program.

Laramie Local Foods Gatherings

FLV works closely with the local educational group known as Laramie Local Foods, and has presented at several of its food gatherings.

Community Gardening Workshop

Served as co-community sponsor with LRCD for class project that presented day-long community workshop on basic gardening skills needed for successful gardening in Albany County. Provided presentation on organizing community gardens.

Our Community is Gardening Project

Through a grant from Union Pacific, FLV is working together with downtown

businesses to create garden planters that offer educational information about local vegetable gardening and simultaneously provide vegetables and herbs for sponsoring restaurants' use.

Community-Campus Partnerships for Health

The national organization known as Community-Campus Partnerships for Health is the country's leading advocacy program for community based participatory research that is community designed and led, ensuring that community research is created based on the needs of the community itself, produces data that is owned by the community, and is directed to translate into action that genuinely benefits the community. Gayle Woodsum has been a key player in two years of NIH funded national community partner forums as a representative of both Action Resources International and Feeding Laramie Valley. Gayle is co-chair of the CCPH Leadership Development Workgroup beginning at the Boston forum in 2011, and served on the planning committee for the 2012 forum held in Washington D.C. Gayle took advantage of her time in Washington to meet with the Wyoming congressional delegation to promote the work of community food projects for local food security in Albany County.



Sorting donated blueberries at the farmer's market.

Revenue

For the past two years and the coming three years, Feeding Laramie Valley is funded through Action Resources International at a base level of just over \$5416/month. Additional funds coming from foundation grants and other sources have averaged \$1000/month over the last two years, is \$2333 more per month for 2013, with an expected similar increase in coming years.

Building on the successes achieved through its existing funding, Feeding Laramie Valley is launching additional programs that make it eligible for new funding streams, with a firm goal of ultimately creating sustainable funding through internal entrepreneurial food projects that will be reinvested in its community benefit programs.

Typical FLV Programs and how the Fort Sanders Building Would be Utilized

In carrying out the kinds of projects and efforts described above, Feeding Laramie Valley holds meetings, conducts trainings, provides hands-on workshops. We offer educational opportunities for new and experienced gardeners where we help them learn how to design gardens, involve children in gardening, build hoop houses, raised bed and container gardens. We host free receptions and exhibits open to the public, dinners for participants in local garden research programs, trainings and meetings for minigrant recipients, gatherings for community gardeners. We host an annual garden party for new gardeners.

Our staff meets regularly to plan community events, to be trained for the summer gardening and FLV Shares program, and to sort, wash and bag food for distribution to other sites.

For three years, all of these activities have had to be conducted in space that is begged, borrowed or haphazardly pulled together wherever space can be found. The Fort Sanders Building would at long last give Feeding Laramie Valley a home, as well as a home for other similar events as provided by small groups in the area also lacking in affordable, workable community space. It would also provide the program with desperately needed storage for gardening tools and temporary storage for fresh produce that cannot be delivered to its destination for a day or two.



Previous Lease Agreements and References

As described in the body of this proposal, Feeding Laramie Valley has operated for three years without office or activity space. Use of the Fort Sanders Building would signify our move into community visibility, with greater capacity for continuing our community work. Likewise, Action Resources International has always operated from the home offices of its board members.

However, FLV has frequently used community buildings and rooms to host its events, sometimes requiring contracts and fees associated with that use. We have also established accounts in good standing with various local businesses. Below are offered as references a sampling of those business and the FLV/Action Resources International relationship with them.

Quality Inn and Suites
1655 Centennial Drive
Laramie WY 82070
307.742.6665

Action Resources International has a long time direct bill relationship with Quality Inn and Suites, renting its meeting room and lodging space for visiting presenters and partners in Feeding Laramie Valley's work in the Food Dignity project, on a regular basis.

Laramie Depot Museum
P.O. Box 623
Laramie WY 82073-0623
David Lucke, 307.399.6499

Most recent contract rental use of the Depot Museum was an all-day photo exhibit event and reception free and open to the public in November, 2012

Night Heron Books
107 E. Iverson Avenue
Laramie WY 82070
307.742.9028

Night Heron Books is frequently used as meeting space with purchased refreshments for various FLV planning activities.

Lincoln Printing
370 N. Third
Laramie WY 82072
307.742.2022

Gayle Woodsum, Action Resources International and Feeding Laramie Valley share a long term direct billing relationship with Lincoln Printing.

Building Uses

Interior Building Uses

Large Front Room

This room will be set up as a perpetual meeting and activity space for all Feeding Laramie Valley programs described in this proposal. There will be a comfortable small-meeting corner created using furniture such as a couch, coffee table, floor lamp and side chairs for daily staff meetings and small gatherings. Open space will be maintained for a variety of activities, with local food project photographs and narratives on display at all times. Various folding tables and chairs will be either set up or stored as circumstances required, with the ongoing exhibits creating a warm and welcoming atmosphere for all who enter the building.

Side Front Rooms

These rooms will be set up as standard desk and office space for Action Resources International and Feeding Laramie Valley, with possible use by small similar groups such as Laramie Local Foods that have been seeking desk space for their own community work. Both the front and side rooms will require outfitting for telephone, Internet and computer use.

Kitchen and Attached Room

The kitchen space and the attached room behind it, will be used for meeting food preparation and storage that does not require commercial kitchen use (such as pre-cooked dinners and other meeting refreshments or luncheons during community events).

The primary use of these spaces by FLV will be for fresh food washing, sorting and storage. We anticipate procuring and installing refrigerator, freezer or coolers as needed, and there is a possibility that health requirements will require installing an additional sink for hand washing separate from the cleaning of vegetables.

A kitchen table and chairs will most likely be added, as will either built-in storage shelving or portable storage units in the room adjacent to the kitchen.

FLV would like to explore the future possibility of obtaining funding for installment of a commercial kitchen to add substantially to the educational and community opportunities that could be offered at the building.

Back Rooms

These unrefurbished rooms need cosmetic repair such as scraping and painting, which FLV is willing to achieve through staff and volunteer efforts. There is concern about broken, asbestos-laden tiles in the back that will need to be discussed in terms of safety for public use. These back rooms will make ideal space for the storage of gardening equipment, farmers market booth supplies, gardening materials. FLV would set the rooms up to accommodate workshop tools for building gardening and other community food project related items. This could include a workbench, other tables and seating and tool storage.

Community Use

It will be a priority of Feeding Laramie Valley to make the Fort Sanders Building available as often as possible for the use of other community groups. Designing a sliding scale fee structure that includes free use for small underfunded groups (fees gathered to be used toward utility costs associated with the building's use), there is an opportunity for community benefit groups similar to FLV to use desk space, storage space and activity space as scheduled and agreed upon with the FLV plans for use.

Feeding Laramie Valley has already been approached by numerous small groups unable to afford space of their own, nor management of a full sized property, who would love to have occasional use of the Fort Sanders Building were it to be occupied by FLV. For example, this includes possibly rainy day use by the program at the LaBonte Outdoor Learning Center and desk, storage and event space use by Laramie Local Foods.

Exterior Building Uses

Feeding Laramie Valley would bring back to life the small fenced garden area, utilizing it for community education, training and production purposes. The garden would be cared for by FLV staff and volunteers, and would be enhanced by the use of informational signage describing the garden's content and local gardening tips.

In addition, FLV would like to add demonstration raised bed, vertical garden, container garden and small season-extending gardens to available space next to the building. Like the existing fenced in garden, these would be designed for community education, training and production opportunities, as well as hands on activities offered to the community.

All outside space uses will be maintained by FLV staff and volunteers, with an eye toward beauty and invitational style to encourage community enjoyment, much as is done at LaBonte Park Community Gardens.

FLV and ARI would also plan to use the parking space for its small staff, seasonal workers and volunteers, as well as parking for program meetings and community events. We would like to add a bicycle rack if one is not currently available.

One of the most wonderful aspects of the Fort Sanders Building is its location adjacent to LaBonte Park. We anticipate many workshop and community gathering opportunities that would utilize the community gardens we manage and the inviting lawns of the park itself.

Conclusion

Feeding Laramie Valley is a stellar example of what grassroots efforts can accomplish when community members set out to help themselves. Since three years ago, with nothing but a vision of cooperation and a lot of donated hard work, this program has blossomed into something that has put a successful, beautiful and edible stamp on working toward sustainable food security in Albany County. Its work is already being recognized nationwide, and interest in supporting its work locally continues to grow with the kind of enthusiasm that only comes from people working to help each other.

Last summer alone, over 6000 pounds of locally grown food, valued at over \$14,000 was donated to Feeding Laramie Valley to share with neighbors who would otherwise not have access to it. This says a great deal about the generosity and determination of the people of Albany County. We want to provide thousands of more chances to say great things about the people of our community, and we believe setting up a home for this work in the special, historic building of Fort Sanders, would be an ideal fit worth working hard to achieve. We hope you give us the opportunity to bring this dream to reality.



EXHIBIT C

Action Resources International

P.O. Box 536 • Laramie, Wyoming 82073
gayle@actionresources.ngo • 307.399.3815
Gayle M. Woodsum, President/CEO

December 5, 2015

Paul Harrison
Director, Parks and Recreation
City of Laramie
P.O. Box C
Laramie, WY 82073

RE: 968 N. 9th Street
Fort Sanders Building Lease Renewal

Dear Paul,

I'm writing to request renewal of the lease agreement between the City of Laramie and Action Resources International for the building known as the Fort Sanders Building, located at 968 N. 9th Street. The current lease is due to expire May 31, 2016, and we want to ensure uninterrupted, continued use of the building, following the same goals and objectives of the current lease. We are requesting a five-year extension of the lease, to run from June 1, 2016 through May 31, 2021, and for the cost and obligations of the lease to remain the same as what is currently in place.

Building Community Use Review

Action Resources International (ARI) has greatly enjoyed our use of the Fort Sanders building over the last three years. We're very happy to report that the overriding desire for the building to be utilized in ways that provide for community benefit in as broad a scope as possible, has exceeded even our expectations.

The core program housed at the Fort Sanders building under the current lease, continues to be the community-based food security organization known as Feeding Laramie Valley (FLV). FLV works to increase access to fresh fruits and vegetables for Albany County through various projects that include food production, produce collection, distribution and sharing with people struggling with food insecurity, as well as with other agencies that provide emergency food service (including the Interfaith Good Samaritan Food Bank and the Laramie Soup Kitchen). The program also offers education on food insecurity and local food production; supports and develops community gardens in Laramie; generates collaborative projects to increase food security throughout Albany County and across Wyoming. These efforts include the educational, productive and beautiful food-growing gardens that now surround the Fort Sanders building. FLV conducts numerous free educational and celebratory events for the community at the building throughout the year, including an annual "Food and Fun in the Park" event each

August, that includes free lunch, games and displays, and multiple educational booths from other local nonprofit organizations.

In addition, the Fort Sanders building is used regularly by other community based organizations. Every Tuesday evening, International Folk Dancing is taught and enjoyed by an average of 20 people a night throughout the year. As a side note of interest, this group began during the 1970s, also meeting in the Fort Sanders building. It was resurrected a couple of years ago, thrilled to find the building once again available to them. They vehemently state that the floor of the main room, despite its aged and wavy look, makes for the best dance surface in town.) Every Wednesday morning, an early-riser yoga class is taught in the building's main room for a half dozen or so people. Both these community opportunities are offered to participants on a donation basis or for free. The dancers make a donation to ARI to help offset the cost of utilities, and the yoga group currently uses the building at no charge because of the small nature of the class that is offered for free.

Also throughout the year, nonprofit organizations utilize the building for meetings, workshops and small events. Many use the building at no cost to them, others who are able, contribute to ARI on a sliding scale basis to help offset ARI's building costs. The nutrition education program known as Cent\$ible Nutrition, provided a free 8-week class in the building in the summer of 2015.

In September of 2015, ARI added a new program to its nonprofit community benefit work, by taking on the highly regarded and successful Foster Grandparent Program (FGP), which recently lost its long term sponsor. The Foster Grandparents of the Wyoming Rockies provides educational and support benefit to two groups of people: low income elders who serve as support educators in the school system and other educational settings, and children with special needs to improve their school readiness and/or school based learning. FGP serves 25+ elders in Albany, Carbon, Uinta, Lincoln, Sweetwater, Sheridan and Johnson Counties, and well over 100 children. The program has a dozen grandparents and over half a dozen school and preschool sites in Albany County. This project has brought additional community activity to the Fort Sanders building, where local community members come to learn about and enroll in the program, partake in training sessions there, participate in cross-over program participation by picking up fresh produce shared by Feeding Laramie Valley.

Building Maintenance and Improvements

ARI worked closely with Laramie Parks and Recreation as they completed final details for renovation work on the Fort Sanders building as allowed by a dedicated renovation grant to the City of Laramie. Since that time, ARI has overseen and covered the cost of ongoing building improvements that include extensive painting throughout the indoors and on the front porch, repairs to things like leaky sinks and toilets, and near completion of a full renovation of the previously untouched back room, including floor to ceiling removal of crumbling plaster walls and ceiling, replaced by sheet rock. Storage shelving has also been added there.

A recent grant to ARI will allow for kitchen upgrades in the direction of establishing a commercial kitchen in the building. (The building currently offers only two kitchen

sinks.) This will increase Feeding Laramie Valley's capacity for teaching nutrition and other food security related lessons to the community, to increase its own ability to provide fruits and vegetables to people living with food insecurity in Albany County, and to allow qualified community members and groups to have access to kitchen use. Plans for those upgrades will soon be submitted to Laramie Parks and Recreation to begin the proper channels of approval for these upgrades.

Lease Renewal

Action Resources International has had no difficulty in upholding its lease obligations (including the monthly lease cost, required maintenance and insurance coverage), and has enjoyed a productive, positive working relationship with the attentive members of Laramie Parks and Recreation, City of Laramie building and grounds staff, under the supportive and helpful guidance of Director Paul Harrison. Recent acquisition of nonprofit program contracts for ARI and FLV that include small contributions toward indirect costs, ensure ARI's ability to continue with our current financial obligation to the City of Laramie for use of the Fort Sanders building.

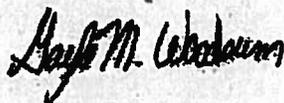
We are happy to have demonstrated our ability to maintain the Fort Sanders building as a beloved building of historical community use, serving the people of this community in diverse and valuable ways. In this light of ARI giving to the community while remaining a small but respected nonprofit organization, as well as receiving the honor and benefit of serving as the building's stewards, we request that the financial and other obligations as outlined in the current building lease remain at the same level.

As stated in the beginning of this letter, we are requesting a five-year extension of the lease between the City of Laramie and Action Resources International, to run from June 1, 2016 through May 31, 2021, and for the cost and obligations of the lease to remain the same as what is currently in place.

Thank you for what you have given Action Resources International and its programs Feeding Laramie Valley and Foster Grandparents of the Wyoming Rockies, and to the community at large, by allowing us to utilize the Fort Sanders building in this way. We look forward to many more years to come.

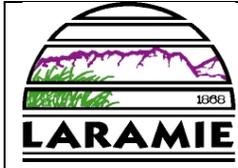
If you have any questions or need additional information from me, please let me know. I'm available for in-person presentation or discussion as you might desire.

Most Sincerely,



Gayle M. Woodsum
President/CEO
Action Resources International

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING March 9, 2016



Agenda Item: Recreation

Facility Use Agreement

Title: Facility Use Agreement between the City of Laramie, WY and Iverson Memorial Hospital.

Recommended Board MOTION:

I move to recommend that the City Council approve the Facility Use Agreement between Iverson Memorial Hospital and the City of Laramie for the period ending March 31, 2018.

Administrative or Policy Goal:

4. The board will review annually and provide recommendations on fees and policies for the Recreation Center

Background:

In 2006, the City of Laramie entered into an arrangement with the Iverson Memorial Hospital whereby the Hospital is granted the use of the facility to provide physical therapy and personal training services to their patients. The fee for access originally began at \$25 per month plus an access fee for each patient. The access rate rose approximately three years ago to \$100 per month, with a \$5 per patient access fee. In 2014 the agreement was updated to include an access fee commensurate with regular adult use of the facility at \$6/visit. This arrangement enables the hospital to provide care to their patients without the large investment of their own water and dry-land facility.

The hospital has requested that the term of the agreement be extended for two years and the City has requested that the rate for access be modified to fluctuate with the master fee schedule for adult resident access. The attached agreement reflects these changes and both staff at the Hospital and the Recreation Division are comfortable with the arrangement.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Fees/Charges for Service	\$432.00	\$6.00 per client/six per month/12 Months
Fees/Charges for Service	\$1,200.00	\$100 per month/ 12 months
Other		
Total	\$1,632.00	

Attachments:

MOU

Responsible Staff:

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

**FACILITY USE AGREEMENT
BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
IVINSON MEMORIAL HOSPITAL**

1. **Parties.** This Agreement is made and entered into this ___th day of March, 2016 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson Street, Laramie Wyoming 82073 and Albany County Hospital District, dba; Iverson Memorial Hospital, (hereinafter referred to as “IMH”), whose address is 255 North 30th, Laramie, Wyoming 82070.

2. **Purpose of Contract.** The purpose of this Contract is to permit IMH, to utilize the facilities of City’s Recreation Center to provide personal training to her/his clients. With regard to its use, IMH will fully cooperate with the Recreation Center employees and other users of the Center’s facilities. The days and times of such uses shall continue to be scheduled by mutual agreement of the Manager of the City Recreation Center and IMH.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. No services shall be performed prior to the contract effective date. The term of the contract is from the date of execution through March 31, 2018 unless otherwise terminated or extended as outlined herein.

4. **Payment.** IMH agrees to pay City a monthly access fee of one hundred dollars (\$100.00) plus a user fee equivalent to the Recreation Center Adult Day Resident fee as listed in the current Master Fee Schedule, per patient, for each patient who is not an active Recreation Center member. IMH shall use a sign-in sheet, in a form acceptable to the City, to document and indicate those clients who are active Center members for billing purposes. City shall submit monthly invoices to IMH for payment. IMH agrees to pay City upon signing of this Agreement, the first monthly access fee and thereafter, the payment of the monthly access fee and client usage fees paid within thirty (30) days of receiving the monthly invoice from City.

5. **Responsibilities of IMH.**

A. IMH’s physical therapy services shall be performed in a manner with good personal training practice.

B. IMH shall consult, to the extent required by City, with authorized employees, agents and/or representatives of City relative to the details of the Contractor’s services provided.

C. IMH will have non-exclusive use of the City’s Recreation Center facility during regular hours of operation.

D. IMH may provide personal training service to only his/her clients within City Recreation Center and will not under any circumstance, provide professional service of any

type to any City Recreation Center member, to any other Recreation Center user, or to any member of the general public.

6. Responsibilities of City.

A. City agrees to provide IMH with access to City Recreation Center upon payment as outlined in Paragraph 4 herein.

B. City will work with IMH regarding the use of City Recreation Center's facilities. The days and times of such uses shall continue to be scheduled by mutual agreement of City Recreation Center Manager and IMH. This agreement between the City and IMH is not exclusive and the City reserves the right to use the Recreation Center as it sees necessary.

C. City's representative as identified in Paragraph 8 (N) shall be authorized to act on the behalf of City. City and/or his designee shall render decisions in a timely manner pertaining to services provided by IMH in order to avoid unreasonable delay in the orderly and sequential progress of the IMH's services. City shall notify IMH in writing of the address identified in Paragraph 8(N).

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

7. Special Provisions.

A. Monitor Activities. City shall have the right to monitor all activities related to this Contract, including activities IMH and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, and to observe all IMH personnel in every phase of performance of work related to this Contract.

B. Nondiscrimination. IMH 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. IMH shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract. IMH shall include the provisions of this section in every subcontract awarded so that such provisions are binding on each subcontractor.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract. Change in Services of the IMH, including but not limited to Paragraph 5(D), include services required of IMH's

subcontractors may be accomplished after execution of this Contract, without invalidating this Contract, if mutually agreed in writing,

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The IMH shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

D. Award of Related Contracts. City may undertake or award supplemental or successor contracts for work related to this Contract. IMH shall cooperate fully with other Contractors and City in all such cases.

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

F. Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by IMH in the performance of this Contract shall be kept confidential by IMH unless written permission is granted by City for its release. IMH shall have similar agreements with any subcontractors to maintain the confidentiality of information specifically designated as confidential by City. Both parties shall comply with the Health Portability and Accountability Act of 1996, codified as 42 USC 1320(d) (“HIPPA”) as amended, and any current and future regulations promulgated thereunder including, without limitation, the federal privacy regulations contained in 45 CFR Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 CFR Parts 160 and 162, all collectively referred to herein as “HIPPA Requirements.”

G. Entirety of Contract. This Contract, consisting of eight (8) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

H. Ethics. IMH 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 IMH’s profession.

I. Force Majeure. Neither party shall be liable for failure to perform under

this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in availability of the Center's facilities 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.

J. Indemnification. IMH agrees to indemnify, defend and save harmless City against all loss and damage to person or property, to the extent arising from the negligence of IMH, its officers, agents, or employees. City agrees to indemnify, defend and save harmless IMH against all loss and damage to person or property, to the extent arising from the negligence of City, its officers, agents, or employees. This provision shall not be construed or deemed to be a waiver of any governmental immunity of either party.

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

L. Kickbacks. IMH certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. IMH shall provide the City with a certification under oath that she has not in any way been involved in any gratuities, kickbacks or contingent fees in connection with her selection or ultimate performance under this contract. If IMH breaches or violates this warranty, City may, at its discretion, terminate this Contract without liability to the City, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

N. Liaison and Notice City's and Contractor Designated Representatives.

(i) City's designated representative is Jodi Guerin, Recreation Manager; address: PO Box C., Laramie, WY 82073; telephone number: (307) 721-5259 and facsimile: (307)721-5284.

(ii) IMH's is Kim Taylor, Rehab Services; address: 255 North 30th, Laramie, Wyoming 82070; telephone number: (307) 755-4729, ext: 2686, email:

kimberlyt@ivinsonhospital.org.

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

O. **Insurance.** IMH shall maintain the following insurance:

(i). **Professional Liability Insurance:** IMH shall provide City proof of Professional Liability insurance to protect the City from any and all claims arising from IMH's alleged or real professional errors, omissions or mistakes in the performance of professional duties by IMH in an amount not less than Five Hundred Thousand Dollars (\$500,000.00). IMH shall also supply to City proof of workers' compensation and employer's liability insurance in each and every subcontractor before allowing that subcontractors on the project site.

(ii). **Coverage.** All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. IMH shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

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

(v). **City's Right to Reject.** City reserves the right to reject a certificate of insurance if IMH's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

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

(vii). **Cancellation.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from IMH or their insurers to City. Any failure to comply

with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

P. Use of Work Product. City further agrees not to use or permit any other person to use equipment or other work products or materials prepared by or owned by IMH, which will remain at the Laramie Community Recreation Center.

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

R. Sovereign Immunity. Neither IMH nor the City waive sovereign immunity by entering into this Contract, and specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

S. Termination of Contract.

(i). City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any services in connection with this Contract at any time upon written notice to Contractor. IMH may terminate this Contract upon written notice to City should City substantially fail to perform in accordance with Paragraph 4 and 6 of this Contract.

(ii). In the event of termination, IMH shall pay to City, as full payment for all services performed and all expenses incurred under this Contract, which shall have become payable because of the progress in the services. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed services and services in progress.

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

U. Patent or Copyright Protection. IMH 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 IMH or its subcontractors will violate any such restriction.

V. Extension. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any

extension of this Contract shall be requested by IMH and following approval by City shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

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

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

Y. Waiver. The waiver or any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

Z. Time is of the Essence. Time is of the essence in all provisions of the Contract.

AA. Energy Efficiency. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction specifications to staff behaviors, to ensure economic and environmental sustainability. The City encourages that user groups, 1) enhance the efficiency of projects and ongoing operations that are performed in conjunction with the City and/or 2) consider all energy types, including traditional and renewable sources.

BB. Wyoming Preference Act. In accordance with State Statutes and as applicable, preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

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IN WITNESS WHEREOF, the Laramie City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its City Manager, and IMH has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Janine Jordan, City Manager

Attest: _____

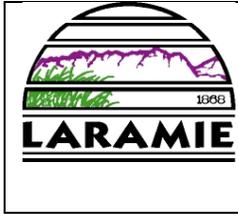
IVINSON MEMORIAL HOSPITAL:

By: _____
Holly Zajic, COO

Attest: _____

Title _____

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING March 9, 2016



Agenda Item: Recreation

Facility Use Agreement

Title: Facility Use Agreement between the City of Laramie and the Open School to provide group swim lessons.

Recommended Board MOTION:

To recommend approval of the Facility Use Agreement between the City of Laramie and the Open School to provide group swim lessons at a set fee of \$33 per child for eight thirty minute lessons.

Administrative or Policy Goal:

- 4) The Board will review annually and provide recommendations on fees and policies

Background:

In June 2013, the City entered into an agreement with The Open School to provide group swim lessons to their students following the same format as the Red Cross “Learn to Swim” Lessons. The Open School coordinates dates and times with aquatics staff, and lessons are provided one day a week on a day and at a time that is agreeable to both parties. Staff typically utilize a time of day when the pool is not as busy to allow for quality lessons, however, the pool will not be closed to open swim during these times.

