

**AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
CITY HALL
April 19, 2016 6:30 pm**

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

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

1. PRE-MEETING ITEMS

1.A. PROCLAMATIONS & PRESENTATIONS

1.B. ANNOUNCEMENTS

1.C. PUBLIC HEARING

1.C.i. PUBLIC HEARING: Business Ready Community, Community Readiness Application to Support the Redevelopment of the Empress Lot

Included here is a Public Hearing notice only. The Project Development Agreement and accompanying attachments will be forwarded to council with council packets for the May 3rd or May 17th council meeting.

Documents: [NOTICE OF A PUBLIC HEARING ~ 1st.docx](#)

2. AGENDA

3. Pledge of Allegiance

4. Roll Call

5. Disclosures by City Council Members

6. Consideration of Changes in Agenda and Setting the Agenda

A. MOTION BY ____, seconded by ____, that the following changes to the Agenda be approved:

B. MOTION BY ____, seconded by ____, that the Agenda be set as submitted or changed.

7. Approval of Consent Agenda

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor or citizen so requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

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

8. CONSENT AGENDA

8.A. MINUTES: City Council Meetings

Action:

that Council approve the Minutes of the City Council Regular Meeting of April 5, 2016, Public Hearings of April 5, 2016, Public Hearings of April 12, 2016, and have them placed on file for public inspection.

[Johnson, CClk]

Documents: [04_05_2016Min.pdf](#), [CCPH.04.05.16.PH6OO1942.pdf](#),
[CCPH.04.05.16.PH2LCCCPropertySale.pdf](#),
[CCPH.04.05.16.PH3MonolithRanchAcreageSale.pdf](#),
[CCPH.04.05.16.PH4R31UseCntlArea971NCedar.pdf](#),
[CCPH.04.05.16.PH5OO1941.pdf](#), [CCPH.04.12.16.PH1OO1939Annexation.pdf](#),
[CCPH.04.12.16.PH2OO1940Zoning.pdf](#)

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

Action:

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

8.C. MINUTES: Urban System Advisory Committee Meeting on April 16, 2014

Action:

That Council acknowledge receipt of the Minutes from the April 16, 2014 USAC meeting, and that the following items be approved as indicated:
1) To remove Lewis Street between 12th and 15th Streets from Collector status and downgrade to a local street on the Functional Classification map.
[Hunt]

Documents: [04.16.2014 USAC Minutes-signed.pdf](#)

8.D. MINUTES: Urban System Advisory Committee Meeting on October 14, 2015

Action:

That Council acknowledge receipt of the October 14, 2015 USAC Minutes.
[Hunt]

Documents: [10.14.2015 USAC Minutes-signed.pdf](#)

8.E. MINUTES: Urban System Advisory Committee Meeting on March 2, 2016

Action:

That Council acknowledge receipt of the Minutes from the March 2, 2016 USAC meeting, and that the following items be approved as indicated:
1) That the 2016 USAC Priorities list be accepted as amended.
2) That the Major Street plan be amended to classify West Harney Street as a local street and to remove the southern proposed Snowy Range Road/Harney Street corridor that generally follows the abandoned rail line.
3) That the Major Street Plan be amended to reclassify Sherman Hill Road south of Pilot Peak Road and Happy Jack Trail as local streets.
4) That the Major Street Plan be amended to reclassify Sheridan Street east of 26th Street as a local street, and to remove the Sheridan Street Spring Creek Channel crossing from the Major Street Plan.
5) That WYDOT be requested to start preliminary design of Urban System Project Priority #1 - Corthell Road from Whitman Street to future Bill Nye; Bill Nye from the extension of Corthell Road to the extension of Boulder Drive; and Bill Nye from Corthell Road to 15th Street.

[Hunt]

Documents: [03.02.2016 USAC Minutes-unsigned.pdf](#)

8.F. Urban Boundary and Roadway Functional Classification Concurrence

Action:

To approve modifications to the 2011 "Urban Boundary, Functional Classification, and Central Business District Boundary" map, as recommended by the urban System Advisory Committee on March 2, 2016; and to authorize the Mayor and City Clerk to sign the Concurrence instrument.

[Hunt]

Documents: [1 CC Cover Sheet - USAC FC Map - 2016-04-19.pdf](#), [2 Laramie FC Map revised 03-10-16.pdf](#)

8.G. MINUTES: March 10, 2016 Traffic Commission meeting

Action:

To acknowledge receipt of the Minutes from the March 10, 2016 Traffic Commission meeting and that the following items be approved as indicated:

- 1) To approve placement of a specifically reserved handicap parking space at the location of 259 North Pine Street.
- 2) To approve the elimination of the handicap parking space and remove the sign at 1216 South 4th Street.
- 3) To approve the elimination of the handicap parking space and remove the sign at 1120 Ivinson Avenue.

[Hunt]

Documents: [1 CC Cover Sheet TC Minutes 03.10.16.pdf](#), [2 TC Minutes 03-10-16.pdf](#)

8.H. MINUTES: Monolith Ranch Advisory Committee

Action:

that Council approve the Minutes of the Monolith Ranch Advisory Committee of January 14, 2016, and have them placed on file for public inspection.

[Smith, PW Dir]

Documents: [CS RAC Minutes 1.14.16 for 4.19.16 LCC.pdf](#), [RAC 1-14-16 Minutes.pdf](#)

8.I. RESOLUTION 2016-____, proclaiming International Composting Awareness Week and Offer Free Compost Days at the Laramie Landfill

Action:

that the Laramie City Council approve Resolution 2016-____, proclaiming May 1-7, 2016 as International Composting Awareness Week, and offer Free Compost Days at the Laramie Landfill on May 14, and May 21, 2016 for all residents of Albany County.

[Smith, PW Dir]

Documents: [COVER SHEET Compost Resolution.pdf](#), [Compost resolution 2016.pdf](#)

8.J. RESOLUTION 2016-____, granting authority to purchase from State of Wyoming Surplus Property

Action:

to approve Resolution 2016-____, granting authority to listed specific City of Laramie employees to purchase from State of Wyoming Surplus Property and authorize the Mayor and Clerk to sign.

[Derragon]

Documents: [Cover Sheet - State Surplus Property 4-19-16.pdf](#), [Surplus Property Resolution 4-12-16.pdf](#)

8.K. MEMORANDUM OF UNDERSTANDING: outlining the provision of public artwork and a pollinator garden at Depot Park.

Action:

to approve the Memorandum of Understanding between the City of Laramie, Wyoming and the University of Wyoming, Art Museum outlining the provision of public artwork and a pollinator garden at Depot Park and authorize the Mayor and Clerk to sign.

[Feezer, Dir. P&R]

Documents: [MOU Public Art Project.Pollinator Garden Agenda Cover.pdf](#), [MOU City.UW Snow Train Art Project.pdf](#), [Snow Train Art Project Site Plan.pdf](#)

8.L. AGREEMENT: 2016 Wildland Fire Management Annual Operating Plan

Action:

that Council approve the 2016 Wildland Fire Management Annual Operating Plan (AOP) between the City of Laramie, WY and the USFS and authorize the Mayor and Fire Chief to sign.

[Chief Johnson]

Documents: [2016 AOP.pdf](#), [Albany-Carbon-Laramie County 2016 AOP_Final.pdf](#), [Attachment D - Signature Page Albany-Carbon-Laramie Counties 2016.pdf](#)

8.M. SCHEDULE MEETING(S)

Action:

that Council schedule the following meeting(s):

1. **May 10, 2016, 6:00pm** - Laramie Main Street Alliance Annual Report

9. REGULAR AGENDA

10. Original Ordinance No. 1941, an Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation

Second Reading (Introduced by Shuster)

[Hunt]

Documents: [1 CC cover sheet vacation cost 2nd rdg.pdf](#), [2 CC Ord vacation cost 2nd rdg.pdf](#), [3 Vacation cost Staff Report.pdf](#)

11. Original Ordinance No. 1942, amending Title 15 of Laramie Municipal Code for the purposes of allowing "Hotels and motels" as a Permitted Use in the C2 District, allowing "Light industrial" as a Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.

Second Reading (Introduced by Shuster)

[Hunt]

Documents: [1 Orig Ord 1942 Cover Sheet 2nd reading.pdf](#), [2 Orig Ord 1942 2nd rdg.pdf](#), [3 Orig Ord 1942 PC Staff Report.pdf](#)

12. Resolution 2016-____, approving a Project Agreement for the North Side Tank Design Project.

[Smith]

Documents: [COVER SHEET NORTHSIDE TANK PROJECT AGREEMENT.pdf](#), [Funding Agreement.pdf](#), [NS Tank Funding Resolution.pdf](#)

- 13. Consideration to award Professional Services Agreement for the Laramie North Side Tank Project; Design Phase.**

[Smith]

Documents: [COVERSHEET NORTHSIDE TANK DESIGN.pdf](#), [prof services agmt-DOWL.pdf](#)

- 14. Original Ordinance No. 1939, annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street (Love's Travel Center).**

Third Reading (Introduced by Summerville)

[Hunt]

Documents: [1 CC Cover Orig Ord 1939 3rd Reading.pdf](#), [2 Orig Ord 1939 3rd Reading.pdf](#), [3 Staff Report Orig Ord 1939 3rd Reading.pdf](#)

- 15. Resolution 2016-23, certifying Planning Commission action, regarding amendments to the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan.**

Resolution (Introduced by Summerville)

[Hunt]

Documents: [1 CC Cover Sheet CPA-16-01.pdf](#), [2 CC Resolution CPA-16-01.pdf](#), [3 Staff Report CPA-16-01.pdf](#)

- 16. Original Ordinance No. 1940, establishing zoning in an area approximately 93 acres in size to B2 (business) District, generally located on the northeast corner of I-80 and Curtis Street (Love's Travel Center).**

Third Reading (Introduced by Summerville)

[Hunt]

Documents: [1 CC Cover sheet Orig Ord 1940 3rd Reading.pdf](#), [2 Orig Ord 1940 3rd Reading.pdf](#), [3 CC Staff Report Orig Ord 1940 3rd Reading.pdf](#)

- 17. State Loan Investment Board Grant Award in the amount of \$125,000 - Laramie Fire Department Station #2 Bay Addition**

[Chief Johnson]

Documents: [SLIB Grant Award.pdf](#), [2016 Grant Award - SLIB.pdf](#)

- 18. Consideration of a Bid Award to Spiegelberg Lumber and Building in the amount of \$251,539 for the purpose of the Laramie Fire Station #2 Bay Addition with a contingency fund of 7.5% - \$18,865.**

[Chief Johnson]

Documents: [Station 2 bay addition bid award..pdf](#), [Station 2 Bid Opening.pdf](#), [Architect Letter.pdf](#), [Spiegelberg Bid.pdf](#)

19. Original Ordinance No. 1930, approving the nonexclusive Franchise Agreement for Cable TV Services

Third and Final reading (Introduced by Shuster)
[Derragon]

Documents: [Cover Sheet Cable TV Franchise - Third Reading Revised 4-19-16.pdf](#),
[Laramie WY--Franchise Agreement RECONSIDERATION 4-5-16.pdf](#)

20. Consideration of future Council work session topics

Documents: [Apr -19-16 Upcoming Meetings.pdf](#), [4-19-16 Future Work Session Topics.pdf](#)

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

(Members of the public may address the City Council on items not on the printed Agenda.
Please observe the time limit of five (5) minutes.)

22. Adjournment

**NOTICE OF A PUBLIC HEARING
2016 BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
APPLICATION FOR A BUSINESS COMMITTED PROJECT**

The Wyoming Business Council is seeking grant and loan applications from counties, incorporated cities, towns, joint powers boards, and tribes for the 2016/2017 Business Ready Community (BRC) Grant and Loan Program. The intent of this program is to ready a community for new business development through economic or educational development projects which may include, but not limited to, water, sewer, streets and roads, telecommunications, airports, purchase of rights of way, purchase of land, buildings, facilities, industrial and business parks, industrial site or business district development, amenities within a business or industrial park, landscaping, recreational and convention facilities, and or other physical projects.

The rules governing the BRC Grant and Loan Program are available on the Wyoming Business Council's website, <http://www.wyomingbusiness.org>.

The Laramie Main Street Alliance (LMSA) is seeking a BRC, Community Readiness Grant in the amount of \$3 million to redevelop the Empress lot located at 112 South Second Street. The redevelopment plan for the lot includes the construction of a two-story 10,000 square foot building. The ground level of building will be leased by LMSA to Big Hollow Natural Foods Co-op (Big Hollow). The second story of the building will accommodate four apartment or office units which will be marketed by LMSA for tenant finish. The cash match for this grant will be provided by LMSA and Big Hollow.

Laramie City Council will hold a public hearing on April 19th at 6:30 p.m. to gather public comments on this proposed application. The hearing will take place in the Council Chambers of City Hall, 406 Iverson Avenue. Citizens can also submit written comments to: City of Laramie/attn. Grant Analyst /P.O. Box C/Laramie, WY 82073/or sreese@cityoflaramie.org. All written comments must be received no later than 3:00 p.m. on April 19, 2016. The Laramie City Council will take all comments into consideration before considering a resolution in support of submitting an application.

Publish: April 12th and 19th, 2016

Send Bill and Affidavit to the City Manager's Office

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1. PRE-MEETING ITEMS

1.A. PROCLAMATIONS & PRESENTATIONS

1.A.i. PROCLAMATION: Recognition for National Service

1.B. ANNOUNCEMENTS

1.C. PUBLIC HEARING

1.C.i. PUBLIC HEARING: Transfer of Ownership of Microbrewery Liquor License from Gregory R. Smith to Gregory R. Smith and Karen J. Robillard, dba Altitude Chophouse and Brewery, 320 S 2nd Street.

1.C.ii. PUBLIC HEARING: Notice of Intended Sale of Real Estate with appraised value of \$1,839,298 to Laramie County Community College.

1.C.iii. PUBLIC HEARING: Possible Sale of Monolith Ranch acreage.

1.C.iv. PUBLIC HEARING: Resolution 2016-31, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.

1.C.v. PUBLIC HEARING: Original Ordinance No. 1941, an Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation.

1.C.vi. PUBLIC HEARING: Original Ordinance No. 1942, amending Title 15 of Laramie Municipal Code for the purposes of allowing "Hotels and motels" as a Permitted Use in the C2 District, allowing "Light industrial" as a Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.

2. AGENDA

Regular Meeting of the City Council was called to order by Mayor Paulekas at 7:18 p.m.

3. Pledge of Allegiance

Mayor Paulekas lead the Pledge of Allegiance.

4. Roll Call

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

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Staff present: Janine Jordan, City Manager; David Derragon, Assistant City Manager; Angie Johnson, City Clerk; Jason Loos, City Attorney; Malea Brown, Administrative Services Director; and Randy Hunt, Community Development Director.

5. Disclosures by City Council Members

None.

6. Consideration of Changes in Agenda and Setting the Agenda

- A. MOTION BY PEARCE, seconded by Shumway, that the following changes to the Agenda be approved: Move item No. 20 to No. 15A.

MOTION CARRIED by voice vote.

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

MOTION CARRIED by voice vote.

7. Approval of Consent Agenda

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

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

8. CONSENT AGENDA

8.A. MINUTES: City Council Meetings

Action: that Council approve the Minutes of the City Council Regular Meeting of March 15, 2016 and Public Hearings of March 22, 2016, and have them placed on file for public inspection.

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

Action: that the Cemetery Deeds for March 16-31, 2016 be accepted, and the Mayor and City Clerk be authorized to sign and have them recorded in the Office of the County Clerk.

8.C. VOUCHERS: March 2016

Action: that the following Resolution be adopted: BE IT RESOLVED: that all vouchers approved by the Finance Committee be allowed, warrants drawn on proper City funds in payment thereof, and the vouchers be placed on file in the Treasurer's Office subject to public inspection; and that Council authorize payment for the month-end payroll, light and gas charges, telephone charges, Pioneer Canal-Lake Hattie Irrigation District lease, employee travel, other employee reimbursements, pay advances, refunds for City services,

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recording fees, postage, lease purchase and bond payments, self-funded employee health insurance claims, miscellaneous insurance claims, Council-approved bid items, outside attorney fees, other consulting fees, before normal City Council approval on the first Tuesday of April These expenditures are to be paid subject to audit by the City of Laramie Finance Department.

8.D. LIQUOR LICENSE RENEWALS:

Action: that council approve all applications for renewal, that the Special Malt Beverage Permit for the Trustees of the University of Wyoming, Retail Liquor Licenses, Restaurant Liquor Licenses, Club/Limited Liquor Licenses, Golf Club License, Resort Licenses, Bar and Grill Licenses, Microbrewery Licenses, and Winery License be renewed as listed.