The contract presented for consideration is the same as it was last year in terms and conditions and allows for up to sixty five students to receive eight, half hour lessons using the City’s swim instructors and their staff/volunteers as chaperones, providing at least one chaperone per six children to meet the City’s aquatics standard ratios

The cost for lessons in this contract is established using a flat fee of \$33 per child for eight half hour lessons, which works out to be \$4.13 per lesson. For comparison, Recreation Center Members would pay \$4.63 per lesson for our standard half hour, eight lesson class.

This contract provides for a discount to The Open School because of the commitment to scheduling lessons throughout the year and the lower overall billing costs associated with billing one organization. Under the 2015 agreement, the Open School paid for 70 lessons for a total of \$2,310 for the contract year.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

Lesson Pricing

User	No of Lessons/Class	Price per class	Price per lesson
Open School Student	8 lessons	\$ 33.00	\$ 4.13
Member Swim Student	8 lessons	\$ 37.00	\$ 4.63

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$2,970.00	\$33 for an average of 45 children two times per year
Total	\$2,970.00	

EXPENSE

Proposed Project Cost.

Project	Amount	Funds
Instructor Cost	\$1,950.00	135 lessons x 5 hours staff time/lesson at \$13/hour with normal staff to student ration of 1/3
Supplies	\$300.00	
Total Amount	\$2,250.00	

Attachments:

MOU

Responsible Staff:

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

**FACILITY USE AGREEMENT
BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
THE OPEN SCHOOL**

1. **Parties.** This Agreement is made and entered into this ___th day of March 2016 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson Street, Laramie Wyoming 82073, and The Open School 414 S. 24th Street. Laramie, WY 82070. (hereinafter referred to as “User”).

2. **Purpose of Contract.** The purpose of this Contract is to permit The Open School to utilize the facilities of City’s Recreation Center to provide group swim lessons to their students. With regard to use, Open School will fully cooperate with the City employees and other users of the City’s facilities. The days and times of such uses shall be scheduled by mutual agreement of the Manager of the City Recreation Center and the Director of the Open School. These swim lessons will consist of one thirty minute lesson, one day a week, for eight weeks. The total number of children will not exceed sixty five per session.

3. **Term of Contract and Required Approvals.** This contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from the date of execution through June 30, 2017, unless otherwise terminated or extended as outlined herein.

4. **Payment.** The Open School agrees to pay the City thirty three dollars (\$33) per student for each eight week session of lessons under the contract term. Open School shall use a sign-in sheet, in a form acceptable to the City, to document and indicate those students who will be participating in group swim lessons at the beginning of the first scheduled day of lessons and will transmit the enrollment numbers to the City for invoicing within seven calendar days. The city shall submit an invoice to the Open School for payment upon receipt of the number of students enrolled. The payment of the student usage fees shall be paid within thirty (30) days of receiving the invoice from City.

5. **Responsibilities of The Open School.**

A. The Open School will provide transportation to and from the Recreation Center.

B. The Open School will provide a minimum of one chaperone for every six children during the lesson period.

C. Chaperones shall be placed on deck with each lesson group to assist swim instructors in safety, bathroom situations, and potential behavior issues.

D. Chaperones shall be responsible for monitoring and managing all student behavior and activities at the City’s Recreation Center.

6. Responsibilities of City.

A. City agrees to provide the Open School with access to City Recreation Center.

B. City will work with The Open School regarding the use of City Recreation Center's facilities. The days and times of such uses shall continue to be scheduled by mutual agreement of City Recreation Center Manager and The Open School. This agreement between the City and the Open School is not exclusive and the City reserves the right to use the Recreation Center as it sees necessary.

C. City's representative as identified in Paragraph 8 (L) shall be authorized to act on the behalf of City in the execution of this contract. City and/or his designee shall render decisions in a timely manner pertaining to services provided by Open School in order to avoid unreasonable delay in the orderly and sequential progress of the Open School services.

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

7. Special Provisions.

A. **Monitor Activities.** City shall have the right to monitor all activities related to this Contract, including activities of the Open School and all sub-users. This shall include, but not is not limited to observation of all Open School personnel in every phase of performance of work related to this Contract.

8. General Provisions.

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

B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Open School shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

D. Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Open School in the performance of this Contract shall be kept confidential by Open School unless written permission is granted by City for its release. Open School shall have similar agreements with any sub-users to maintain the confidentiality of information specifically designated as confidential by City. Both parties shall comply with the Health Portability and Accountability Act of 1996, codified as 42 USC 1320(d) (“HIPPA”) as amended, and any current and future regulations promulgated thereunder including, without limitation, the federal privacy regulations contained in 45 CFR Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 CFR Parts 160 and 162, all collectively referred to herein as “HIPPA Requirements.”

E. Entirety of Contract. This Contract, consisting of seven (7) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

F. Ethics. The Open School 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 User’s profession.

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

H. Indemnification. The Open School agrees to indemnify, defend and hold harmless City against all loss and damage to person or property, to the extent arising from the negligence of Open School, its officers, agents, or employees.

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

J. Kickbacks. The Open School certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees,

commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Open School breaches or violates this warranty, City may, at its discretion, terminate this Contract without liability to the City, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

L. Liaison and Notice City's Designated Representatives and User.

(i) City's designated representative is Jodi Guerin, Recreation Manager, City of Laramie, PO Box C, Laramie, WY 82073, telephone number: (307) 721-5259 and facsimile: (307) 721-5284, email jguerin@cityoflaramie.org.

(ii) The User is Erin Swilling from The Open School, 414 S. 24th St., Laramie, WY 82070, telephone number: (307) 745-7256; email, openschool1@hotmail.com.

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

M. Insurance. The Open School shall maintain the following insurance:

(i). **Commercial General Liability Insurance.** The Open School shall provide coverage, during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, in an amount not less than two hundred and fifty thousand dollars (\$500,000.00) per occurrence and five hundred thousand dollars (\$1,000,000.00) general aggregate.

(ii). **Workers' Compensation and Employers Liability Insurance:** The Open School shall provide City proof of workers' compensation coverage for all of its employees who are to work on the project described in this Contract. Open School's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required, or such workers' compensation insurance, as appropriate. User's insurance shall include Employer's Liability "Stop Gap" coverage, in an amount not less than two hundred and fifty thousand dollars (\$250,000.00) per employee for each accident or disease. The Contactor shall also supply to City proof of workers' compensation and employer's liability insurance in each and every sub-user before allowing that sub-users on the project site.

(iii). **Coverage.** All polices required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. Open School shall pay the premiums on all insurance policies and insurance

certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

(iii). **Sub-users.** The insurance requirements set forth above apply to all sub-users. It is the Open School's responsibility to ensure that its sub-users meet these insurance requirements. City has the right to review the Certificates of any and all sub-users used by the User.

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

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

P. **Termination of Contract.**

(i). City reserves and has the right and privilege of cancelling, suspending, or abandoning the execution of all or any services in connection with this Contract at any time upon written notice to Open School. The Open School may terminate this Contract upon thirty days written notice to City should City substantially fail to perform in accordance with this Contract.

(ii). In the event of termination, Open School shall pay to City, as full payment for all services performed and all expenses incurred under this Contract, which shall have become payable because of the progress in the services. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed services and services in progress.

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

R. **Patent or Copyright Protection.** The Open School 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 Open School or its sub-users will violate any such restriction.

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

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

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

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

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

X. **Energy Efficiency.** The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction specifications to staff behaviors, to ensure economic and environmental sustainability. The City encourages that user groups, 1) enhance the efficiency of projects and ongoing operations that are performed in conjunction with the City and/or 2) consider all energy types, including traditional and renewable sources.

Y. **Wyoming Preference Act.** In accordance with State Statutes and as applicable, preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

Z. **Attorney's Fees.** In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and User has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Janine Jordan, City Manager

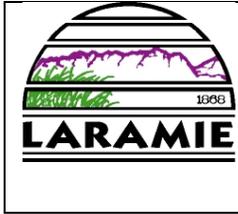
Attest: _____

THE OPEN SCHOOL:

By: _____

Attest: _____

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING March 9, 2016



Agenda Item: Recreation

Memorandum of Understanding

Title: Memorandum of Understanding between the City and Wyoming Technical Institute to provide recreation services to students.

Recommended Board MOTION:

That the Parks, Tree & Recreation Advisory Board approve the Facility Use Agreement between the City and Wyoming Technical Institute to provide for access students to use the Laramie Community Recreation Center facilities.

Administrative or Policy Goal:

4. The Board will review annually and provide recommendations on fees and policies for the Recreation Center and Ice and Event Center based on the operating pro-forma.

Background:

In February of 2016 representatives of Wyoming Technical Institute contacted City staff about the possibility of allowing their students to utilize the Laramie Community Recreation Center facilities for recreational opportunities. After discussing some different options, we agreed that an arrangement similar to the one we currently have with the Laramie County Community College would be most appropriate.

They currently have approximately 340 students and are anticipating that number to grow as they rebuild their student base. They agreed that an initial purchase of \$4,500.00 or 750 visits would be appropriate to determine start. These visits would be deducted at \$6/visit, which is the regular adult resident day pass rate, and the account will be reviewed monthly.

If they utilize more visits than anticipated between reviews, the agreement stipulates that they agree to pay for those uses, and if we mutually determine that the agreement is satisfactory, they will make additional purchases as appropriate. The agreement term is for one year, through March 31, 2017.

In the past, WyoTech has rented gym facilities at the Laramie Community Recreation Center for student use. Unfortunately, the restricted usage didn't provide the type of services their students desired and they didn't have as much interest as they would have liked for the cost. This arrangement amounted to approximately \$9,600 per year, which is the amount we utilized to start discussions for this agreement.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$4,500.00	purchase of 750 visits
Total	\$4,500.00	

EXPENSE

Proposed Project Cost.

Project	Amount	Funds
Project Cost		Regular facility overhead costs no projected per person
Total Amount	\$0.00	

Responsible Staff:

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

Attachments:

Facility Use Agreement

**FACILITIES USE AGREEMENT
BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
WYOMING TECHNICAL INSTITUTE**

1. **Parties.** This Agreement is made and entered into this ___ day of March, 2016 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson Street, Laramie Wyoming 82073 and WyoTech - Laramie, (hereinafter referred to as “WYOTECH”) whose address is 4373 N. 3rd Street Laramie, WY (hereinafter collectively referred to as “Parties”).

2. **Purpose of Contract.** The purpose of this Contract is to permit WYOTECH, to utilize the facilities of City’s Recreation Center in exchange for fees set forward in Paragraph 4.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. No services shall be performed prior to the contract effective date. The term of the Contract is from the date of execution through March 31, 2017 unless otherwise terminated or extended as outlined herein.

4. **Payment.** WYOTECH agrees to pay the City Four Thousand Five Hundred Dollars (\$4,500.00) for the benefit of its students, to access the City’s Recreation Center when they present their valid WYOTECH identification. The City shall draw against the \$4,500.00 at a rate of \$6 per individual visit.

A. The balance shall be reviewed on a monthly basis and when the amount is less than One Thousand Dollars and no cents (\$1,000.00) the City and WYOTECH shall jointly determine whether another payment of Four Thousand Five Hundred Dollars and no cents (\$4,500.00) shall be made for additional visits to the facility.

5. **Responsibilities of WYOTECH.**

A. WYOTECH shall provide the City with a lump sum payment of Four Thousand Five Hundred Dollars and no cents (\$4,500.00) for 750 individual visits by its students to the Recreation Center.

B. WYOTECH agrees that if the number of visits exceeds 750 between monthly review periods that WYOTECH shall remit payment for the excess visits at a drop in rate of Six Dollars and no cents (\$6.00) per visit.

C. WYOTECH agrees that should this agreement be discontinued by either party that their students shall be advised that they are no longer able to access the Recreation Center with their student ID at the expense of WYOTECH.

D. WYOTECH agrees that it shall utilize a method of visibly identifying current

student ID's and shall provide this information to the City's Representative listed in Paragraph 8 (L).

E. WYOTECH agrees that representatives shall consult, to the extent required by City, with authorized employees, agents and/or representatives of City relative to the details of the services provided.

F. WYOTECH's representative as identified in Paragraph 8 (L) shall be authorized to act on the behalf of WYOTECH. WYOTECH and/or his designee shall render decisions in a timely manner pertaining to services provided by City in order to avoid unreasonable delay in the orderly and sequential progress of the City's services.

6. Responsibilities of City.

A. City agrees to provide WYOTECH with unlimited visit access to City Recreation Center upon payment as outlined in Paragraph 4 herein for individuals who are in possession of a valid WYOTECH ID card.

B. City agrees to permit WYOTECH to carry over from one semester to another . At the termination of the agreement, any unused City Recreation Center visits will be vacated.

C. City agrees to ensure that only current enrolled students who possess a valid WYOTECH student ID are granted a pass visit.

D. City reserves the right to remove any WYOTECH student and revoke their Recreation Center visit privileges for violating the usual and customary rules for membership of City's Recreation Center.

E. City's representative as identified in Paragraph 8 (L) shall be authorized to act on the behalf of City. City and/or his designee shall render decisions in a timely manner pertaining to services provided by WYOTECH in order to avoid unreasonable delay in the orderly and sequential progress of the WYOTECH's services.

7. Special Provisions.

A.

B. Nondiscrimination. WYOTECH 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. WYOTECH shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract. WYOTECH shall include the provisions of this section in every subcontract awarded so that such provisions are binding on each subcontractor.

8. General Provisions.

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

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. WYOTECH shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

D. Award of Related Contracts. City may undertake or award supplemental or successor contracts for activities related to this Contract. WYOTECH shall cooperate fully with other users and City in all such cases.

E. Confidentiality. Documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Parties in the performance of this Contract, that are not subject to open records laws, shall be kept confidential by Parties unless written permission is granted by the Parties for its release. The City, through its legal counsel shall have sole discretion in determining what is subject to open records laws. WYOTECH shall have similar agreements with any subconsultants to maintain the confidentiality of information specifically designated as confidential by City.

F. Entirety of Contract. This Contract, consisting of seven (7) pages, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

G. Ethics. WYOTECH 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 WYOTECH's profession.

H. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in availability of the City's Recreation Center facilities 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.

I. Indemnification. Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other including but not limited any personal injury to individual or any damage to property or individuals or City. This provision shall not be construed or deemed to be a waiver of any governmental immunity of either party.

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

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

L. Liaison and Notice City's and WYOTECH's Designated Representatives.

(i) City's designated representative is Jodi Guerin, Recreation Manager, telephone number: (307) 721- 5259 and facsimile: (307) 721-5284, email: jguerin@cityoflaramie.org.

(ii) The WYOTECH's representative is Kyle Morris, Director of Student Services, telephone number: (307) 755.2129 and facsimile: (307)745.4193, email Kyle.Morris@zenith.org.

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

M. Sovereign Immunity. Neither party waives its Governmental/Sovereign Immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. § 1-39-101 (2011), et seq., and all other applicable laws. Each Party fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Contract. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this 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.

N. Prior Approval. This Contract shall not be binding upon either party, no

services shall be performed under the terms of this Contract, until this Contract has been reduced to writing, approved by the Laramie City Council.

O. Termination of Contract.

(i). City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any services in connection with this Contract at any time upon thirty days (30 days) written notice to WYOTECH. WYOTECH may terminate this Contract upon thirty days (30 days) written notice to City should City substantially fail to perform in accordance with Paragraph 6 of this Contract.

(ii). In the event of termination, WYOTECH shall pay to City, as full payment for all services performed and all expenses incurred under this Contract, which shall have become payable because of the progress in the services. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed services and services in progress.

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

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

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

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

T. Waiver. The waiver or any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

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IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its City Manager or Designee, and WYOTECH has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Janine Jordan, City Manager

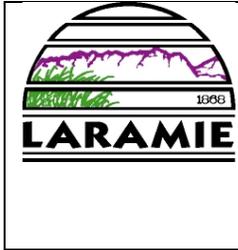
Attest: _____

WYOTECH

By: _____
Greg Van Guilder , Treasurer

Witness: _____

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING March 9, 2016



Agenda Item: Recreation

Memorandum of Understanding

Title: Memorandum of Understanding between the Laramie Colts Baseball Club and the City of Laramie setting fees, payment process and scheduling details for the upcoming 2016 season.

Recommended Board MOTION:

I MOVE to approve the Memorandum of Understanding between the Laramie Colts Baseball Club and the City of Laramie setting fees, payment process and scheduling details for the upcoming 2016 season.

Administrative or Policy Goal:

4. The Board will review annually and provide recommendations on fees and policies for the Recreation Center and Ice and Event Center based on the operating pro-forma.

Background:

The Laramie Colts Baseball Club is a locally owned, collegiate baseball club that has utilized Cowboy field for their season beginning in June and running through the beginning of August.

In 2015 modifications were made to the agreement that changed prices to simplify rates and help the team budget more easily. The previous agreement included the cost of the field use at a per game cost of \$180 for individual games, \$150 per game for the second game in a double header and according to hourly facility rental rates for all tournaments.

The structure agreed upon for 2015 was on a per game basis at \$108.00 per game over a nine week practice and game season. If the team desires a longer season the charge for each additional calendar week shall be \$277.00. The total cost of this agreement is estimated to be approximately \$2,500.00 per season and represents the full, direct cost of maintenance for the amount of use incurred by the Colts. This does not include mowing, watering, fertilizing or other capital costs.

This arrangement worked for the 2015 season and staff recommend continuing for the 2016 season. The contract presented is based on the historical usage of Cowboy Field by the Colts, consisting of 9 weeks and 23 games in a typical season. The costs for field maintenance have been assessed and pro-rated based on the type of maintenance required, the number of games and length of season.

The contract still requires that teams be flexible in scheduling with other leagues and staff are coordinating schedules on Cowboy Field with other user groups.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Fees/Charges for Service	\$2,484.00	9 weeks and 23 games
Total	\$2,484.00	

EXPENSE

Proposed Project Cost.

Project	Amount	Funds
Field Maintenance	\$2,484.00	Total labor/materials/supplies
Total Amount	\$2,484.00	

Responsible Staff:

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

Attachment:

Agreement

Athletic Field Direct Costs	
	Avg Cost
Part Time	\$ 17,296.25
Materials and Supplies	\$ 8,384.00
Equipment Costs	\$ 2,095.00
TOTAL:	\$ 27,775.25
10% soccer / 90% ball: Softball/Baseball	\$ 24,997.73
10 small ball fields: Cost per Field/season	\$ 1,999.82
Cowboy Field 20%	\$ 4,999.55

Total Cost of Cowboy				
\$		4,999.55		
	# of weeks	# of games	Cost per week	Cost per game
Colts Use	9	23	\$ 277.75	\$ 108.69
Total Season Cost for 23 games				\$ 2,499.77

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
THE LARAMIE COLTS BASEBALL CLUB, INC. OF LARAMIE, WYOMING**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “Agreement”) is made and entered into this ___th day of March, 2016 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson St., Laramie, Wyoming 82070 and Laramie Colts Baseball Club, Inc. (hereinafter referred to as “User”) whose address is 2332 Holliday Drive, Laramie, Wyoming 82070 (hereinafter collectively referred to as “Parties”).

2. **Purpose.** The purpose of this Memorandum is to define the financial process, fees and the responsibilities of parties associated with the facility use, maintenance, and notifications between the Laramie Colts Baseball Club and the City for Cowboy Field during the Laramie Colts Baseball Club season from May 2016 through August 2016.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from the date of execution through December 31, 2016 unless otherwise terminated or extended as outlined herein.

4. **Consideration.** User agrees to pay the City a field maintenance fee of One Hundred and Eight Dollars and no cents (\$108.00) per game for a nine week practice and game season for 2015. User shall notify the City when practice shall commence for the nine week term. Should the number of weeks of field use extend beyond nine, a \$277 charge shall be assessed for each additional week, consisting of seven days, and the cost for each week shall not be pro-rated for individual days.

5. **Responsibilities of City.** City is responsible for the following:

A. City shall permit User access to City’s Cowboy Field for each home game as provided in schedule as per Paragraph 6. A.

B. City shall provide User any necessary information at least eight (8) hours in advance of any scheduled home game as to any requirements or limitations and User agrees to comply with those requirements.

C. City’s Representative as identified in Paragraph 8. E. shall be authorized to act on behalf of City and shall render decisions in a timely manner pertaining to services to be provided to User in order to avoid unreasonable delay in the orderly and sequential progress of this MOU.

D. City agrees to maintain, prepare and line City’s Cowboy Field to the specifications of the National Collegiate Athletic Association (NCAA) as required for college baseball.

6. Responsibilities of Laramie Colts Baseball Club, Inc. LCBC is responsible for the following:

A. User shall provide a practice and game schedule by March 15, 2016 to the City of Laramie.

B. User's staff, volunteers and baseball players will be permitted access to Cowboy Field approximately one (1) hour prior to each scheduled home game for the purpose set up and infield practice for baseball players. User is also permitted access at any other time as agreed by City to complete any other necessary work in preparation of a scheduled home game.

C. User agrees that when scheduling home games they will coordinate with other Cowboy Field Users through the City Representative as outlined in the MOU under **8. E.** and should User need to reschedule any home game, User agrees to inform the City of such with 24 hours' notice.

D. User shall be permitted, if needed, to schedule any championship games at City's Cowboy Field. User agrees to provide to City advance notice (two days) should this occur. The City reserves the right to set the game schedule as required, based on the existing schedule.

E. User shall be permitted to sell concessions and souvenirs during scheduled home games which will be limited to the bleacher area of the Cowboy Field. User agrees to obtain any required City permits including but not limited to a food service permit from the code administration division of City and approval from the University of Wyoming Director of Athletic Concessions Operations.

F. User shall be permitted to hang temporary advertising in the outfield of Cowboy field during scheduled home games and upon approval of City. Advertisement of any tobacco related business or products are not permitted. All temporary advertising will be removed after each game. User shall be responsible for the maintenance of all temporary advertising.

G. User shall be permitted to hang temporary advertising for the 2016 scheduled season on the grand stands, press box, and score board of the City's Cowboy Field, upon written approval from City and the University of Wyoming. All temporary signs will be removed within thirty (30) days of the conclusion of the 2016 baseball season unless permission is granted by City and the University of Wyoming. User shall be responsible for the maintenance of all temporary advertising.

H. User is permitted to stencil seat numbers on bleachers at the Cowboy Field for season ticket holders and corporate season ticket holders.

I. User shall be permitted to have picnic tables for the season located at the City's Cowboy Field. User shall be responsible to move picnic tables as necessary to permit City to maintain City's Cowboy Field. User is responsible for any maintenance or repairs to the

picnic tables.

J. User will have access to the third base locker room for storing such items including but not limited to temporary advertising banners.

K. User will have access to the ticket office of City's Cowboy Field for scheduled home games to sell tickets.

L. User will have access to Little League Fields for youth baseball clinics and will be permitted a maximum of eight (8) daylight hours at a rate of two hundred (\$200.00) per clinic, subject to scheduling and coordination with Laramie Youth Baseball through the City Representative as outlined in **8. E.**

M. The User shall be permitted to have a storage shed for the 2016 season at Cowboy Field at a location to be determined by the City. User shall be responsible for the maintenance of the permitted storage shed.

N. User shall inform the City of Laramie within 24 hours of noticing any hazards, damage, or other safety concerns at the above mentioned facilities that could compromise the integrity of the structures or overall safety of the facility for public use.

O. User shall maintain the original state of the fields and accompanying facilities as the City has prepared them, unless previously arranged with the City.

P. User shall remit payment to the City of Laramie for facility use fees associated with LCBC within 30 days upon receiving an invoice.

7. Insurance. The User shall maintain the following insurance:

A. Workers' Compensation and Employers Liability Insurance: User shall provide City proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. User's coverage shall under the Wyoming Workers' Safety and Compensation program, if statutorily required, or such workers' compensation insurance, as appropriate. User's insurance shall include Employer's Liability "Stop Gap" coverage, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. The User shall also supply to City proof of workers' compensation and employer's liability insurance on each and every sub-user before allowing that sub-user the job site.

B. Commercial General Liability Insurance. The User shall provide coverage, during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

C. Coverage. All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory.

User shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

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

E. City's Right to Reject. City reserves the right to reject a certificate of insurance if User's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with any less than AVIII rating in the A.M. Best insurance rating guide.

E. SubUsers. The insurance requirements set forth above apply to all sub-users. It is User's responsibility to ensure that its sub-users meet these insurance requirements. City has the right to review the Certificates of any and all sub-users used by the User.

G. Cancellation. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from User or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

H. Additional Liability Insurance. The User will provide proof of liability insurance to the City for at least \$500,000.00 (five hundred thousand dollars) per season and the City will be named as an additional insured party.

8. General Provisions.

A. Termination. Either party to this agreement may terminate such by giving notice of not less than thirty (30) days in writing of official action that has been taken by the governing body of the party which terminates the Memorandum of Understanding.

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

C. Indemnification. User shall release, indemnify and hold harmless City, its officers, agents, employees, successors and assignees from any cause or action or claim or demand arising out of City's actions pursuant to City's obligations under this MOU. City shall release, indemnify and hold harmless the LCBC, its officers, agents, employees, successors and assignees from any cause or action or claim or demand arising out of LCBC's obligations under this MOU. City does not waive its sovereign or governmental immunity by entering into this MOU and fully retain all immunities and defenses provided by the law with respect to any action based on or occurring as a result of this MOU.

D. Confidentiality. Nothing in the MOU shall be deemed to require the parties to release any information that is considered confidential by law.

E. Liaison and Notice City's and LCBC's Designated Representatives.

(i) City's designated representative is Kason Walton, Recreation Center Supervisor, P.O. Box C Laramie, WY 82073: telephone number: (307) 721-5261 and facsimile: (307) 721-5284.

(ii) LCBC's designated representative is Kent Kleppinger, 2332 Holliday Drive, Laramie, WY 82070 telephone number: (307) 760-0345.

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

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

G. Sovereign Immunity. Neither IMH nor the City waive sovereign immunity by entering into this Contract, and specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

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

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

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

K. Waiver. The waiver or any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

L. Energy Efficiency. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction specifications to staff behaviors, to ensure economic and environmental sustainability. The City encourages that user groups, 1) enhance the efficiency of projects and ongoing operations that are performed in conjunction with the City and/or 2) consider all energy types, including traditional and renewable sources.

M. Wyoming Preference Act. In accordance with State Statutes and as applicable, preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

N. Attorney's Fees. In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

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IN WITNESS WHEREOF, the Laramie City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its City Manager, and LCBC has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Janine Jordan, City Manager

Attest: _____

LARAMIE COLTS BASEBALL CLUB, INC. OF LARAMIE, WYOMING:

By: _____

Attest: _____

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING March 9, 2016



Agenda Item: Administration

Presentation

Title: University of Wyoming, Bike Friendly Designation and consideration of a motion to support the University of Wyoming’s Bicycle Pedestrian Safety Committee and the Campus Sustainability Committee’s investigation to becoming a “Bicycle Friendly Community

Recommended Board MOTION:

I move to acknowledge receipt of the University of Wyoming, Bike Friendly Designation presentation and consideration of a motion to support the University of Wyoming’s Bicycle Pedestrian Safety Committee and the Campus Sustainability Committee’s Investigation to becoming a “Bicycle Friendly Community.

Administrative or Policy Goal:

Background:

Dan McCoy
 Assistant Director, Campus Recreation
 University of Wyoming
 Dept. 3604
 1000 E. University Ave.
 Laramie, WY 82071
 (307) 766-2402
dmccoy@uwyo.edu
www.uwyo.edu/rec

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$0.00	
Grant	\$0.00	
Agreement	\$0.00	
Agreement	\$0.00	
Total	\$0.00	

EXPENSE

Proposed Project Cost.

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

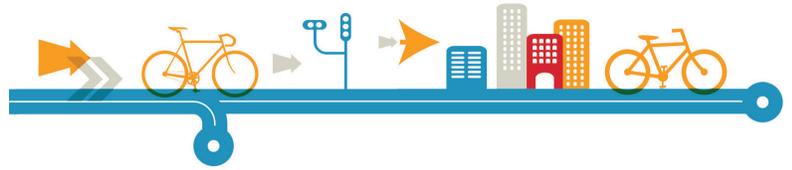
Responsible Staff:

Attachments: Campus & Community Sustainability Cases



ATTRIBUTES OF A BICYCLE FRIENDLY COMMUNITY

bikeleague.org/content/communities



ENGINEERING

There's a local [Complete Streets policy](#) with implementation guidance, staff training, policy checklist, compliance procedure, and compliance performance measures.

There are standards for bicycle facility design and implementation that meet or exceed the [AASHTO Guide for the Development of Bicycle Facilities](#) and [NACTO Urban Bikeway Design Guide](#), as well as regular training opportunities on best practices and [funding bicycle projects](#) for engineering and planning staff.

There are various types of on- and off-street bicycle facilities that best fit the context of density, automobile speeds and congestion, to improve safety and encourage more people of all ages and abilities to bicycle.

The on- and off-street bicycle network is well-maintained to ensure usability and safety.

There are convenient ways for the public to comment on maintenance, safety and other issues impeding bicycle accessibility.

High-speed and/or high-volume streets have designated bicycle facilities such as [bike lanes](#), [buffered bike lanes](#) and [cycle tracks](#) to enable bicyclists of various skill levels to reach their destinations quickly and safely.

Non-arterial and collector streets have a speed limit of 25 miles per hour or lower.

The street network is well [connected](#).

Intersections are [safe and convenient for bicyclists](#).

There is an [ordinance](#) ensuring [high-quality](#), safe and convenient bike parking options at destinations throughout the community.

People can easily combine [bike and public transit trips](#).

There is a Smart Growth land use policy that encourages bicycling, pedestrian and transit trips.

There is access to suitable public lands for off-road bicyclists.

The bicycling network is enhanced by a network of [bicycle boulevards](#), a [bicycle wayfinding system](#), and solutions to improve accessibility across barriers like highways, bodies of water and [disconnected streets](#).

EDUCATION

There is a local [Safe Routes to School program](#). Bicycle-safety education is a routine part of primary and secondary school education and the surrounding neighborhoods are safe and convenient for biking.

There are bicycle education opportunities for children and youth outside of school through bike rodeos, youth recreation programs, helmet fit seminars or a [Safety Town](#) program.

There is a [public awareness campaign](#) using [Public Service Announcements](#) and other media to make both motorists and cyclists aware of their rights and responsibilities.

There are [regular opportunities](#) for adults to develop their bicycling skills, from [videos for self-teaching](#) to in-depth training like the League's [Traffic Skills 101](#), and local League Cycling Instructors are available for training.

There's a motorist education program [for professional drivers](#).

ENCOURAGEMENT

There is an active, engaged bicycle advocacy group representing the interests of bicyclists and potential bicyclists.

[Bike Month](#), [Bike to Work Day](#), and [Bike to School Day](#) are promoted in partnership with local bicycle advocacy groups.

[Individualized marketing](#) and [bike challenges](#) promote bicycling.

The mayor and/or local council host or participate in bike rides, and support community bicycling events.

There's a bike club, and the community hosts a variety of regular bicycling rides and events that appeal to cyclists of all ages and abilities.

Learn more at bikeleague.org/content/communities

There is a Ciclovía or [Open Streets](#) type event, closing off a major corridor to auto traffic and offering the space to cyclists, pedestrians and group exercise events.

There are bicycle-themed community celebrations or social rides each time a new bicycle-related project is completed, showing off the community's good efforts and introducing new users to the improvements.

The tourism board or local chamber of commerce promotes bicycling in the area to [boost the local economy](#).

Residents and visitors have access to rental bikes and automated [public bike sharing systems in larger communities](#).

Local public agencies, businesses and organizations promote bicycling to work and seek recognition through the League's free [Bicycle Friendly Business program](#).

Local colleges and universities promote bicycling and seek recognition through the League's [Bicycle Friendly University program](#).

There are numerous bike shops offering a variety of bikes and accessories, a co-op or community bike shop, and opportunities to rent or loan a bike in the community.

There are empowering youth bicycling programs such as [Earn a Bike programs](#).

There is a local [bike map](#) printed and online that addresses diverse needs and skill levels.

Recreational bicycling is promoted through amenities like a mountain bike skills parks, cyclocross courses, or BMX parks.

There are short [themed-loop routes](#) around the community with appropriate way-finding signage.

ENFORCEMENT

There's a law requiring a [safe passing distance](#) of at least three feet.

There are increased penalties for harassing, injuring or killing [vulnerable road users](#), including cyclists.

Speed limits can be 20 mph or lower in some neighborhoods and near schools.

Bicyclists are [not required to use a sidepath or bike lane](#) and have discretion on [where to ride on the road](#).

It's illegal for drivers to [drive distracted](#), use a handheld cell phone or text while driving.

Data is collected — and publicly available — on traffic citations issued, prosecutions, and convictions of incidents related to bicycles.

There's a police bike patrol, and designated law-enforcement point person who interacts with the bike community.

Law enforcement officers are offered [regular education](#) on the rights and responsibilities of bicyclists and traffic law as it applies to bicyclists and motorists.

Law enforcement officers distribute helmets, bike lights and bike locks (or coupons to local bike shop) to encourage cyclists to ride more safely and discourage bike theft.

Law enforcement officers use targeted enforcement and information-sharing to encourage motorists and cyclists to share the road safely.

Law enforcement officers report cyclist crash data and potential hazards to the public works department, traffic engineers and transportation planners.

Most streets and key shared-use paths are well lit at night.

Volunteer trail patrols ensure safety of remote trails.

EVALUATION/PLANNING

There's a [Bicycle Advisory Committee](#) or Bicycle & Pedestrian Advisory Committee that meets at least several times a year to make [policy and program](#) recommendations and ensure the bicycle program is held accountable to citizens.

In larger communities, designated [agency staff members](#) lead and coordinate the community bicycle program in close cooperation with the Bicycle Advisory Committee.

There is a current, comprehensive bike master plan with dedicated funding, specific targets for ridership and safety, and tools for [evaluation and monitoring progress](#).

Bicycle use is researched [beyond](#) the U.S. Census' [American Community Survey](#) report (i.e. through participation in the [National Bicycle and Pedestrian Documentation Project](#)) to more efficiently distribute resources according to demand.

Bicycle [crashes are studied](#) and a plan is in place to reduce the number of crashes in the community.

There is a mechanism that ensures that bicycle facilities and programs serve the entire community equitably.

And, of course, lots of people are riding bikes!

CAMPUS AND COMMUNITY SUSTAINABILITY CASES SPRING 2016 ENR 4600/5600

Project:

CERF Proposal Submission(s)

Background:

The University of Wyoming successfully launched the Conservation & Efficiency Revolving Fund (CERF) in spring 2014 with \$250,000 in seed capital, which is now a total fund size of \$350,000. The CERF is an example of a “green revolving fund”, an increasingly utilized funding mechanism for campus sustainability programs and efforts in colleges and universities across the country. In particular, the CERF is geared toward funding energy, water, and/or waste efficiency and conservation projects that result in improved stewardship of resources, increased return on investment, and student engagement in campus sustainability. The CERF is now open to creative and cost-effective project proposals from students, staff, and faculty.

Deliverable(s):

Submit an efficiency and/or conservation project proposal in response to the 2015-2016 CERF Request for Proposals (RFP) by May 6, 2016. The class/group will generate proposal topics and will additionally take into consideration input from campus partners, such as UW Physical Plant. Based on group size and previous proposal status from ENR 1300, students may be expected to submit multiple CERF proposals.

Contacts(s):

- *Rachael Budowle* (Instructor, CERF Subcommittee Co-Chair), rbudowle@uwyo.edu
- Other appropriate campus contacts based on project topics

Further Resources:

<http://www.uwyo.edu/sustainability/cerf/>

<http://greenbillion.org/>

<http://www.aashe.org/resources/campus-sustainability-revolving-loan-funds/>

Campus/Community Sustainability Concepts:

Efficiency vs. conservation; energy and operations; green revolving funds; funding mechanisms for campus sustainability; student engagement in a living-laboratory

Students:

Project:

High Performance Building Standards

Background:

UW buildings are currently built to the LEED-Silver standard (i.e., for the US Green Building Council's green building metric, the Leadership in Energy and Environmental Design program). LEED focuses on a variety of sustainable building features including materials reduction and sourcing and indoor environmental quality, however, LEED does not *necessarily* indicate energy efficiency, financial savings through energy reduction over time, and associated greenhouse gas emissions reduction. In an effort to meet these goals, the Campus Sustainability Committee would like to investigate UW-specific high performance building standards.

Deliverable(s):

Students will work with key UW faculty and staff to determine goals for UW high performance building standards. They will investigate and compile similar standards at other universities and with third parties. Finally, students will make recommendations for UW-specific standards and present these materials to the Campus Sustainability Committee or other appropriate decision makers.

Contacts(s):

- *Nicole Korfanta* (Director, Ruckelshaus Institute, Haub School of Environment & Natural Resources; Campus Sustainability Committee Co-Chair), korfanta@uwyo.edu
- *Tony Denzer* (Associate Professor and Department Head, Architectural Engineering), tdenzer@uwyo.edu

Further Resources:

http://www.uwyo.edu/sustainability/green_building/
<http://betterbuildingssolutioncenter.energy.gov/>

Campus/Community Sustainability Concepts:

Green buildings, energy efficiency, standards and certifications

Students:

Project:

Lab Fume Hood Conservation Program

Background:

Laboratory fume hoods represent a major opportunity for conservation-based energy savings on college campuses. Students in the Spring 2015 ENR 4600/5600 Campus Sustainability course began this project by researching laboratory fume hood energy conservation measures, identifying fume hoods at the University of Wyoming, and designing a sticker that prompts conservation by “shutting the sash”. This project will build on these efforts to implement and promote a shut the sash program.

Deliverable(s):

Students will work with laboratory managers across campus to affix stickers to fume hoods. They will additionally develop and implement training materials for laboratory occupants, including informational flyers/pamphlets, web materials for CSC and Facilities Planning websites, and a brief live and/or web or video-based training module for fume hood energy conservation. Students will develop broader promotional materials for the program, including a press release and social media-based event.

Contacts(s):

Michael Ziemann (Facilities Planning, LEED Engineer; Campus Sustainability Committee member), ziemann@uwyo.edu

Further Resources:

[Feedback for Conservation with MIT Fume Hood \(2010\)](http://green.harvard.edu/programs/green-labs)
<http://green.harvard.edu/programs/green-labs>

Campus/Community Sustainability Concepts:

Laboratories and fume hoods, energy conservation, behavior change/engagement

Students:

Project:

Bicycle Friendly Community Certification

Background:

The University of Wyoming's Bicycle Pedestrian Safety Committee and the Campus Sustainability Committee would like to investigate the possibility of obtaining a "Bicycle Friendly Community" certification from The League of American Bicyclists. Through this project we hope to both determine if certification would provide value to the community as well as identify strengths/weaknesses of current cycling opportunities in the community. Students in the spring 2015 ENR 4600/5600 Campus Sustainability course similarly completed the Bicycle Friendly University Certification application process, through which the university was later awarded Bronze level certification.

Deliverable(s):

Review Bicycle Friendly Community application and work with the City of Laramie to find information needed for the submission. Students will need to participate in fieldwork to gather all relevant information for the application. Students will submit 1) a justification for why Laramie should or should not pursue bicycle friendly community certification and, assuming Laramie should, 2) the completed application to Dan McCoy, Assistant Director of Campus Recreation. Through this process, students should identify specific ways to improve bicycling opportunities in our community.

Contacts(s):

Dan McCoy (Assistant Director, Campus Recreation), DMcCoy@uwyo.edu
Cynthia Dywan (President, Laramie BikeNet), cyclingcindy@gmail.com
Paul Harrison (Director of Parks and Recreation, City of Laramie),
pharrison@cityoflaramie.org and/or Todd Freezer (Director of Parks and Recreation, City of Laramie, start date 1/1/2016)

Further Resources:

<http://bikeleague.org/community>
http://www.bikeleague.org/sites/default/files/BFC_Application_Fall_2015_0.docx
<http://cityoflaramie.org/index.aspx?NID=456>
<http://laramiebikenet.com/>

Campus/Community Sustainability Concepts:

Certifications and metrics, alternative transportation, health and sustainability

Students:

Project: TBD

Food Systems Project- campus
Food Systems Project- community/FLV
Open student project(s)

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING March 9, 2016



Agenda Item: Recreation

Grant

Title: Make a Splash grant application.

Recommended Board MOTION:

I move that the Parks, Tree, and Advisory Board approve Resolution 2016- , authorizing the submission of a Make a Splash grant application for 2016 to support swim lesson scholarships for disadvantaged youth, in the amount of \$5,000.00 and recommend that City Council concur.

Administrative or Policy Goal:

4. The Board will review annually and provide recommendations on fees and policies for the Recreation Center and Ice and Event Center based on the operating pro-forma.

Background:

Living in the landlocked state of Wyoming it may seem to many families that the need to pay for their children to learn to swim is not a necessary financial expense when there is no water danger nearby. This is not true of course, because when children have limited access to the water they are neither exposed to the various dangers water can possess, and they do not gain the water safety skills needed to remain safe.

Albany County has a higher than average rate of poverty, making it financially difficult for some families to prioritize swimming lessons. Currently the swim lesson program at the Laramie Community Recreation Center teaches about 1,750 children per year. The \$5,000 grant sought with this resolution would provide scholarship support for upwards of 200 children, enabling the City access to swimming lessons and water safety to even more children in the community.

In December of 2015, the City was awarded \$3,000 from the USA Swimming Foundation to utilize for a 50% grant for children registering for our Learn to Swim Lessons. The funds have been fully extended and the program was very well received by the public. After reviewing the success of the program staff sought a grant for the 2016 season. This grant, if awarded would be for \$5,000 to be distributed in the form of vouchers for a 50 or 75% scholarship through community partners such as the Big Brothers Big Sisters, Friends of Community Recreation, Head Start and Department of Family Services. Seventy Five percent of the grant would be awarded in this manner, and the remaining 25% would be distributed in the same manner as funds from the 2015 grant. We hope that this modification will help enhance our ability to reach the most needy children in our community to provide them an opportunity to participate in this great program.

The USA Swimming Foundation offers this Make a Splash grant program to provide funding for disadvantaged children to participate in swimming lessons. Municipalities, Counties, Non-profits and School Districts who are partner organizations with USA Swimming are eligible for grants ranging from \$5,000-\$15,000 based on the number of pools, size of community and type of organization. Laramie is eligible for \$5,000 of support of the estimated \$300,000 available in 2016. This is a non-matching grant.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Fees/Charges for Service	\$5,000.00	Participant responsibility for swim lessons (50%)
Grant	\$5,000.00	Grant revenue
Total	\$10,000.00	

EXPENSE

Proposed Project Cost.

Project	Amount	Funds
Staffing Costs	\$5,000.00	Cost of staff for lessons (3 children X 4 hours X \$13/hr for 200 children)
Facility overhead	\$2,880.00	pool costs for 24 hours of class time if all classes are full
Materials Costs	\$500.00	
Total Amount	\$8,380.00	

Responsible Staff:

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

Attachments:

Resolution

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE MAKE A SPLASH FOUNDATION FOR \$5,000 TO PROVIDE SWIM SCHOLARSHIPS TO DISADVANTAGED CHILDREN

WHEREAS, the USA Swimming Foundation has \$300,000 available for partner organizations through their 2016 grants program, with grants available to municipalities, non-profits, counties and school districts through their Make a Splash program; and

WHEREAS, the Laramie Community Recreation Center has the only Municipal pool facilities in the County and provides swim lessons to approximately 1,750 children a year; and

WHEREAS, children who participate in swim lessons learn important water safety skills that last a lifetime, keeping them safe and physically active; and

WHEREAS, the City of Laramie has a higher proportion of individuals living at or below the poverty level when compared to other communities regionally, potentially putting swim lessons out of reach financially for many children; and

WHEREAS, the City of Laramie Parks and Recreation Department has submitted a grant to the USA Swimming Foundation's Make a Splash Grant program in an amount of \$5,000 for swim lesson scholarships for disadvantaged children; and

WHEREAS, the funding would provide scholarships to offset the cost of swim lessons for over 200 children;

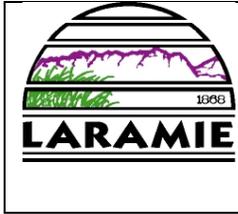
NOW, THEREFORE, BE IT RESOLVED that the Parks, Tree and Recreation Board approves of the submission of a grant application to the USA Swimming Foundation's Make a Splash Grant program in the amount of \$5,000 to provide scholarships for swim lessons to those children who have financial need and recommend that the Laramie City Council concur.

PASSED, APPROVED AND ADOPTED THIS 9th day of March, 2016.

ATTEST

PARKS, TREE AND RECREATION BOARD CHAIR

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING March 9, 2016



Agenda Item: Recreation

Resolution

Title: Laramie Recreation Center and Ice & Event Center Master Fee Schedule Annual Amendment

Recommended Board MOTION:

I move to recommend approval Resolution 2016- updating the 2015 Parks and Recreation Master Fee Schedule as presented.

Administrative or Policy Goal:

4. The Board will review annually and provide recommendations on fees and policies for the Recreation Center and Ice and Event Center based on the operating pro-forma.

Background:

In June, 2015 the Laramie City Council as part of a typical annual review adopted a Master Fee Schedule adjustment as recommended by the Parks, Tree and Recreation Advisory Board. At that time, Council requested that the regular updates be included in the regular budget process and adoption scheduled to coincide with budget meetings, which is why this adjustment comes at only a nine month interval.

This year in preparation for the Master Fee Adjustments staff have reviewed membership structure and fees for other similar facilities in our region. Also, when the Recreation Center Fees were originally developed, the consulting firm of Ballard King and Associates advised on the structure and approach in order to develop a sustainable revenue structure. In considering adjustments this year, Ken Ballard provided input regarding current trends and made recommendations for strategies to maintain sustainable revenue which, if implemented, would modify the original structure and may be considered at a future meeting. Important points he raised for consideration included:

- Encouraging members to enter into “non-expiring” memberships paid by EFT.
- Not allowing retirees to continue to be part of their previous employer’s discount group.
- Considering a fee increase every two years.
- Consider a month to month membership program with a thirty day cancellation policy.

Although staff is not recommending an increase to membership fees at this time, several of the recommendations are being researched further and may be presented for consideration at a future date. For this revision, the following more minor adjustments are being recommended for implementation in conjunction with the Summer Program Guide.

1. Adjust the childcare fees to \$4.00/hour, eliminating the non-member option due to lack of use and add an “additional child” fee of \$2.00/hour.
2. Adjust the drop in fitness class rate for non-member price to \$8/class to encourage membership consideration.
3. Add a one month membership option at \$70/month.

4. Removal of the permanent exception to rental fees for the County elections. This would instead be set at the request of the County for each election.
5. Retirees would be not be eligible for group discounts from the business from which they retired.
6. Separate indoor and outdoor triathlon rates to allow for less expensive indoor triathlons.
7. Remove some Red Cross Certification Classes due to discontinuation by Red Cross or lack of use.
8. Update the rental fee for roller and ice skates to better manage change in the cash drawers.
9. Increase the fee for skate sharpening to help manage volume.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type	
Fees/Charges for Service	\$1,000.00	Additional revenue from skating rentals	
Fees/Charges for Service	\$640.00	Additional revenue from Skate Sharpening increase	
Fees/Charges for Service	\$3,000.00	Additional revenue from Fitness Class Drop in change	
Fees/Charges for Service	\$3,000.00	Additional revenue from One Month Memberships	
Fees/Charges for Service			
Other			
Total	\$7,640.00		

EXPENSE

Source	Amount	Type
		No additional costs for these increases
Other		
Total	\$0.00	

Responsible Staff:

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

Attachments:

Resolution

Attachment A—2016 Parks and Recreation Master Fee Schedule

RESOLUTION NO. 2016- ____

A RESOLUTION AMENDING THE MASTER FEE SCHEDULE FOR THE PARKS AND RECREATION DEPARTMENT, WITH EFFECTIVE AN EFFECTIVE DATE OF AUGUST 23, 2016 AS INDICATED IN ATTACHMENT A.

WHEREAS, various fees and charges have existed for recreation facilities and programs within the Parks and Recreation Department for many years, and these fees and charges have been modified at various times to address costs associated with providing these services, and;

WHEREAS, in June, 2015, the City Council approved a Resolution adopting a revised Master Fee Schedule for the Parks and Recreation Department with effective dates of May 17 and Oct. 1, 2015, and;

WHEREAS, on March 9th, 2016 the City Parks, Tree and Recreation Advisory Board reviewed and considered the revisions in Attachment A;

NOW THEREFORE, THE PARKS, TREE AND RECREATION ADVISORY BOARD RECOMMENDS THAT THE CITY COUNCIL ADOPT THE REVISIONS TO THE MASTER FEE SCHEDULE AS ATTACHED IN ATTACHMENT A:

PASSED AND RECOMMENDED on this 9th Day of March 2016.