8.D.i. LIQUOR LICENSE: Application for Renewal of Special Permits

#1 Special Malt Beverage Permit from Trustees, University of Wyoming, Student Union Building, Director, WY Union, UW Campus Box 3105

8.D.ii. LIQUOR LICENSES: Applications for Renewal of Retail Liquor Licenses

- #1 Laramie Lanes, Inc., dba Laramie Lanes, 1270 N. Third St. Sheldon Burns, Janice Sexton
- #2 High Elevation Investments, LLC., dba Mulligan's Pub, 1115 S. Third St. Bryan Gay, Tonya Gay, Heather Becklan, Nathan Jorgenson
- #3 Wal-Mart Stores, Inc., dba Wal-Mart Supercenter #1412, 4308 Grand Ave. Donald Frieson, Steven Zielske, Andrea Lazenby, Cynthia Moehring, Amy Thrasher
- #4 Hensley Property Holdings, LLC, dba Roxie's On Grand, 221 Grand Ave. William Hensley, Roxie Hensley
- #5 Coyote Land, Inc. dba Cowboy Saloon & Dance Hall, 108 S. Second St. Gary Hopkins, Mike Hopkins
- #6 E & K Smith Enterprises, dba The Alibi Pub, 404 S. Fourth St. Ethan Smith, Kerri Smith
- #7 Snowy Range Sports Bar and Discount Liquors, LLC, dba Snowy Range Sports Bar, 23 Adams St. Karl McCracken, Trudy McCracken
- #8 The 307 Office, LLC, dba Copper's Corner, 867 N. Third St. Michael Olson, Sheri Olson
- #9 Boxcar Murphy, Inc., dba Bud's Bar, 354 W. University Ave. William Winter, Michelle Winter
- #10 Safeway Stores 46, Inc. Safeway Stores 46, 554 N. 3rd St. Bradley Fox, Laura Donald
- #11 Sweet Melissa, Inc., dba Sweet Melissa Café & Front Street Tavern, 201 First St. Melissa Murphy, Mark Zieres
- #12 RMH Franchise Corporation, dba Applebee's Neighborhood Grill & Bar, 3209 Grand Ave. Jeffrey Neumann, Mark Seymour, RMH Franchise Holdings
- #13 JASA Corp., dba Reed's Liquors, 310 S. Fifth St. Jade Miller, Lisa Miller
- #14 Corner Pocket of Laramie, Inc., dba Mingles of Laramie, 3206 Grand Ave. Andrew Groshart, Wesley McMullen
- #15 Jona, Inc., dba (to be determined), 303 S. 3rd Street. Susan McMurry, Cary Brus
- #16 Buckhorn Enterprises, Inc. dba Buckhorn Bar, 114 Ivinson St. Mike Hopkins, Gary Hopkins

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- #17 SDR LLC, dba O'Dwyers Public House, 1622 Grand Ave. Dwight Rowell, Diobhan Rowell, Deidre O'Dwyer, James Grimes
- #18 AKME, LLC, dba The Still, 1602 Spring Creek Dr. Benjamin Kordon, Melissa Allen
- #19 Ridley's Family Markets, Inc., dba Ridley's Family Markets, 3112 Grand Ave. Donald Ridley
- #20 Wagon Wheel, Inc., dba Wagon Wheel, Inc., 334 Fillmore St. Donald White, John Blyth, Judith Adamson
- #21 Gateway Fuels, LLC, dba Gateway Liquors, 2471 Jackson St. Rajeev Patel, Marty McKinney
- #22 First Street Station, Inc., dba Lovejoy's Bar & Grill, 101 Grand Ave. Gregory R. Smith, Karen J. Robillard
- #23 Mickey M., Corporation., dba Ranger Liquor Mart & Lounge, 463 N. Third St. Debra Hinkel, Rickie Hinkel
- #24 North Ridge Discount Liquors, Inc., dba North Ridge Discount Liquors, 1660-A N. 4th St. Robert Blake, Ruth Blake
- #25 Ya Sou, Inc., dba 3rd Street Bar, 220 Grand Ave. Daniel Panches, Dennis Small
- #26 Crowbar and Grill, LLC, dba Crowbar and Grill, 202 S. 2nd St. Andrew Glines, Justin Turner, Kevin Ley, John Schaeffer
- #27 Chalk N' Cheese, LLC, dba Chalk N' Cheese, 209 S. 2nd St. Misty Hester, Cyndi Martin

8.D.iii. LIQUOR LICENSE: Applications for Renewal of Restaurant Liquor License

- #R4 The New Mandarin, Inc., dba The New Mandarin, 1254 N. Third St. James Huang, Yong Qing Tang
- #R6 Jeffrey's Bistro, Inc., dba Jeffrey's Bistro, 123 Ivinson St. Jean Trabing, Jeffrey Stoller, Alan Cupps
- #R7 Pizza Hut of Laramie, Inc., dba Pizza Hut, 1460 N. Third St. Michael O'Donnell, Andrea O'Donnell, James O'Donnell
- #R8 Bailey's of Laramie, Inc., dba Bailey's, 2410 Grand Ave. Dan Garcia
- #R12 Christopher Ryan Ransom dba Grand Avenue Pizza, 301 Grand Ave. Christopher Ryan Ransom
- #R25 Bernie's Mexican Restaurant, LLC, dba Bernie's Mexican Restaurant, 367 Snowy Range Rd. Bernie Sanchez, Laura Sanchez
- #R29 Guerin Enterprises, Inc. dba Coal Creek Coffee, 110 East Grand Ave. John Guerin, Jodi Guerin, Cherie Guerin
- #R32 Estrella, Inc. dba Corona Village Andale Rapido, 2900 E. Grand Ave, Unit 108. Juan Pelayo, Ponciquo Villasenor, Israel Espineza, Marcos, Aldaz
- #R40 Villas, Inc., dba Corona Village II, 513 Boswell Drive. Juan Pelayo, Ponciquo Villasenor, Israel Espineza, Marcos, Aldaz
- #R42 Bighorn Associates, L.C., dba Chili's Grill, 2523 Grand Ave, Suite F. Stanley Kuoles, Bruce Shiveley
- #R43 Yellow-Star Restaurants, Inc., dba Mizu Sushi, 307 So. 3rd St. Hung Luu, Lillian Luu
- #R46 Anong's Thai Cuisine, LLC., dba Anong's Thai Cuisine, 101 Ivinson St. Brett Larsen, Anong Larsen

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#R47 Boomer's BBQ, LLC, dba Boomer's BBQ, 615 S. 2nd St. Michael Sharom, Michele McInerney

#R50 J's Prairie Rose, Inc., dba J's Steakhouse, 3225 Grand Ave. Jason Eickbus

#R53 Niko Sushi and Japanese Food, LLC, dba Niko Sushi & Steak, 1702 Grand Ave. Seno Mulyanto

#R54 Thai Spice, LLC, dba Thai Spice, 204 S. 3rd Street, Ste B & C. Lodda McCune, Matthew McCune

#R57 Schocktoberfest Productions, LLC, dba Schocktoberfest, 303 S. 3rd St. Jason Palumbo

#R58 Go Wyo, LLC dba The French Place, 207 S. 3rd St. Florence Gerard, Didier Frainkin

8.D.iv. LIQUOR LICENSES: Applications for Renewal of Club/Limited Liquor Licenses

#F1 Loyal Order of Moose, No. 390, 409 S. Third St. Gordon Cook, Harold Foster, Jerald Wessels, Robert Pier

#F2 B.P.O. Elks, Laramie Lodge No. 582, 103 S. Second St. Jack Oppie, Stephen Graham, Russell Wells, Dennis Craig

#F3 American Legion, Husted-Pendleton Post No. 14, 417 Ivinson St. Tim Fryey, Frank Tafoya, Bill Jussila, Deanna Hurless

#F4 Veterans of Foreign Wars, Post No. 2221, 2142 Garfield St. Albert Killian, Richard Rottman, Tommy Rottman

#F6 Fraternal Order of Eagles, AERIE No. 3493, 126 Lyon St. Kelly Struble, Theodore Pena, William Bridges, Robert Binker

8.D.v. LIQUOR LICENSE: Application of Renewal of Golf Club Liquor License

#G-1 Jacoby Golf Club dba Jacoby Golf Club, 3501 Willett St. Dept 3227, 1000 E University. William Mai, John Davis, Floyd Jensen

8.D.vi. LIQUOR LICENSES: Applications for Renewal of Resort Liquor License

#RT-2 Timberline Hospitalities, LLC dba Holiday Inn, 204 S. 30th St. 800 Werner Ct., Casper, WY. Donald Walters, Bruce Bummer, Terry Johnson

#RT-3 Laramie Hospitality, LLC dba Ramada Inn, 2313 Soldiers Spgs Rd. 10 E. 120th Ave, Northglenn, CO. Bruce Rahmani

#RT-4 Hotel Investment Services-GI, Inc., dba Hilton Garden Inn, 2229 Grand Ave. Ronald Wilson

8.D.vii. LIQUOR LICENSES: Applications for Renewal of Bar & Grill Liquor License

#BG-1 Sherlock Investments, LLC, dba The Library Sports Grille & Brewery, 201 E. Custer St. Nate Jorgenson, Bryan Gay, Tonya Gay

#BG-2 Gregory R. Smith & Karen J. Robillard, dba Altitude Chophouse and Brewery, 320 S. 2nd St. Gregory R. Smith, Karen J. Robillard

#BG-3 Sushi Boat, LLC, dba Sushi Boat, 421 Boswell Dr. Hyoen Skim

#BG-4 Scholl Reece, LLC dba Born in a Barn, 100 E. Ivinson St. Clayton Scholl, Jesse Reese, Trent Brame

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8.D.viii. LIQUOR LICENSES: Applications for Renewal of Microbrewery Liquor Licenses

#M-6 Sherlock Investments, LLC dba The Library Sports Grille & Brewery, 201 E. Custer St. Nate Jorgenson, Bryan Gay, Tonya Gay

#M-7 Coal Creek TAP, Inc., dba Coal Creek TAP, 108 E. Grand Ave. John Guerin, Jodi Guerin

8.D.ix. LIQUOR LICENSE: Application for Renewal of Winery Liquor License

#W-1 The Great Untamed, LLC dba The Great Untamed, 209 S. 3rd St. Scott Lair

8.E. LIQUOR LICENSE: Transfer of ownership of Altitude Steakhouse and Brewery Microbrewery License.

Action:

to approve the transfer of ownership of Microbrewery License #M-5, from Gregory R. Smith, dba Altitude Chophouse and Brewery to Gregory R. Smith and Karen J. Robillard, dba Altitude Chophouse and Brewery, 320 S. 2nd Street Laramie, WY, and authorize the Mayor and Clerk to sign.

8.F. MINUTES: Minutes of the March 9, 2016 Parks, Tree and Recreation Advisory Board

Action: I move that Council acknowledge receipt of the Minutes from the March 9, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board and the following recommendations be approved as indicated: 1) To approve the minutes from the February 10, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. 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." 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. 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. 5) To approve the facility use agreement between Open School and the City of Laramie for the provision of group swim lessons. 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. 7) To approve the MOU between Laramie Colts Baseball Club and the City of Laramie or the provision of use of Cowboy Field for the 2016 season.

8.G. RESOLUTION: approving the Laramie Recreation Center and Ice & Event Center Master Fee Schedule Annual Amendment

Action: to approve Resolution 2016-29 updating the 2015 Parks & Recreation Master Fee Schedule as presented and authorize the Mayor and Clerk to sign.

8.H. LEASE AGREEMENT: between the between the City of Laramie and Action Resources International dba Feeding Laramie Valley

Action: to approve the Ft. Sanders Building Lease Agreement between the City of Laramie and Action Resources International dba Feeding Laramie Valley for a term of 5

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years and authorize the Mayor and Clerk to sign.

8.I. BID AWARD: mosquito control pesticides for the 2016 season

Action: to award the base bid package for Mosquito Control Pesticides for the 2016 season to Van Diest Supply Company of Cheyenne, Wyoming in an amount not to exceed \$60,249.35 and Alternate Item A to UNIVAR of Salt Lake City, Utah in an amount not to exceed \$22,254.00 and authorize the Mayor and Clerk to sign.

8.J. PROFESSIONAL SERVICES AGREEMENT: between the City of Laramie and The Plumbing Company, Inc. for plumbing repair and installation services for City owned facility plumbing systems and equipment

Action: to approve the agreement for professional services between the City of Laramie and The Plumbing Company, Inc. for plumbing repair and installation services for City owned facility plumbing systems and equipment for a two year period and authorize the Mayor and Clerk to sign.

8.K. SCHEDULE MEETING(S)

Action: that Council schedule the following meeting(s):

1. **April 12, 2016** - Public Hearing, Ordinance No. 1939, annexation
2. **April 12, 2016** - Public Hearing, Ordinance No. 1939, rezoning
3. **April 12, 2016** - Work Session, **CHANGE** Main Street annual presentation to Business Ready Community Grant
4. **April 12, 2016** - **CANCEL Work Session**, Annexation & Extra-Territorial Services Policy
5. **April 12, 2016** - Work Session, City Council Code of Conduct
6. **April 19, 2016** - Public Hearing, Business Ready Community Grant on behalf of Main Street Alliance
7. **May 10, 2016** - Work Session, change Budget discussion to Enterprise Funds
8. **May 12, 2016** - Work Session, change Budget discussion to Enterprise Funds
9. **May 16, 2016** - Work Session, change Budget discussion to Government Funds

9. REGULAR AGENDA

10. Authorizing issuance of a Distillery-Satellite Liquor License to Vanatta Fine Liquor, LLC, dba Wojtek.

MOTION BY HENRY, seconded by Shuster, that Council authorize the issuance of a Distillery-Satellite liquor license to Vanatta Fine Liquor, LLC, dba Wojtek for the duration of the existing lease, October 21, 2016, and in the event that an extension of the lease including a term of not less than May 7, 2017 is submitted to the City Clerk prior to the expiration of the existing lease and payment of the remaining portion of the fee by licensee, to authorize the extension of the license period through May 7, 2017 without further approval by Council, and authorize the Mayor and City Clerk to sign.

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

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11. Resolution 2016 - 30, authorizing the City of Laramie to lease with an option to purchase a street sweeper for the Streets division from Wyoming State Bank

MOTION BY SUMMERVILLE, seconded by Pearce, that Council approve Resolution 2016-30 authorizing the City of Laramie to lease with an option to purchase a street sweeper for the Streets division from Wyoming State Bank and authorize the Mayor and City Clerk to sign.

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

12. Resolution 2016-31, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.

MOTION BY WEAVER, seconded by Summerville, that Council approve Resolution 2016-31, establishing a Use Control Area for a site approximately 2.81 acres in size, generally located at 971 North Cedar Street.

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

13. Original Ordinance No. 1939, Annexation of northeast corner of I-80 and Curtis Street (Love's Travel Center). (A-15-01) Second Reading (introduced by Summerville)

MOTION BY SUMMERVILLE, seconded by Pearce, that Council approve Original Ordinance No. 1939 on second reading, annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law; and to set a public hearing for April 12, 2016.

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

14. Original Ordinance No. 1940, rezoning northeast corner of I-80 and Curtis Street (Loves Travel Center). (Z-15-07) Second Reading (Introduced by Summerville)

MOTION BY SUMMERVILLE, seconded by Shuster, that Council approve Original Ordinance No. 1940 on second reading, establishing zoning in an area approximately 93 acres in size to B2 District B2 (Business) District generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law; and to set a public hearing for April 12, 2016.

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

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15. Consideration of proposed cost-share with UW Jacoby Golf Course for the filling of detention ponds associated with the East Side Drainage Project.

MOTION BY SHUMWAY, seconded by Weaver, that Council approve cost-sharing arrangement and adjustment of \$84,624 originally billed to UW Jacoby Golf Course stemming from the filling of detention ponds associated with the East Side Drainage Project, and authorize the Mayor and Clerk to sign.

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

Council recessed at 8:08 p.m.

Council reconvened at 8:22 p.m.

15 A. Purchase Agreement between the City of Laramie and Laramie County Community College.

MOTION BY HANSON, seconded by Weaver, that Council consider the options relating to the proposed LCCC purchase of City Property.

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

MOTION BY WEAVER, seconded by Summerville, that Council postpone to June 7, 2016.

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

MOTION BY WEAVER, seconded by Shuster, that Council suspend the rules so that council can continue the meeting for the purpose of discussing Item No. 19.

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

16. — ~~Original Ordinance No. 1941, an Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation. (TA-16-02) Second Reading (introduced by Shuster)~~

17. — ~~Original Ordinance No. 1942, amending Title 15 of Laramie Municipal Code for the purposes of allowing "Hotels and motels" as a Permitted Use in the C2 District, allowing "Light industrial" as a Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B. (TA-16-01) Second Reading (introduced by Shuster)~~

18. — ~~Resolution 2016 _____, adopting Goals for 2016–2017.~~

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19. RECONSIDERATION: Original Ordinance No. 1930 Approving the nonexclusive Franchise Agreement for Cable TV Services Between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC Locally Known as Charter Communications. Third Reading (Introduced by Shuster) Reconsideration (Summerville)

MOTION BY SUMMERVILLE, seconded by Shuster, that Council reconsider third and final reading of Original Ordinance No. 1930.

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

MOTION BY SUMMERVILLE, seconded by Shuster, that Council approve on third and final reading Original Ordinance No. 1930 approving the nonexclusive Franchise Agreement for Cable TV Services between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC locally known as Charter Communications and authorize the Mayor and City Clerk to sign.

MOTION BY SUMMERVILLE, seconded by Weaver, that Council postpone to April 19, 2016 Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Nay: None. Absent: None. MOTION CARRIED.

20. Moved to 15A.

21. Consideration of future Council work session topics

None.

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

23. Adjournment

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

MOTION CARRIED by voice vote.

Council adjourned at 9:48 p.m.

Respectfully submitted,

Angie Johnson
City Clerk

**LARAMIE CITY COUNCIL
PUBLIC HEARING
Original Ordinance 1942, Title 15 LMC, Hotels and Motels as a Permitted use in C2 District
April 5, 2016**

Public Hearing was called to order by Mayor Paulekas at 7:16 p.m.

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

The City Clerk read the notice:

CITY OF LARAMIE NOTICE OF PUBLIC HEARING

The City Council will hold the following public hearings at 6:30 p.m. on April 5, 2016 in the City Council Chambers, Laramie City Hall, 406 Ivinson Avenue, Laramie, WY, to take public comments or protests on the following Ordinances: Original Ordinance No. 1942 for a request made by and on behalf of the City of Laramie for a proposed Text Amendment to the Laramie Municipal Code Proposal would amend LMC Chapters 15.10 and 15.14 for the purpose of allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.

Mayor Paulekas asked if there were any comments.

There were no comments.

Public Hearing was closed at 7:18 p.m.

Respectfully submitted

Angie Johnson
City Clerk

**LARAMIE CITY COUNCIL
PUBLIC HEARING
Intended Sale of Real Estate, Turner Tract, to LCCC
April 5, 2016**

Public Hearing was called to order by Mayor Paulekas at 6:39 p.m.

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

The City Clerk read the notice:

NOTICE OF INTENDED SALE OF REAL ESTATE

COMES NOW the City of Laramie, Wyoming and, pursuant to the provisions of Wyoming Statute section 15-1-112(b), provides public notice of a proposed sale of undeveloped public property described below with an appraised value of \$1,839,298 to Laramie County Community College, without calling for bids on the property for the reasons that such sale is to another political subdivision of the State. The property is described as: Lots 6-11, Block 2, Turner Tract Addition to the City of Laramie. The proposed price for the land is \$180,000.00. A public hearing on this proposed sale will be held by the City Council in City Council Chambers at 406 Iverson Street, Laramie at 6:30 p.m. on April 5, 2016.

Mayor Paulekas asked if there were any comments.

Thomas Johnson, Student at LCCC (Laramie County Community College), Head of Campus activity Board, the extra land would expand the opportunities for education and bring in more students to the community.

James Malm, Associate Vice President of LCCC and head of the campus, stated the Albany county Campus was built on a land grant the City Council gave in 2004. Since starting operations on campus in 2005, they have educated nearly 15,000 students, and they have reached capacity with their current operations. He envisioned the ACC (Albany County Campus) growing into a comprehensive community college, with multiple buildings in the years and decades ahead. They seek the land first, a master plan second, and the building projects third.

Jennifer Banks, Academic Advisor and Student Advisor at LCCC, stated LCCC is an alternative to the University; that LCCC is often the only choice for many marginalized students. This land grant would increase that educational opportunity. A second lab would increase their ability to offer more science classes.

Butch Cable, 6 Butte Loop, Ex Officio Trustee for the Albany County Campus at the Cheyenne Trustees. The Albany Campus serves about 1,500 students each year for a cost of about 3.9 million dollars. He encouraged putting a partnership together so planning for the future can begin for the educational needs of Laramie.

Gary Naggage, 3701 Alta Vista Drive is in favor of the project. The Turner Tract had been considered a very good place for a high tech company campus, and the possibility of it to be a campus driven area is still in effect, with LCCC. This could be an economic driver for Laramie. It would work well with Cirrus Sky Park, to tech companies, and other ancillary companies

Dan Furphy, Laramie Chamber Business Alliance, related that LCCC has been a great asset to Laramie. They have created jobs for people who are now living and working in Laramie. They contribute to community, and provide services to the students. It is a good return of investment.

LARAMIE CITY COUNCIL
PUBLIC HEARING
Intended Sale of Real Estate, Turner Tract, to LCCC
April 5, 2016

Burt Davis, Instructor at the Albany County Campus, commented on how campuses are usually funded by mill levies, and the Albany County Campus does not have a mill levy associated with it. He believed that if there were a mill levy, the value would be about \$1.5 million a year. They generate about \$3,000,000 in income. If the property were acquired, that amount would double.

Tulesha Modingger, new employee at LCCC, related that she liked Laramie because of the educational opportunities here, that LCCC has a synergy with UW, and with the new high school nearby and the dual enrollment. Also, working in Wyoming doesn't always require a four year degree, and with all the socio-economic changes occurring in our state at this time, having a community college in the area is extremely helpful in a transition time.

Public Hearing was closed at 7:02 p.m.

Respectfully submitted

Angie Johnson
City Clerk

**LARAMIE CITY COUNCIL
PUBLIC HEARING
Intended Sale of Real Estate, Monolith Ranch Acreage
April 5, 2016**

Public Hearing was called to order by Mayor Paulekas at 7:02 p.m.

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

The City Clerk read the notice:

NOTICE OF INTENDED SALE OF REAL ESTATE

COMES NOW the City of Laramie, Wyoming and, pursuant to the provisions of Wyoming Statute section 15-1-112(d), provides public notice of a proposed sale of undeveloped public property described below with an appraised value of \$397,500 to Mountain Cement Company, without calling for bids on the property for the reasons that such sale is for a use which the governing body determines will benefit the economic development of the municipality. The property is described as: 722.60 acres located on the Monolith Ranch owned by the City of Laramie. The proposed price for the land is \$400,000.00.

A public hearing on this proposed sale will be held by the City Council in City Council Chambers at 406 Iverson Street, Laramie at 6:30 p.m. on April 5, 2016

Mayor Paulekas asked if there were any comments.

Dan McCoy 419 S. 11th St., former member of the Monolith Ranch Ad Hoc Advisory Committee, gave a background of potential uses and plans for the Ranch. He suggested a swap or a recreational easement for the site. He recommended that this items should be submitted to the Laramie Parks, Trees, and Recreation Advisory Board for their consideration.

Megan Hayes, 505 S. 12th, wanted as a condition of the sale that Mountain Cement agree to install monitoring wells that could then be used as part of the Aquifer Protection Plan to monitor the health of the aquifer.

Dan Furphy, Laramie Chamber Business Alliance, related that Mountain Cement is important because they employ over 100 people, and are a strong economic driver for our community. When they finish mining an area, they restore it back to good condition.

Public Hearing was closed at 7:14 p.m.

Respectfully submitted

Angie Johnson
City Clerk

**LARAMIE CITY COUNCIL
PUBLIC HEARING
Resolution 2016-31, Use of Control, 971 N Cedar Street
April 5, 2016**

Public Hearing was called to order by Mayor Paulekas at 7:14 p.m.

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

The City Clerk read the notice:

CITY OF LARAMIE NOTICE OF PUBLIC HEARING

The Laramie City Council will hold a public hearing at 6:30 p.m. on April 5, 2016 in the City Council Chambers, Laramie City Hall, 406 Iverson Street, Laramie, WY, to take public comments or protests on a petition by the Laramie Rivers Conservation District for a Use Control Area pursuant to W.S. § 35-11- 1609 on a site located at 971 Cedar Street. The Use Control Area is being requested to ensure that any uses of the property which could expose humans to the contaminants underlying the site are mitigated.

Mayor Paulekas asked if there were any comments.

There were no comments.

Public Hearing was closed at 7:15 p.m.

Respectfully submitted

Angie Johnson
City Clerk

**LARAMIE CITY COUNCIL
PUBLIC HEARING
Original Ordinance 1941, effective determination of Value for Rights-Of-Way, Vacation
April 5, 2016**

Public Hearing was called to order by Mayor Paulekas at 7:15 p.m.

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

The City Clerk read the notice:

CITY OF LARAMIE NOTICE OF PUBLIC HEARING

The City Council will hold the following public hearings at 6:30 p.m. on April 5, 2016 in the City Council Chambers, Laramie City Hall, 406 Ivinson Avenue, Laramie, WY, to take public comments or protests on the following Ordinances: Original Ordinance No. 1941 for a request made by and on behalf of the City of Laramie for a proposed Text Amendment to the Laramie Municipal Code. Proposals would amend LMC Chapter 15.06 for the purpose of providing for an effective determination of value for rights-of-way proposed for vacation.

Mayor Paulekas asked if there were any comments.

There were no comments.

Public Hearing was closed at 7:16 p.m.

Respectfully submitted

Angie Johnson
City Clerk

**LARAMIE CITY COUNCIL
PUBLIC HEARING**

**Original Ordinance 1939, Annexation of 93 acres Northwest Corner of Curtis Street and Banner Road
April 12, 2016**

Public Hearing was called to order by Mayor Paulekas at 6:01 p.m.

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

The City Clerk read the notice:

A formal public hearing will be held at 6:00 p.m. on Tuesday, April 12, 2016, in the City Council Chambers, Laramie City Hall, 406 Iverson Street, Laramie, WY, to take public comments or protests on proposed Ordinance No. 1939 annexing land to the City of Laramie. The application (A-15-01) has been submitted by Turning Leaf Realty (Kristen Peterson), owners Wyoming Central Land and Improvement Company (Amy Williamson) and Albany County. The area proposed for annexation is approximately 93 acres in size and generally located on the Northwest corner of Curtis Street and Banner Road. If annexed, this site would be required to develop infrastructure improvements to allow for the use of City utilities and services. This annexation may result in a total annual revenue generated of approximately \$241,048.93 to \$334,666.37 altogether at buildout. Revenue and cost would be allocated among the various applicable City Enterprise and general funds, as defined by code.

Mayor Paulekas asked if there were any comments.

There were no comments.

Public Hearing was closed at 6:03 p.m.

Respectfully submitted

Angie Johnson
City Clerk

**LARAMIE CITY COUNCIL
PUBLIC HEARING**

**Original Ordinance 1940, Annexation of 93 acres Northwest Corner of Curtis Street and Banner Road
April 12, 2016**

Public Hearing was called to order by Mayor Paulekas at 6:03 p.m.

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

The City Clerk read the notice:

The City Council will hold the following public hearing at 6:00 p.m. on April 12, 2016 in the City Council Chambers, Laramie City Hall, 406 Ivinson Avenue, Laramie, WY, to take public comments or protests on the following Ordinances:

Original Ordinance No. 1940 proposing a zoning change. The application has been submitted by Turning Leaf Realty (Kristen Peterson) and owners Wyoming Central Land and Improvement Company (Amy Williamson) and Albany County requests that an approximately 93 acre area, located on the Northeast corner of Curtis Street and Interstate 80 be redesignated to B2 (Business).

Mayor Paulekas asked if there were any comments.

Steve Walter, Real Estate Project Manager for Love's Travel Center, gave a background to Love's travel Centers, and provided a timeline, with groundbreaking in spring 2017 and opening later that year.

Public Hearing was closed at 6:10 p.m.

Respectfully submitted

Angie Johnson
City Clerk



City of Laramie

Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5291
Planning: (307) 721-5207
Fax: (307) 721-5248

MINUTES

Urban System Advisory Committee

Wednesday, April 16, 2014 at 1:30 PM

Fire Station 3, Training Room

2374 Jefferson Street, Laramie, WY

The Urban System Advisory Committee meetings are open to the public. Requests from person with disabilities must be made to the Community Development Department 48 hours in advance of the meeting.

1. CALL TO ORDER/ ROLL CALL

Meeting convened at 1:36 PM

Members present: Larry Blake (arrived at 1:52 pm and left at 2:54 pm), Alan Frank, Kevin McCoy, Pat Persson, Joe Lord (Chair), Jim McGrath, Dave Paulekas, Jayne Pearce

Members absent: Lee Kempert, Mike Osterman, Tim Sullivan, Rhonda Young

There was a quorum present at all times.

Staff Present: Tom DeHoff (WYDOT), David Gertsch (County Planning), Audem Gonzales, Randy Hunt, Eric Jaap, Shane Johnson, Larry Ketcham, Earl Smith, Derek Teini, and Kathleen Wickersham

2. ELECTION FOR OFFICERS FOR 2014-2015

2-A. Chairman

MOTION BY PAULEKAS, seconded by Persson, to appoint Joe Lord as Chairman.

Aye: 6 (Blake was absent, Lord abstained)

Nay: 0

Motion carried.

2-B. Vice-Chairman

MOTION BY PEARCE, seconded by Paulekas, to appoint Lee Kempert as Vice-Chairman.

Aye: 7 (Blake was absent)

Nay: 0

Motion carried.

3. APPROVAL OF AGENDA AND MINUTES

3-A. Changes and Approval of Agenda

MOTION BY PAULEKAS, seconded by Frank, to approve the April 16, 2014 USAC Agenda.

Aye: 7 (Blake was absent)

Nay: 0

Motion carried.

3-B. Approval of Minutes

MOTION BY PAULEKAS, seconded by Pearce, to approve the Minutes from the May 1, 2013 USAC meeting.

Aye: 7 (Blake was absent)

Nay: 0

Motion carried.

4. COMMITTEE AND STAFF REPORTS AND COMMENTS

McCoy shared that the current USAC budget balance was \$3,238,826 with a yearly allocation of \$582,913 every October 1st. The current project of Bill Nye from Boulder to Vista Drive will be completed in 2015.

WYDOT and the City are planning an open house for April 21st to answer citizen’s questions regarding the next part of the Bill Nye project.

McGrath stated he lives in the area of 3rd and Bill Nye and is interested in a discussion on the Bill Nye extension tying into 3rd Street.

5. DISCLOSURES

None

6. CURRENT PROJECTS

OLD BUSINESS

6-A. Bylaws Update

Blake, McCoy and McGrath had no progress on updating the bylaws.

NEW BUSINESS

6-B. Request for Quarterly or Bi-Annual Meeting

McGrath requested more meeting to keep the members up to date on the current projects.

Paulekas suggested that if business warrants the need for more meetings we could have more meetings. Currently we are getting the business accomplished in one (1) meeting a year.

6-C. Review and Confirmation of Urban Systems Project Priorities

Project priorities of 2014:

2014 Urban System Project Priority List			
Priority	Description	Approximate Length (miles)	Required Urban Systems Funds (Estimated)
1	Bill Nye from Boulder to Vista Drive	0.57	3,200,000 (2015 dollars)
2	Corthell Road from Whitman Street to future Bill Nye, and Bill Nye from the extension of Corthell Road to the extension of Boulder Drive	0.85	3,640,500 (2013 dollars)
3	30 th Street, south to where it intersects with Bill Nye	0.84	4,829,000 (2013 dollars)
4	Wyoming Avenue, Pierce Street west to Hwy 130	0.47	?
5	Pierce Street, Snowy Range Road north to Madison Street	0.59	?

No changes to the 2014 Urban System Project Priority list.

Project priorities may change when the High School is built.

MOTION BY PERSSON, seconded by Paulekas, to approve the Project Priority List as 2014 and update the funds.

Aye: 8

Nay: 0

Motion carried.

6-D. Consideration of Amendments to the Adopted (2011) Functional Classification Map

i. Remove Minor Arterial classification of Beaufort Street east of 15th Street on the adopted Functional Classification Map

MOTION BY MCCOY, seconded by Blake, to remove Minor Arterial classification of Beaufort Street east of 15th Street and down grade it to a Collector Street on the adopted Functional Classification Map.

Aye: 2 (Lord abstained)

Nay: 5

Motion failed.

ii. Remove Lewis Street between 12th and 15th Streets from Collector status on the adopted Functional Classification Map

iii. MOTION BY PAULEKAS, seconded by Persson, to remove Lewis Street between 12th and 15th Streets from Collector status and downgrade to a local street on the adopted Functional Classification Map

Aye: 8

Nay: 0

Motion carried.

Hunt stated that the University and the City are working together regarding the light at 9th and Lewis Streets. The City has received a traffic study for the area.

6-E. Update on Reconnaissance Completed by WYDOT

There are no changes to priorities 4 and 5, as they are too far out that the estimated dollar amount would be a guess.

There are Planning funds available for future planning of different legs of the project other than using Urban Systems funds.

Persson stated that he would send the December 2012 Reconnaissance Report to Hunt and Ketcham.

7. DISCUSSION

7-A. Consideration of Major Street Plan route for Bill Nye Ave. interface with S. 3rd Street

McGrath presented his thoughts on a design of a diamond shape with 2 roundabouts as used in Europe to connect Bill Nye to 3rd Street. He believes the design to be traffic calming, provide safety, though it would need to be designed to accommodate large trucks and fire trucks. He provided a handout to the Members.

8. ADJOURN

MOTION BY PERSSON, seconded by Paulekas, to adjourn the meeting.

Aye: 7 (Blake was absent)

Nay: 0

Motion carried.

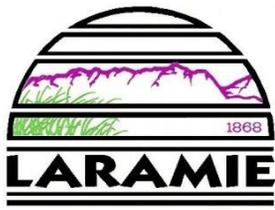
Meeting adjourned at 2:56 PM.

VALIDATED:

JOE LORD	10/14/2015
Joe Lord, Urban System Advisory Committee Chair	Date

KATHLEEN WICKERSHAM	10/14/2015
Kathleen Wickersham, Urban System Advisory Committee Secretary and Clerk	Date

The original Minutes were approved and signed on October 14, 2015.
The signed document is on file.



MINUTES

Urban System Advisory Committee Wednesday, October 14, 2015 at 1:30 PM Fire Station 2, Training Room, 1558 North 23rd Street, Laramie, WY 82072

The Urban System Advisory Committee meetings are open to the public. Requests from person with disabilities must be made to the Community Development Department 24 hours in advance of the meeting.

1. CALL TO ORDER/ ROLL CALL

Meeting convened at 1:48 PM

Members present: Larry Blake, Vicki Henry, Kevin McCoy, Jim McGrath, Dave Paulekas (Vice-Chair), Pat Persson and Joe Shumway

Members absent: Harold Colby, Alan Frank, Joe Lord (Chair), Mike Osterman, and Tim Sullivan,
There was a quorum present at all times.

Staff Present: Tom DeHoff (WYDOT), David Gertsch, Randy Hunt, and Kathleen Wickersham

2. ELECTION FOR OFFICERS FOR 2015-2016

2-A. Chairman

Henry nominated Joe Lord for Chair.

Nominations closed.

Aye: 7

Nay: 0

Motion carried.

2-B. Vice-Chairman

Shumway nominated Dave Paulekas for Vice-Chair.

Nominations closed.

Aye: 7

Nay: 0

Motion carried.

3. APPROVAL OF AGENDA AND MINUTES

3-A. Changes and Approval of Agenda

MOTION BY HENRY, seconded by Blake, to approve the October 14, 2015 USAC Agenda.

Aye: 7

Nay: 0

Motion carried.

3-B. Approval of Minutes

MOTION BY MCGRATH, seconded by Shumway, to approve the Minutes from the April 16, 2014 USAC meeting.

Aye: 7

Nay: 0

Motion carried.

4. COMMITTEE AND STAFF REPORTS AND COMMENTS

The next USAC meeting will be in the spring of 2016.

5. DISCLOSURES

McGrath recused himself from discussion on **6-E. Bill Nye from 15th to 3rd Streets.**

6. CURRENT PROJECTS

OLD BUSINESS

6-A. Bylaws Update

McCoy requested to amend the Cooperative Agreement dated June 1, 1999, Exhibit B. The exhibit is Wyoming Department of Transportation's Operating Policy, Policy Number 2-4, issued February 27, 2006. He also requested that the Cooperative Agreement be updated to include the following:

Officers

The officers of the Committee shall consist of a Chairman, and Vice Chairman. The officers shall be elected by the Committee membership for 2 years without limitations of re-election. Elections to be held at the first meeting of the year, on odd years. The duties of the officers shall be those normally associated with the offices.

MOTION BY MCCOY, seconded by Blake, to approve the Cooperative Agreement changes.

Aye: 7

Nay: 0

Motion carried.

NEW BUSINESS

6-B. Laramie USAC Program Funds (McCoy)

McCoy gave the members a spreadsheet regarding Laramie's USAC Program funds and reviewed the information with the Committee.

6-C. Review and Confirmation of Urban Systems Project Priorities

Project priorities of 2015:

2015 Urban System Project Priority List			
Priority	Description	Approximate Length (miles)	Required Urban Systems Funds (Estimated)
1	Bill Nye from Boulder to Vista Drive	0.57	4,600,000 (2016 dollars)

2	Corthell Road from Whitman Street to future Bill Nye, and Bill Nye from the extension of Corthell Road to the extension of Boulder Drive	0.85	4,200,000 (2016 dollars)
3	30 th Street, south to where it intersects with Bill Nye	0.84	5,600,000 (2016 dollars)
4	Wyoming Avenue, Pierce Street west to Hwy 130	0.47	?
5	Pierce Street, Snowy Range Road north to Madison Street	0.59	?

MOTION BY PERSSON, seconded by McGrath, to add 'Connect Bill Nye from Corthell Road to 15th Street' as priority #6 of the Urban Systems Project Priority List.

Aye: 7

Nay: 0

Motion carried.

MOTION BY MCGRATH, seconded by Blake, to eliminate Priority #1 'Bill Nye from Boulder to Vista Drive' and keep priorities #2 through #6.

Amended Motion.

AMEND MOTION BY HENRY, seconded by Persson to place priority #6 'Connect Bill Nye from Corthell to 15th Street' before priority #4 'Wyoming Avenue, Pierce Street west to Hwy 130'

Aye: 7

Nay: 0

Motion carried.

Original Motion.

Aye: 7

Nay: 0

Motion carried.

6-D. Bill Nye from Boulder to Vista Drive – WYDOT update

DeHoff provided an update stating that the project is scheduled to be completed by the date the new High School opens in August 2016.

6-E. Bill Nye from 15th to 3rd Streets – City/WYDOT update

Hunt shared that the City has contracted with AVI to complete a Bill Nye Avenue Corridor Study. On Wednesday, October 21st from 5-7 PM a public meeting will be held at the County Library. Comments from the meeting will be available on the City's website.

6-F. Discussion of Reclassification of East Garfield Street Between 30th Street and Boulder Drive from Collector to Local Status (FYI)

Hunt informed the Committee that on October 6th City Council requested options for not removing parking on Garfield Street between 30th Street and Boulder Drive. It was thought that if the status of the street was changed maybe that would change the need to remove parking on Garfield

Street. Later after Staff was able to review the request it was determined that changing the status of Garfield Street in this location would not change the need to remove parking.

Several different suggestions were made and discussed.

6-G. Functional Classification Map Review (McCoy)

McCoy requested that the Committee members review the Functional Classification Map for any changes and updates that need to be made at the next meeting. Some areas to look at are the urban boundaries these which are not City limits and the south side of Howe Road. At the spring 2016 the map will be updated, request to be approved and obtain new signatures.