Jacque Stonum,

Parks, Tree and Recreation Advisory Board Chair

Attest:

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER CHANGES EFFECTIVE MAY 23, 2016

	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
DAILY ADMISSION - LCRC					
Under 3	all	Free			
Child (3-12)	Resident	\$3.50			
	Non-resident	\$4.50			
Youth (13-18)	Resident	\$5.00			
	Non-resident	\$6.50			
Adult (19-59)	Resident	\$6.00			
	Non-resident	\$8.00			
Senior (60+)	Resident	\$5.75			
	Non-resident	\$7.50			
Shower		\$4.00			*Includes a towel!
Childcare - per hour	Member	\$3.50	\$2/hr add'l child	43% dec 2nd child	Change fees to simplify and make affordable for families with more than one child. 1 hr min/2 hrs max
	Non-member	\$5.00		Delete	
Indoor Playground (<i>members only</i>)	Member	Free			Requires adult supervision
	Non-member	Not available			
Outdoor Pool - under 3		Free			
Outdoor Pool Youth (3-17)	Resident	\$3.00			
	Non-resident	\$4.00			
Outdoor Pool Adult (18-59)	Resident	\$4.50			
	Non-resident	\$5.50			
Outdoor Pool Senior (60+)	Resident	\$3.00			
	Non-resident	\$4.00			
20 VISIT MULTIPLE PASS - LCRC					
Under 3		FREE			**Not considered a membership for fee reductions or activities
Child (3-12)	Resident	\$52.50			25% discount off daily
	Non-resident	\$67.50			
Youth (13-18)	Resident	\$75.00			25% discount off daily
	Non-resident	\$97.50			
Adult (19-59)	Resident	\$90.00			25% discount off daily
	Non-resident	\$120.00			
Adults w/ disabilities	Resident	\$86.25			25% discount off daily
	Non-resident	\$112.50			
Senior (60+)	Resident	\$86.25			25% discount off daily
	Non-resident	\$112.50			

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER						CHANGES EFFECTIVE MAY 23, 2016
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE		NOTES (informational only not set by policy)
1 MONTH UNLIMITED PASS - LCRC						
Child (3-12)			\$45.00	NEW		**Considered a membership for fee reductions Provides additional flexibility, without undermining memberships
Youth (13-18)			\$65.00	NEW		Provides additional flexibility, without undermining memberships
Adult (19-59)			\$77.00	NEW		Provides additional flexibility, without undermining memberships
Adults w/ disabilities			\$74.00	NEW		Provides additional flexibility, without undermining memberships
Senior (60+)			\$74.00	NEW		Provides additional flexibility, without undermining memberships
Household			\$142.00	NEW		Provides additional flexibility, without undermining memberships
6 MONTH PASS - LCRC						
Billing Convenience Fee	Monthly billing	\$1/monthly transaction				To cover the cost of billing for 6 month and annual passes billed monthly Incorporated into regular fees
Under 3		FREE				
Child (3-12)	Resident	\$67.00				
	Non-resident	\$98.00				
Youth (13-18)	Resident	\$109.00				
	Non-resident	\$156.00				
Adult (19-59)	Resident	\$234.00				
	Non-resident	\$364.00				
Adults w/ disabilities	Resident	\$130.00				
	Non-resident	\$187.00				
Senior (60+)	Resident	\$130.00				
	Non-resident	\$187.00				
Household	Resident	\$416.00				
	Non-resident	\$624.00				
Additional Member	Resident	\$15.00				
	Non-resident	\$15.00				

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER					CHANGES EFFECTIVE MAY 23, 2016
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	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
ANNUAL MEMBERSHIP - LCRC					
Billing Convenience Fee	Monthly billing	\$1/monthly transaction			To cover the cost of billing for 6 month and annual passes billed monthly Incorporated into regular fees
Under 3		FREE			
Child (3-12)	Resident	\$93.00			Up to 6 people in same house **unrelated individuals must show proof of residency
	Non-resident	\$130.00			
Youth (13-18)	Resident	\$156.00			
	Non-resident	\$218.00			
Adult (19-59)	Resident	\$338.00			
	Non-resident	\$473.00			
Adults w/ disabilities	Resident	\$187.00			
	Non-resident	\$260.00			
Senior (60+)	Resident	\$187.00			
	Non-resident	\$260.00			
Household	Resident	\$624.00			
	Non-resident	\$873.00			
Additional Member	Resident	\$25.00			
	Non-resident	\$25.00			

ADDITIONAL NOTATIONS AND DISCOUNTS - LARAMIE COMMUNITY RECREATION CENTER

~~Elections held by the City or County governments at City Recreation Facilities shall not be charged rental fees--Delete~~

Albany County Residents are eligible for resident rates

Household includes up to six household members living in the same house - may be required to show proof of residence. Each additional household member is charged an additional \$25 for annual pass and \$15 for six month pass.

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER

CHANGES EFFECTIVE MAY 23, 2016

	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
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GROUP/CORPORATE DISCOUNTS:

	10% discount for 20 to 30 annual or six month memberships
	15% discount for 31 to 40 annual or six month memberships
	20% discount for 41 or more annual or six month memberships
	20% discount for all benefitted or non-benefitted City of Laramie and Albany County Non-Profit employees for annual or six month memberships.
	<i>Individuals must be CURRENT employees of the discounted organization, retirees are not eligible for previous employer discounts. Members must provide proof of employment annually. Available to businesses and organizations located within Albany county. All group/corporate memberships must be paid in full or paid by ACH/ACC from the individual member's checking, credit card, or debit account on the 2nd of each month. Group memberships do not automatically review. All group/corporate membership discounts will be in effect for 12 months based upon the number of memberships on July 1st of each year.</i>

VISITING GROUPS/TEAM RATES: (Scout troops, visiting sports teams, convention attendees, church youth groups, etc.)

The resident daily rate may be given as a group discount to any visiting non-resident, team or official group with more than 10 group members	Available to organized groups or teams that come into the Recreation Center together for a daily use. *ONLY AVAILABLE FOR DAILY ADMISSION* If the majority of the group age is under 14 years, Chaperones are allowed free admittance, at a 1 to 5 student ratio maximum. Group must make one single payment & enter together.
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EQUIPMENT RENTALS - LCRC					
Daily use locks	all	\$0.50			To prevent theft
Small lockers/month	Member	\$8.00			Taxable fee
	Non-member	n/a			
Large lockers/month	Member	\$10.00			Taxable fee
	Non-member	n/a			
Croquet Set	Member	\$3.00			Taxable fee
	Non-member	\$3.50			
Flag Football Set	Member	\$13.00			Taxable fee
	Non-member	\$16.00			
Horseshoes Set	Member	\$3.00			Taxable fee
	Non-member	\$4.00			
Softball Set w/ Helmets	Member	\$15.00			Taxable fee
	Non-member	\$20.00			
Street Hockey Set	Member	\$15.00			Taxable fee
	Non-member	\$20.00			
Tug-o-War Rope	Member	\$5.00			Taxable fee
	Non-member	\$7.00			

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER						CHANGES EFFECTIVE MAY 23, 2016
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE		NOTES (informational only not set by policy)
Volleyball Set	Member	\$15.00				
	Non-member	\$20.00				Taxable fee
Deposit for Rented Equipment		\$25.00				Taxable fee
FACILITY RENTALS - LCRC						
Parties						
Birthday Party Package #1	Member	\$56.00				(20% discount from individual pricing) 1 hr rm, 10 passes
	Non-member	\$60.00				
Birthday Party Package #2	Member	\$148.00				(20% discount from individual pricing) Host, 2 hr rm, 10 passes, 2 pizzas and drinks
	Non-member	\$156.00				
Birthday Party Package #3 *Custom*	Member	\$205.00				(20% discount from individual pricing) Host, 10 passes, 1/2 gym 2 hr w bounce house, 2 hr MP room, 2 pizza and drinks
	Non-member	\$222.00				
Facilities						
Conference Room/hr 57 person occupancy	Member	\$35.00				
	Non-member	\$40.00				
	Non-profit	\$20.00				
Kitchen/hr	Member	\$10.00			rented with front conference room	
	Non-member	\$10.00				
Multi-purpose Room (1 or 2) /hr or 24 person occupancy, respectively	Member	\$35.00				
	Non-member	\$40.00				
	Non-profit	\$20.00				
Full Multi-purpose/hr	Member	\$65.00				
	Non-member	\$75.00				
	Non-profit	\$40.00				
Full gym/hr	Member	\$60.00				
	Non-member	\$70.00				
One court/hr	Member	\$30.00				
	Non-member	\$35.00				
Floor covering - per 1/2 court / event	N/A	\$30.00				
Fitness Room/hr	Member	\$35.00				
	Non-member	\$40.00				
Full facility (excluding aquatics) per hour	Member	\$380.00				
	Non-member	\$420.00				

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER						CHANGES EFFECTIVE MAY 23, 2016	
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE		NOTES (informational only not set by policy)	
Stage - 2 hours (per use)		\$100.00					
Damage Deposit	Per event	\$300.00					
Pool Shelter (sm or lg)	Member	\$35.00					
	Non-member	\$40.00					
Any one pool area/hr							
0-75 persons	Member	\$165.00					
	Non-member	\$185.00					
76-100 persons	Member	\$193.00					
	Non-member	\$215.00					
101-150 persons	Member	\$220.00					
	Non-member	\$245.00					
Inflatable/hr (does not include pool or gym rental, a minimum of half the 8 lane must be rented for the aquatics inflatables or 1 court for dry-land)							
Aqua Challenge or Fun Run (per hour for first hour)	Member	\$50.00				Must also rent half 8 lane pool.	
	Non-member	\$60.00					
Additional Hour	Member	\$10.00					
	Non-member	\$10.00					
Jungle Gym or Trampoline (per hour for first hour)	Member	\$30.00				Must also rent half 8 lane pool.	
	Non-member	\$40.00					
Additional Hour	Member	\$10.00					
	Non-member	\$15.00					
Dry-land Inflatable - per hr	Member	\$35.00				Bounce house, must also rent one court in the gym.	
	Non-member	\$40.00					
PROGRAMS							
AQUATICS							
EVENTS							
Easter Egg Hunt	Member	N/C w admission					
	Non-member	N/C w admission					
Punkin Dunkin	Member	N/C w admission					
	Non-member	N/C w admission					
Dog Days (at Rec Center pool)	Member	\$3.00					
	Non-member	\$4.00					
Dog Days (at Wading pool)	Member	Free					
	Non-member	Free					

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER						CHANGES EFFECTIVE MAY 23, 2016
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE		NOTES (informational only not set by policy)
GROUP SWIM LESSONS						
Learn To Swim						
	Member	\$18.50				
Saturday lessons-4 classes	Non-member	\$24.00				
	Member	\$37.00				
Parent & Child - 8 classes	Non-member	\$48.00				
	Member	\$37.00				
Preschool - 8 classes	Non-member	\$48.00				
	Member	\$37.00				
Levels 1 - 5 - 8 classes	Non-member	\$48.00				
PRIVATE SWIM LESSONS						
	Member	\$18.00				
Private Swim Lessons - 1 person per 1/2 hr	Non-member	\$25.00				
	Member	\$60.00				
Package Private Swim Lessons - per 1 person per 1/2 hr (4 lessons)	Non-member	\$72.00				
	Member	\$100.00				
Package Private Swim Lessons - per 1 person, per 1/2 hr (8 lessons)	Non-member	\$124.00				
SEMI-PRIVATE SWIM LESSONS						
	Member	\$27.00				
Semi-Private Swim Lessons - per 2 person per 1/2 hr	Non-member	\$30.00				
	Member	\$90.00				
Package Semi-Private Swim Lessons - per 2 person per 1/2 hr (4 lessons)	Non-member	\$104.00				
	Member	\$160.00				
Package Semi-Private Swim Lessons - per 2 persons, per 1/2 hr (8 lessons)	Non-member	\$188.00				
ACTIVITIES						
Kayak practice/drop-in	N/A	N/C w admission				
Water Polo Drop-in	N/A	N/C w admission				
Water Polo per team (4 week League)	N/A	\$165.00				
Innertube Water Polo per team (6 week league)	N/A	\$75.00				
Innertube Water Polo per team (Tournament)	N/A	\$45.00				
YOUTH PROGRAMS						
Athletics						
Little Kickers (3-4 yr) and (5-6 yr)		\$45.00				
Little Sluggers		\$45.00				
Youth Volleyball		\$30.00				
Youth Basketball (Jr Cowboys/Cowgirls)		\$45.00				

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER						CHANGES EFFECTIVE MAY 23, 2016
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE		NOTES (informational only not set by policy)
Youth Football (Jr. Cowboys)		\$45.00				
YBT - earlybird registration by March 1		\$150.00				
YBT - registration after March 1		\$175.00				
SACC Programs						
Kid's Night Out	Member	\$10.00				
	Non-member	\$12.00				
Teen Night	all	\$5.00				
Full Day SACC	all	\$32.00				
Half Day SACC	all	\$16.00				
SACC	Cal 1-Weekly	\$75/\$80				Fee pd before 5th of month/fee paid after 5th of the month**Those qualifying for DFS Subsidy are exempt from this schedule. We will accept DFS Payment for services
	Cal 1-Daily	\$16/\$18				
	Cal 2-Weekly	\$42/\$46				
	Cal 2-Daily	\$9/\$10				
	Cal 3-Weekly	\$26/\$30				
	Cal 3-Daily	\$5.50/\$6.25				
	Re-schedule fee	\$20.00				
Summer Clubs	1/2 day Cal 1	\$65.00				7:30-12:30/12:30-5:30
	1/2 day Cal 2	\$50.00				
	1/2 day Cal 3	\$35.00				
	Full day Cal 1	\$125.00				
	Full day Cal 2	\$100.00				7:30am - 5:30pm
	Full day Cal 3	\$75.00				
Safety Programs						
Safely Riding in the Community	all	\$10.00				Coordinated with PD
Bicycle Safety	all	\$10.00				Coordinated with PD
ADULT PROGRAMS						
ATHLETICS						
Softball						
Men's per Team w Tournament	2 ump's	\$500.00				10 gm w double elimin
Women's per Team w Tournament	2 ump's	\$500.00				10 gm w double elimin
Co-ed w Tournament	2 ump's	\$500.00				10 gm w double elimin
*NO ASA membership for all leagues						

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER						CHANGES EFFECTIVE MAY 23, 2016
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE		NOTES (informational only not set by policy)
Volleyball						
Co-ed, Women's Volleyball per team		\$180.00				10 gm w double elimin
Sand Volleyball per 4 player team (Men's, Women's, & Co-Ed)		\$150.00				
Kickball - per team						
		\$120.00				
Pickle Ball						
League pickle ball, per team		\$120.00				10 gm w double elimin
Drop in play	Member	N/C w admission				
	Non-member	N/C w admission				
Adult Basketball						
Rec A (Competitive) per team		\$500.00				w Ref's
Rec B per team		\$500.00				w Ref's
Women's per team		\$500.00				
Technical "Fine"		\$20.00				Charged when a Technical is given - can not play again until paid
FITNESS CLASSES **Members Only= 6 month or annual pass holders						
Fitness Class Per Class In fee (space available)	Member	\$3.00				*Not available to Multi-Pass holders
	Non-member	\$6.00	\$8.00	34% inc.		
6 Month UnlimitedFitness Package--(Members Only)	Member	\$132.00				
12 Month UnlimitedFitness Package--(Members Only)	Member	\$237.00				
PERSONAL TRAINING **Members Only=20 visit, 6 month or annual pass holders						
Circuit Weight Orientation	Members	Free				
	Non-member	N/C w admission				
Personal Trainer - 1 person/1 hr	Members only	\$30.00				
Personal Trainer - 2 person/1 hr	Members only	\$40.00				
EVENTS						
Outdoor Triathlon						
Youth (8-17)	Member	\$45.00				Separate Outdoor Triathlon rates
	Non-member	\$55.00				
Adult	Member	\$65.00				
	Non-member	\$75.00				
Relay Team	Member	\$115.00				
	Non-member	\$125.00				

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER						CHANGES EFFECTIVE MAY 23, 2016
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE		NOTES (informational only not set by policy)
Indoor Triathlon						Separate Outdoor Triathlon rates from Indoor rates
	Member		\$20.00	New		
Youth (8-17)	Non-member		\$25.00	New		NEW
	Member		\$25.00	New		
Adult	Non-member		\$30.00	New		NEW
General--Training						
	Member	\$80.00				
Red Cross for Baby sitters	Non-member	\$85.00				Min 4 participants-- includes Waterpark
	Member	\$85.00				
Junior Lifeguard class	Non-member	\$95.00				Min 3 participants
	Member	\$200.00				
Lifeguard with Waterpark	Non-member	\$225.00				Remove Waterpark
	Member	\$125.00				
Lifeguard Review	Non-member	\$135.00				Min 1 participants
	Member	\$260.00				
WSI	Non-member	\$285.00				Min 3 participants
	Member	\$500.00				
Lifeguard Instructor	Non-member	\$540.00				Min 3 participants
	Member	\$30.00				
Oxygen Administration	Non-member	\$35.00				Min 3 participants
	Member	\$65.00	NA	Delete		
First Aid/CPR & AED-Adult	Non-member	\$70.00	NA	Delete		Delete for lack of use
	Member	\$70.00	NA	Delete		
First Aid/CPR & AED-Adult/Child	Non-member	\$75.00	NA	Delete		Delete for lack of use
	Member	\$75.00				
First Aid/CPR & AED-Adult/Child/Infant	Non-member	\$80.00				Min 3 participants
	Member	\$45.00				
First Aid	Non-member	\$50.00				Min 3 participants
	Member	\$65.00	NA	Delete		
CPR Pro & Health	Non-member	\$70.00	NA	Delete		No longer offered by Red Cross
	Member	\$45.00	NA	Delete		
CPR Pro & Health-Review	Non-member	\$50.00	NA	Delete		No longer offered by Red Cross
	Member	\$70.00				
Safety Training for Swim Coaches	Non-member	\$75.00				

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY ICE AND EVENT CENTER				CHANGES EFFECTIVE MAY 23, 2016	
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
DAILY ADMISSION					
**ALBANY COUNTY RESIDENTS = RESIDENT					
Ages 5 & up	Resident	\$5.00			
	Non-resident	\$6.00			
Ages 3 & 4	Resident	\$2.50			
	Non-resident	\$3.00			
Senior Skate	Resident	\$2.50			
	Non-resident	\$3.00			
Half-price Skate	Resident	\$2.50			
	Non-resident	\$3.00			
Drop-in Figure Skate	Resident	\$7.00			
	Non-resident	\$8.00			
Drop-in Stick & Puck (18yrs +) 1 hr	Resident	\$7.00			
	Non-resident	\$8.00			
Drop-in Hockey (18yrs +) 1 hr	Resident	\$10.00			
	Non-resident	\$12.00			
Drop-in Curling	Resident	\$5.00			Limited sessions
	Non-resident	\$6.00			
20 VISIT MULTIPLE PASS					
ALBANY COUNTY RESIDENTS = RESIDENT					
Admission Only - all ages	Resident	\$75.00			(25% package discount)
	Non-resident	\$90.00			(25% package discount)
Drop-in Activities	Resident	\$105.00			(25% discount off daily)
	Non-resident	\$120.00			(25% package discount)
ICE EQUIPMENT/SERVICES					
Skate Rental - Public Skate	>age 4	\$2.25	\$2.50	12% inc.	includes tax adjustment to manage cash drawer
	age 4 and under	\$1.00			includes tax
Broomball Shoe Rental		\$2.50			includes tax
Ice Scooter Rental		\$2.50			during public skate times
Skate Sharpening - Overnight		\$5.00	\$7.00	40% inc.	Adjustment to manage volume
Music cutting/editing - per routine		\$15.00			
CD		\$4.72			\$5.00 total w tax
Dance Floor - per event		\$30.00			

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY ICE AND EVENT CENTER				CHANGES EFFECTIVE MAY 23, 2016	
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
ICE PROGRAMS					
Skate Lessons (Learn to Skate)					
per class rate					
All group lessons - learn to skate, freestyle, adult for each 15 minutes of instruction		\$3.00			per 15 minutes of class time, LTS includes 2 skate passes
Speed Skate Lessons per 1 hr session		\$4.00			
On Ice Conditioning per half hour session		\$6.00			
Certification Testing/level - per test		\$10.00			ISI - \$.50/cert + staff
ISI Membership-added to LTS costs		\$15.00			
Private Skate Lessons					
Gold Level Instruction, one person per 1/2 hr		\$28.00			plus cost of skate admission
Novice Level Instruction, one person per 1/2 hr		\$25.00			plus cost of skate admission, mid-level cert. for instructor
Juvenile Level Instruction, one person per 1/2 hr		\$23.00			plus cost of skate admission, entry level cert for instructor
Events/Leagues					
Winter Ice Exhibition (Practice & Show)	Member	\$30.00			
Winter Ice Exhibition (Show)	Member	\$10.00			
Spring Ice Show (Practice & Show)	Member	\$40.00			Plus costume fee, 5 practices
Spring Ice Show (Show only)	Member	\$10.00			
Ice Races (single day 2 hr)	Member	\$15.00			cover cost of awards
Broomball Adult Co-ed per team		\$300.00			
Curling League - per team		\$300.00			
Turkey Curling (Tomspiel) per team		\$25.00			
Turkey Curling spectator w/can food		\$0.00			
ICE AND EVENT CENTER RENTALS					
Parties					
Birthday Party Package #1		\$105.00			(Fee changed from Rec Center to reflect 80% of actual cost) 2 hr rm, 10 passes, 10 gift bag passes)
Birthday Party Package #2		\$150.00			(Fee changed from Rec Center to reflect 80% of actual cost) Host, 2 hr rm, 10 ice passes, 10 hot dogs and drinks)
Add'l B-day Party Attendees		\$10.00			For each person over the initial 10--fee covers food/entrance/favors
Misc.					
Zamboni per cut		\$25.00			
Ice Time per hour					
Prime Time Mon-Sun (5 am - 11 pm)		\$165.00			
After hours rental - per hour		\$195.00			Special circumstances--Rec Mgr approval required
Contract Agreement users		\$150.00			Advisory Approved MOU commitment

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY ICE AND EVENT CENTER				CHANGES EFFECTIVE MAY 23, 2016	
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
Group Rentals	20-50 people	\$200.00			per hour, includes skates
	51-100 people	\$250.00			per hour, includes skates
	101+ people	\$250.00			per hour, includes skates - min. 2 hr rental
Albany County and K12 School Groups-not affiliated w ACSD #1 (Open School, CHC, etc.)	<26 people	\$100.00			first hour, \$50 each additional consecutive, includes skates
	26+ people	\$125.00			first hour, \$75 each additional consecutive, includes skates
NON-ICE EVENT CENTER RENTALS W/O ALCOHOL					
Facility Rentals					
Complete Center - 8am - 11pm per day	N/A	\$500.00			Day = 8 am to 11 pm
Complete Center - 8am - 11pm per hr		\$40.00			
11pm - 1am per hr		\$75.00			Pay FT MOD 1 1/2
Contract Agreement users		\$30.00			
Albany County and K12 School Groups-not affiliated w ACSD #1 (Open School, CHC, etc.)	<26 people	\$70.00			first hour, \$30 each additional consecutive, includes skates (Discount of approx 25% over regular cost)
	26+ people	\$95.00			first hour, \$30 each additional consecutive, includes skates (Discount of approx 25% over regular cost)
Public Events Charging Admission		*			*Greater of rental fees or 20% of gross receipts (10% for not-for-profit) net applicable fees
		*			
Lobby/Concessions per day	Member	\$200.00			Day = 8 am to 11 pm
Lobby/Concessions per hr	Member	\$20.00			
Meeting Room per hr		\$15.00			
Damage Deposit		\$300.00			
Parties					
Birthday Party Package #1		\$74.00			(80% of actual cost) 2 hr rm, 10 passes, skates during public skate
Birthday Party Package #2		\$115.00			(80% of actual cost) 2 hr rm, 20 passes, skates, during public skate
Birthday Party Package #3		\$195.00			(80% of actual cost) Host, 2 hr full facility, 20 passes, bounce feature and skates, scooters or roller hockey) Private rink
Party Host		\$40.00			Add a party host for two hours to any package
Food for Add'l B-day Party Attendees		\$25.00			Pizza or hot dogs and drinks for 10 people

EXHIBIT A -PROPOSED 2016 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY ICE AND EVENT CENTER				CHANGES EFFECTIVE MAY 23, 2016	
	Qualifier	CURRENT FEE	PROPOSED FEE	% CHANGE	NOTES (informational only not set by policy)
NON-ICE CENTER RENTALS EVENT W/ ALCOHOL					
Complete Center - 8am - 11pm per day	Member	\$600.00			Day = 8 am to 11 pm
Complete Center - 8am - 11pm per hr		\$50.00			
11pm - 1am per hr		\$85.00			Pay FT MOD 1 1/2 w/ Rec Mgr Approval only
Public Events Charging Admission	For Profit	*			*Greater of rental fees or 20% of gross receipts (10% for not-for-profit) net applicable fees
	Not for Profit	*			
Lobby/Concessions per day	Member	\$300.00			Day = 8 am to 11 pm
Lobby/Concessions per hr	Member	\$30.00			
Damage Deposit		\$400.00			
OFF SEASON PROGRAMMING					
Roller Hockey Drop In		\$4.00			1 hr session/drop in
Ages 5 & up	Resident	\$5.00			
	Non-resident	\$6.00			
Ages 3 & 4	Resident	\$2.50			
	Non-resident	\$3.00			
Skate Rental - Public Skate	>age 4	\$2.25	\$2.50	12% inc.	includes tax adjustment to manage cash drawer
	age 4 and under	\$1.00			includes tax

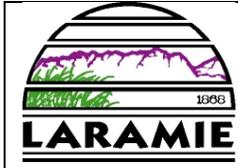
CITY OF LARAMIE PARK FEES--Informational Only-Fees set by ordinance

CITY OF LARAMIE PARK FEES--Informational Only-Fees set by ordinance				
1st St. Plaza	Current Fee		Damage Deposit	Special Details
			multiple facilities or over 200 ppl=\$300	
Plaza	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Fire Pit	\$10/hour	\$5/hr thereafter	\$ 150.00	
Depot Park				
Shelter #1	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Parking Lot				
Harbon Park				
Park (playground)				
Kiowa Park				
Park (playground)				
Kiwanis Park				
Shelter #1 (restrooms, elec)	\$25/hr first 2 hours	\$5/hr thereafter	\$150 over 50 people	
Soccer #1	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer #2	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer #3	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
LaBonte Park				
Shelter #1 West (restrooms)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #2 East	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #3 South	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Skate Park	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Optimist T-ball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Kiwanis Baseball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Roney Baseball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
LaBonte Softball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
LaPrele Park				
Shelter #1 (restrooms, elec, BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #2	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	

Huck Finn Pond				
LaRamie Park				
Laramie Soccer Field #1	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Laramie Soccer Field #2	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Optimist Greenbelt				
Greenbelt				
Optimist Park				
Shelter #1	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #3	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Trailhead				
O'Dell Mini Park				
Park (playground)				
Sandy Aragon Softball Complex				
Aragon East Softball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Aragon West Softball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Scout Park				
Scout Soccer Field #1	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Scout Soccer Field #2	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Undine Park				
Shelter #1 (restrooms, BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #2	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #3	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
BBQ Pit				
Tennis Courts	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Sand Volleyball Court	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Splash Pad	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Washington Park				
Otto Dahl Shelter (restrooms, water, elec. BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	

Shelter #1 (elec, BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #2 (BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Shelter #3 (BBQ)	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Basketball Court	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer Field #1	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Soccer Field #2	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Horseshoe Pits	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Bandshell	\$25/hr first 2 hours	\$5/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Sand Volleyball Court	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Wading Pool	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Softball Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Little League Complex				
Blue Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Gold Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Red Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Green Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
UW Cowboy Field				
Cowboy Field	\$40 first 2 hrs	\$10/hr thereafter	\$50 up to 25, \$100 26-50, \$150 over 50 people	
Misc. Permits				
Open Container	\$25/event			
Noise				
Vending				

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING April 10, 2013



Agenda Item: Parks Resolution
Title: Resolution to accept the 2016 City of Laramie West Nile Prevention Plan to mirror the 2013 Center for Disease Control WNV Surveillance Guidelines.