MOTION BY MCCOY, seconded by Shumway, to review Functional Classification Map for approval at spring 2016 USAC meeting.

Aye: 7

Nay: 0

Motion carried.

7. DISCUSSION

No discussion.

8. NEXT MEETING DATE – Spring 2016

9. ADJOURN

MOTION BY HENRY, seconded by Shumway, to adjourn the meeting.

Aye: 7

Nay: 0

Motion carried.

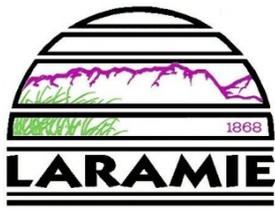
Meeting adjourned at 3:25 PM.

VALIDATED:

DAVID PAULEKAS	03/02/2016
David A. Paulekas, Urban System Advisory Committee Vice-Chair	Date

KATHLEEN WICKERSHAM	03/02/2016
Kathleen Wickersham, Urban System Advisory Committee Secretary and Clerk	Date

The original Minutes were approved and signed on March 02, 2016.
The signed document is on file.



City of Laramie

Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5291
Planning: (307) 721-5207
Fax: (307) 721-5248

MINUTES

Urban System Advisory Committee Wednesday, March 2, 2016 at 1:30 PM Fire Station 3, Training Room, 2374 Jefferson Street, Laramie, WY 82072

The Urban System Advisory Committee meetings are open to the public. Requests from person with disabilities must be made to the Community Development Department 24 hours in advance of the meeting.

1. CALL TO ORDER/ ROLL CALL

Meeting convened at 1:35 PM

Members present: Larry Blake, Harold Colby, Alan Frank, Vicki Henry, Joe Lord (Chair), Kevin McCoy, Jim McGrath, Mike Osterman, Dave Paulekas (Vice-Chair), Pat Persson and Joe Shumway

Members absent: Tim Sullivan

There was a quorum present at all times.

Staff Present: Charles Bloom, Eric Conner, Tom DeHoff (WYDOT), David Gertsch, Randy Hunt, Eric Jaap, Carl Lund and Kathleen Wickersham

2. APPROVAL OF AGENDA AND MINUTES

2-A. Changes and Approval of Agenda

McCoy suggested that agenda item **5-B. Functional Classification Map Review** be discussed at the same time as agenda item **5-I. Expand the 2010 USAC boundary to include the 2015 Highway Performance Monitoring System (HPMS)**.

MOTION BY PAULEKAS, seconded by Henry, to approve the March 2, 2016 USAC Agenda as amended.

Aye: 11

Nay: 0

Motion carried.

2-B. Wednesday, October 14, 2015 USAC Meeting Minutes

MOTION BY HENRY, seconded by Paulekas, to approve the Minutes from the October 14, 2015 USAC meeting.

Aye: 11

Nay: 0

Motion carried.

3. COMMITTEE AND STAFF REPORTS AND COMMENTS

No comments or reports.

4. DISCLOSURES

McGrath recused himself from discussion on **5-E. Current Status of the Western Bill Nye Avenue Study (FYI)**.

5. CURRENT PROJECTS

OLD BUSINESS

5-A. Bylaws Update

Bylaws will be updated and presented at the next USAC meeting in the spring of 2017.

5-B. Functional Classification Map Review (McCoy)

The agenda was amended to move this agenda item 5-B. Functional Classification Map Review be discussed at the same time as agenda item 5-I. Expand the 2010 USAC boundary to include the 2015 Highway Performance Monitoring System (HPMS). See agenda item 5-I. for details.

NEW BUSINESS

5-C. Laramie USAC Program 2016 Funds (McCoy)

McCoy gave the Committee members a spreadsheet regarding Laramie's USAC Program funds and reviewed the information with them.

5-D. Review and Confirmation of Urban Systems 2016 Project Priorities

Proposed project priorities of 2016:

2016 Urban System Project Priority List			
Priority	Description	Approximate Length (miles)	Required Urban Systems Funds (Estimated)
1	Corthell Road from Whitman Street to future Bill Nye, and Bill Nye from the extension of Corthell Road to the extension of Boulder Drive	0.85	4,200,000 (2016 dollars)
2	30 th Street, south to where it intersects with Bill Nye	0.84	5,600,000 (2016 dollars)
3	Bill Nye from Corthell Road to 15 th Street	?	?
4	Wyoming Avenue, Pierce Street west to Hwy 130	0.47	?
5	Pierce Street, Snowy Range Road north to Madison Street	0.59	?

MOTION BY COLBY, seconded by Henry, to accept the current Urban Systems Project Priority List.

Amended Motion #1:

MOTION AMENDED BY PAULEKAS, seconded by Blake, to combine Priority #1 (Corthell Road from Whitman Street to future Bill Nye, and Bill Nye from the extension of Corthell Road to the extension of Boulder Drive) and Priority #3 (Bill Nye from Corthell Road to 15th Street).

Amended Motion #2:

MOTION AMENDED BY PAULEKAS, seconded by Colby, to add a new Priority #5 Bill Nye from 15th Street west to 3rd Street.

Amended Motion #2 was withdrawn.

Amended Motion #3:

MOTION AMEND BY MCGRATH, seconded by Henry, to add Priority #5 Bluebird Lane from Vista Drive to Grand Avenue and upgrade Blue Bird Lane to a Minor Arterial.

Amended Motion #3 was withdrawn.

Amended Motion #1.

Aye: 11

Nay: 0

Motion carried.

Original Motion.

Aye: 11

Nay: 0

Motion carried.

5-E. Current Status of the Western Bill Nye Avenue Study (FYI)

Bloom gave an overview of the Bill Nye Avenue Corridor Study draft, dated February 16, 2016.

5-F. Major Street Plan: Remove Snowy Range Road/Harney Street Alternatives

Bloom provided a brief review of the memorandum provided regarding this subject. The Major Street Plan (Plan) serves as the City and County's guide to future roadway development, specifically existing and future locations of Collector, Minor Arterial and Principal Arterial streets. The Plan is adopted pursuant to Wyoming State Statute §15-1-508 et seq. The location of any proposed street shown on the Plan is general in nature and does not in itself constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes. Modification to the Plan requires approval by the Urban Systems Advisory Committee (USAC). The Plan was last amended on August 28, 2010.

The City of Laramie is making this request to recognize the proposed alignment of the Snowy Range Road / Harney Street Viaduct. The three alignments were provided prior to finalization of the route. Since the route has been finalized, the southern two circled alignments are irrelevant and can be removed from the Plan.

City Staff has determined that the Plan can be amended accordingly due to the fact that the alignment has been set to generally follow the northern alignment. Upon completion of the viaduct, staff will forward another recommendation to align the Plan with the built roadway.

MOTION BY COLBY, seconded by Frank, to approve amendments to the Major Street Plan reclassifying Harney Street between the alley west of Cedar Street and Railroad Street as a Local Street and to remove from the Major Street Plan the southern proposed Snowy Range Road/Harney Street corridor that generally follows the abandoned rail line.

Aye: 11

Nay: 0

Motion carried.

5-G. Major Street Plan: Reclassify Happy Jack Trail and portion of Sherman Hill Road

Bloom provided background on the Mountain West Farm Bureau Mutual Insurance Company's request to reclassify Happy Jack Trail and a portion of Sherman Hill Road.

Mountain West Farm Bureau Mutual Insurance Co. is requesting that Sherman Hill Road south of Pilot Peak Road and Happy Jack Trail be reclassified as Local Streets. The streets are presently classified as Collector Streets on the Major Street Plan. The affected streets are circled in the map at right.

This request was made during the Mountain West Subdivision Preliminary Plat due to the fact that eight large single-family lots (2-5 acre sized) were proposed to be created with direct access to the aforementioned streets.

MOTION BY COLBY, seconded by Frank, to approve amendments to the Major Street Plan reclassifying Sherman Hill Road south of Pilot Peak Road and Happy Jack Trail as Local Streets.

Aye: 11

Nay: 0

Motion carried.

5-H. Major Street Plan: Reclassify Sheridan Street east of 22nd Street as a Local Street

Bloom provided a summary of the memorandum provided to the Committee requesting to reclassify Sheridan Street east of 22nd Street as a Local Street.

Beth and Bryan Ward own property at the eastern terminus of Sheridan Street and are requesting that Sheridan Street be reclassified as a Local Street in front of their property. To prevent termination of a Collector Street midblock or not at an intersection with a Collector or Minor Arterial Street, staff has expanded the scope of this request to encompass Sheridan Street east of 22nd Street. Sheridan Street and 22nd Street are both classified as Collector Streets on the Major Street Plan and this intersection presents a logical location for termination of a Collector Street.

MOTION BY PAULEKAS, seconded by Colby, to approve amendments to the Major Street Plan reclassifying Sheridan Street between 22nd Street and its eastern terminus as a Local Street and removing the Sheridan Street Spring Creek Channel crossing from the Major Street Plan.

Amended Motion #1.

MOTION AMENDED BY PAULEKAS, seconded by Colby, to reclassifying Sheridan Street east of 26th Street instead of 22nd Street.

Amended Motion #1.

Aye: 10

Nay: 1

Motion carried.

Original Motion.

Aye: 10

Nay: 1

Motion carried.

5-I. Expand the 2010 USAC boundary to include the 2015 Highway Performance Monitoring System (HPMS)

First agenda item 5-B was discussed.

5-B. Functional Classification Map Review McCoy reviewed the Functional Classification Map with the Committee and requested input regarding updates and changes.

The matter was discussed.

MOTION BY FRANK, seconded by Colby, to approve the following three classification changes:

1. Downgrade PFE to a Local Road.
2. Classify Boswell Drive from 9th Street to 3rd Street as a Major Collector.
3. Classify Sheridan Street east of 26th Street as a Local Road.

Amended Motion #1.

MOTION AMENDED BY HENRY, seconded by Paulekas, to add item #4 Reclassify 26th Street from Spring Creek Drive to Grand Avenue from a Local Road to a Major Collector.

Amended Motion #1.

Aye: 11

Nay: 0

Motion carried.

Original Motion.

Aye: 11

Nay: 0

Motion carried.

5-I. Expand the 2010 USAC boundary to include the 2015 Highway Performance Monitoring System (HPMS)

McCoy explained where the current USAC boundaries are located. He advised regarding the possible need to adjust the 2010 USAC boundary to include the 2015 Highway Performance Monitoring System (HPMS) boundary. McCoy offered several suggestions on how to achieve the desired outcome.

MOTION BY HENRY, seconded by Paulekas, to align the USAC Functional Classification boundaries along the same boundaries as the 2015 Highway Performance Monitoring System (HPMS).

Aye: 10 (Shumway out of the room.)

Nay: 0

Motion carried.

6. DISCUSSION

MOTION BY PAULEKAS, seconded by Blake, to start the preliminary design of Urban System Project Priority # 1 - Corthell Road from Whitman Street to future Bill Nye; Bill Nye from the extension of Corthell Road to the extension of Boulder Drive and Bill Nye from Corthell Road to 15th Street.

Aye: 10 (Shumway out of the room.)

Nay: 0

Motion carried.

7. NEXT MEETING DATE – Spring 2017

8. ADJOURN

MOTION BY FRANK, seconded by Shumway, to adjourn the meeting.

Aye: 10 (Shumway out of the room.)

Nay: 0

Motion carried.

Meeting adjourned at 3:14 PM.

VALIDATED:

Joe Lord, Urban System Advisory Committee Chair

Date

Kathleen Wickersham, Urban System Advisory Committee Secretary and Clerk

Date

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Amendment

Title: USAC: Urban Boundary and Roadway Functional Classification Concurrence

Recommended Council MOTION:

Move to approve modifications to the 2011 “Urban Boundary, Functional Classification, and Central Business District Boundary” map, as recommended by the Urban System Advisory Committee on March 2, 2016; and to authorize the Mayor to sign the Concurrence instrument.

Administrative or Policy Goal:

“Adopt a hierarchical thoroughfare network ... along with the corresponding policies and regulatory amendments...” 2007 *Laramie Comprehensive Plan*, Ch. 8 (Transportation), Thoroughfare Improvement and Effective Capacity Management Goals and Action Statements, Goal 1 (p. 8-19).

Background:

On March 2, 2016, the Urban System Advisory Committee (USAC) met to review, among other items, changes to the adopted Functional Classification Map. The FC Map is one of several maps that WYDOT and the Federal Highway Administration (FHWA) rely on to allocate urban-system funding to the City, County, and other entities as provided in state and federal law. The FC Map can be described as a “current / near-future conditions” map. Primarily it identifies collector and arterial streets according to present-day traffic-load status, and distinguishes those higher-functioning streets from ordinary local streets. These streets then become eligible for state and federal Urban System funding, provided that other criteria (e.g., prioritization) are also met.

The FC Map looks like, but is not the same as, the Major Street Plan (MSP). The MSP is more a long-range planning tool. Both maps are important to USAC, the City, the County, and UW, as well as WYDOT and FHWA. Staff understands the MSP will be brought back for general revision and update in approx. CY 2019 or 2020. Cost of maintaining and keeping these updated maps, including the updated FC Map, are borne by WYDOT.

USAC approved the changes as proposed by City, County and WYDOT staff. The next step for the FC Map update is approval of the USAC changes by the City and County. This agenda item, if approved, will approve the newly revised FC Map. The County Commissioners are expected to take action on Tue., May 3.

This agenda also contains descriptions of the particular map changes approved on March 2, as part of your USAC Minutes approval (Consent Agenda). Please refer to pp. 3-6 of the Minutes for further information on the USAC-approved changes to the FC Map. Street changes are as follows:

1. Downgrade PFE to a Local Road.
2. Classify Boswell Drive from 9th Street to 3rd Street as a Major Collector.
3. Classify Sheridan Street east of 26th Street as a Local Road.
4. Reclassify 26th Street from Spring Creek Drive to Grand Avenue from a Local Road to a Major Collector.

In addition to changes in some streets' classifications, the outer boundaries of the FC effective area were enlarged very slightly in five places, per recent U.S. Census Bureau data. None were more than a few acres each.

Note: The attached map, although dated March 10, 2016, still contains the old signature block from the 2011 update. WYDOT indicates that after new signatures are obtained on a separate instrument, the old block will be digitally replaced with a new one.

Legal/Statutory Authority:

W.S. §16-1-101

W.S. §15-1-503

WYDOT Operation Policy No. 2-4 Urban System Program (June 23, 1997)

Responsible Staff:

Future dates are subject to change

Randy Hunt Community Development
Director: 721-5288

Work Session	
Advertised	
Public Hearing Held	
Pub. Hearing Advertised	
Introduction/1 st Reading	April 19, 2016
2 nd Reading	
3 rd Reading	
Introduced by	

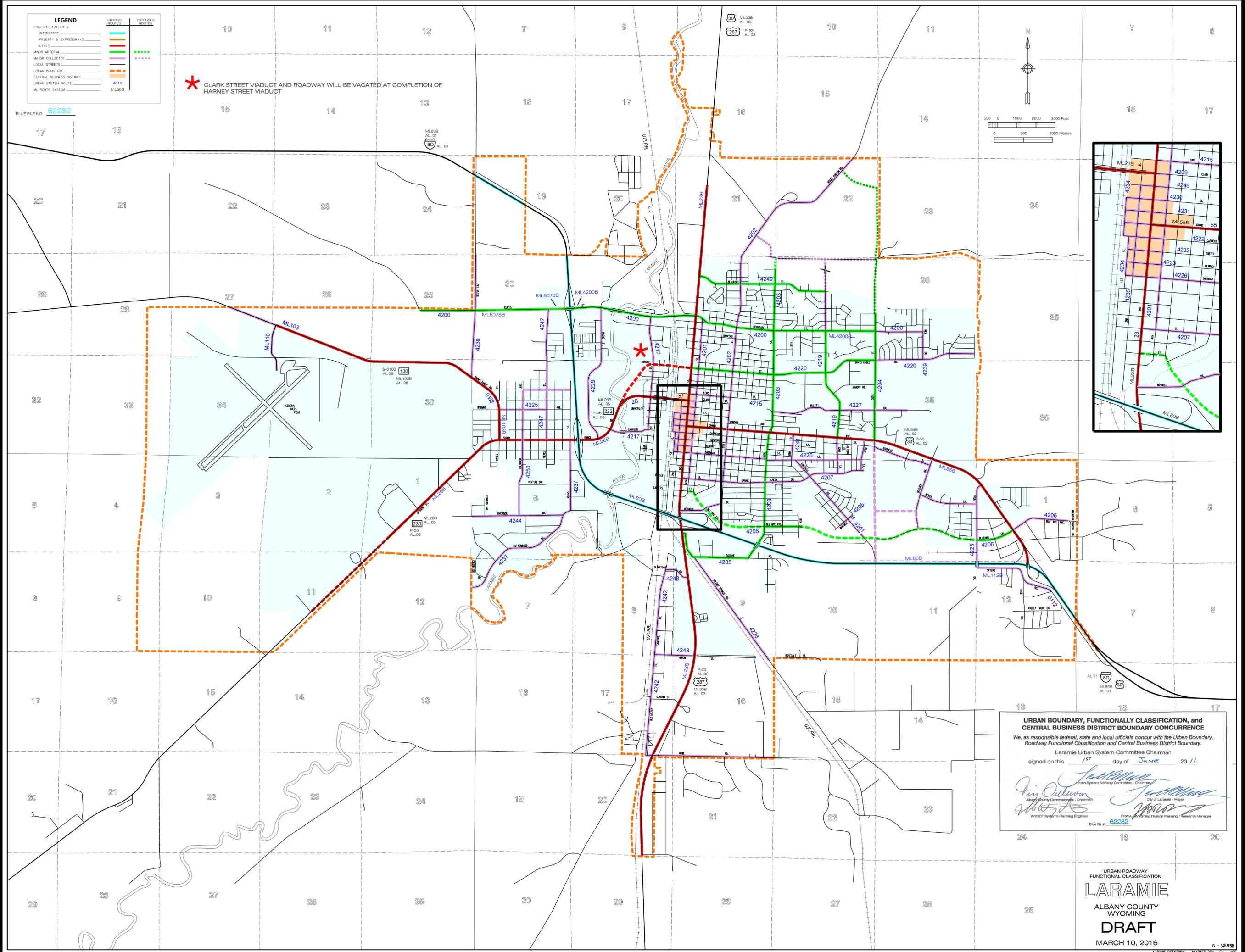
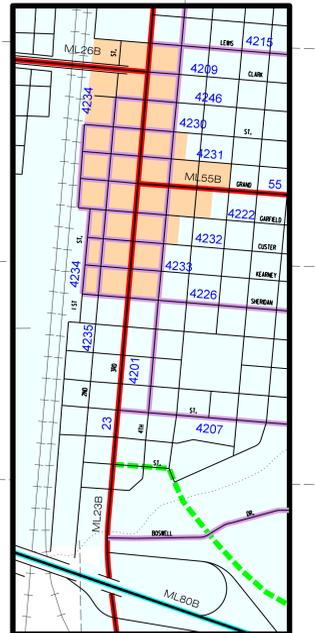
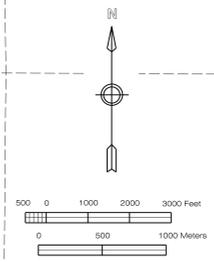
Attachments: "Urban Boundary, Functional Classification, and Central Business District Boundary" map (revised March 10, 2016) [draft]

LEGEND

EXISTING ROUTES	PROPOSED ROUTES
PRINCIPAL ARTERIALS	INTERSTATE
FREEWAY & EXPRESSWAYS	OTHER
MINOR ARTERIAL	MAJOR COLLECTOR
LOCAL STREETS	URBAN BOUNDARY
CENTRAL BUSINESS DISTRICT	URBAN SYSTEM ROUTE
M. ROUTE SYSTEM	

***** CLARK STREET VIADUCT AND ROADWAY WILL BE VACATED AT COMPLETION OF HARNEY STREET VIADUCT

BLUE FILE NO. 62282



URBAN BOUNDARY, FUNCTIONALLY CLASSIFICATION, and CENTRAL BUSINESS DISTRICT BOUNDARY CONCURRENCE

We, as responsible federal, state and local officials concur with the Urban Boundary, Roadway Functional Classification and Central Business District Boundary.

Laramie Urban System Committee Chairman
signed on this 15th day of JUNE, 2011.

Jason ...
Urban System Advisory Committee - Chairman

Jim ...
Mayor

...
City of Laramie - Mayor

...
Planning Division Planning / Research Manager

Blue file # 62282

URBAN ROADWAY FUNCTIONAL CLASSIFICATION
LARAMIE
ALBANY COUNTY WYOMING
DRAFT
MARCH 10, 2016

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Minutes

Title: Minutes of the March 10, 2016 Traffic Commission Meeting

Recommended Council MOTION:

Move to acknowledge receipt of the Minutes from the March 10, 2016 Traffic Commission meeting and that the following item be approved as indicated:

- To approve placement of a specifically reserved handicap parking space at the location of 259 North Pine Street.
- To approve the elimination of the handicap parking space and remove the sign at 1216 South 4th Street.
- To approve the elimination of the handicap parking space and remove the sign at 1120 Ivinson Avenue.

Administrative or Policy Goal:

In general, the Traffic Commission provides the necessary framework for receiving, reviewing, and implementing valid concerns of City Residents that pertain to traffic safety and circulation within the Community.

Background:

The Traffic Commission held a regular meeting on March 10, 2016. The Minutes are attached.

Legal/Statutory Authority:

Laramie Municipal Code: Chapter 10.08 Official Traffic Commission

BUDGET/FISCAL INFORMATION:

EXPENSE

Proposed Project Cost.

Project Cost	\$150.00	Street Division: 100-4025-431.43-64
Loans on Project		ADA signage and paint
Grants for Project		
Other/Outside Projects		
City's Amount	\$150.00	
Contingency	0%	\$0.00
Total Amount	\$150.00	

Amount spent to date (approved and adopted by Council)

Total Budget Allocation	\$105,000.00	
Less Amount Spent to Date	\$34,219.89	
Remainder of Budget	\$70,780.11	

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

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

Responsible Staff:

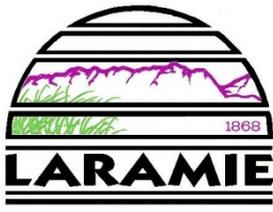
Eric Jaap, City Engineer 721-5345
 Shane Johnson, Street Division Manager
 721-5277

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	
PH Advertised	
Introduction/1 st Reading	April 19, 2016
2 nd Reading	
3 rd Reading	

Attachments:

03/10/2016 Traffic Commission Minutes



City of Laramie
Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5291
Planning: (307) 721-5207
Fax: (307) 721-5248

MINUTES
Traffic Commission
Thursday, March 10, 2016 at 7:00 AM
City Council Chambers, City Hall
406 Ivinson Avenue, Laramie, WY

The Traffic Conference meetings are open to the public. Requests from person with disabilities must be made to the Community Development Department 24 hours in advance of the meeting.

1. CALL TO ORDER/ ROLL CALL

Meeting convened at 7:03 AM

Members present: Harold Colby, Arthur Denison, Megan Hayes, Michael Moeller, Lindsay Schumaker, Debbie Shinstine and Nancy Sindelar (Chair),

Members absent: None

There was a quorum present at all times.

Council Liaison: Klaus Hanson (absent)

Staff Present: Randy Griesbach (WYDOT), Randy Hunt, Eric Jaap, Carl Lund, and Kathleen Wickersham

2. APPROVAL OF AGENDA AND MINUTES

2-A. AGENDA: March 10, 2016 Traffic Commission Meeting Agenda

MOTION BY DENISON, second by Moeller, to approve the March 10, 2016 Traffic Commission Agenda as written.

Aye: 7

Nay: 0

Motion carried.

2-B. MINUTES: Thursday, February 11, 2016 Traffic Commission Meeting Minutes

MOTION BY COLBY, second by Moeller, to approve the February 11, 2016 Traffic Commission Minutes as written.

Aye: 7

Nay: 0

Motion carried.

3. CITIZEN COMMENTS

No citizen comments.

4. TRAFFIC COMMISSION AND STAFF REPORTS AND COMMENTS

No reports or comments.

5. DISCLOSURES – Ex-parte communications; potential conflicts of interest

No disclosures.

6. CURRENT BUSINESS

OLD BUSINESS

No items.

NEW BUSINESS

6-A. MP-16-01 Request for Specifically Reserved Handicap Parking Space – 259 N Pine Street

Engineer in Training Lund provided the staff report. The applicants Jesus and Martha Garcia have requested a specifically reserved handicap parking space in front of their home at 259 North Pine Street.

MOTION BY HAYES, second by Denison, to approve placement of a specifically reserved handicap parking space for license plate numbers WY 5-260 and 5-7081 at the location of 259 North Pine Street.

Aye: 7

Nay: 0

Motion carried.

6-B. Eliminate Handicap Parking Space – 1216 S 4th Street

MOTION BY HAYES, second by Moeller, to approve the elimination of the handicap parking space and remove the sign at 1216 South 4th Street.

Aye: 7

Nay: 0

Motion carried.

6-C. Eliminate Handicap Parking Space – 1120 Ivinson Avenue

MOTION BY HAYES, second by Moeller, to approve the elimination of the handicap parking space and remove the sign at 1120 Ivinson Avenue.

Aye: 7

Nay: 0

Motion carried.

7. NEXT MEETING DATE – April 14, 2016

8. ADJOURN

MOTION BY MOELLER, second by Colby, to adjourn.

Aye: 7

Nay: 0

Motion carried.

Meeting adjourned at 7:14 AM.

VALIDATED:

Nancy Sindelar, Traffic Commission Chair

Date

Kathleen Wickersham, Traffic Commission Secretary and Clerk

Date

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Minutes

Title: Acknowledgement of Ranch Advisory Committee Minutes from January 14, 2016

Recommended Council MOTION:

I move to acknowledge the Ranch Advisory Committee minutes from January 14, 2016.

Administrative or Policy Goal:

Ongoing review of the operation and stewardship efforts on Monolith Ranch

Background:

A meeting of the Ranch Advisory Committee was held on January 14, 2016. Discussion items from this meeting include:

I. OLD BUSINESS

- A. Goforth Reservoir Update
- B. Lease Negotiation and House Inspection Update
- C. Feeding Laramie Valley Update
- D. Standing Report from Parks, Trails and Recreation Master Plan Ad Hoc Advisory Committee
- E. Quarterly Report from Water Resource Administrator
- F. Titus Survey Update from Water Resource Administrator

II. Set dates for next meeting: April 14, 2016

III. Set agenda for next meeting

Legal/Statutory Authority: N/A

Responsible Staff:

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

Attachments: Minutes from January 14, 2016

MINUTES
Monolith Ranch Advisory Committee
January 14, 2016, 1:00 PM
405 Grand Ave., Laramie, WY
Annex Conference Room

The regular meeting of the Monolith Ranch Advisory Committee met at the Historic Carnegie Building, 405 Grand Avenue, 1st Floor Conference Room.

I. ROLL CALL

Members Present: Joe Lord, Jason Sherwood, Paul Rechar
Staff Present: Danielle Brewer
Absent: Jayne Pearce, Amy Nagler, Earl Smith, Cal VanZee
Guests Present: None

II. APPROVAL OF AGENDA

Request to move Paula Wilson-Cazier's Open Meetings Act and Public Records Act presentation to April's agenda, and to also add the Hunter Management Plan report to April's agenda.

III. APPROVAL OF MINUTES

MOTION BY Rechar, seconded by Sherwood, to approve the minutes from the October 8, 2015 meeting as sent via email. **MOTION CARRIED UNANIMOUSLY.**

IV. NEW BUSINESS

Congratulations to all re-appointed members.

V. OLD BUSINESS

A. Goforth Reservoir Update

Ducks Unlimited is moving ahead to ask for a NACA grant to do this project. Their application has to be in by February 24, 2016, and they will be asking for \$250,000. They would like a commitment letter from the City of Laramie. If the grant is approved, Ducks Unlimited will have the money by June 1 and will have three years to use it. Darren will be presenting to the Council work session February 8, 2016 asking for the \$30,000 needed for the Ducks Unlimited contract. It is scheduled to be voted on February 16, 2016 by Council.

MOTION BY Rechar, seconded by Sherwood, to continue to proceed ahead to work with Fish and Wildlife Service to develop the water fowl habitat. **MOTION CARRIED UNANIMOUSLY.**

B. Lease Negotiation and House Inspection Update – Water Resource Administrator

The Baer lease was signed as presented. Inspection of the houses on the property is included in the new lease. The City will be updating the wiring in the main house and the Hunziker house this year. The Simpson house is now occupied by Stanley's worker Chris McDonald and his family.

C. Feeding Laramie Valley (FLV) Update – Water Resource Administrator

MOTION BY Sherwood, seconded by Rechard, that no further presentations are necessary to MRAC. **MOTION CARRIED UNANIMOUSLY.**

The previous MRAC recommendation stands. Feeding Laramie Valley is recommended to do any further negotiating directly with City Council.

D. Standing Report from Parks, Trails and Recreation Master Plan Ad Hoc Advisory Committee – Joe Lord

No report at this time pending re-write of Master Plan to conform to the wishes of the County Commissioners.

E. Quarterly Report – Water Resource Administrator

This was a good year as far as water and hay. All the reservoirs were full. We diverted 5,600 Ac-ft. of water out of the river. Last year we had 6,100 Ac-ft., and in 2013 we had 5,100 Ac-ft. We made 1,700 tons of grass hay this year, 1,100 tons last year, and 900 tons in 2013.

The pivot provided very well. It helped to produce 810 tons of oat hay (3.5 tons/acre). This is more than we were expecting thanks in part to the compost provided by the City.

The Ranch equipment storage building quotes came in too high. This project will not go through.

We will be going out in spring with Albany County Weed & Pest to do a complete inventory of the Ranch. This will most likely result in spraying for noxious weeds.

We irrigated from April 7, 2015 to October 6, 2015. We had typical early season and late season timing issues.

F. Titus Survey Update – Water Resource Administrator

HDR has reviewed the records of irrigation data logs. They are pleased with the results.

The draft petition and map are finished and should be sent to us any day. Issues include the fence line with the Bath properties. Darren will review and bring in the petition for the next MRAC meeting.

VI. SET DATE FOR NEXT MEETING

The next meeting is set for Thursday April 14, 2016, at 1:00 p.m. in the Annex conference room.

VII. SET AGENDA FOR NEXT MEETING

VIII. ADJOURNMENT

Respectfully Submitted,

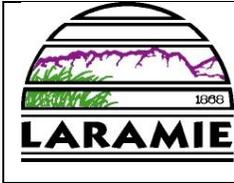
APPROVED BY CITY COUNCIL

S/ Cindy Williams

Staff Liaison

Date

Monolith Ranch Advisory Committee



Agenda Item: Resolution

Title: A Resolution to Proclaim May 1-7, 2016, as International Composting Awareness Week, and Offer Free Compost Days at the Laramie Landfill on May 14, and May 21, 2016 for all Residents of Albany County

Recommended Council MOTION:

“I move to approve Resolution No. 2016-___.”

Administrative or Policy Goal:

Administrative Objective

Continue to explore new opportunities and more cost effective ways of diverting more materials from the landfill.

Background:

The Composting Council of the United States, Canada, and the United Kingdom have declared the first week of May to be annual International Composting Awareness Week. Composting is an effective form of waste reduction, reuse and recycling since organic materials make up approximately 30% of the material going to landfills. Returning organic resources to the soil is a method of decreasing the dependence on chemical fertilizers, decreasing erosion, reducing water consumption, and is a method of conserving water during extreme drought or flooding conditions.

Materials such as yard trimmings, vegetable cuttings, bio-solids, manures and hay shavings have all been composted at the Laramie Landfill and converted into a beneficial product known as compost.

International Compost Awareness Week is a multi-media publicity and education initiative to showcase compost production and demonstrate compost use. Free compost days at the Laramie Landfill help to promote the reduction of chemical fertilizers and water conservation while beautifying the community.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

Adoption of this Resolution authorizes free compost at the landfill for all Albany County residents on May 14th and 21st, 2016.

Responsible Staff:

Earl Smith, P.E., Public Works Director
Brooks Webb, Solid Waste Manager

Attachments:

Resolution

RESOLUTION 2016 - _____

A RESOLUTION TO PROCLAIM MAY 1st – MAY 7th, 2016 AS INTERNATIONAL COMPOST AWARENESS WEEK, AND OFFER FREE COMPOST DAYS AT THE LARAMIE LANDFILL ON MAY 14th AND MAY 21st FOR ALL RESIDENTS OF ALBANY COUNTY

WHEREAS, the Composting Council of the United States, Canada, and the United Kingdom have declared the first week of May to be annual International Composting Awareness Week; and

WHEREAS, Composting is an effective form of waste reduction, reuse, and recycling since organic materials make up approximately 30% of the material going to landfills; and

WHEREAS, Returning organic resources to the soil is a method of decreasing the dependence on chemical fertilizers, decreasing erosion, reducing water consumption, and is a method of conserving water during extreme drought or flooding conditions; and

WHEREAS, Materials such as yard trimmings, vegetable cuttings, biosolids, manures, and hay shavings have all been composted at the Laramie Landfill and converted into a beneficial product known as compost; and

WHEREAS, Communities, through their local governments, highway departments, soil conservation services, extension offices, public works and parks professionals, can have a significant impact on clean water, soil, climate change, and landfill diversion by using compost for public works and parks projects; and

WHEREAS, International Compost Awareness Week is a multi-media publicity and education initiative to showcase compost production and demonstrate compost use; and

WHEREAS, Free compost days at the Laramie Landfill help to promote the reduction of chemical fertilizers and water conservation while beautifying the community.

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

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

SECTION 2: That the City Council shall declare May 1-7, 2016 as Compost Awareness Week and offer free compost to Albany County residents on Saturday May 14th and Saturday May 21st at the Laramie Landfill.

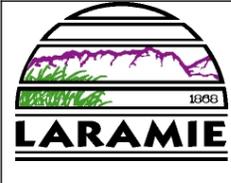
PASSED AND APPROVED this, the 19th day of April, 2016.

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

ATTEST

Angie Johnson, City Clerk
City of Laramie

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Resolution

Title: Approve Resolution No. ___ granting authority to listed specific City of Laramie employees to purchase from State of Wyoming Surplus Property

Recommended Council MOTION:

I move to approve Resolution No. ___ granting authority to listed specific City of Laramie employees to purchase from State of Wyoming Surplus Property and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Efficient use of city resources

Background:

Updating of authorized purchasers of State of Wyoming Surplus Property is approved when requested by the State. Through this resolution, the City Manager or designee will have purchase authority. Designees will be authorized by the City Manager when applicable.

Legal/Statutory Authority:

Responsible Staff:

David M Derragon 721-5304

Attachments: Letter from State of Wyoming; Resolution

STATE OF WYOMING
WYOMING SURPLUS PROPERTY

revised January, 2016

2045 Westland Road
Cheyenne, WY 82002-0060
Telephone - 307-777-7901 Email - gayleen.wyant@wyo.gov

"RESOLUTION"

"BE IT RESOLVED BY THE GOVERNING BOARD, OR by the Chief Administrative Officer of those agencies which do not have a governing board, and hereby authorized as our representative(s) to acquire surplus property from WYOMING SURPLUS PROPERTY. Please fill this form out completely and send by US Mail with original signatures back to be put on file.

(Please Print or Type)

NAME	TITLE	SIGNATURE	Office/Cell Phone
JANINE JORDAN	CITY MANAGER		307-721-5226

(OR DESIGNATED BY CITY MANAGER)

Passed and adopted this 19th day of APRIL, 2016, by the governing board of CITY OF LARAMIE with the following vote: a Yes _____ No _____ Absent _____,
(Organization Name)

I Do Hereby Certify that the foregoing is a full, true, and correct copy of a resolution adopted by the board at a REGULAR COUNCIL meeting thereof held at its regular place of meeting at the date by the vote above stated, which resolution is on file in the office of the board.

Signed: _____ (Clerk of Governing Board)

(OR)

Authorized this _____ day of _____, 201____,

Title _____, Signed: _____
(Agency Chief Administrative Officer)

Name of Organization or Agency: CITY OF LARAMIE
Physical Address: 406 IVINSON, LARAMIE WY Zip Code 82070
Mailing Address: PO BOX C, LARAMIE WY Zip Code 82073
Telephone: (307) 721-5226 Fax: (307) 721-5211



STATE OF WYOMING

DEPARTMENT OF ADMINISTRATION AND INFORMATION

General Services Division – Surplus Property

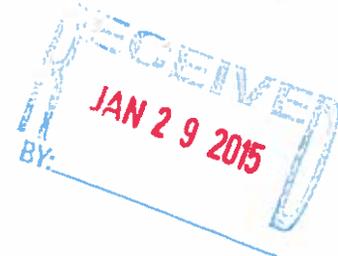
2045 Westland Road
Cheyenne, WY 82002
Phone: (307)777-7901



Dean Fausset
Director
Rich Merrill
Administrator

Matthew H. Mead
Governor

January 21, 2016



To All City, Town and County Directors and Administrators:

It's time again to update your contact information using the enclosed "Resolution Form" for signature authority in order for your agency to come and shop at Surplus Property. Also please fill out the enclosed Tax Exempt Form. Please send back by US Mail the completed **original** form to Surplus Property to be placed on file.

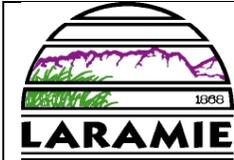
We hope you will use the services offered by Surplus Property. Please call us at 307-777-7901 if you have any questions concerning Surplus Property or your surplus property needs. My email address is gayleen.wyant@wyo.gov.