Recommended Board MOTION:

I move the Parks, Tree, and Recreation Advisory Board accept the updated 2016 City of Laramie West Nile Prevention Plan, and forward to Council for their consideration.

Administrative or Policy Goal: 10) The Board will review annually the condition and status of all City parks and support the enhancement of existing park amenities.

Background: The Centers for Disease Control, Division of Vector-Borne Disease (CDC DVBD) revised its recommendations for surveillance and control activities related to West Nile virus in June of 2013. These guidelines were studied by Mosquito Control staff and adapted to enhance the decision making process, communication with the public, and reaction to surveillance data collected in the current mosquito control program at the City of Laramie. <http://www.cdc.gov/westnile/resources/pdfs/wnvguidelines.pdf> 69 pages

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Donation		
Grant		
Loan		
Other		
Total	\$0.00	

EXPENSE

Proposed Project Cost. - (New signage for outdoor venues)

Project	Amount	Funds
Project Cost	\$100.00	100-5025-441.61-10
Donation		
Grants for Project		
Other/Outside Projects		
City's Amount	\$100.00	
Contingency		
Total Amount	\$100.00	

Responsible Staff: Keith Wardlaw, Mosquito Control Crew Supervisor, 721-5258;
 kwardlaw@cityoflaramie.org



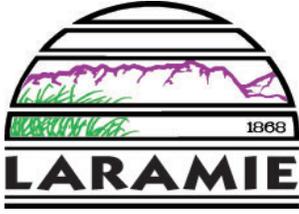
WEST NILE VIRUS PLAN

for the

City of Laramie, Wyoming

As Amended and Adopted by the
Laramie City Council

XXXXXXXX XX, 2016



CITY OF LARAMIE
PARKS & RECREATION DEPARTMENT
P.O. Box C
Laramie, WY 82073

Parks Division: (307) 721-5264
Fax (307) 721-5256
Recreation Division: (307) 721-5269
Fax: (307) 721-5284
Facilities Mgmt Division: (307) 721-3585
TDD (307) 721-5295

2016 West Nile Virus Plan

The City of Laramie Parks Division, Mosquito Control section has drafted the following plan in accordance with the guidelines set forth by The Centers for Disease Control (CDC) for the prevention of human cases of West Nile virus (WNV). These guidelines were most recently updated in late 2013 and are based on previous versions in 2000, 2002, and 2003. The document addressing this process is available through the Centers for Disease Control online at <http://www.cdc.gov/westnile/resources/pdfs/wnvguidelines.pdf>. (69 pages) The following excerpt is from the introduction (Page 10).

The unpredictable nature of WNV outbreaks necessitates the establishment and maintenance of surveillance systems capable of detecting increases in WNV transmission activity and the ability to respond to the surveillance data with effective, disease-reducing interventions. Such surveillance and control programs can be costly to maintain. However, it is important that communities with large human populations in areas with documented WNV risk establish and maintain surveillance for human cases and effective integrated vector management programs that incorporate environmental surveillance components capable of providing indicators predictive of human risk.

The 2016 West Nile Virus Plan will supersede the six (6) tiered hierarchy that was adopted by City Council in June of 2010 and is currently being implemented by the City of Laramie. The new plan concentrates effort on the use of mosquito surveillance as the most practical and timely surveillance system to detect the presence of WNV, but still accounts for the use of additional surveillance data when it is available. The 2016 plan places the risk of human infection associated with a positive sample from surveillance systems into a hierarchy that corresponds to a particular response. Some of the surveillance systems have been in place as a part of the City's mosquito control program to combat nuisance mosquitoes since the early 1970's. Others have been more recently instituted by the City, beginning in 2003. Still others are outside of the scope of mosquito control and will be administered by other agencies such as the State of Wyoming Department of Health, and the Wyoming State Veterinary Laboratory. Each of these organizations has an essential part to play in reducing the risk of WNV.

The City of Laramie nuisance mosquito control program will continue to operate and co-exist with the WNV control program. The strategies and control methods used are similar; however, different thresholds of mosquito activity will trigger control efforts in each program.

The following chart is "The Suggested Guidelines for Phased Response to West Nile virus", and is taken directly from the CDC document. This is a very broad outline and the following pages will identify specifics for the City of Laramie Program.

Suggested Guidelines for Phased Response to West Nile virus

Set forth by the Centers for Disease Control

City of Laramie West Nile Virus Plan

Risk Category	Probability of Human Outbreak	Definition	Recommended Response
0	None	No adult mosquito activity (vector species)	<ul style="list-style-type: none"> • Develop and review West Nile Virus response plan. • Review mosquito control program • Secure surveillance and control resources necessary to enable emergency response. • Maintain Source reduction projects • Review and update community outreach and public education programs.
1	Low	<ul style="list-style-type: none"> • Biting adult mosquitoes active (vector species) -or- • Epizootic (non – human WNV) activity expected based on onset of transmission in prior years. -or- • Limited or sporadic epizootic (non – human WNV) activity in birds or mosquitoes 	<ul style="list-style-type: none"> • Response as in category 0, plus: • Conduct Integrated Vector Management program to monitor and reduce vector mosquito abundance. • Conduct environmental surveillance to monitor virus activity (mosquitoes, sentinel chickens, avian mortality, etc...) • Initiate community outreach and public education programs focused on personal protection and residential source reduction.
2	High	<ul style="list-style-type: none"> • Sustained transmission activity in mosquitoes or birds. -or- • Horse cases reported -or- • Human case or viremic blood donor reported. 	<ul style="list-style-type: none"> • Response as in category 1 plus: • Intensify and expand adult mosquito control in areas using ground and/or aerial applications where surveillance indicates human risk • Intensify visible activities in community to increase attention to WNV transmission risk and personal protection measures. • Intensify and expand surveillance for human cases
3	Outbreak in Progress	<ul style="list-style-type: none"> • Conditions favor continued transmission to humans (i.e., persistent high infection rate in mosquitoes, continued avian mortality, seasonal mosquito population decreases not anticipated for weeks) -or- • Multiple confirmed human cases or viremic blood donors. 	<ul style="list-style-type: none"> • Response as in category 2 plus: • Intensify emergency adult mosquito control program repeating applications as necessary to achieve adequate control • Monitor effectiveness of vector control efforts • Emphasize urgency of personal protection including use of repellents, through community leaders and media.

**Level 0
NO
risk of
human
infection**

This level of risk requires no specific action to control mosquito larvae or adults for WNV prevention. At this level WNV transmission risk is zero because mosquitoes are inactive during the winter season. Planning, preparation, and training are the important tasks to be undertaken at this level. City of Laramie responses to level 0 are as follows:

Personnel have been trained in surveillance techniques for WNV and other mosquito borne illnesses at specialized training offered by CDC in 2002 and at the National West Nile conference in 2004. Additional training is conducted during state and regional meetings annually.

Mapping of larval mosquito sites has been an ongoing process for the City of Laramie program for over 25 years. Currently over 1,500 sites are cataloged. This data is necessary for both nuisance and vector mosquito control. Sites range from backyard fountains to 1,000-acre hay meadows. Most of these sites are outside the City Limits. The use of an interactive GIS database was implemented in 2012 to track sites and application data.

The adult mosquito surveillance program was instituted in 2004 for WNV detection and has evolved to enhance our ability to predict and respond to immediate threats. Surveillance trapping at 25 selected locations, utilizing two different kinds of traps over a wide geographic area provides detailed analysis of mosquito abundance and virus activity.

Larviciding and adulticiding equipment and programs are in place for the City's nuisance mosquito program as well as the vector control program. The same equipment and control strategies are often utilized for control of vector mosquito species even though the seasonality of population peaks are different and larval habitats are often different.

Source reduction is an Integrated Vector Management (IVM) method, which eliminates larval habitat. This can range from something as simple as a homeowner dumping rainwater out of an empty bucket, to an irrigation project costing millions of dollars. Source reduction is the most permanent and cost effective form of mosquito control long term but often sources cannot be eliminated due to wetland preservation laws and costs associated with large projects on private lands. Source reduction will be specifically targeted at sites that are known *Culex tarsalis* habitats when practical.

The City of Laramie will apply for grant funding annually through the State Department of Agriculture to fund surveillance supplies, technicians and mosquito control chemicals to help further protect our citizens. This funding source has been available since 2002 but is not guaranteed and must be approved by the legislature each biennium.

Community outreach is ongoing including: Public service announcements to media, newspaper articles, radio interviews, informative signs, City web page, and public informational meetings.

The City Chemical Hotline provides daily city wide information on Mosquito Control applications as well as City Parks Division Integrated Pest Management applications on City properties. The application schedules are updated at 4pm daily during the appropriate seasons. Call 721-5056 for a recording of planned applications. This same information is now also available via internet utilizing the City web page at <http://www.cityoflaramie.org/index.aspx?nid=485>

Risk Category

City of Laramie Response

**Level 1
LOW
risk of
human
infection**

Risk Level 1 is established each spring as female vector mosquitoes leave winter hideaways in search of blood meals; when animals or mosquitos test positive for WNV; or when animal positives are expected based on historical activity levels. The risk associated with this level is low because the virus transmission cycle occurs naturally in birds and mosquitoes but may not move to other hosts outside that cycle.

WNV has become established in our region and it is anticipated that the potential for animal and human infections can recur on an annual basis.

City of Laramie responses to level 1 are as follows: Continue activities of risk level 0, plus:

Larval control will be employed as a normal part of nuisance mosquito control during the spring floodwater and irrigation season. Larval control is recommended by CDC and the Environmental Protection Agency (EPA) for many reasons: Environmentally friendly treatments are available for larval control; it is more efficient to control mosquitoes in confined larval habitats rather than the huge acreages that require treatment once mosquitoes emerge and disperse; larval control reduces the risk of adult mosquitoes spreading disease. Larval control targeted at nuisance mosquitoes will also control vector mosquitoes when they share larval habitats. Targeted larval control will be conducted specifically in vector species habitats later in the season when floodwaters recede.

Residential adult mosquito control if surveillance indicates there is a likely potential for human risk to persist or increase. This control will include city wide applications of adult control insecticide from truck mounted ultra-low volume foggers. This is the same method and chemical presently used to control nuisance mosquitoes. The object of these applications is to limit mosquito numbers and break the cycle of mosquito-bird virus transmission. The City is divided into four zones that can each be treated during an evening shift. (South of Grand and east of the Union Pacific Railroad tracks, Aquifer Protection Overlay zone, North of Grand and east of the Union Pacific Railroad tracks, and West of the Union

Pacific Railroad tracks.) Normally the South Zone and the Aquifer Protection Overlay zone are done on the same night since they are the smallest of the four zones and are geographically related. The applications will be made to each of the four zones of the City on a rotating basis every 72 hours, until each zone has received three treatments. This level of application is normal and used for nuisance mosquitoes as well. Surveillance traps in each area will be closely monitored to determine if the treatment is having the desired effect.

Adult mosquito surveillance will be used to track the abundance of vector mosquitoes and determine if those mosquitoes are infected with WNV. Mosquito surveillance has become the standard platform for virus detection due to the decrease in the availability of other surveillance methods. Two types of mosquito traps will be used to sample mosquitoes at 25 permanent locations in and around Laramie as well as utilizing multiple roving traps at experimental sites. Sample populations will be tested with the City's RAMP system to determine if WNV is being transmitted within the mosquito-bird cycle. Samples that test positive with RAMP will be confirmed by PCR at the Wyoming State Vet Lab. Mosquito species other than the known vectors may also be tested to determine if other species are involved in the transmission cycle.

Samples will also be tested from surveillance sites operated by the Big Laramie Mosquito Control District, the Little Laramie Mosquito Control District and the Town of Rock River. This broadened surveillance area will enhance the safety of many Albany County residents and provide the City with greater advanced warning of vector populations that could migrate into the City. Timely detection of virus in vector mosquito populations will allow pre-emptive targeted applications to prevent widespread infections.

Surveillance of avian species for WNV has been an important diagnostic tool since 2002. Federal funding for this program was cut during the 2007 season leaving this surveillance tool in the hands of state and local agencies. City of Laramie will continue to collect potentially useful specimens for testing. Currently American Crows are the only bird that can be tested with the City's Rapid Analyte Measurement Platform (RAMP). Any samples which test positive with RAMP will be submitted to the Wyoming State Veterinary Laboratory for confirmatory testing. Call mosquito control at 721-5258 to report dead birds.

Surveillance of equine species for WNV has been conducted by the Wyoming State Vet Lab (WSVL) since 2002. Positive test results on horses are reported to the animal owner and health officials in the local area when appropriate. Many of the state's horses have been vaccinated. The vaccination program has decreased the number of horses that could potentially be infected and has lessened the usefulness of equine infections as a sentinel of disease transmission. WSVL still reports equine cases through the State Health Department's WNV website www.badskeeter.org when infections do occur. Mosquito control will monitor any equine infections reported within Albany County and include that data in assessing the risk of human infection. Contact your

veterinarian for information on horse vaccinations and testing of suspected WNV cases.

Human Surveillance has been conducted by Wyoming Dept. of Health each summer since 2002. General information regarding human infections is reported at the State Health Department's WNV website www.badskeeter.org, and at the Center for Disease Control website- www.cdc.gov/ncidod/dvbid/westnile. Mosquito control will monitor any human infections reported within Albany County and include that data in assessing the risk of human infection.

Inventory and mapping of specific larval sites containing *Culex tarsalis* mosquitoes was begun in the 2002 season and is ongoing. *Culex tarsalis* is considered the key vector for the Laramie area. Surveillance to determine if other important vector species live in the Laramie will also be conducted.

Community outreach includes public appearances at the annual Ag Expo (reaches all 3rd grade students in Albany County), public meetings and club events as requested by the public. Signage that relates the current risk of WNV infection and suggestions for prevention are placed in City recreation areas, golf courses and at the Albany County Public Health office. Articles and press releases with information to educate citizens about risks and benefits of an integrated mosquito control program and personal protection are published weekly. Information on scheduled applications of treatments and mapping of recent treatments will be posted daily on the City web page.

Risk Category _____ City of Laramie Response _____

**Level 2
HIGH
risk of
human
infection**

Risk level 2 is reached when: Sustained WNV transmission activity is documented in mosquitoes or birds; Horse cases reported; or a Human infection or viremic blood donor is reported. The risk is rated HIGH because the virus is persistent in nature and has ample opportunity to infect multiple hosts and multiple species.

Responses to level 2 are as follows: Continue activities from levels 0, 1 plus:

Residential adult mosquito control applications would be increased to include each of the three zones once every 36 hours. Permethrin based adult mosquito control insecticide would be applied from truck mounted ultra- low volume foggers using extra trucks on the evening shift. It is possible that nuisance control and vector control will overlap in the same time frame. This will not however result in multiple applications. Surveillance traps will be monitored to determine the effect of the application. The threshold to suspend or reduce this application level will be when surveillance indicates that the risk factors have decreased.

Aerial adult mosquito control in rural areas may be considered if

surveillance shows high populations of vector mosquitoes or sustained viral infection in areas adjacent to the City. The object of this application would be to extend a buffer zone around the City that would reduce the number of vector mosquitoes that could easily migrate into the City. This application would also be targeted to break the cycle of mosquito-bird virus transmission in the area and lower the risk of infection.

Organophosphate insecticide will be applied at the label mandated rate. This treatment and rate of application is also commonly used when reducing the number and migration of nuisance mosquitoes. Surveillance traps will be monitored to determine the effect of the treatment.

No-Spray zones may be suspended if surveillance indicates that the risk of infection is not reduced by these treatments. The City would make every effort to pre-notify affected property owners of the suspension.

Public education at this stage will be directed towards information that will help citizens understand the risk and emphasize personal protection measures that will reduce the risk of contact with infected mosquitoes. This could include various media outlets: Paid advertisements; Print Media; Press releases; Web page updates; Twitter; Facebook; Radio PSA; and Public access TV. Topics would include information on repellents, clothing, window screens, and changing activities or schedules to avoid peak mosquito activity times. This information is especially important for the elderly since they are the group most likely to have serious illness associated with WNV infection. Work with Albany County Public Health, Epsom Center, and elder care facilities to educate their clientele.

Consider cancellation or re-scheduling of City sponsored events at times that correspond with peak mosquito activity. (Examples: Evening softball, soccer, and baseball games).

Risk Category _____ City of Laramie Response _____

**Level 3
OUTBREAK
In
Progress**

Risk Level 3 is reached when multiple local human cases are confirmed and surveillance indicates conditions are still favorable for transmission to humans despite all previous control efforts. This level would be considered an epidemic outbreak in progress. It requires the highest possible level of mosquito control, public awareness and multi-agency teamwork to immediately decrease the risk of infection.

Responses to level 3 are as follows: Continue all activities from level 0, 1, 2, plus:

Aerial adult mosquito control to rural areas targeting areas of high vector mosquito numbers as outlined in level 2.

Citywide aerial application of adult mosquito control chemicals may be necessary to break the transmission cycle and eliminate vector transmission to human and animal hosts. This application would be made using a permethrin based adult control insecticide in a blanket coverage

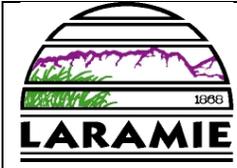
pattern to establish control citywide. This type of application must be pre-approved by the FAA and a flight plan must be on file before the application can be made. The FAA requires strict guidelines be followed regarding citizen notification of the operation and sets rules regarding pilot and aircraft certification for safety. The City requires pre-arrangement with the FAA annually by our contractor for this event. Aerial application over the City would be a last choice alternative when faced with serious health risks from WNV to Laramie citizens. This type of application requires constant monitoring of all surveillance systems to determine when the risk has been reduced and could require multiple applications.

Suspension of No Spray Program to insure complete coverage of all areas within the City limits. (May have been enacted in level 2) The City would make every effort to pre-notify affected property owners of the suspension.

Cancellation or re-scheduling of City sponsored events at times that correspond with peak mosquito activity. (Examples: Evening softball, adult and youth soccer, volleyball, and baseball games).

Public information and education is expanded to include television, radio, newspapers, and any other avenues available. Information may be broadcast using public access TV to keep citizens up to date on current events, pesticide applications and infection prevention strategies. Mailings may be included with city utility bills. Public officials utilized to provide information on vector avoidance and use of repellents.

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING January 13, 2016



Agenda Item: Parks

Grant

Title: 2016 Emergency Insect Management Grant Application

Recommended Board MOTION:

I move to approve the submission of a grant application in the amount of \$64,500 to the Wyoming Department of Agriculture for a 2016 Emergency Insect Management Grant.

Administrative or Policy Goal:

The Board will encourage and support continuing grants for Parks and Recreation programs and operations.

Background:

Recurring Annual Item

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	
Fees/Charges for Service	\$0.00	
Grant	\$64,500.00	
Agreement	\$0.00	
Agreement	\$0.00	
Total	\$64,500.00	

EXPENSE

Proposed Project Cost.

Project	Amount	Funds
Project Cost	\$397,663.00	FY16 Mosquito Control Budget
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount	\$397,663.00	
Contingency		
Total Amount	\$397,663.00	

Responsible Staff:

Keith Wardlaw, Mosquito and Urban Forestry Supervisor, 721-5258, kwardlaw@cityoflaramie.org

Attachments: WDA Grant Information, Pre-Application, Wish List

Available Funding will be dependent on final approval of the FY17 State Budget

2016

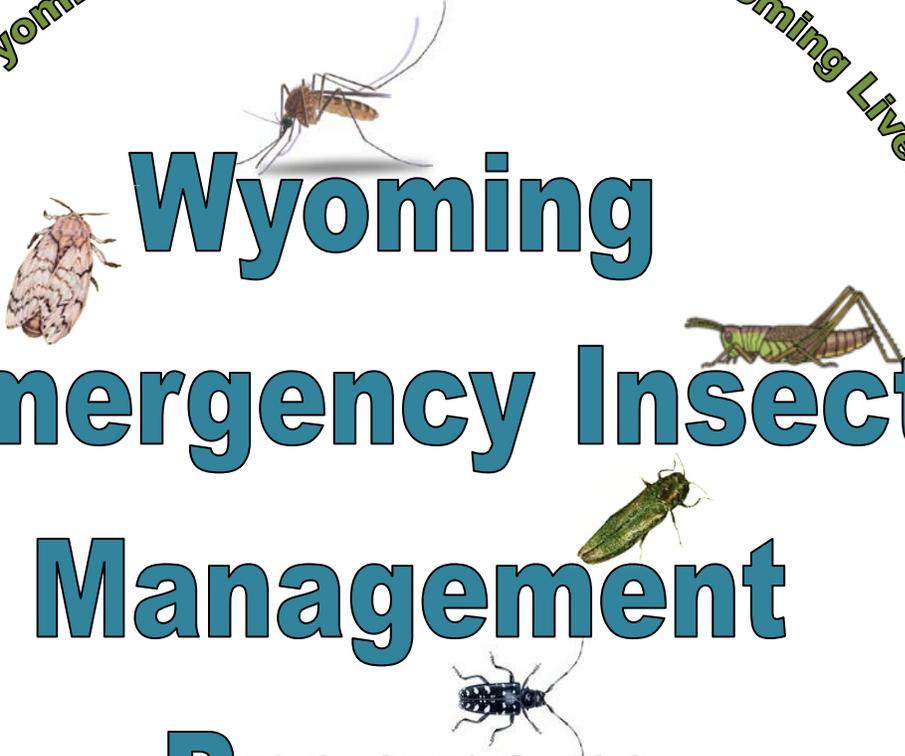
Application
Deadline
March 25th, 2016

Wyoming

**Emergency Insect Management
Grant Package**

Wyoming
Emergency Insect
Management
Program

Wyoming Game and Fish - Wyoming Department of Health - Wyoming Livestock Board - Wyoming Department of Agriculture - Wyoming Governor's Office



Grant Form and Selection Criteria.

	Page
1. Introduction	1
2. Definitions	1
3. Grant Information	1
4. Application Procedure and Instructions	2
5. Wyoming Pollutant Discharge Elimination System (WYPDES) Program	3
6. Selection Criteria	4 - 6
7. Appendices	
<u>Appendix A</u> -	Elements of an IPM Program – Mosquitoes and Human Health Concerns
<u>Appendix B</u> -	Elements of an IPM Program – Grasshoppers, Mormon Crickets and other Agriculture Pests
<u>Appendix C</u> –	Grant Application
<u>Appendix D</u> –	Final Report
<u>Appendix E</u> –	Control of West Nile Virus through Vector Mosquito Management
<u>Appendix F</u> -	WNV Monitoring Spreadsheets
<u>Attachment A</u> -	Adult Mosquito Data Sheet
<u>Attachment B</u> -	Larval Mosquito Data Sheet
<u>Appendix G</u> -	Procedures for Unforeseen Emergency Funding Requests

Note – This packet contains 32 pages including cover.

1. Introduction:

The 2003 Wyoming Legislature passed the Emergency Insect Management Program Act (EIMPA) (W.S. 11-5-401 through 11-5-405) to provide funding to state agencies and political subdivisions such as cities, towns, counties, weed and pest districts and special districts. This funding is to provide supplemental help to manage emergency outbreaks of insect pests and insect vectors of diseases for the protection of human health and safety, animal health including livestock and wildlife, agriculture and natural resources.

2. Definitions:

Emergency -An emergency occurs when the urgency and risk to human interests of an actual or potential outbreak of insect pests or insect vectors cannot be adequately addressed or managed with an applicant's available resources.

Grant Funds - are funds provided by the EIMPA and can be granted for not more than 50% of the total program cost to the grantee, except as provided by the act.

Only 20% of EIMPA funds may go to administrative costs, equipment and mapping activities during the first three years of a management program, and not more than 10% of these funds shall be used for those purposes in subsequent years.

Matching Funds - are provided by the Grantee and must make up 50% or more of the total cost of the program as determined by the committee, with the exception of certain insect pest outbreaks.

When grasshoppers and Mormon crickets are controlled before the incipient population occupies 2000 acres, the cost share from the EIMPA can be as high as 75%.

Grantee funds spent outside of the approved beginning and end dates of an approved program cannot be claimed as match.

The EIMC has the right to request specific documentation of Matching Funds from the Grantee, if the committee believes such documentation is necessary.