Sincerely,

Gayleen Wyant

Wyoming Surplus Property Manager

CITY OF LARAMIE COUNCIL REGULAR MEETING April 5, 2016



Agenda Item: Memorandum of Understanding

Title: MOU outlining the provision of public artwork and a pollinator garden at Depot Park

Recommended Council MOTION:

I move to approve the Memorandum of Understanding between the City of Laramie, Wyoming and the University of Wyoming, Art Museum and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

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

Department Objective: Provide quality parks and recreation opportunities for residents and visitors to the City; Develop infrastructure to enhance existing parks and recreation facilities and amenities for residents and visitors to the City.

Background:

In September of 2015 the Parks, Tree & Recreation Advisory Board discussed and approved the idea of a public art project and pollinator garden at Depot Park.

A team comprised of University of Wyoming Art Museum Staff, City of Laramie Parks & Recreation Department Staff and the Laramie Garden Club has finalized the plans to provide a project called the “Love Motel for Insects and Pollinator Garden.”

The public art portion of this project includes the installation of glowing panels on the snow train located in Depot Park. The pollinator garden portion of the project includes the planting of perennial and annual plants in a strip inside the fence on the east side of the snow train. The sight plan has been reviewed and approved by Union Pacific Railroad Co. personnel.

There is no expectation of any expenditures between the City and the University. The City will provide water, adjust the irrigation system, provide a site plan to be approved by UP, pay for electricity, provide inspection of the train upon conclusion of the project and provide soil testing results. The University will provided all materials and supplies for the public art project, remove the public art project at the conclusion of the project, repairing any damages to the snow train, installation of a timer for illumination of the art project, maintain blue screening on the flood lights and provide interpretive signage.

The artist is set to provide installation under the direction of the University in mid to late June. The planting of the pollinator garden by the Laramie Garden club is set to begin in early June.

Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:

REVENUE

N/A

EXPENSE

Anticipated expenditure from the City is to be less than \$200.

Responsible Staff:

Future dates are subject to change

Todd Feezer, Director Parks & Recreation Department, (307) 721-5260, tfeezer@cityoflaramie.org

Scott Hunter, Parks & Cemetery Mngr, Parks & Recreation Department, (307) 721-5257, shunter@cityoflaramie.org

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

Attachments: Memorandum of Understanding, Snow Train Art Project Site Plan

**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 Iverson 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.

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

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.

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: _____
David A. Paulekas, Mayor

Attest: _____
Angie Johnson
City Clerk

UNIVERISTY OF WYOMING ART MUSEUM:

Recommended by:

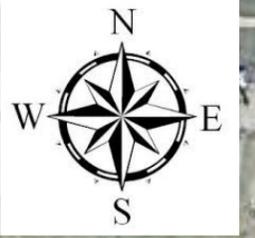
By: _____

Title: _____

UNIVERSITY OF WYOMING

By: Martha J. Miller 2/19/2016
Martha J. Miller, Manager
Title: Procurement Services

Witness: _____



Project Area

S 1st St

S 2nd St

287

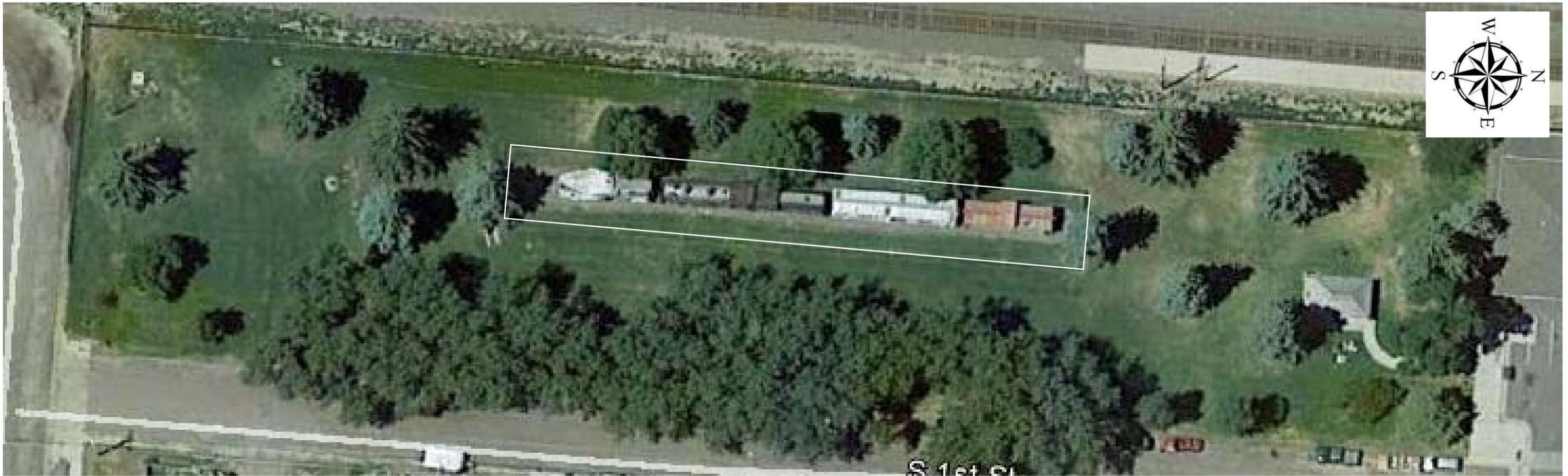
E Sheridan St

Snow Train Art Project Site Plan Laramie, Wyoming February 24, 2016

Prepared by:

Todd Feezer
City of Laramie, Parks & Recreation
(307) 721-5348
tfeezer@cityoflaramie.org

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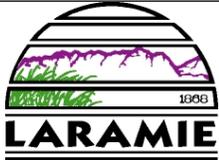
1. All work to be completed inside fence surrounding snow train display in Depot Park, Laramie, Wyoming.
2. 24" of sod to be stripped by City of Laramie crews inside of fenced area along the east edge of the snow train display (area pictured at left).
3. City crews will modify the existing irrigation system for the purpose of automatic watering of the new plantings.
4. University of Wyoming shall provide and install all plants for newly created pollinator garden.
5. University of Wyoming shall provide, install, with no damage to the snow train display, and remove all materials for the art work on the snow train display (pictured above).
6. University of Wyoming shall provide, install and remove at the completion of this project blue light gels on existing flood lights.
7. University of Wyoming to provide interpretative signage related to the art work and pollinator garden.

Snow Train Art Project
 Site Plan
 Laramie, Wyoming
 February 24, 2016

Prepared by:

Todd Feezer
 City of Laramie, Parks & Recreation
 (307) 721-5348
 tfeezer@cityoflaramie.org

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Agreement - Intergovernment

Title: 2016 Wildland Fire Management Annual Operating Plan

Recommended Council MOTION:

“that Council approve the 2016 Wildland Fire Management Annual Operating Plan (AOP) between the City of Laramie, WY and the USFS and authorize the Mayor and Fire Chief to sign.”

Administrative or Policy Goal:

To address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities between the signatories of the Wyoming Interagency Cooperative Fire Management Agreement.

Background:

The City of Laramie Fire Department has participated in the Annual Operating Plan (AOP) for several years through the agreement with the Albany County Fire District #1 (ACFD #1) agreement. This is the fifth (5th) year that the City of Laramie has been a signatory agency to the AOP agreement. The plan addresses wild fire season and interagency cooperation for incidents that the City of Laramie Fire Department will be responding to.

Legal/Statutory Authority:

The plan is prepared pursuant to the Wyoming Interagency Cooperative Fire Management Agreement USDA Forest Service #11-FI-11020000-020

Responsible Staff:

Dan Johnson, Fire Chief

Jeff Wood, Shift Commander – Operations

Justin Cowger, Company Officer – Wildland Fire Coordinator

Attachments:

- 2016 Annual Operating Plan (AOP)
- Authorized Representatives Signature Page

2016

WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN

ALBANY COUNTY, WYOMING

CARBON COUNTY, WYOMING

LARAMIE COUNTY, WYOMING

This Plan is between the USDI Bureau of Land Management (BLM) High Desert District & Wind River/Bighorn Basin District, USDA Forest Service (USFS) Medicine Bow/Routt National Forest and Thunder Basin National Grasslands, USDI Fish and Wildlife Service (USFWS), Wyoming State Forestry Division (WSFD), Albany County, Albany County Fire District #1, Town of Rock River, City of Laramie, Carbon County, City of Rawlins, Laramie County Fire District #1, Laramie County Fire District #2, Laramie County Fire District #3, Laramie County Fire District #4, Laramie County Fire District #5, Laramie County Fire District #6, Laramie County Fire District #8, Laramie County Fire District #9, Laramie County Fire District #10, and Laramie County.

All Federal Agencies, State, and County may hereinafter be jointly referred to as the “Entity / Entities.”

PREAMBLE:

This operating plan is prepared pursuant to the Wyoming Interagency Cooperative Fire Management Agreement USDA Forest Service #11-FI-11020000-020; USDI Bureau of Land Management #BLM-MOU-WY-930-1202; USDI National Park Service #12491200001; USDI Bureau of Indian Affairs #A12MA00028; and the USDI Fish and Wildlife Service #14-48-FF06R03000-12-K001.

PURPOSE:

This is a Sub-Geographic Area Annual Operating Plan (AOP) applicable to all signatory parties within **Albany County, Carbon County and Laramie County**, Wyoming. It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities.

To outline details of implementing the Wyoming Interagency Cooperative Fire Management Agreement and the Wyoming Interagency Fire Management Agreement.

RECITALS:

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Entities are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit’s wildland fire and fuels management program.

Protecting Entities implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

INTERAGENCY COOPERATION:

Interagency Dispatch Centers:

1. The Entities agree to participate in the neighborhood dispatch system. The Entities give authority to the dispatch center to provide the services required in support of the appropriate center's charter and operating plan. For specifics, see the dispatch center plans.
2. For fires on State, Private, Cities, Towns, BLM High Desert District, and USFWS ownership, Rawlins Interagency Dispatch Center will be used for the dispatch contact, with fires located in northwestern Carbon county that fall under BLM Wind River/Bighorn Basin District jurisdiction, Cody Interagency Dispatch Center will be notified.
3. For fires on USFS ownership, Casper Interagency Dispatch Center will be used for the dispatch contact.
4. On multi-jurisdictional fires, the Incident Commander(s) in conjunction with the interagency dispatch center managers and duty officers will determine which dispatch center to use.

Mobilization Process for State and County Resources:

When resources, stasured in ROSS, are ordered from their local dispatch center for initial attack, it is their responsibility to notify the respective Dispatch Center of their assignment. It is also their responsibility to notify the respective Dispatch Center when they return home.

Standards:

Firefighter Qualifications

Three levels of expertise are recognized.

1. Within jurisdiction the qualifications for local resources utilized for fire suppression within the Entity's jurisdiction will use NWCG 310-1 as a guide.
2. Outside of jurisdiction, all resources will meet NWCG 310-1 standards. Certification will be the responsibility of the sending Entity.
3. All county and state Unit Leader positions and above will be NWCG 310-1 qualified. Certification is the responsibility of Wyoming State Forestry Division/Entity.

PREPAREDNESS:

Protection Areas and Boundaries:

See Attachment E

Methods of Fire Protection and Suppression:

Reciprocal Fire Protection Services (Mutual Aid)

Agreements/MOUs for Fire Suppression Responsibilities:

Agreements/MOUs between agencies establishing fire suppression responsibilities will be recognized by this Annual Operating Plan. Agencies providing this protection may represent the interest of the jurisdictional agency whose lands are being protected. Unless specified otherwise, the lands protected under Agreement/MOU will be afforded the same conditions/terms as the protecting agency's lands (i.e. mutual aid periods, etc.). All signatories to this Annual Operating Plan will be notified, in writing, of changes or modifications to fire suppression responsibilities by the agency providing protection at the time of an approved Agreement/MOU.

Description of reciprocal fire protection zone:

1. All of Albany, Carbon and Laramie counties are considered reciprocal protection zones, with the exception of Wyoming Bureau of Reclamation (BOR) lands within Carbon County.
2. Wyoming State Forestry Division shall assume costs of its non aviation related resources such as overhead, Smokebusters (WHCC), engines or personnel for a maximum of 24 hours following the initial dispatch to the fire. This shall not be construed as an automatic 24 hour dispatch. Any deviation or variation will be at the discretion of the WSFD Fire Duty Officer or their designee. An exception to the 24 hour reciprocal period is the Wyoming State Helitack, provisions are as follows:
 - For all fire dispatches: WSFD will assume the cost of the aircraft daily availability.
 - For fires on State and/or Private jurisdiction or those fires that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for at least a full operational period to be determined by the WSFD Fire Duty Officer. Federal employees assigned to the Helitack may still be billed to the jurisdictional agency as described below.
 - For fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD shall seek reimbursement for all costs associated with the Wyoming State Helitack with the exception of the aircraft daily availability.
 - Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.
3. Within the reciprocal fire protection zone, each Entity shall assume its own full cost of expenditures for the first operational period (midnight) following the initial report of the fire to the jurisdictional Entity, with the exception of WSFD as described in number 2 above. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.

4. Reciprocal protection is not construed as an automatic dispatch for the first operational period. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack forces that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the end of first operational period (midnight) reciprocal period.
5. In Carbon County entities will notify the BOR Agency Administrator (as listed in Attachment C) as soon as possible when Initial Attack is not sufficient to control a fire.
6. For all wildfires on BOR administered land and on State Parks land, Counties should send billing requests and documentation as listed in "Billing Procedures:, Section 3." of this AOP.

WSFD will contact the appropriate entity and determine payment process.
7. For incidents that go beyond the reciprocal period (mutual aid) it should be noted in the Cost Share Agreement that reciprocal (mutual aid) period will not apply; all costs will begin at the start of the incident. (i.e. For the sake of this agreement, all costs will be collected from the beginning of the incident and no mutual aid period will apply.)

Reimbursable Fire Protection Services

1. The entire county is considered as a reimbursable fire protection zone after the end of first operational period (midnight) of reciprocal protection, with the exception of Carbon County, where initial attack will be reimbursable on all BOR lands.

Offset or Exchange

1. None identified.

Joint Projects and Project Plans:

Wildland Urban Interface

1. On fires that threaten, or involve, the Wildland Urban Interface, the respective County's Community Wildfire Protection Plan and Federal Agency Fire Management Plans shall be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

Fire Prevention/Education/Mitigation:

The Entities agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Entities will collaborate on ways to prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of wildfire impacts to the public and private land and structures especially in the WUI.

Entities will make available a contact list of people who can assist in wildfire prevention and education.

Fire Restrictions:

Fire Restrictions and/or Closures will be coordinated between the Entities to include initiating, implementing, and lifting. Reference Wyoming Interagency Fire Restriction Plan.

Prescribed Fire (Planned Ignitions) and Fuels Management:

1. Fuels management and prescribed fire projects will be coordinated with the affected Entities to this agreement.
2. Wildland fire(s) resulting from escaped prescribed fires (or wildland fire use for multiple objectives) at the direction or under the supervision of one of the Entities to this agreement shall be the responsibility of that Entity. All suppression costs exclusive of reciprocal periods shall be borne by the responsible Entity. The responsible Entity on federal lands shall be the jurisdictional Entity. An Entity may take appropriate suppression action when lands under its protection responsibility are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible Entity. An Entity may take appropriate suppression action, at the request of the responsible Entity, when lands under its protection are not involved in or threatened by the fire. The responsible Entity shall reimburse the other Entity for all suppression costs incurred in accordance with this clause.
3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.
4. Entities agree to share and reimburse, according to the rates established in Exhibits C, D, E and F, for resources used on prescribed fire projects, based on availability, qualifications, and need.

Smoke Management:

Within their authorities, the Parties to this Agreement agree to coordinate with the Wyoming Department of Environmental Quality, Air Quality Division, Smoke Management Program. It has access to the Wyoming State Forestry Division Wildfire Reporting Program and will assist in the coordination of smoke management within the state in support of the Wyoming Air Quality Standards & Regulations Chapter 10, Section 4, Smoke Management Requirements.

OPERATIONS:

Fire Notifications:

All fires and initial action on or near land under the protection of an Entity to this agreement and all initial action will be reported promptly to the protecting Entity through appropriate dispatch center and further instructions agreed upon.

For list of contacts for notification or requests of assistance see the Directory (Attachment B).

Initial Attack:

If one or more Entities to this agreement arrive on initial attack, the first Entity on the scene will assume command or turn command over to another Entity if they have more qualified supervisory personnel. Once protection responsibilities are established, the protecting Entity will either assume command or request a supporting Entity to do so. Based on the incident complexity, qualified personnel will assume command or agree to implement Unified Command of a multi-jurisdictional fire.

Independent Action on Lands Protected by Another Entity:

Nothing herein shall prohibit any Entity, on its own initiative, with notification and coordination with the protecting **Entity** and without requesting reimbursement from going upon lands known to be protected by another Entity to engage in suppression of wildland fires, when such fires are a threat to lands within that Entity's protection responsibility.

Special Management Considerations:

Use of Heavy Equipment

Heavy equipment will not be used on any lands without authorization and approval by the Land Use Owner/Entity.

Use of Aerial Retardant on Forest Service Lands

Pursuant to the December, 2011 U. S. Forest Service National Decision regarding aerial retardant application, each National Forest or Grassland has identified areas of federal land where aerial retardant may not be applied, unless a decision by the Incident Commander determines that human life or safety are threatened and retardant will mitigate that threat. These areas are identified on a map for each Forest/Grassland and will include areas within 300 feet of waterways (streams and lakes), where threatened, endangered, Forest Service sensitive species habitat occurs that could be impacted by retardant, and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the Entity administrator must be notified for reporting requirements to be met.

Other Considerations

In situations where a jurisdiction's initial response to a wildfire is based primarily on accomplishing ecological restoration or multiple objectives and the wildfire has the potential to affect other jurisdictions, the Unit Administrator Group will be assembled with representatives from all affected Entities.

Federal Study Areas and areas of critical concerns special tactics must be used, all vehicles must remain on roads until Resource Advisor arrives on scene to provide site specific guidance. Minimum Impact Suppression Techniques (MIST) will be utilized in all areas pre-identified as special management areas.

Entities that elect not to suppress an ignition with intent to manage the fire for multiple objectives are responsible for the cost associated with that fire. This includes the cost of protecting private land, structures and infrastructure, as well as other State and Federal managed lands, unless negotiated otherwise with the other affected jurisdictions. For incidents that have an initial response objective of protection (suppression) and it is later determined that there is also an opportunity to effectively manage a portion of the incident for multiple objectives should follow the standard cost share principles and may need to develop additional cost share agreements based on changes in the situation and objectives.

On Forest Service lands, in designated Wilderness Areas, Forest Supervisor approval is required for the use of motorized and mechanized equipment, including helicopters or fixed wing aircraft flying under 2,000 feet AGL. In addition, in Wilderness Areas, Areas Recommended for Wilderness, and Special Interest Areas, Minimum Impact Suppression Tactics (MIST) are required.

On Mortenson and Hutton Lake NWR's, all use of fire retardant or other suppression chemicals will require prior approval from the Project Leader or alternate due to Threatened and Endangered species concerns with the Wyoming Toad. If there is any discharge of fire suppression chemicals into the water sources for these two locations, then the Project Leader or alternate will be notified immediately.

Wildland Urban Interface Protection

Structural fire suppression is the responsibility of tribal or the local fire service Entity. Keeping an approaching wildfire from reaching a structure may be the responsibility of any Entities to this agreement depending upon the location of the wildfire and the chosen management strategy.

Private Lands – Cost associated with the protection of privately owned land and structures are the responsibility of the local fire service Entity that has jurisdiction for the private property.

Federal Lands w/Private Structures - Costs associated with the protection of privately owned structures on federal lands are the responsibility of the local fire service Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local fire service Entity include actions taken directly on the structure or the immediate area surrounding structure. The federal Entities will be responsible for costs associated with keeping the fire from reaching the structures.

The local fire service Entity is responsible for developing structure protection plans and coordinating with the incident management team to implement the plan. This could include the local fire service Entity preparing the plan themselves or working with the incident management team to obtain resources to prepare and implement the plan. The local fire service Entity is responsible for determining any actions to be applied directly to a structure such as wrapping; applying foam, fire gels, or other retardants.

Decision Process:

Escaped fires or fires threatening other jurisdictions

Field personnel, involved in fire suppression action, will contact the other protecting Entities as soon as possible after a fire escapes or threatens to escape initial attack near intermingled ownership (defined as different ownership within 1 mile of the fire or it is anticipated that other ownerships may be involved) and a Unit Administrator Group (see Glossary – Attachment A) may be assembled by the initial attack Entity to represent the protecting Entities involved with that fire. For a list of the designated representatives for creating a unit administrator group, see the Directory (Attachment B).

1. Guidelines for assembling the Unit Administrator Group
 - A. Wildland fire that escapes initial attack or threatens other jurisdictions.
 - B. The fire is to be determined at a Type III or higher complexity level
 - C. Containment is not anticipated before the next burning period.
2. The Unit Administrator Group's function is

- A. To participate in development and approval of wildfire decision documents for managing a fire incident.
- B. To recommend to the appropriate Entity Administrator(s) the level at which the incident should be managed.
- C. To prepare a Delegation of Authority for Entity Administrator(s) signature.
- D. To act as the Entity representative for the respective Entity.
- E. To develop incident management objectives and agree on management actions needed.
- F. To initiate a written cost share agreement for Entity Administrator(s) approval with signatures prior to the end of the fire (Attachment D).
- G. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab and patrol after demobilization of the fire.
 - i. The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
 - ii. The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

Incidents that have been declared as exceeding initial attack and transition to extended attack will have an incident specific delegation of authority in place as soon as possible.

Preservation of Evidence/Fire Cause Determination:

Each Entity is responsible for investigating all fires and taking appropriate law enforcement action for all human caused fires on lands under their jurisdiction. The initial attack Incident Commander will take all responsible precautions to preserve evidence found.

Entities shall render mutual assistance in investigation and law enforcement activities and in court prosecutions of human caused fires to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Entity will provide investigation files relative to the fire to the Jurisdictional Entity for legal action and/or prosecution.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES:

Cost Share Agreement:

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one Entity, a cost share agreement will be initiated prior to fire being declared controlled.

When fires are managed for multiple management objectives or for multiple objectives, a cost share agreement will be negotiated on a case by case basis.

Where agreement cannot be reached regarding incident strategies, tactics or costs, the discussion will be elevated to the next level of Entity administrators representing each Entity.

See Mini Mob Plan - Exhibit G

Training:

The Entities party to this agreement will coordinate wildland fire training locally, within the county, state and the Geographic Area. Training representatives are responsible for coordinating with all Entities for the planning and delivery of wildland fire training.

Communication Systems:

Communication frequencies to be used for initial attack are included in Attachment F, G, H & I.

All Entities will utilize the Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division in 2014.

All Entities to this agreement give permission for the use of their respective Entity's radio frequencies for emergency use only.

Aviation Operations:

1. Aerial resources may be used with prior approval of the protecting Entity unless otherwise specified under "Special Management Considerations" of this plan. For list of contacts for resource usage approval see the Directory (Attachment B).
2. Aerial resources will be paid for by the requesting Entity if prior approval has not been obtained.
3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.

Billing Procedures:

1. When non-federal resources respond to non-federal incidents outside the State of Wyoming, bills should be submitted to the jurisdictional Entity where an existing payment mechanism has been implemented. If an agreement and payment mechanism do not exist, bills should be submitted to the jurisdictional federal Entity Incident Business Lead, National Interagency Fire Center, 3833 South Development Avenue, Boise, ID 83705

Wyoming State Forestry Division will coordinate resources, audit bills for services, and forward all completed bills for services to the Forest Service under these qualifying conditions:

- i. When non-federal resources respond to incidents which are outside the State of Wyoming but are within USDA Forest Service Jurisdiction
- ii. When the USDA Forest Service is the Lead Entity for Payment

All completed bills will then be sent to the Forest Service at the address listed below.

USDA Forest Service, Rocky Mountain Region
Attn: Incident Business – Regional Budget Office
740 Simms Street

Golden, CO 80401

USDA Forest Service, Intermountain Region
Attn: Incident Business – Regional Budget Office
324 25th Street
Ogden, UT 84401

2. When non-federal resources respond outside the State of Wyoming to incidents that are under US DOI Jurisdiction or where the US DOI is the Lead Entity for Payment, Wyoming State Forestry Division will coordinate resources, audit bills for services, and forward all completed bills for services to the appropriate DOI Entity at the address listed below in sub-paragraph d:
3. State and County Billings: When State or County resources are used and the fire management activity is within the state of Wyoming, the State or County will bill the protecting host unit.

When the State is the jurisdictional Entity, the Federal Entities will submit their individual billings to the State and the State will reimburse each individual Entity. When the County is the jurisdictional entity, the Federal Entities will submit their individual billings to the County and the County will reimburse each individual Entity.

Payment for Wyoming State/County resources will be made direct to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.

Billing Addresses: All bills for services provided to the Wyoming State Forestry Division or to Counties will be mailed to addresses identified in the Appropriate Annual Operating Plans or as listed below:

All bills for services provided to the Rocky Mountain Region - Forest Service.

USFS Rocky Mountain Region
Attn: Incident Business – Regional Budget Office
740 Simms Street
Golden, CO 80401

All bills for services provided to the Intermountain Region – Forest Service.

USFS Intermountain
Attn: Incident Business Specialist
324 25th Street
Ogden, UT 84401

All bills for services provided to the Department of the Interior/BLM will be mailed to:

BLM Wyoming State Office
Attn: Budget/Incident Business Program Analyst
PO Box 1828
5353 Yellowstone Rd
Cheyenne, WY 82003

All bills for services provided to the Department of the Interior/NPS Intermountain Region will be mailed to:

NPS – Intermountain Region
Attn: Fire Budget Analyst
12795 W Alameda Parkway Lakewood, CO 80228
PO Box 25287, Denver, CO 80225-0287

All bills for services provided to the Department of the Interior/BIA will be mailed to:

Bureau of Indian Affairs-Rocky Mountain Region
Branch of Fire & Forestry
Attn: Budget Analyst
316 N. 26th Street
Billings, MT 59101

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

US Fish & Wildlife Service
Regional Fire Administrative Officer
134 Union Blvd, Ste 300
Lakewood, CO 80228

The non-federal Entities of Wyoming are cooperators, not contractors. Rates established in the annual Wyoming Fire Mobilization Plan or Mini Fire Mobilization Plan exhibits C, D, E, F, and G have been agreed upon and accepted by all Entities. Emergency Equipment Rental Agreements will only be executed for equipment not listed in the above exhibits.

The Jurisdictional Entity is not obligated to reimburse the Supporting Entity for costs incurred during the Reciprocal (Mutual Aid) period unless otherwise specified in a cost share agreement.

Fire Numbers: Entities will share their respective individual fire numbers for cross referencing purposes.

Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Entity shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other Entity.

For obligation purposes, the Federal Entities will submit unpaid obligational figures to the non-federal Entities by May 15. The non-federal Entities will submit unpaid obligational figures to the appropriate federal Entity by September 15 for the previous federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable Entities.

Billing Content: A separate bill will be submitted for each fire. Bills or State Form WSFD-41, Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by originals or copies of the following:

Fire Time Reports, OF-288
Summary of travel charges
Equipment Use Invoice and Daily Shift Tickets
Credit card bill, list of purchases
Cost Share Agreement, when applicable
Copy of Resource Order

For out of state resources used on state or private land incidents, their bills will be sent to the address below. Wyoming State Forestry Division will either make payment or forward the bill to the appropriate Entity for payment.

Lynda Berckefeldt
Wyoming State Forestry Division
5500 Bishop Blvd.
Cheyenne, WY 82002

INCIDENTS OUTSIDE OF THE STATE OF WYOMING:

Any time non-federal Entity resources respond outside the State of Wyoming, all bills for services will be sent to the address below, where they will be audited and forwarded on as appropriate. Wyoming State Forestry Division (WSFD) will coordinate resources, audit bills for services, and forward all completed bills for services (Exhibit B's) on to the Forest Service, Rocky Mountain Regional Incident Business – Regional Budget Office.

Lynda Berckefeldt
Wyoming State Forestry Division
5500 Bishop Blvd.
Cheyenne, WY 82002

Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.

Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.

Fire Cost Meeting: The Entities that are party to the cost share agreement will gather their suppression costs and meet to discuss these costs. Contested items will be resolved by signature parties of if consensus cannot be reached, these costs will be elevated to the next higher level of management for resolution. After costs for fire suppression have been agreed upon then a bill will be issued to the owing party.

All supporting Entities are subject to examination and audit for 3 years after final payment.

In order to receive EFT payments, Wyoming counties shall register in SAM, www.sam.gov, and follow the instructions on line.

Cost Recovery:

The Authorized Representatives of affected Entities will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Entity may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Entity taking reciprocal action.

GENERAL PROVISIONS:

Modification:

Modifications within the scope of this Agreement shall be made by mutual consent of the Entities, by the issuance of a written modification request with a minimum 20 days notice, signed and dated by all Entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

Annual Review:

This Annual Operating Plan is reviewed annually by April 15 and revised, as needed. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan annually.

Entirety of Agreement:

This Agreement consisting of twelve (12) pages, Attachments A through I, Warden List and Exhibits B-G, represents the entire and integrated Agreement between the Entities.

Duration of Agreement:

This Annual Operating Plan remains in effect until superseded. This plan becomes effective on the date signed by each Entity. It may be terminated upon 20 days written notice to all Entities.

Authorized Representatives/Signatures:

By signature below, all signatories to this Annual Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Annual Operating Plan. By my signature below, I authorize my signature to be photocopied into each and all of the Annual Operating Fire Plans for the Wyoming Interagency Cooperative Fire Management Agreement.

I understand that my Entity will be provided a copy of the agreement with a photocopied signature page when the required signatures are obtained.

PREPARED AND APPROVED BY:

Albany County Fire Warden	Printed Name	Date
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Chairman-Albany County Commissioners	Printed Name	Date
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Laramie City Fire Chief	Printed Name	Date
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President, Albany County Fire District No. 1	Printed Name	Date
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Mayor, President Laramie City Council	Printed Name	Date
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Rock River VFD Chief	Printed Name	Date
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Carbon County Fire Warden	Printed Name	Date
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Chairman Carbon County Commissioners	Printed Name	Date
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Rawlins Fire Department	Printed Name	Date
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Forest Supervisor, Medicine Bow/ Routt National Forest and Thunder Basin National Grasslands, USDA	Printed Name	Date
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District Manager, Wind River/Bighorn Basin District Bureau of Land Management, USDI	Printed Name	Date
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Arapaho Complex Refuge Supervisor USFWS	Printed Name	Date
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District Manager, High Desert District Bureau of Land Management, USDI	(Printed Name)	Date
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District Forester Wyoming State Forestry Division	(Printed Name)	Date
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Laramie County Fire Warden 3962 Archer Parkway Cheyenne, WY 82009	(Printed Name)	Date
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Chairman, Laramie County Commissioners 310 W. 19 th Street Cheyenne, WY 82001	(Printed Name)	Date
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Chief, Laramie County Fire District #1 207 East Allison Rd. Cheyenne, WY 82007	(Printed Name)	Date
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Chief, Laramie County Fire District #2 5800 North College Dr. Cheyenne, WY 82009	(Printed Name)	Date
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Chief, Laramie County Fire District #3 P.O. Box 131 Albin, WY 82050	(Printed Name)	Date
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Chief, Laramie County Fire District #4 P.O. Box S, 4832 Main Ave. Carpenter, WY 82054	(Printed Name)	Date
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Chief, Laramie County Fire District #5 P.O. Box 870 Pine Bluffs, WY 82082	(Printed Name)	Date
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Chief, Laramie County Fire District #6 P.O. Box 103 Burns, WY 82053	(Printed Name)	Date
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Chief, Laramie County Fire District #8 1050 County Rd. 210 Cheyenne, WY 82009-8041	(Printed Name)	Date
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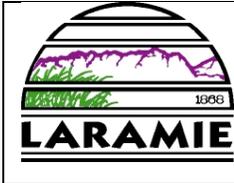
Chief, Laramie County Fire District #9 P.O. Box 155 Chugwater, WY 82210	(Printed Name)	Date
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Chief, Laramie County Fire District #10 88 Harriman Rd. Granite Canon, WY 82059	(Printed Name)	Date
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REVIEWED AND APPROVED AS TO FORM ONLY

Mark Voss Laramie County Attorney	(Printed Name)	Date
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CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Original Ordinance - 2nd Reading

Title: Original Ordinance No. 1941: An Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation.

Recommended Council MOTION:

Move to approve Original Ordinance No. 1941 on second reading, in accordance with findings of fact and conclusions of law, and noting that a public hearing was held on April 5, 2016.

Administrative or Policy Goal:

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

Background:

NOTE: This item was automatically continued to the April 19 agenda, due to lack of time at the April 5 Council meeting.

This UDC amendment will address a longstanding concern with the methods by which the City has determined value for “paper” streets, alleys, and other rights-of-way. Currently, the UDC requires an appraisal of real-estate value for all rights-of-way proposed to be vacated – regardless of whether the right-of-way in question has ever actually been built and/or travelled by the general public.

Many of our right-of-way vacation requests are for thoroughfares that were never built in the past, do not exist now, and are not identified as needs in the future. Current code is set up so that the value of vacating a “real” street” – such as Lewis Street, let us say – is determined the same way as the value of an obscure right-of-way platted in the 19th Century, never constructed, and long forgotten since then.

The proposed amendment would set an effective value of zero for these “paper” streets and alleys. The logic is that a real-estate appraisal – especially commercial real-estate – is not a good instrument for determining value in such cases. A paper street is never a buildable tract of land on its own; its only value is for use as a right-of-way, utility easement, or similar specialized purpose. However, appraisers are obliged to value them on a per-square-foot basis, just as if they were ordinary building lots.

The proposed ordinance eliminates the appraisal requirement and would allow the City to convey these phantom rights-of-way for an effective value of zero. This is viewed as a win-win situation: One or more adjacent property owners gain useful property value, and the City eliminates a legal encumbrance that often does as much harm as good in terms of lost development opportunities and time-effort costs to staff and appointed or elected officials. The ordinance does provide for retention of utility easements in locations where current or future utility lines or facilities may be needed or desired.

Please note that this ordinance does not change appraisal requirements, nor the City’s ability to receive value (cash or other consideration) for streets and alleys that have actually been built and used as thoroughfares. The ordinance would also not provide a “free” option in cases where a street has not yet

been built, but is shown as needed in future on adopted plans (e.g., the Major Street Plan). Those would still be appraised, and compensation could be required, as per current code and practice.

Staff recommended approval of the ordinance as drafted to Planning Commission, and continues to recommend approval of the ordinance by City Council.

The Planning Commission reviewed this item in conjunction with a public hearing on February 22, 2016, and recommended approval (5 yes, 1 no, 1 absent).

The Planning Commission staff report is included. No changes have been made to the staff report since Planning Commission review.

Update for 2nd Reading: Council considered this item on March 15, 2016, and voted (9 yes, 0 no, 0 absent) to approve on first reading.

Legal/Statutory Authority:

- **Laramie Municipal Code: Title 15 (Unified Development Code)**
- **Wyoming State Statutes: Title 15, Chapter 4, Article 3: Property, Financial Affairs, Contracts, Streets, Subdivisions and Utilities**

Responsible Staff:

Randy Hunt, Community Development
Director: 721-5288

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	April 5, 2016
Pub. Hearing Advertised	March 19, 2016
Introduction/1 st Reading	March 15, 2016
2 nd Reading	April 5, 2016; April 19, 2016
3 rd Reading	May 3, 2016

Attachments:

- Proposed Orig. Ord. No. 1941 [draft]
- Planning Commission Staff Report (Feb. 22, 2016)

ORIGINAL ORDINANCE NO.: 1941
ENROLLED ORDINANCE NO.: _____

INTRODUCED BY: Shuster

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE TO PROVIDE FOR AN EFFECTIVE DETERMINATION OF VALUE FOR RIGHTS-OF-WAY PROPOSED FOR VACATION.

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

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

WHEREAS, on March 2, 2010 the City Council adopted the unified development code with an effective date of July 1, 2010.

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

WHEREAS, there exist certain rights-of-way and public access easements in the City that have been dedicated as such, but have never been built nor maintained at public expense for public-transportation purposes.

WHEREAS, certain of such rights-of-way and public access easements are not shown or identified as present or future necessary thoroughfares on any adopted or approved plan effective in the City of Laramie, nor shown or identified on any approved and active preliminary subdivision plat.

WHEREAS, it is the determination of the City Council that past, present or future construction or maintenance of such rights-of-way and public access easements are not determined necessary, and therefore they are unlikely to have any determinate fiscal value to the public as identified public thoroughfares.

WHEREAS, requiring compensation to the City in connection with vacation of such rights-of-way or public access easements would not be coherent with determination of value at or close to zero (0) to the public.

WHEREAS, on February 22, 2016, the Laramie Planning Commission affirmatively voted to

recommend to the Laramie City Council adoption of amendments to the Unified Development Code as shown in this ordinance;

WHEREAS, the Laramie City Council ~~shall hold~~ **held** a public hearing on April 5, 2016, to take and consider public comments;

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

Section 1. That LMC 15.06.060.W.3.b [**Vacations, Public Ways: Procedures: Step 2**] be **amended** to read as follows:

b. Step 2: Application Submission, Contents, and Fees

Applicable pursuant to subsection 15.06.030.B.

The following additional information shall be included:

- (i) Written comments from the appropriate utilities and other public entities affected by the proposed vacation; and
- (ii) For proposed vacations that do not meet criteria for valuation at zero (0) in Sec. 15.06.060.W.4: A current appraisal of the fair market value of the land to be vacated, by a state certified and licensed appraiser, to be used in arriving at the determination of the value to be paid by the petitioner in compensation for the vacation of the properties.

Section 2. That LMC 15.06.060.W.3.e [**Vacations, Public Ways: Procedures: Step 5**] be **amended** to read as follows:

a. Step 5: Action by Review and Decision-Making Bodies

Applicable. The following additional procedures shall apply.