3. Grant Information:

For information concerning this program, contact:

Slade Franklin – Weed and Pest Coordinator
Wyoming Department of Agriculture
Phone: 307-777-6585 Fax: 307-777-1943
Email: slade.franklin@wyo.gov

4. Application Procedures and Instructions:

Pay special attention to the Selection Criteria for Grants section as it contains vital information about the grants and the basis for selection.

Complete the attached application (**Appendix C – Grant Application**) using extra sheets as needed (maximum of 10 pages: 4 page application, 6 additional sheets, plus requested attachments).

1. Applicant information

- a. All information must be completed and legible.
- b. Be sure to provide the name and title of the person who will have the authority to sign a contract between the department of Agriculture and your organization. (*ex. Town Mayor, County Commissioner, Board Chairman*)

2. Grant Request

- a. Provide your program a name the committee can refer to.
- b. Indicate the common name of the insect pest or insect vector and indicate if it is listed on either the Wyoming Designated Pest list or your County's Declared Pest List. Both lists are available and updated at www.wyoweed.org.
- c. Indicate the amount of the EIMPA Grant Funds you are requesting, the amount of Matching Funds you have and add the two for the total amount.
- d. Be sure to list any endangered or threatened species that may be impacted by your program.

3. Land Units Benefited

- a. Provide the number of acres in the management area, by ownership. In some cases, the program area will be larger than the number of acres requiring treatment.

4. Partners

- a. List all partners, INCLUDING YOUR ORGANIZATION, that will participate in the program or that will provide matching funds toward the program.
- b. Indicate the amount of their matching funds and whether the funds are cash (use a "C") or In-kind (use an "I").

5. Budget

- a. List an approximation of how much Grant, Matching Dollars, and Matching In-kind funds will be spent in the provided categories. The total for Matching Funds – Cash and Matching Funds – In-Kind must match the Total listed under Partners (Section 4.)
- b. Grant Funds may not be used for full-time employee salaries; only part-time salaries.
- c. Using a format similar to that outlined in the Section, give an itemized account of how the Grant Funds in the individual categories will be spent.

6. Program Narrative

- a. Complete the program narrative in six pages or less, following the format provided in the grant application. The completed grant should not be longer than 10 pages plus requested attachments.
- b. **Proposals with incomplete narratives will not be considered by the committee for approval.**

5. Wyoming Pollutant Discharge Elimination System (WYPDES) Program

A. Background

On October 31, 2011, EPA issued a final NPDES Pesticide General Permit (PGP) for point source discharges from the application of pesticides to waters of the United States. This action was in response to a 2009 decision by the U.S. Sixth Circuit Court of Appeals (*National Cotton Council, et al. v. EPA*) in which the court vacated [EPA's 2006 Final Rule on Aquatic Pesticides](#) and found that point source discharges of biological pesticides, and chemical pesticides that leave a residue, into waters of the U.S. were pollutants under the Clean Water Act (CWA). As a result of the court's decision, NPDES permits are generally required for these types of discharges as of October 31, 2011.

Effected operators include those that apply pesticides that result in discharges from the following use patterns: (1) mosquito and other flying insect pest control; (2) weed and algae control; (3) animal pest control; and (4) forest canopy pest control. The permit requires permittees to minimize pesticide discharges through the use of pest management measures and monitor for and report any adverse incidents. Some permittees are also required to submit NOIs prior to beginning to discharge and implement integrated pest management (IPM)-like practices. Record-keeping and reporting requirements will provide valuable information regarding where, when, and how much pesticides are being discharged to waters of the United States. Pesticide application use patterns not covered by a Pesticide General Permit may need to obtain coverage under an individual permit or alternative general permit if they result in point source discharges to waters of the U.S.

In Wyoming, the Department of Environmental Quality (DEQ) has the primary permitting authority for the CWA unless applications occur on tribal lands. Applicators and operators who have questions concerning their compliance with the Wyoming Pollutant Discharge Elimination System (WYPDES) program should refer all questions to DEQ's website (http://deq.state.wy.us/wqd/wypdes_permitting/index.asp) or contact their office at 307-777-6081.

For applications on tribal lands, applicators and operators should refer to the EPA's website (<http://cfpub.epa.gov/npdes/index.cfm>) or contact EPA Region 8 at 303-312-6256.

As with all applicable federal and state laws, it is the responsibility of the grantee to ensure any EIMG funded program is in compliance with the WYPDES and/or NPDES permitting programs.

6. Selection Criteria for Grants

The following criteria will be used by the committee to select grant recipients. Grant applicants should keep the following criteria in mind when completing the grant application.

Remember: An emergency occurs when the urgency and risk to human interests of an actual or potential outbreak of insect pests or insect vectors cannot be adequately addressed or managed with an applicant's available resources.

A. Criteria Used for All Applications

1. **Goals:**
 - (a) Protect human health and safety, animal health including livestock and wildlife, agriculture and natural resources.
 - (b) Detect early, rapidly assess new insect infestations for potential threats and rapidly respond to threats.
 - (c) Eradicate infestations when possible.
 - (d) Reduce reservoirs of infected or potentially infected vectors.
 - (e) Contain and reduce outbreak infestations.
 - (f) Survey and monitor known infestations.
 - (g) Identify habitats, life cycles, vulnerabilities, and management strategies of insect pests.
 - (h) Minimize impacts to non-target species and the environment.

2. **Eligibility to Participate:**
 - (a) Any State agency or political subdivision may apply for grant funding. This includes insect abatement districts formed under W.S. 18-12-101 through W.S. 18-12-140 (Improvement and Service Districts).
 - (b) Preference will be given to programs using a large number of the components of an Integrated Pest Management (IPM) Program.
 - (c) Preference will be given to programs with a large number of cooperators including cooperating local, state and federal agencies and private landowners.
 - (d) Preference will be given to political subdivisions at their full taxing level (maximum allowed by statute), including other service fees, to receive funds under this program.
 - (e) For previous grant recipients, past compliance with reporting requirements is mandatory (see Appendix D – Final Report).

3. **Coordination:**
 - (a) Even though each county or management area will have different needs and priorities, working toward the same goals through the IPM system will allow local flexibility by selecting tools appropriate for local conditions.
 - (b) The program will be coordinated among the various insect management entities within a county or management area.
 - (c) Management areas can be coordinated across county boundaries to meet the management needs of the area.
 - (d) Grant requests by entities will meet the goals developed by the EIMC.

Criteria (Cont.)

4. **Integrated Pest Management Program:**
 - (a) All management programs will be based on the IPM system, which uses a wide variety of tools to accomplish the goals of the program.
 - (b) IPM programs can include education, prevention, culture, chemical, biological, mechanical, research, survey and monitoring components.
 - (c) See appendix A & B.
5. **Application Required:**
 - (a) Not more than 10 pages plus requested attachments (see [Appendix C – Grant Application](#)).
 - (b) Use official application form and meet all deadlines for reports.
6. **Allowable grant fund expenses:**
 - (a) Includes the components of an IPM program with limitations on administration and research.
7. **Non-allowable grant funds expenditures:**
 - (a) Costs associated with administration, equipment and/or mapping that collectively surpass the statutory limitations.
 - (b) Salary and benefits to full-time personnel.
 - (c) Travel to out-of-state meetings.
 - (d) Capital outlay for trucks, buildings and other expensive, high-cost resources.
 - (e) Purchases made outside of the contractual beginning and end of the program.
8. **Allowable “In-Kind” matching funds examples:**
 - (a) Salary and benefits to full-time personnel.
 - (b) Depreciation of equipment not purchased with grant funds.
 - (c) Volunteer time.
 - (d) Value of donated supplies, chemicals and equipment.
9. **Allowable “Cash” matching funds examples:**
 - (a) Salaries and benefits of part-time personnel whose employee is directly associated with the approval and implementation of the grant program.
 - (b) Grantee funding used in the purchase of supplies, equipment, pesticides that otherwise would not have been purchased in the grant had not been approved.
10. **Final Report:**
 - (a) All grantees are required to submit a final report by December 31st of the proposals funding year.
 - (b) The final report form will be used (see [Appendix D – Final Report](#)).

B. Additional Criteria Used for West Nile Virus (WNV) Applications

1. **In Addition to Section A. Criteria, WNV Applications Shall also Include the Following:**
 - (a) Applications must include a monitoring protocol. At a minimum the protocols must meet those approved by the EIMC and are included in this packet. (see [Appendix E – Control of West Nile Virus through Vector Mosquito Management](#))
 - (b) The committee will only fund programs that are primarily focused on reducing mosquito species that are known vectors of WNV.
 - (c) Funded programs will need to incorporate an IPM program with a strong emphasis on public education, source reduction and risk management. (See [Appendix A - Elements of an IPM Program - Mosquitoes and Human Health Concerns](#)).
 - (i) Education shall include at a minimum the distribution of information (5 D's) provided by the Wyoming Department of Health at <http://www.badskeeter.org/>
 - (d) Unless exempted by the Committee, all WNV Vector program final reports must be completed and submitted no later than December 31st of the programs funding year.

Appendix A - Elements of an IPM Program - Mosquitoes and Human Health Concerns

1. Education:

- a) Involves education for the general public, landowners, agencies, local governments, and technicians that survey, monitor, and perform management activities.
- b) Education elements may include, but are not limited to: media spots (TV, radio, newspapers, magazines); brochures; leaflets; fact sheets; seminars; symposia; training workshops; public meetings; and university classes.

2. Preventive:

- a) Stopping or preventing the insect pests or insect vectors from becoming a problem in an area either by exclusion, altering habitat or eradicating isolated infestations.
- b) Prevention elements may include, but are not limited to: quarantine; public education; avoiding optimum conditions, places and times for being infected; spot treating localized infestations; managing for less favorable breeding conditions or infestation conditions; monitoring hatching areas, breeding areas or egg-laying areas; and increasing natural biological control opportunities.

3. Cultural:

- a) Involves managing activities and practices to make habitats unattractive to the insects.
- b) Cultural elements may include, but are not limited to: cleaning up breeding sites such as cans, old tires, animal watering sites, birdbaths, and plugged gutters; managing grazing to discourage grasshopper and Mormon cricket egg-laying; managing trees for certain densities to discourage bark beetle infestations; managing irrigation water to minimize standing water at the ends of fields.

4. Chemical:

- a) Adulticide - chemical sprays to control adult insects. These types of sprays are usually not as effective as larvicide and should be used only when necessary.
- b) Larvicide - chemicals that control larval insects.
 - (i) These chemicals are very effective and may eliminate mosquitoes before they are capable of causing infections. There is usually less risk with adulticides and larvicides are usually more effective than adulticides.
 - (ii) Some larvicides kill the larva by chemical means, some prevent them from molting into adult mosquitoes, and others use a common bacteria, which is toxic only to mosquitoes.

5. Biological:

- a) Involves the use of natural enemies of the insect to manage the infestation.
- b) Can include bacteria as a larvicide, bats, birds, fish and other organisms that feed on larva and adult mosquitoes.

6. Mechanical:

- a) Involves activities such as soil tillage to destroy eggs, logging, controlled burns, ditching to drain problem area, where allowed by law.

7. Research:

- a) Involves specifically designed research to answer questions regarding the habitat, life cycle, vulnerability and management systems necessary to eradicate, contain or control the insect pest.

8. Survey and Monitoring:

- a) Elements may include, but are not limited to: locating and mapping potential feeding, breeding, loafing, over wintering and migrating sites; surveying to detect populations before treatments; and monitoring populations after treatments to determine effectiveness.

Appendix B - Elements of an IPM Program - Grasshoppers, Mormon Crickets and other Agriculture Pests

1. Education:

- a) Elements may include, but are not limited to: educating landowners about grazing techniques to limit habitats attractive to egg-laying, egg survival and hatching; updates on the newest and most effective control techniques; and cost-share opportunities.

2. Preventive:

- a) Elements may include, but are not limited to: grazing techniques to limit habitat; summer survey to detect small outbreaks and hot spots; treating small hot spots before they have a chance to infest larger areas.

3. Cultural:

- a) Involves grazing techniques to limit habitats attractive to egg-laying, egg survival and hatching.

4. Chemical:

- a) Involves using the Reduced Agent and Area Treatments (RAATs) Program, developed at the University of Wyoming, as the standard for grasshopper and Mormon cricket management programs.
- b) RAATs programs spray and skip alternate strips of varying widths while applying less chemical, use highly selective pesticides that target molting insects, and have fewer adverse environmental consequences than previous grasshopper/Mormon cricket programs.
- c) Other conventional control methods are available for use depending on timing, population density, life stage, and vegetation characteristics at time of control.

5. Biological:

- a) RAATs programs are based on the judicious use of small amounts of pesticide compared to conventional programs, to quickly reduce the grasshopper population and the conservation biology of natural predators and parasites to manage the remaining grasshopper population for the current year and into the future.
- b) As biological control agents become available for insect pests, they should be used where appropriate.

6. Research:

- a) Elements may include, but are not limited to: specifically designed research to answer questions regarding the habitat, life cycle, vulnerability, conservation biology and management systems necessary to eradicate, contain or control insect pests.

7. Survey and Monitoring:

- a) This includes the summer monitoring program conducted by weed and pest districts each year. The information collected is used to identify infested areas and identify areas with a potential for outbreak in the next year allowing districts to plan for potential programs.
- b) Spring surveys conducted in potential outbreak areas will determine if a control program is warranted, the size of the program, and when RAATs applications can be made.
- c) Post treatment surveys should be conducted to determine the effectiveness of the program.
- d) Summer surveys would be conducted in each county.

Appendix C – Grant Application

Application Received _____
Application Reviewed _____
Approved _____ Not Approved _____

1. Applicant Information:

Organization (Grantee): _____

Contact Name: _____

Contact Title: _____

Address: _____

City, State, and Zip: _____

Phone: _____ Fax: _____

Email: _____

Fiscal Year End Date (MM/DD): _____/_____/_____

Is someone other than the Contact listed responsible for signing contracts? If so;

Name _____ Title _____

2. Grant Request

Program Title: _____

	<i>Check if Appropriate:</i>	State Designated	County Declared
Targeted Insect(s) <i>(Please Check)</i>	<input type="checkbox"/>		<input type="checkbox"/>
West Nile Virus Vector Mosquitoes _____			
<input type="checkbox"/> Mountain Pine Beetle _____	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Grasshoppers _____	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Other: (List) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EIMP Grant Funds: \$ _____

Matching Funds: \$ _____

Total Amount: \$ _____

**Entries MUST match values
in the "Partners" and
"Budget" Sections of the
Application**

Please list any living species currently listed as threatened or endangered or any candidate species, as defined by the Endangered Species Act that could affect your program.

3. Land Units Benefited

Please list the number of acres *benefited by this program by land ownership*.

	Specify Name for: Units, District, Facilities, etc.	Acres to be <u>incorporated</u> in the Program Area	Acres Treated in the Program Area
Bureau of Land Management			
Bureau of Reclamation			
Department of Defense			
National Park Service			
Wyoming Game and Fish			
Fish and Wildlife Service			
USDA-Forest Service			
Other Federal Land			
Tribal Land			
State Land (<i>excluding State Fair and State Parks</i>)			
City/Town			
Special Districts			
Private Land			
TOTAL			

4. Partners

Indicate all federal, tribal, state, local, private, and non-governmental partners and their level of participation (Matching Funds). **(Include your contribution)**

Partners	Contribution Amount	C for Cash or I for Inkind or Services
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL	\$	

5. Budget

	Grant Funds	Matching Funds Cash	Matching Funds In-Kind	TOTALS
Salaries: Part-time				
Contractual Services:				
Supplies: (ex. PPE)				
Pesticides: (Larvacides/Adulticides)				
<i>Equipment:</i>				
Equipment Rental:				
In-State Travel:				
<i>Mapping/survey:</i>				
<i>Research:</i>				
Education:				
<i>Administration:</i>				
Other:				
Other:				
Other:				
TOTALS				

Only 20% of EIMPA funds may go to administrative costs, equipment, research and mapping activities during the first three years of a management program, and not more than 10% of these funds shall be used for those purposes in subsequent years.

Only 20% of all allocated EIMPA funds for the Fiscal Year may go to research.

Provide an approximated itemized account for each of the above "Grant Funds" categories:

- Salaries** – Three temporary staff employed for 5 months from Mid-May through Mid-September \$7.56 @ 40 hrs. per week x 4 weeks x 5 months = \$6,067 x 3 = \$18,200)
- Chemical** – Scourge 4-12 – 1 (55 gal. drum) x \$4,700.00 = **\$4,700.00**; Vectolex CG – 10 (40 lb) bags x \$212.00 = **\$2,120.00**; **Total \$6,820.00**

6. Program Narrative

A program narrative is required. Funding will only be awarded to applications that address all of the following components.

- I. **Program Name and Summary** (Two (2) or three (3) sentences).
- II. **Program Abstract** (one-page maximum)
- III. **Program Description** (five-page maximum - longer descriptions will be returned):
 - A. **Program.** *Describe the management program.*
 - B. **Objectives.** *List and prioritize the program's specific measurable and obtainable objectives, as related to the grant criteria.*
 - C. **Methodology.** *Describe the program tasks and timetable for implementation, including who is doing the work and who is supervising. If this is part of a larger program, briefly describe the larger program and how this part relates to the overall effort. Also, include insect treatment methods and how these treatments would lead to a solution to the problem in the program area: i.e. long-range plans, etc.*
 - D. **Tax Mechanism.** *Describe any mechanism used to generate local funds supporting the program. (ex. Monthly charge on Utilities bill)*
 - E. **Management Implications.** *Describe what management plans, strategies, or land use practices will be employed. Have these plans, strategies, and practices been agreed to by all pertinent parties?*
 - F. **Notification:** *Describe what strategies, plans or methods your program will use to notify the general public of any planned applications of a pesticide.*
 - G. **Monitoring and Evaluation.** *Describe the strategy for monitoring and evaluating program results in the short and long-term, including how success will be defined and measured.*
 - H. **Education:** *Describe the plans or strategies to educate the public about the program, the threat, and any protective measures. (Applications for WNV programs are required to include information from or similar to that provided by the Wyoming Department Health's (<http://www.badskeeter.org/>) in their educational programs).*
 - I. **Results.** *If this is a continuation of a past Emergency Insect Management funded program, report briefly on the program's past accomplishments.*
- IV. **Justification** *Why the committee should approve your program (one-paragraph maximum). Explain how this proposal benefits human health and safety, animal health including livestock and wildlife, agriculture or natural resources.*

7. Attachments

Attach copies of the following items.

A. Organization Information

1. Program staff and their qualifications
2. List of applicants Board of Directors/Trustees/County Commissioners/City Council...(as applicable)

B. Program Information

1. Map of the program area that is delineates program borders.
 2. Samples of any educational material
-
-

Send seven (7) copies of the application and attachments to:

**Slade Franklin – EIMC
Wyoming Dept. of Agriculture
6607 Campstool Road
Cheyenne, WY 82002**

Please refer all questions concerning this application and program to:

**Slade Franklin
307-777-6585
slade.franklin@wyo.gov**

Final Reports MUST be Returned No Later Than December 31st of the Funding Year in Order to be Eligible for the Next Year's Funding!!!!

APPENDIX D – Final Report

Emergency Insect Management

Report Date: _____

1. Applicant Information:

Organization (Grantee): _____

Contact Name: _____

Contact Title: _____

Address: _____

City, State, and Zip: _____

Phone: _____ Fax: _____

Email: _____

Fiscal Year End Date (MM/DD): _____/_____

2. Funding

Program Title: _____

	<i>Check if Appropriate:</i>	
	State Designated	County Declared
Targeted Insect(s) <i>(Please Check)</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <u>West Nile Virus Vector Mosquitoes</u>		
<input type="checkbox"/> <u>Mountain Pine Beetle</u>	<input type="checkbox"/>	
<input type="checkbox"/> <u>Grasshoppers</u>	<input type="checkbox"/>	
<input type="checkbox"/> <u>Other: (List)</u>	<input type="checkbox"/>	<input type="checkbox"/>

EIMP Funds Used: \$ _____	<i>If Applicable:</i> EIMP Funds Awarded \$ _____ EIMP Funds Used: \$ _____ EIMP Refund: \$ _____
Matching Funds: \$ _____	
Program Cost: \$ _____	
<i>Make checks payable to:</i> Wyoming Dept. of Agriculture - EIMP	

3. Land Units Benefited

Please list the number of acres *benefited by this program by land ownership*.

	Specify Name for: Units, District, Facilities, etc.	Acres to be <u>incorporated</u> in the Program Area	Acres Treated in the Program Area
Bureau of Land Management			
Bureau of Reclamation			
Department of Defense			
National Park Service			
Fish and Wildlife Service			
USDA-Forest Service			
Other Federal Land			
Tribal Land			
State Land (<i>excluding State Fair and State Parks</i>)			
City/Town			
Special Districts			
Private Land			
TOTAL			

Partners

Indicate all federal, tribal, state, local, private, and non-governmental partners and their level of participation (Matching Funds). [\(Include your contribution\)](#)

Partners	Contribution Amount	<u>C</u> for Cash or <u>I</u> for Inkind or Services
TOTAL		

Final Budget

	Grant Funds	Matching Funds Cash	Matching Funds In-Kind	TOTAL
Salaries: Part-time				
Contractual Services:				
Supplies: (ex. Gloves, Filters)				
Pesticides: (Larvacides/Adulticides)				
<i>Equipment:</i>				
Equipment Rental:				
In-State Travel:				
<i>Mapping/survey:</i>				
<i>Research:</i>				
Education:				
<i>Administration:</i>				
Other:				
Other:				
Other:				
TOTAL				

Only 20% of EIMPA funds may go to administrative costs, equipment, research and mapping activities during the first three years of a management program, and not more than 10% of these funds shall be used for those purposes in subsequent years.

Only 20% of all allocated EIMPA funds for the Fiscal Year may go to research.

Provide an itemized account for each of the above categories:

- Salaries** – Three temporary staff employed for 5 months from Mid-May through Mid-September \$7.56 @ 40 hrs. per week x 4 weeks x 5 months = \$6,067 x 3 = \$18,200
- Chemical** – Scourge 4-12 – 1 (55 gal. drum) x \$4,700.00 = **\$4,700.00**;
Vectolex CG – 10 (40 lb) bags x \$212.00 = **\$2,120.00**; **Total \$6,820.00**

4. Program Narrative

Provide a program narrative in the following format. (Final Reports will not be accepted unless all requested areas are complete.)

- I. **Program Name and Summary** (Two (2) or three (3) sentences).
- II. **Program Description** (4-page maximum - longer descriptions will be returned):
 - A. **Program.** *Describe the management program.*
 - B. **Objectives.** List the program's specific measurable and obtainable objectives, as related to the grant request and if those objectives were met. If those objectives were not met, explain why?
 - C. **Methodology.** Briefly describe how the program was implemented. Include information on all pesticide applications and the thresholds used to justify those applications. *WNV vector grantees must also indicate if there were any cases of WNV within their treatment area and who reported them.*
 - D. **Education.** Briefly describe the educational tools and methods used to alert the public about the program. *(Samples may be attached.)*
 - E. **Monitoring.** Briefly describe the pre-treatment and post-treatment monitoring protocols used for the program. *(WNV vector applicants must complete and return Appendix E of this package with their final reports.)*
 - F. **Results.** Explain if the overall program was a success or failure. Is the program a continuation of a past EIMPA funded program and will it require the continued support.

Send the completed final report, **by December 31st**, to:

**Wyoming Department of Agriculture
Emergency Insect Mgmt Grant Final Report
C/O Jessica Jones
2219 Carey Avenue
Cheyenne, WY 82002**

Please refer all questions concerning this application and program to:

**Slade Franklin
307-777-6585
slade.franklin@wyo.gov**

Appendix E - Control of West Nile Virus through Vector Mosquito Management

1. Introduction

Prevention and control of West Nile virus (WNV) is most effectively accomplished using an integrated program that includes targeted surveillance for adult and larval stages of WNV vector mosquitoes; effective mosquito control using a variety of strategies that are consistent with best practices and community needs; and timely public education. The goals of mosquito-based WNV surveillance are to: 1) use data on mosquito populations (and, if feasible, virus infection rates) to assess the threat of human disease; 2) identify geographic areas of high risk; 3) assess the need for and timing of interventions; 4) identify larval habitats for targeted control; 5) monitor the effectiveness of this type of surveillance and improve prevention and control measures; and 6) develop a better understanding of transmission cycles and potential vector species.

The purpose of this publication is to provide technical guidance for monitoring and controlling adult and larval stages of WNV vector mosquitoes and, primarily, *Culex tarsalis*. The public education component will not be covered here, but such materials can be obtained through the Wyoming Department of Health's website <http://www.badskeeter.org/> and the US Centers for Disease Control Division of Vector-Borne Infectious Disease website <http://www.cdc.gov/ncidod/dvbid/westnile/index.htm>.

2. Monitoring adult mosquito population levels

Trapping is an efficient method of collecting adult mosquitoes because the mosquitoes come to the traps. All the collector has to do is set the traps then empty them. Often individuals in a community, as a voluntary service, are glad to run a mosquito trap on their premises.

Having a consistent location, which is sampled on a regular basis throughout the mosquito season and from year to year, provides valuable seasonal and historical data on mosquito populations. To collect useful comparative data, the same type of mosquito trap should be used each time.

Adult trapping is an effective way of determining the mosquito species present, the relative density of a mosquito infestation, and the effectiveness of a control application. An "annoyance threshold" can be estimated based on the number of complaints from an area of town with light trap data. This threshold can be a guide for future treatments.

Light trapping of adult mosquitoes takes advantage of the fact that many mosquito species are attracted to light. Two basic kinds of light traps are commonly in use, the New Jersey light trap, which runs on house current, and the CDC (Centers for Disease Control) miniature light trap, which is battery powered. The obvious advantage of the New Jersey trap is that it can be run from an extension cord on house current whereas with the CDC trap one must continually purchase or recharge six volt or D cell batteries. The CDC trap has a relatively small bulb similar to that in a flashlight and the NJ trap normally has a 40-watt bulb. Often it is advisable to place 1/4-inch hardware cloth at the entrance of the trap to exclude other night-flying insects, such as moths.

Normally the CDC miniature light trap is supplemented with CO₂ (carbon dioxide) from either dry ice or a pressurized cylinder of CO₂. CO₂-baited traps take advantage of the fact that the adult female is also attracted to CO₂ gas. Two to three pounds of dry ice may be wrapped in several layers of newspaper and placed in a cloth bag or dry ice may be placed in a modified drink cooler. The bag or cooler is then suspended above or adjacent to the trap. The dry ice should last one evening. The New Jersey light trap may also be supplemented with CO₂. Data in Wyoming show that CO₂ supplementation increases the probability of trapping *Culex tarsalis* the primary Wyoming vector of West Nile virus.

To be effective, light traps should be placed at an elevation of three to six feet, and away from competing light sources. Mosquitoes may be collected into mesh bags or into cups or jars with pieces of “no-pest strip.” If living mosquitoes are collected, the mesh bag should be placed in a picnic cooler with dry ice for transport to a freezer. All collections should be labeled and specimens should be placed in a freezer to keep them from rotting. The label should include: (1) the name of the mosquito district, (2) the county, (3) the type of trap (and whether or not it is supplemented with CO₂), (4) treatment, (5) trap location, (6) GPS coordinates, (7) collection date, (8) name of the collector, (9) date of treatment, (10) weather conditions during the collection period that may have influenced the collection, and (11) site description. Place the label in with the collected mosquitoes immediately. These data will later be entered in the “Adult Mosquito Data Sheet” in the appropriate columns.

For collection of *Culex tarsalis*, traps should be placed in vegetation especially along tree lines near the edges of irrigated fields or wetlands. Collection in agricultural areas where birds and livestock are present will enhance *Cx. tarsalis* numbers for West Nile virus surveillance.

Often the number of adult mosquitoes is overwhelming and a subsample of the collection must be taken for identification. In order to obtain an unbiased sample, the adult mosquito collection from an individual trap may be spread evenly over a grid. A cookie sheet with a grid drawn in indelible ink may be used. Randomly remove all of the mosquitoes from one out of ten (ten percent) of the grid squares. Do not to select only the “big or little mosquitoes” for a truly representative sample of mosquito species. For data recording the total number of mosquitoes can be estimated from the sample.

3. Required adult mosquito monitoring effort

The extent of identification of adult mosquitoes is at the discretion of the mosquito control district, and we suggest one of three different

levels. The EIMC strongly encourages each mosquito district to achieve the highest level possible. (Mosquito control districts may find it useful to cooperate with neighboring districts in identification.)

- **Level 1:** Minimally, the adult mosquito collection should be separated into mosquitoes and non-mosquitoes and the mosquitoes counted individually or estimated from a sub-sample.
- **Level 2:** In addition to separation of mosquitoes from non-mosquitoes, mosquitoes in the genus *Culex* are to be identified and counted. Experience in Wyoming tells us that these *Culex* will mostly be *Cx. tarsalis*. If the collector so desires, *Cx. tarsalis* may easily be separated from other *Culex* species.
- **Level 3:** A mosquito district may want a more complete picture of its mosquito complex, and this is encouraged. These districts will sort mosquitoes, including *Culex tarsalis* from non-mosquitoes and identify the more common mosquitoes to species. Districts at level 3 will collect every other week from a minimum of five permanent light traps throughout their treatment area. A minimum of one permanent trap outside the district's treatment area will serve as an "untreated control." Mosquitoes will be collected from the "control" trap on the same dates as pre and post-treatment traps in the treated areas. Level 3 districts are also being encouraged to develop West Nile virus surveillance with trapped mosquitoes.

Following identification of the mosquitoes, the following data will be entered on the "Adult Mosquito Data Sheet" in the appropriate columns. (12) Mosquito collection total (required of all 3 levels), (13) Species, if known, (level 2 programs enter "*Culex*" in this column, level 3 programs enter *Culex tarsalis* plus other common species in this column, (14) level 2 programs enter number of *Culex* (enter a zero for if there are none), level 3 programs enter number of each species in a separate row.

4. Evaluating adult mosquito control efforts

Adult mosquitoes are to be monitored one day before and one day following application of adulticide. In case of inclement weather, traps may be run 2 days post-treatment also.

Aerial applications for adult control will be monitored both pre and post-treatment. The number of traps (one or more) is at the discretion of the mosquito control district (and the EIMC) and should be sufficient to show efficacy over the sprayed area. If several distinct areas are to be aerially treated on the same date, then it would be advisable to place traps in those areas also.

Ground applications of adulticide in one treatment area will be monitored every other week. A mosquito control agency may choose to monitor more than one treatment area. If there are three or fewer ground applications in a season then all three should be monitored. A minimum of one trap will be required per treatment area, but it may be reasonable to utilize more than one trap depending on the size of the treatment area. The number of traps within the treatment area is at the discretion of the control unit but may be increased following review by the Emergency Insect Management Committee.

5. Monitoring larval mosquito population levels

The mosquito larva is an elusive prey. The long-time equipment for collecting and sampling larvae is the mosquito dipper, a one-pint, white cup with a dowel-stick handle about a yard long.

The larval stages of a mosquito are aquatic, but they must obtain air from outside their aquatic habitat through a "siphon." (The pupal stage has breathing "trumpets" that serve the same purpose.) Since they must get air by penetrating the surface film of the water, the larvae are found in standing water, seldom more than a few inches deep, with little or no wind or wave action. Usually, larvae are associated with emergent vegetation that further protects them when they rise to the surface for

another “gasp” of air. Seldom are larvae found in large open bodies of water, especially with no protective vegetation. Keep this in mind when looking for larvae.

Mosquito larvae are not uniformly distributed within their aquatic habitat. This is especially true of the tiny, early larval stages, which tend to occur in clusters. For this reason you may have to sample an individual site several times to determine whether larvae are present. When sampling, walk along the edge of suitable habitat and sample the water at regular intervals, e.g. every one or two meters (or more), depending on the size of the habitat. The number of samples will vary with habitat size and should be in multiples of ten. Inspections of habitat should be made at intervals of 1 to 2 weeks because an area “free” of larvae may have larvae at a later date.

When sampling larvae with your dipper, remember that the larvae have a defense mechanism to protect them from predation. (Pupae also have this mechanism.) If disturbed, larvae will dive to the bottom of their habitat, reducing the likelihood that they will be picked up in scoop of water. This defense mechanism can be triggered if the larvae sense movement; see a shadow passing over the habitat; or feel vibration of the ground or vegetation, as might be caused by a heavy-footed mosquito surveyor. So, as you quietly approach the potential mosquito habitat, dipper in hand and shadow behind you, quickly submerge your dipper in water, and with a twist of the wrist, remove about a half-dipper of water and examine the contents. With experience you will learn to avoid collecting debris from the bottom of the habitat, which makes observation of smaller larvae difficult.

6. Required larval mosquito monitoring effort

For both ground and aerial application, it is required that larval mosquitoes be distinguished from non-mosquito larvae. Record both number of larvae and stage(s) of development per dip pre and post-treatment. In addition, for aerial application, the district is required to determine whether larval *Culex* are present in one treatment area. Data to be entered on the mosquito larval data sheet include: (1) name of mosquito district, (2) county, (3) treatment, (4) location, (5) GPS coordinates, (6) sampling date, (7) collector, (8) date of treatment, (9) site description and water source, (10) size of breeding area, (11) number of larvae per dip (12) life stages present, and (13) genus or species present (if known).

7. Evaluating larval mosquito control efforts

Pretreatment monitoring of larval mosquitoes is required to ensure that mosquito larvae are present.

Aerial application – Minimally, ten larval dups, pre and post-treatment, will be required for each aerial application of larvicide. Additional dups, in multiples of ten, may be advisable if several distinct areas are to receive larvicide or if large acreages are to be treated. Pre and post-treatment dups should be taken from the same approximate locations. The post-treatment interval depends on selection of larvicide.

Late instar larvae (50+) should be collected and preserved at the time of the pretreatment dipping in at least one treatment area.

Ground application - For ground application of larvicide a treatment area within the district will be monitored on an every-other-week basis. Pretreatment dups will be taken in that area. Post-treatment dups, larval collection, and larval identification are optional.

8. Non-insecticidal control

Larval monitoring prior to and (where possible) after of alternative control measures, e.g., source reduction/elimination, biological control, etc. will be useful to the committee. Photographs of examples of source reduction/elimination are encouraged. These results may be submitted as a supplemental report. Counts may be recorded on standard data sheets if the mosquito district desires.

9. West Nile virus detection in trapped mosquitoes

Level 2 or 3 programs may wish to report results of West Nile virus testing (e.g., RAMP or VecTest) as a supplemental report if this is part of their program.

10. Mosquito control districts that practice both adult and larval control

Mosquito control districts doing larval and adult control will be expected to document both aspects of their programs according to the guidelines presented above.

11. Program funding

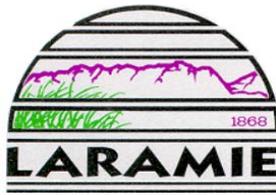
Although every funded program is expected to provide results according to the guidelines that have been presented here, the results of monitoring efforts will not affect funding.

Appendix G - Procedures for Unforeseen Emergency Funding Requests

The Wyoming Department of Agriculture (WDA) and the Emergency Insect Management Committee (EIMC) recognize that unforeseen insect infestations may arise during the year (e.g., a spike in grasshopper numbers leading to potential crop devastation) that requires immediate action. In order to request emergency assistance to help mitigate these outbreaks, the following procedures should be followed in order to request Emergency Insect Management Grant (EIMG) funds.

Compliance with these procedures does not guarantee approval of financial assistance from the EIMG. Please contact the WDA Weed and Pest Coordinator (777-6585) to address any questions about when to follow this procedure.

1. Grantee shall attempt to e-mail or telephone Weed and Pest Coordinator prior to any remedial actions if EIMG funds will be requested for assistance.
2. Weed and Pest Coordinator will immediately notify the Contracts Coordinator of the requested amount, the date of contact and contact information of the grantee.
3. Within a reasonable time in relation to control actions the grantee shall submit a request for funding using the approved application form. The Weed and Pest Coordinator shall forward the application to the EIMG committee and the Contracts Coordinator.
4. Weed and Pest Coordinator will organize an EIMC meeting to review the request.
5. Contracts Coordinator prepares agreement for emergency request, **the term starting date being the initial date grantee requested assistance** from Weed and Pest Coordinator. Contracts Coordinator proceeds with agreement approval from Fiscal Manager and the Attorney General's office (AG). Further routing of agreement is contingent upon EIMC's recommendation of approval.
6. Upon EIMC review, the weed and pest coordinator shall submit the EIMC recommendations to the Governor for final approval.
7. If the Governor approves funding from the EIMG program, the approval letter is routed to the Contracts Coordinator and added to the agreement. The agreement is updated to reflect the addition of the approval letter, and the AG is notified of the agreement changes. If the Governor does not approve the funding, a letter shall be mailed by the Weed and Pest Coordinator to the Grantee.
8. Agreement is routed to Grantee along with a voucher for payment of approved emergency funding.
9. Once agreement and voucher are returned by Grantee, the agreement shall be routed to Technical Services Manager and the WDA Director for approval and signature. The payment voucher shall be routed to the Weed and Pest Coordinator and Technical Services manager for approval of payment.
10. The fully signed agreement copy is submitted to fiscal personnel along with voucher.
11. Grantee is mailed their fully signed original.
12. Weed and Pest Coordinator is notified once the agreement process is complete.

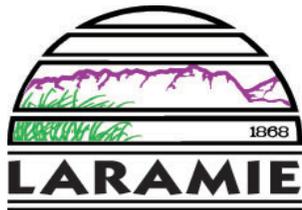


City of Laramie Grant Pre-Application

PRE-APPLICATION INFORMATION

City Department	Parks and Recreation – Mosquito Control		
Grant Program	Emergency Insect Management Grant		
Funding Agency	Wyoming Department of Agriculture		
City of Laramie Program/Project Name &/or Code	EIMG16		
Department Grant Coordinator	Keith Wardlaw		
Purpose of Grant	Augment current funding sources to reduce risk of West Nile virus.		
Strategic Objective Met	Implementation of the City West Nile Virus Plan		
Requested Amount	\$64,500		
Match amount	\$65,100 Grant requires 50-50 matching funds. Mosquito budget=\$397,663		
Total Amount	\$462,163		
Is the project in the budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Are on-going expenses budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Application Deadline	Date: March 25, 2016		
Council Authorization required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Reason: #1, #3, #4, #5,		
Schedule for Council Agenda on	Date: Resolution- March 16, 2016.		
Legal Requirements	<input type="checkbox"/> No. of Ads <input type="checkbox"/> Days between ads <input type="checkbox"/> Public Hearing <input type="checkbox"/> Days in advance of Public Hearing		
<u>Keith Wardlaw</u> _____ Date: <u>3/7/16</u> Submitted by			
_____ Date: _____ Authorization of Department Head			
_____ Date: _____ City Manager Authorization			

****Must submit to grants office prior to application**



CITY OF LARAMIE
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Laramie, WY 82073

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TDD (307) 721-5295

2016 Emergency Insect Management Funding Request

The items requested for funding through this program include:

1. **Personnel** – Grant funding will be used to meet the staffing needs to conduct surveillance of larval and adult mosquitoes, provide in house RAMP testing of adult mosquitoes, collect GIS data to support WYPDES permitting, and provide larval control throughout the season. Four provisional staff employees will be employed for 4 months from May through August. (1) Entomologist @11.77per hour x 640 +benefits =\$8,275; (1) Senior Mosquito Tech @\$11.20 per hour x 640 hours +benefits=\$7,875; (1) GIS Technician @ \$9.66 per hour x 640 hours + benefits =\$6,800; (1) Mosquito Technician @ \$8.75 x 640 hours + benefits = \$6,150

Total personnel grant funding - 4 employees = \$29,100

2. **Supplies**- Grant funding will be used to purchase needed supplies to conduct the field and laboratory surveillance for WNV. Consumable supplies include: Dry ice to bait CDC miniature traps; Reagents and test cartridges for the RAMP analyzer to monitor mosquito and corvid samples for early detection of WNV infections. Safety supplies include nitrile gloves, respirators and goggles for technician safety while handling specimens. Dry ice (\$5,200) + RAMP cartridges(\$2,1000) +Supplies (\$100)= \$7,400

Total surveillance supplies grant funding = \$7,400

3. **Aerial application**- Grant funding will be used to provide contract aerial application services for larval control of vector mosquitoes. 1500 acres @ \$8.00 =\$12,000

Total Aerial application grant funding = \$12,000

4. **Materials (Pesticides)** - Grant funding will be used to purchase Permethrin based adulticide for residential fogging (Evolve 4-4 750 gal. x \$16 per gal. = \$12,000) and (Zenivex E4 20gal. x \$81 per gal= \$1,700). Funding will also purchase Vectobac G Granular larvicide for late season control of *Culex tarsalis* larvae. 1000 lbs x \$2.25per lb =\$2,250.

Total Chemical grant funding = \$16,000

TOTAL REQUESTED FUNDING = \$64,500

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING January 13, 2016



Agenda Item: Parks

Presentation

Title: Annual Greenhill Cemetery Report

Recommended Board MOTION:

Presentation

Administrative or Policy Goal:

The Board will review annually the condition and status of all City parks and support the enhancement of existing park amenities.

Background:

PowerPoint Presentation. Presentation discusses the operations of the Greenhill Cemetery and provides an overview of the previous year's burial statistics.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

EXPENSE

Responsible Staff:

Loni Wilson, Cemetery Crew Supervisor

Attachments: PowerPoint Presentation

Greenhill Cemetery



2015 Year Report

Month	Vault	Ash
January	3	3
February	4	0
March	3	0
April	1	2
May	4	5
June	1	13
July	2	4
August	4	7
September	3	1
October	2	8
November	1	5
December	3	1
TOTAL	31	49

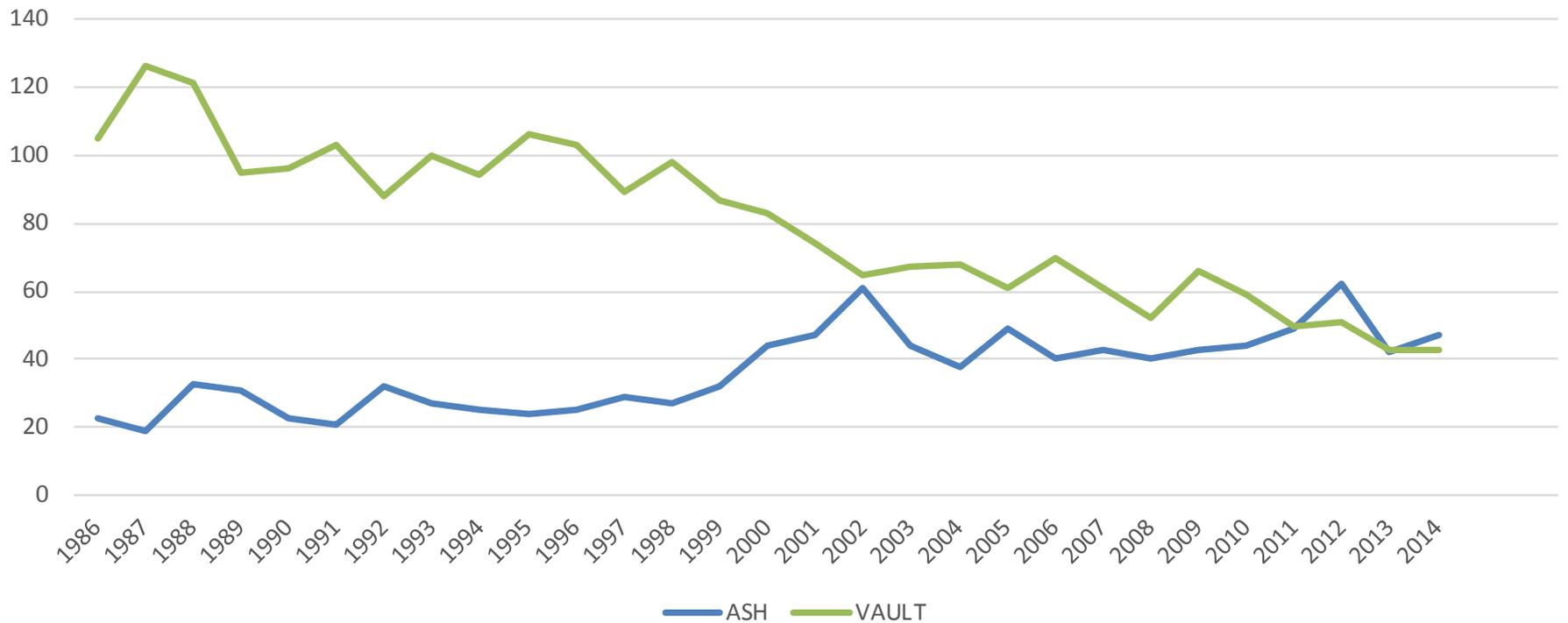
10 Year Burial totals

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	TOTAL
ASH	49	40	43	40	43	44	49	62	42	47	49	508
VAULT	61	70	61	52	66	59	50	51	43	43	28	584
BABY	3	0	1	2	2	1	6	1	0	4	0	20

Since 2005 the Cemetery has averaged 111 funerals a year.

Percentage of burials

29 year average



WINTER CEMETERY MAINTENANCE

Upkeep of snow removal-
roads, and funeral service areas.

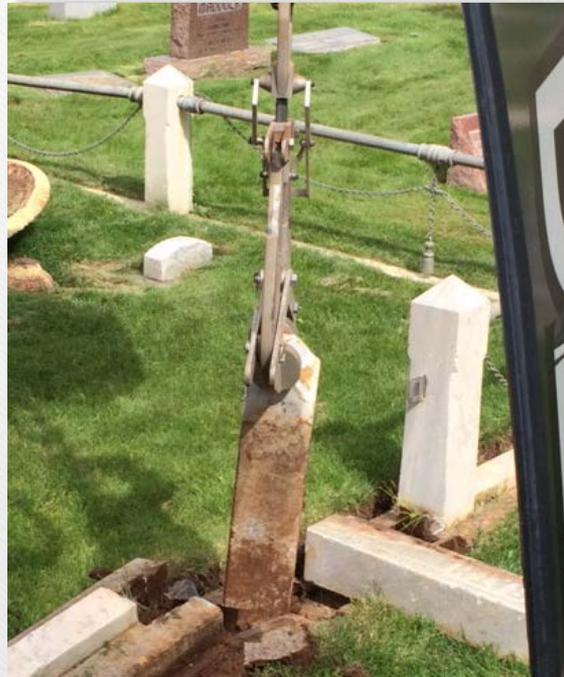
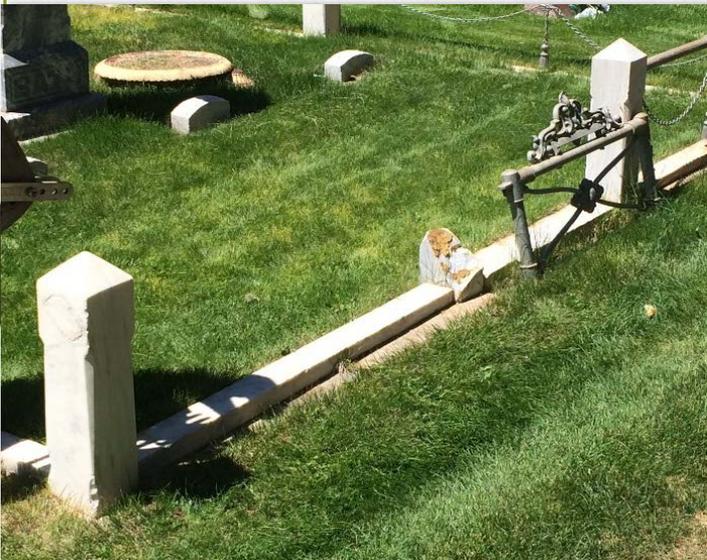


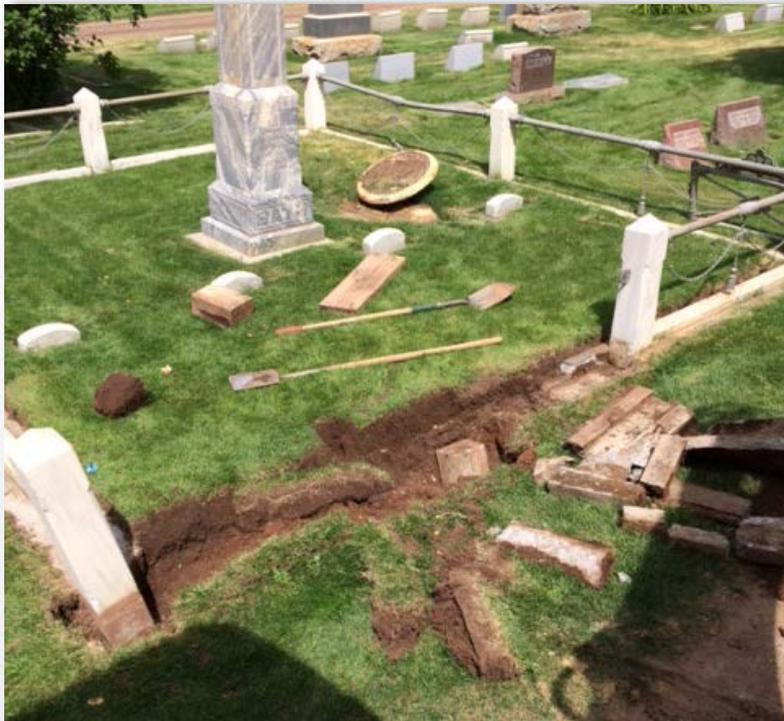
WINTER BURIAL PREPARATION



Projects



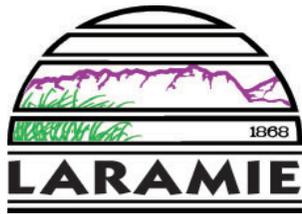




Greenhill Cemetery



Questions.....



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PARKS & RECREATION DEPARTMENT
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TDD (307) 721-5295
Administration: (307) 721-3572

Memorandum

To: Parks, Tree, and Recreation Advisory Board

From: Scott A. Hunter, Parks/Cemetery Crew Supervisor

Date: February 25, 2016

Re: Parks Division Staff Report

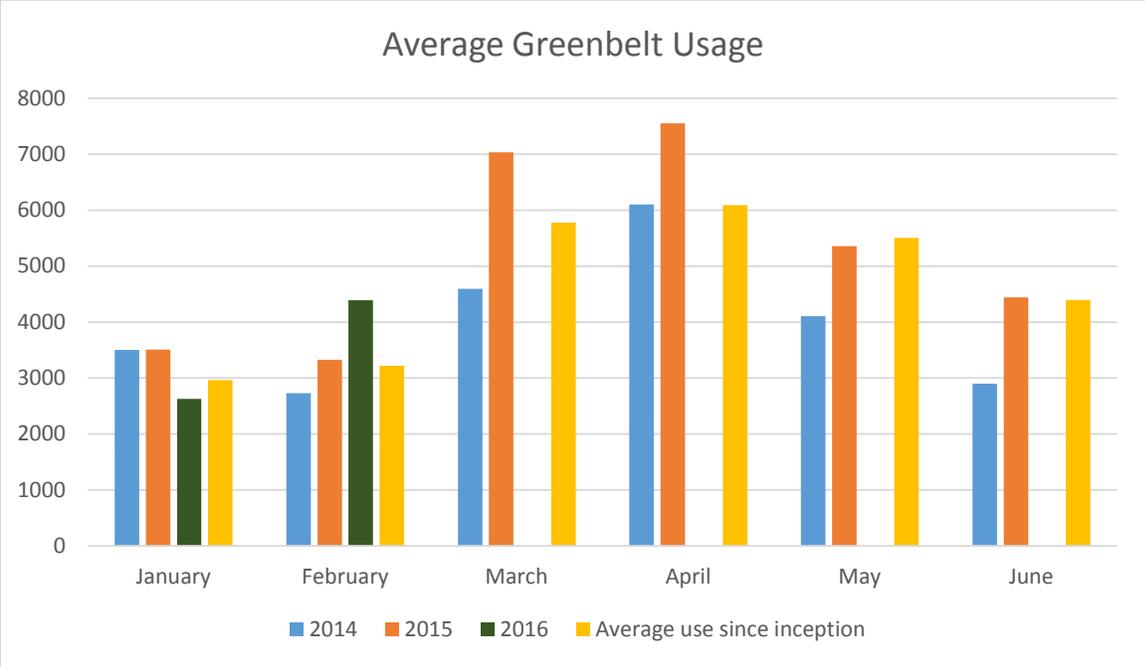
The Parks Division Staff have been working on the following items during this last month.

- The annual WYPDES report has been completed and forwarded to the City Manager for signature.
- The City of Laramie West Nile Prevention Plan has been updated and forwarded toward the Parks, Recreation and Tree Advisory Board for Consideration.
- IPM pesticide quotes have been awarded with delivery in April.
- Parks Fertilizer quotes have been awarded with delivery in May.
- ATV bids for unit 724 is complete – New unit has been delivered and trade in was processed on 2/10/16
- Removed two trees destroyed in automobile accidents at 3rd and Boswell and 21st and Spring Creek. Provided reimbursement information to LPD for damages to City property.
- Tigertree (Contractor service) is currently working on hazard tree pruning and removals of older age class trees in the Greenhill Cemetery designated by the City Arborist.
- Two large spruce trees damaged by strong wind conditions February 18th at Greenhill Cemetery. Both required removal.
- Presented 2015 Right of Way Tree report update to Advisory Board at February meeting.
- 2016 Urban Forestry Grant application completed and submitted to the Wyoming State Foresters office. \$3000 planting grant with 50% City match projected to be utilized for the 2017 Laramie Beautification Day Project.
- Small tree pruning for clearance and structural issues in progress at all parks and cemetery locations.
- The Majority of the ROW obstruction licenses have been received for the Downtown “Art Form” bike racks and staff has installed 34 racks in designated locations. Some business received their own bike racks from the Laramie Main Street Alliance and have installed them themselves.
- Staff has received the plaque for the historic downtown clock and should have it installed by mid March.
- The new ACRB Backstop padding for the University of Wyoming Little League Complex has been received and installed on Red and Green field.
- Staff has repaired the backstop netting on Red and Green field and is currently getting the Little League Complex ready for spring baseball.
- Staff is currently reviewing internal applications for one of the vacant Parks Maintenance Worker positions.
- Applications are now open for Provisional summer help and interviews are in process to fill open slots in Athletics, Cemetery, Mosquito Control and Parks Services. All positions should be filled by May 16, 2016.

Respectfully Submitted,

Scott A. Hunter

Scott A. Hunter, Parks/Cemetery Crew Supervisor



Information for the Average use column combines both the North and South trail counts for that month since 2011. The information in 2011 and 2012 are slightly off as staff encountered problems with locations, batteries and monitoring. This is the best estimate of usage in a 6 month time span.

Laramie River Greenbelt Trail Count 2016

North (located on the east end of UPRR trestle bridge)

Month:	Total:	Notes:
January	1,347	Checked and reset Feb. 1, 2016
February	1,922	Checked and reset Mar. 1, 2016
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

Yearly Total (North):	3,269
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Average Per Month:	1,635
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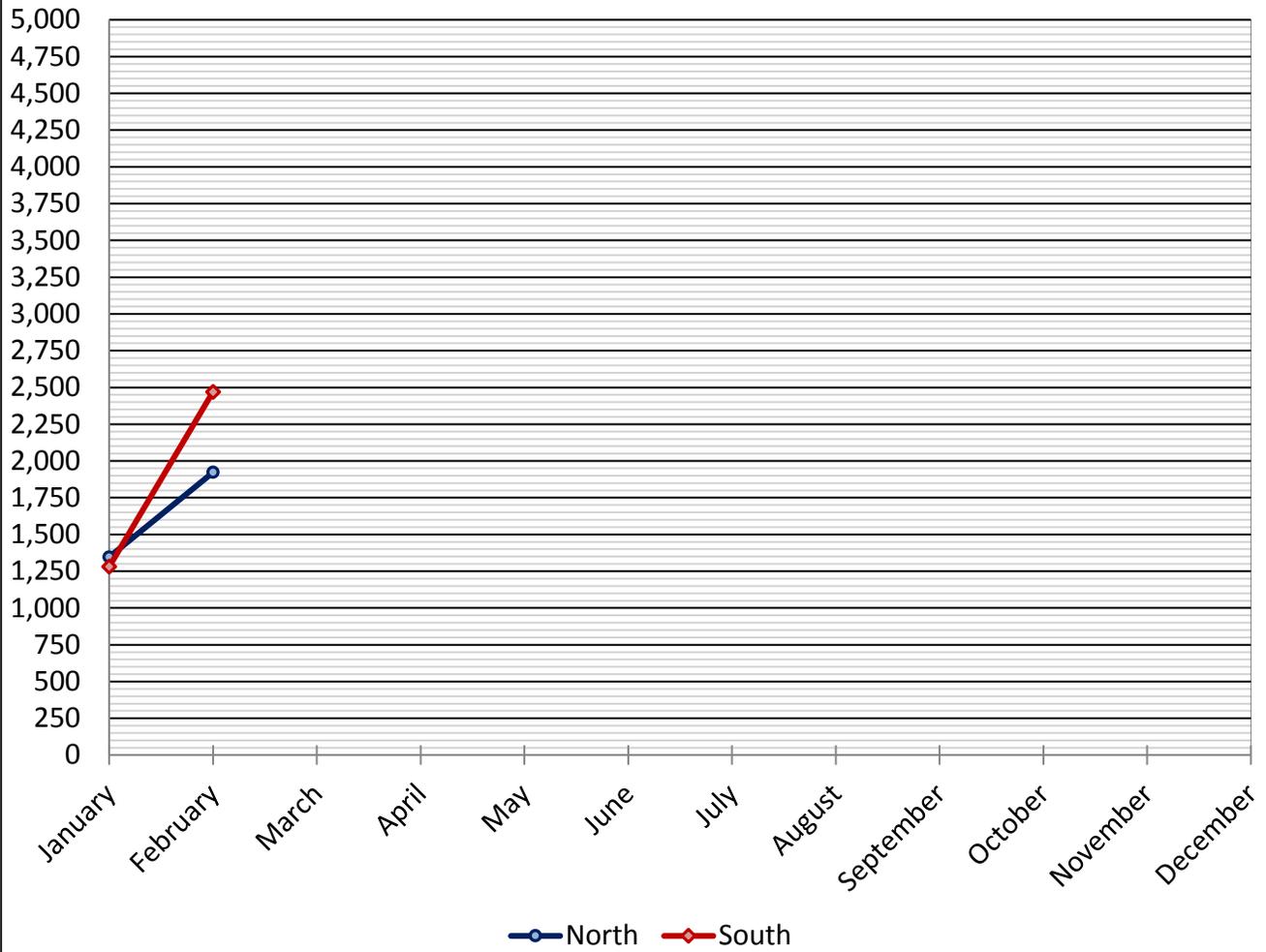
Average Per Week:	409
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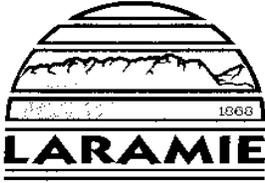
South (located just south of Optimist Park trailhead and playground)

Month:	Total:	Notes:
January	1,281	Checked and reset Feb. 1, 2016
February	2,470	Checked and reset Mar. 1, 2016
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

Yearly Total (South):	3,751	Notes:
Average Per Month:	1,876	
Average Per Week:	469	
Yearly Total (North and South)	7,020	

Laramie River Greenbelt Trail Count 2016





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February 24, 2016

To: Todd Feezer, Parks and Recreation Director
Fr: Jodi Guerin: Recreation Manager
Re: Division Report March 2016

Recreation Division:

- The end of Ice season is right around the corner. March 13 will be the last day that the rink will be open for activities, with public skate sessions on Saturday evening from 4:30-9pm and Saturday from 8:45am-noon.
- Curling championships will be held on Sunday March 13 from 3-9pm—come cheer on your favorite team!
- The Ice & Event Center is preparing to purchase an inventory of helmets to be made available for patrons during regular skating times. Staff anticipate that funding will be available through a WARM grant to provide increased safety for skaters. Head injuries are a fairly common occurrence on the ice due to inexperience or speed.
- The Laramie Amateur Hockey Club will be hosting tournaments the weekend of Feb. 26-28 and March 4-6 for the Girls State and the Bantams.
- The second session of the USA Swimming Foundation grant funded swim lessons begins on April 4th with registration closing on March 25th. Virtually all of the USA Make a Splash grant funding has been allocated to date. A second application has been submitted, requesting funding for the upcoming year and will be allocated in collaboration with community partners.
- Fitness Classes continue to be very popular this time of year. A monthly schedule of classes is available on-line and at the Recreation Center Front desk with new additions and times changing monthly.
- Registration is underway for the 26th Annual Youth Basketball Tournament. We have reserved gyms throughout the community for the weekend of April 1-3. This tournament typically draws 80-100 teams and many families to the community. The City is seeking sponsors to provide both cash and in-kind support for the tournament.
- The new weight equipment has all been received for the expansion project. It has proved to be very popular and is very well utilized during the evening hours.
- The implementation of the new timekeeping software, Executime is now fully underway. Staff throughout the Parks & Recreation Department are developing processes and training staff to use the new system. Staff anticipate that it will create significant efficiencies and improve accuracy once all staff are fully comfortable with it.
- Planning will begin in March for the Summer program guide. Staff anticipate some new teen programs to result from the brainstorming sessions scheduled this Spring in addition to regular summer programs.

Recreation Division Staff Reports

For the Month of : February 2016

Presented by: Jodi Guerin

February Fitness User Counts

Drop -in Vists

Member	488
Non-Member	192

Totals	640
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Fitness Pass Visits

6 Month Pass	161
12 Month Pass	145

Totals	306
---------------	------------

October User Count	946
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February Notes

Addition of a new Strenght & Cardio Class: "Align & Define" starts March 3rd. Thursday @ 8:15 am & Noon.

A few classes have been removed from the March Schedule based on low participation numbers in January & February.

Cardio Kickboxing continues to grow averaging around 6 participants.

Group fitness is gathering information to determine if lack of childcare hours in the late afternoon and early evening plays a factor in participants attending group fitness classes.

□

Athletics February 2016

Youth Basketball Tournament

Preparations have begun for the 26th Annual Laramie Youth Basketball Tournament. The tournament will take place April 1st-3rd, 2015 in several locations throughout the community. Registration packets have been sent out to past participants and regional Parks & Recreation Departments. Sponsorship letters have also been sent out to community businesses to be able to put on a spectacular tournament. All gyms to be used have been rented / reserved. The WPRA has been notified and has included the date on their calendar. We have begun to have registrations come in.

Jr. Cowboys & Jr Cowgirls Basketball

Our Jr. Cowboys and Jr. Cowgirls basketball program began on January 4th. It will conclude on March 12th. We have made some adaptations throughout the season to mitigate difficulties that we have encountered. The participants especially like the scrimmages and participating in the halftime shows at UW.

Adult Basketball

The City of Laramie Adult Basketball League began the 18th of January. We had 24 teams register and are participating this year, down from 29 last year. The program's success is tied directly to the game management, supervision, and officiating; all the which are new hires that are succeeding in the training process and look to be developing well. We hope that throughout the season the sportsmanship exemplified can be great and our staff can maintain a competitive atmosphere wherein adults can have fun, exercise, and compete. We have the tournament finishing up on March 10th.

Registrations

We are currently taking registrations for our Little Kickers Indoor Soccer program and for our Adult Volleyball League. Both programs will begin after Spring Break.

Field Scheduling

We have met with our outdoor field sports user groups and are in the scheduling process. These include Laramie Youth Baseball, Girls Softball Association, Laramie Soccer Association, Blizzard Soccer, American Legion Baseball, Colts Baseball, UW Club Sports, UW Intramurals, High School Athletics, and the City of Laramie Athletics.

January Ice & Events

Public Skate Admissions --1037

ACSD Admissions--10

Skate Rentals--887

Drop-In Activities (Curling, Figure Skating, Stick& Puck)--100

Stick & Puck Admissions--58

LAHC Rental Hours--93.5

LAHC Tournaments--1

LAHC Games--15

COED Rental Hours--9

UW Men Rental Hours--6.25

UW Games--1

Pool Attendance - February, 2016

	Leisure		8 Lane	Steam/Sauna	Daily Totals
1	136	1	75	25	236
2	161	2	59	23	243
3	78	3	72	15	165
4	119	4	75	17	211
5	295	5	131	14	440
6	231	6	88	29	348
7	133	7	49	27	209
8	130	8	101	27	258
9	104	9	73	33	210
10	122	10	90	21	233
11	118	11	66	20	204
12	132	12	21	11	164
13	199	13	91	28	318
14	214	14	70	67	351
15	182	15	72	29	283
16	137	16	109	16	262
17	142	17	107	38	287
18	140	18	93	18	251
19	113	19	22	22	157
20	245	20	64	27	336
21	149	21	76	27	252
22	163	22	96	26	285
23	167	23	110	22	299
24	98	24	35	25	158
25	103	25	44	25	172
26	93	26	38	16	147
27	301	27	92	38	431
28	304	28	102	38	444
29	107	29	88	19	214
Total	4616	Total	2209	743	7568

Aquatics Notes

1. The 1st middle school swim meet is on March 10th at 1pm.
2. The February swim lessons are now over and the grant money for the April lessons has all been used.

SACC Attendance - February 2016

There are currently 58 children enrolled in the SACC program, with the following breakdown of registration, by day of week:

<u>M</u>	<u>I</u>	<u>W</u>	<u>Th</u>	<u>Fr</u>
40	35	44	48	42

The following is actual attendance for February 2016:

M	T	W	Th	F
2/1/16	2/2/16	2/3/16	2/4/16	1/31/00
36	28	40	42	39

M	T	W	Th	F
2/8/16	2/9/16	2/10/16	2/11/16	2/12/16
32	29	35	44	35

M	T	W	Th	F
2/15/16	2/16/16	2/17/16	2/18/16	2/19/16
19 HD	32	42	47	37

M	T	W	Th	F
2/22/16	2/23/16	2/24/16	2/25/16	2/26/16
39	32	39	44	33

M
2.29.16
37

Submitted by: Cynthia R. Stoffers

March 2016 SACC Clubs

SACC kids will have their choice of two clubs, Monday through Friday in February.

Mondays:

STEM Club

This month in our Science, Technology, Engineering, and Math club, the children will be participating in fun activities that explore the wonders of science and engineering and how the two go hand in hand. They will be using a multitude of mediums to build and create their very own lava lamps, extended grabbers, glow slime, and rubber band cars. Building on their already bright minds in a fun and creative environment. A perfect choice for little Einstein's that like to get their hands messy.

TAG-along

For those kids who just can't get enough gym time, this month's TAG-along club is a fun choice! Each day, SACC staff will lead the kids in learning different tag games, like...stuck in the mud, mosquito tag, turtle tag, amongst many others. This club is a fun and energetic way to help the kids release built up energy by running around in the gym with their friends.

Tuesdays:

In a Galaxy Far Far Away (Star Wars Club)

The force shall be awakened in each kid that chooses to participate in our Star Wars club this month. They will be testing their Jedi and Sith abilities by using their intense focus, brilliance, and strength in the process of making their own lightsabers, constructing a galaxy within a jar, and making the characters from the movies come to life. Resulting in a final challenge of Star Wars Jeopardy on the last Tuesday of the month!



Gym Games

This month in our gym club, kids will be able to release that excess energy in a healthy way, we will be playing a variety of new games, like... Team Bocce Ball, Ultimate Frisbee, Cops vs. Robbers, and ending the month with the ultimate OBSTACLE COURSE! Staff will lead the kids in these team games where they will build on not only their fitness but will also learn how to participate in a team setting to create a fun and caring environment.

March 2016 SACC Clubs

Wednesdays:

Abundance Creative Arts

In March, we will be working on abstract art! Ranging from designing little masterpieces on rocks to even creating a large group mural made from string. The kids will be creating a different art piece each day to test their artistic abilities in a unique and fun way!



Mini Olympics

This new alternative to our art club will get the children into a friendly competitive state. They will be offered the opportunity to compete in miniature Olympics such as; jolly javelin, hilarious hula, happy hurdles, silly shot put, dizzy discus, amongst other events. SACC staff will help lead the kids in these events teaching them to be good sports in a friendly and energetic environment.

Thursdays:

Swimming

Don't forget your swim suit, towel, and goggles on Thursdays as SACC staff and kids take to the water for some splash-splashing fun at the Rec Center indoor leisure pool!

Luck of the Leprechauns! (Saint Patrick's Day Club)

In this alternative club to swimming the kids will be showing their holiday spirit by doing a variety of Saint Patty's Day crafts using their unique ideas to make them their own. They will have the chance to decorate a rainbow twirler in whichever colors they choose, make a ball of the softest cloud clay to take home, as well as decorate their very own pot of gold. Beginning the month by making up a leprechaun to help them put on a show.



Friday:

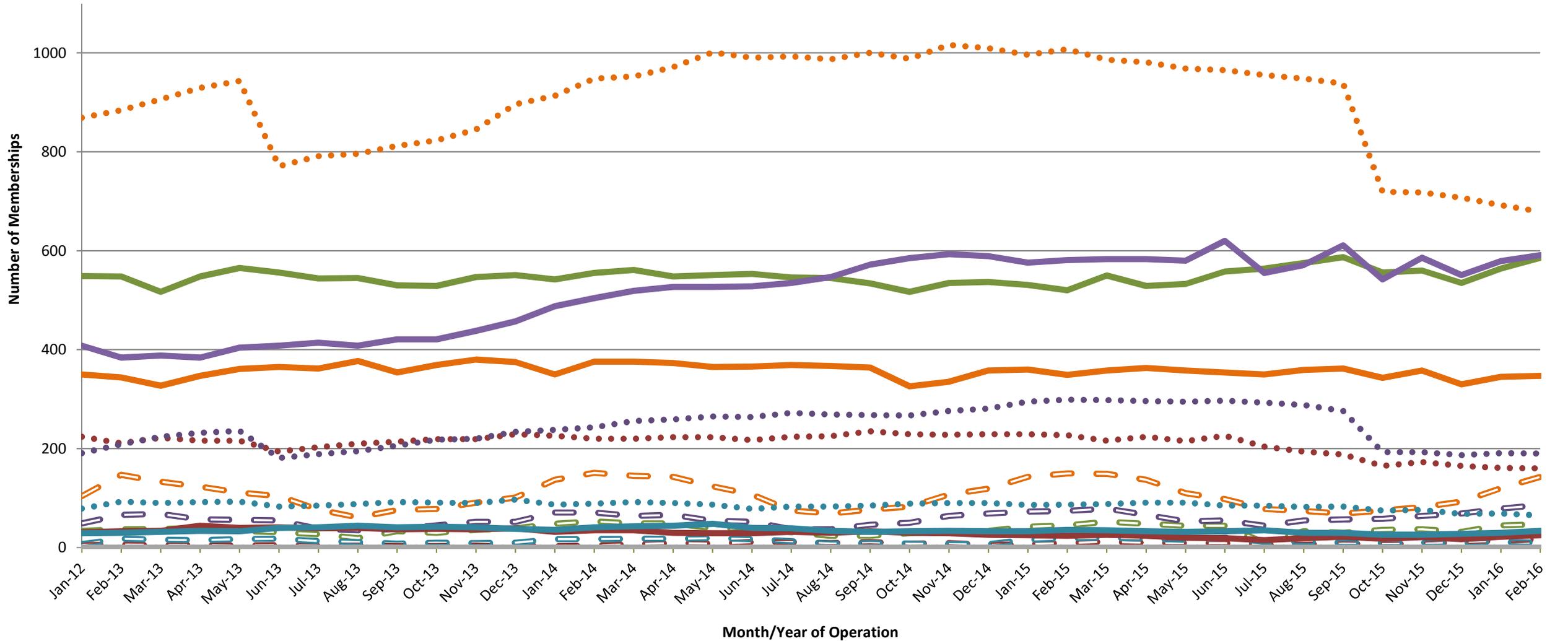
Ice Skating

Bring a coat, mittens, and warm pair of long socks, because on Fridays all SACC kids and staff are headed to the Ice and Events Center for an afternoon of learning and/or improving on our ice skating skills!

Disney Movie Club

During this Friday alternative to ice skating, staff and kids will be taking a break from the real world as we enter into the fictional land of different Disney kid friendly movies, such as; *Tarzan*, *The Little Mermaid*, *The Emperor's New Groove*, and *Frozen Fever* (Short film taken from *Frozen*). Taking time to not only watch these short films but to expand on their artistic abilities with activities such as, coloring and drawing. All you need to bring is a friendly attitude!

Recreation Center Memberships, January 2012 to January 2016





City of Laramie
PARKS & RECREATION DEPARTMENT
 P.O. Box C
 Laramie, WY 82073

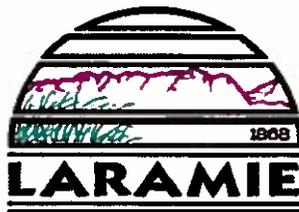
Parks: (307) 721-5264
 Fax: (307) 721-5256
 Recreation: (307) 721-5269
 Fax: (307) 721-5284
 TDD: (307) 721-5295

Recreation Center Group Memberships

	Discount %	Annual Household	6 Month Household	Annual Adult	6 Month Adult	Annual Senior	6 Month Senior	Annual Child/Youth	6 Month Child/Youth	TOTAL
University of Wyoming	20%	181	12	67	23	111	11	5	8	418
Albany County School Dist	20%	65	6	31	11	35	2	7		157
IMH	20%	43	2	14	3	6		2	1	71
City of Laramie	20%	30	6	11	4	4	1			56
TriHydro	20%	32		9	1	2				44
Local Non-Profit Employees	20%	19	2	19	7	4	2	1		54
State of Wyoming	20%	23	3	18	4	13	2	1		64
WYARNG	15%	6	2	3	1	2			3	17
<i>2/1/2016</i>		399	33	172	54	177	18	16	12	881

* Companies who have an agreement with the city for a 20% discount on Recreation Center memberships to promote participation in their wellness plans To be eligible for group discount rates, a group must have a minimum of twenty membership applications. A breakdown of group discount rates may be found below. These memberships may be paid in full or through automatic bank withdrawal or automatic credit card payment. Membership discounts are subject to change annually, depending on the number of members in the group on July 1st of each year.

20-30 people from the organization: 10% discount
 31-40 people from the organization: 15% discount
 41 and more from the organization: 20% discount



CITY OF LARAMIE
PARKS & RECREATION DEPARTMENT
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Recreation Division: (307) 721-5269
Fax: (307) 721-5284
Facilities Mgmt Division: (307) 721-3585
TDD (307) 721-5295

December 8, 2015

To: Parks Tree & Recreation Advisory Board
Fr: Scott Stevenson Facilities Maintenance Manager
Re: Division Staff Report December, 2015

- Requests for qualifications for plumbing repair and service were re-issued on February 9, and are due on February 26. An RFQ was issued in January but only one submittal was received and it did not meet the requirements. Staff hopes to select a contractor, and have a professional services agreement for Council consideration in March.
- The staff received no submittals to the Requests for Qualifications RFQs for a structural engineering evaluation of the City Hall Annex building. The staff will request funding for this evaluation in the 2017/18 biennium budget.
- The installation of an ultra violet secondary disinfection system on the Recreation Center spa is scheduled to be completed in March. The spa currently uses ozone for secondary disinfection and this system is in need of replacement. This project is being funded with the remaining SPT defeasance funds.
- A group of thirty to forty youth volunteers will be at the Recreation Center on March 4. They will be tasked with washing windows and doors and general parking lot cleanup.
- With the Ice season ending for the year on March 13th, the Facilities staff will be completing the removal of the ice sheet, and will complete a deep cleaning of the building in preparation for summer season rentals and programming.

Respectively Submitted,

Scott Stevenson,
Facilities Maintenance Manager