(i) Planning Commission Public Hearing

The planning commission shall hold a public hearing and make a recommendation to approve, approve with revisions, postpone, or deny the application.

(ii) City Council Public Hearing

The city council shall hold a public hearing and shall approve, approve with conditions, postpone, or deny the proposed public way vacation. Approval or approval with conditions shall be by adoption of an ordinance. The city council may require compensation for the land requested for vacation, provided that a valuation of greater than zero (0) has been determined by an appraisal that is required under Secs.

15.06.060.W.3 and 15.06.060.W.4. Upon approval of the ordinance, the mayor is authorized to convey the properties so vacated to the abutting property owners accordingly by quitclaim deed.

Section 3. That LMC 15.06.060.W.4 [**Vacations, Public Ways: Valuation of Existing Rights-of-Way and Public Access Easements**] be created to read as follows:

4. Valuation of Existing Rights-of-Way and Public Access Easements

a. For purposes of vacation of rights-of-way and public access easements that meet all of criteria (i) through (iii), the valuation of the property is herein determined and declared to be zero (0), and no appraisal of value shall be required in connection with vacating said rights-of-way and public access easements:

(i) The right-of-way or public access easement is not, and has not been during the thirty (30) year period preceding the vacation application, built or maintained as a public-access thoroughfare by the city or other public street-maintenance authority; and

(ii) The right-of-way or public access easement is not shown on any currently effective plan adopted or approved by the city or the state of Wyoming, and is not shown on any city-approved and active preliminary subdivision plat.

(iii) The vacation of such right-of-way or easement shall not result in lots with no frontage on a public street, highway or a marginal access street.

b. Existing right-of-way and public access easements that do not meet all of criteria (i) through (iii) shall be required to provide an appraisal meeting the requirements of Sec. 15.06.060.W.3.b(ii) prior to city council consideration of a vacation request for same.

c. Nothing in this section shall preclude the ability of the city to retain, at no additional compensation cost to any party, a public utility easement within the right-of-way or public access easement vacated according to the procedures herein.

Section 4. That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this _____ day of _____, 2016.

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

Attest: _____

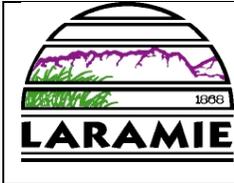
Angie Johnson
City Clerk

First Reading: March 15, 2016
Public Hearing: April 5, 2016
Second Reading: April 19, 2016
Third Reading and Final Action: May 3, 2016

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

DRAFT

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Original Ordinance - 2nd Reading

Title: Original Ordinance No. 1941: An Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation.

Recommended Council MOTION:

Move to approve Original Ordinance No. 1941 on second reading, in accordance with findings of fact and conclusions of law, and noting that a public hearing was held on April 5, 2016.

Administrative or Policy Goal:

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

Background:

NOTE: This item was automatically continued to the April 19 agenda, due to lack of time at the April 5 Council meeting.

This UDC amendment will address a longstanding concern with the methods by which the City has determined value for "paper" streets, alleys, and other rights-of-way. Currently, the UDC requires an appraisal of real-estate value for all rights-of-way proposed to be vacated – regardless of whether the right-of-way in question has ever actually been built and/or travelled by the general public.

Many of our right-of-way vacation requests are for thoroughfares that were never built in the past, do not exist now, and are not identified as needs in the future. Current code is set up so that the value of vacating a "real" street – such as Lewis Street, let us say – is determined the same way as the value of an obscure right-of-way platted in the 19th Century, never constructed, and long forgotten since then.

The proposed amendment would set an effective value of zero for these "paper" streets and alleys. The logic is that a real-estate appraisal – especially commercial real-estate – is not a good instrument for determining value in such cases. A paper street is never a buildable tract of land on its own; its only value is for use as a right-of-way, utility easement, or similar specialized purpose. However, appraisers are obliged to value them on a per-square-foot basis, just as if they were ordinary building lots.

The proposed ordinance eliminates the appraisal requirement and would allow the City to convey these phantom rights-of-way for an effective value of zero. This is viewed as a win-win situation: One or more adjacent property owners gain useful property value, and the City eliminates a legal encumbrance that often does as much harm as good in terms of lost development opportunities

and time-effort costs to staff and appointed or elected officials. The ordinance does provide for retention of utility easements in locations where current or future utility lines or facilities may be needed or desired.

Please note that this ordinance does not change appraisal requirements, nor the City’s ability to receive value (cash or other consideration) for streets and alleys that have actually been built and used as thoroughfares. The ordinance would also not provide a “free” option in cases where a street has not yet been built, but is shown as needed in future on adopted plans (e.g., the Major Street Plan). Those would still be appraised, and compensation could be required, as per current code and practice.

Staff recommended approval of the ordinance as drafted to Planning Commission, and continues to recommend approval of the ordinance by City Council.

The Planning Commission reviewed this item in conjunction with a public hearing on February 22, 2016, and recommended approval (5 yes, 1 no, 1 absent).

The Planning Commission staff report is included. No changes have been made to the staff report since Planning Commission review.

Update for 2nd Reading: Council considered this item on March 15, 2016, and voted (9 yes, 0 no, 0 absent) to approve on first reading.

Legal/Statutory Authority:

- **Laramie Municipal Code: Title 15 (Unified Development Code)**
- **Wyoming State Statutes: Title 15, Chapter 4, Article 3: Property, Financial Affairs, Contracts, Streets, Subdivisions and Utilities**

Responsible Staff:

Future dates are subject to change

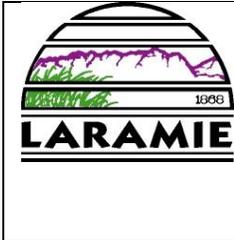
Randy Hunt, Community Development
Director: 721-5288

Work Session	
Advertised	
Public Hearing Held	April 5, 2016
Pub. Hearing Advertised	March 19, 2016
Introduction/1 st Reading	March 15, 2016
2 nd Reading	April 5, 2016; April 19, 2016
3 rd Reading	May 3, 2016

Attachments:

- Proposed Orig. Ord. No. 1941 [draft]
- Planning Commission Staff Report (Feb. 22, 2016) [Note: “Attachment A” has been removed from the Staff Report, as it duplicates the draft Ordinance]

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Original Ordinance - 2nd Reading

Title: Original Ordinance No. 1942 amending Title 15 of Laramie Municipal Code for the purposes of allowing “Hotels and motels” as a Permitted Use in the C2 District, allowing “Light industrial” as a Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.

Recommended Council MOTION:

Move to approve Original Ordinance No. 1942 on second reading, in accordance with findings of fact and conclusions of law; and note a public hearing was held on April 5, 2016.

Administrative or Policy Goal:

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

Background:

The present amendment is initiated by the City of Laramie as part of the continual effort to keep the Unified Development Code (UDC) accurate, correct concerns, and remove potential avenues of confusion. The proposed amendments identify uses that were inadvertently omitted from the recent Use Table amendments (“Hotels and motels” and “Light industrial”) and resolve several incorrect cross-references regarding applicability with development standards.

Staff recommended approval of the ordinance as drafted to Planning Commission, and continues to recommend approval of the ordinance by City Council.

The Planning Commission reviewed this item in conjunction with a public hearing on February 22, 2016, and recommended approval (6 yes, 0 no, 1 absent).

The City Council unanimously approved this Ordinance at first reading on March 15, 2016. (9 yes, 0 no).

The Planning Commission staff report is included. No changes have been made to the staff report since Planning Commission review. Copies of all relevant ordinances mentioned in the Planning Commission staff report are available online at www.cityoflaramie.org/ordinances.

Legal/Statutory Authority:

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

Responsible Staff:

Randy Hunt, AICP, Community
Development Director: 721-5288

Charles Bloom, AICP, Principal Planner

Attachments:

- Proposed Ordinance
- Planning Commission Staff
Report (Feb. 22, 2016)

Future dates are subject to change

Work Session	N/A
Advertised	N/A
Public Hearing (PH) Held	April 5, 2016
PH Advertised	March 19, 2016
Introduction/1 st Reading	March 15, 2016
2 nd Reading	April 19, 2016
3 rd Reading	May 3, 2016

ORIGINAL ORDINANCE NO.: 1942
ENROLLED ORDINANCE NO.: _____

INTRODUCED BY: Shuster

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF ALLOWING “HOTELS AND MOTELS” AS A PERMITTED USE IN THE C2 DISTRICT, ALLOWING “LIGHT INDUSTRIAL” AS A PERMITTED USE IN THE I2 DISTRICT AND CORRECTING TYPOGRAPHICAL ERRORS IN LMC 15.10.010 AND 15.14.010.B.

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

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

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

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

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

WHEREAS, on December 7, 2014, the City Council Approved Enrolled Ordinance 1671 amending Chapter 15.06 (Procedures), Chapter 15.14 (Development Standards), Chapter 15.18 (Improvements), renaming the Design Review Process to Site Plan Review Process, and correcting typographical errors within Title 15;

WHEREAS, on October 6, 2015 the City Council approved Enrolled Ordinance No. 1690 amending the Use Table (Table 15.10-1);

WHEREAS, typographical errors consisting of incorrect cross-references have been found in LMC 15.10.010 and LMC 15.14.010.B and need correction; and

WHEREAS, the Laramie City Council held a public hearing on April 5, 2016 to take and consider public comments;

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

Section 1. That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the C2 District: “Hotels and motels”;

Section 2. That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the I2 District: “Light industrial”;

Section 3. That LMC 15.10.010 be **amended** to read as follows: “LMC 15.10.000.E identifies separate Use Categories within Table 15.10-1. Each “Use Category” of Table 15.10-1 is hereby categorized into Use Levels as shown in Table ~~15.10-2~~**15.14-1**, Use Levels. Change of Use outside of the existing Use Level requires conformance with the development standards of this chapter as indicated in **LMC 15.14.010.B.4** ~~subsections a. and b. below.~~”;

Section 4. That LMC Table 15.14-1 shown in LMC 15.10.010 shall be **renamed** to “Table 15.10-2”;

Section 5. That LMC 15.14.010.B.4.a be **amended** to read as follows: “Change of Use within each use level as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall not require mandatory compliance with the development standards of chapter 15.14 this code. For example, a change of use from a Financial Institution (Level 6 - Financial Service) to a Clothing Store (Level 6 –Retail) shall not require compliance with the development standards of chapter 15.14 this code.”;

Section 6. That LMC 15.14.010.B.4.b be **amended** to read as follows: “Change of Use between adjacent levels as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Restaurant (Level 7 – Food and Beverage Services) shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages –internal landscaping, and site perimeter landscaping not adjacent to rights-of-way shall not be required.”;

Section 7. That LMC 15.14.010.B.4.c be **amended** to read as follows: “Change of Use differing by 2 or more levels as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall require full compliance with the development standards of this code. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Wholesale Business (Level 8 - Wholesale Business) shall require full compliance with the development standards of this chapter, including but not limited to parking, landscaping, and screening.”; and

Section 8. That this ordinance shall become effective after its passage, approval and its publication.

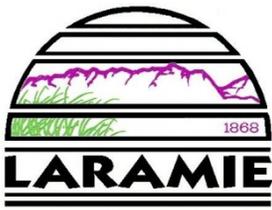
Passed and approved this _____ day of _____, 2016.

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

Attest: _____
Angie Johnson
City Clerk

First Reading: March 15, 2016
Public Hearing: April 5, 2016
Second Reading: April 19, 2016
Third Reading and Final Action: May 3, 2016

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



City of Laramie

Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5250
Planning: (307) 721-5207
Fax: (307) 721-5248

LARAMIE PLANNING COMMISSION FEBRUARY 22, 2016 STAFF REPORT

FILE: TA-16-02 Amending the Use Table and Correcting Typographical Errors

REQUEST: An amendment to Chapters 15.10 and 15.14 of the Unified Development Code allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B

APPLICANT: City of Laramie

PURPOSE: To allow "Hotels and Motels" as Permitted Uses in the C2 District, allow "Light industrial" as Permitted Uses in the I2 District and correct incorrect cross-references within the Unified Development Code.

PREPARED BY: Charles W. Bloom, AICP, Principal Planner

RECOMMENDED MOTION:

Move to recommend that the City Council **approve** amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B as recommended by staff.

APPLICABLE CODE SECTION(S):

Text Amendments must be reviewed by the Planning Commission and City Council. Planning Commission action is forwarded to the City Council as a recommendation.

- Laramie Municipal Code Title 15, Unified Development Code
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan

BACKGROUND AND SUMMARY:

The present amendment is initiated by the City of Laramie as part of the continual effort to keep the Unified Development Code (UDC) accurate, correct concerns, and remove potential avenues of confusion. The proposed amendments identify a use that was inadvertently omitted from the recent Use Table amendments and resolve several incorrect cross-references regarding applicability with development standards. Copies of all relevant ordinances mentioned in this staff report are available online at www.cityoflaramie.org/ordinances.

Typographical Errors

On December 7, 2014, the City Council Approved Enrolled Original Ordinance No. 1904 ([Enrolled Ordinance No. 1671](#)). This amendment package was quite large, consisting of 14 specific line item amendments and five attachments, all of which targeted multiple sections of Code. These proposed amendments addressed issues identified in Attachments B and C of the Ordinance. Attachments B and C were specifically drafted to complement a new Site Plan Review process and to define when specific development requirements were applicable in conjunction with development that resulted in a change of use (e.g., clothing store to a restaurant).

During early staff drafts of the Ordinance “Use Levels” table presently found in LMC 15.10.010 was proposed to be in LMC Chapter 15.14. Prior to Planning Commission recommendation and subsequent City Council adoption, City staff and the Laramie Economic Development Corporation’s UDC subcommittee determined it would be better to relocate the “Use Levels” table to its present location in LMC 15.10.010. The table was successfully relocated, however corrections to the prior references were inadvertently not made.

The proposed amendments in this document correct the incorrect cross-references and will not alter or change current City procedures or policies related to development requirements in conjunction with development.

Hotels, Motels, and Light Industrial

On October 6, 2015 the City Council approved Original Ordinance No. 1927 ([Enrolled Ordinance No. 1690](#)) amending the Use Table (Table 15.10-1). A major component of the Use Table amendments was to allow more uses to expand the uses in various zone districts. In the C2 (Commercial) District the intent was to allow more retail, restaurant and complementing uses as Permitted Uses in the district.

During meetings regarding the Use Table amendments, a rezoning request to C2 Commercial was also under consideration. During one of the readings of Original Ordinance 1927 a City Council member pointed out that the proposed amendments continued to require “Hotels and motels” obtain Conditional Use Permit approval in the C2 District. Staff indicated that this should be changed and that they would bring a revision allowing “Hotels and motels” as a Permitted Use within the C2 District forward with upcoming revisions. This amendment proposes to allow “Hotels and motels” as Permitted Uses in the C2 District.

Staff also evaluated the remainder of the Use Table and identified a perceived omission in the 2015 amendment package which required “Light industrial” uses be subject to Conditional Use Permit approval in the I2 (Industrial) District. The “Light industrial” use is a Permitted Use in the less intense I1 (Limited Industrial) District and subject to Conditional Use Permit approval in the C2 District. LMC Chapter 15.28 defines "Light industrial" uses as “manufacturing, processing, storage transportation, construction, repair and wholesale uses including but not limited to: general building contractors; special trade contractor; food products including liquor distributors except meat products; textiles and apparel; lumber and wood products; furniture and fixtures; paper products except mills; printing and publishing; drugs; leather and leather products except tanning and finishing; fabricated metal; and office and computing machines.” The “Light industrial” use is very similar to the “Light Manufacturing

or Processing” use that is a Permitted Use in the I2 District. This amendment proposes to allow “Light industrial” as a Permitted Use in the I2 District.

PUBLIC COMMENTS:

This amendment was legally advertised in the Laramie Boomerang on February 6, 2016. Staff has received no comments regarding this proposed amendment to the UDC.

FINDINGS OF FACT:

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

CONCLUSIONS OF LAW:

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

STAFF RECOMMENDATION:

Move to recommend that the City Council **approve** amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of allowing “Hotels and Motels” as a Permitted Use in the C2 District, allowing “Light industrial” as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B as shown in Attachment A.

ATTACHMENTS:

1. Proposed Ordinance

ORIGINAL ORDINANCE NO.: _____
ENROLLED ORDINANCE NO.: _____

INTRODUCED BY:

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF ALLOWING “HOTELS AND MOTELS” AS A PERMITTED USE IN THE C2 DISTRICT, ALLOWING “LIGHT INDUSTRIAL” AS PERMITTED USE IN THE I2 DISTRICT AND CORRECTING TYPOGRAPHICAL ERRORS IN LMC 15.10.010 AND 15.14.010.B.

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

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

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

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

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

WHEREAS, on December 7, 2014, the City Council Approved Enrolled Ordinance 1671 amending Chapter 15.06 (Procedures), Chapter 15.14 (Development Standards), Chapter 15.18 (Improvements), renaming the Design Review Process to Site Plan Review Process, and correcting typographical errors within Title 15;

WHEREAS, on October 6, 2015 the City Council approved Enrolled Ordinance No. 1690 amending the Use Table (Table 15.10-1);

WHEREAS, typographical errors consisting of incorrect cross-references have been found in LMC 15.10.010 and LMC 15.14.010.B and need correction; and

WHEREAS, the Laramie City Council held a public hearing on _____ to take and consider public comments;

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

Section 1. That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the C2 District: “Hotels and motels”;

Section 2. That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the I2 District: “Light industrial”;

Section 3. That LMC 15.10.010 be **amended** to read as follows: “LMC 15.10.000.E identifies separate Use Categories within Table 15.10-1. Each “Use Category” of Table 15.10-1 is hereby categorized into Use Levels as shown in Table ~~15.10-2~~**15.14-1**, Use Levels. Change of Use outside of the existing Use Level requires conformance with the development standards of this chapter as indicated in **LMC 15.14.010.B.4** ~~subsections a. and b. below.~~”;

Section 4. That LMC Table 15.14-1 shown in LMC 15.10.010 shall be **renamed** to “Table 15.10-2”;

Section 5. That LMC 15.14.010.B.4.a be **amended** to read as follows: “Change of Use within each use level as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall not require mandatory compliance with the development standards of chapter 15.14 this code. For example, a change of use from a Financial Institution (Level 6 - Financial Service) to a Clothing Store (Level 6 –Retail) shall not require compliance with the development standards of chapter 15.14 this code.”;

Section 6. That LMC 15.14.010.B.4.b be **amended** to read as follows: “Change of Use between adjacent levels as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Restaurant (Level 7 – Food and Beverage Services) shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages –internal landscaping, and site perimeter landscaping not adjacent to rights-of-way shall not be required.”;

Section 7. That LMC 15.14.010.B.4.c be **amended** to read as follows: “Change of Use differing by 2 or more levels as shown in Table ~~15.10-2 of subsection 15.10.010~~ **15.14-1** above shall require full compliance with the development standards of this code. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Wholesale Business (Level 8 - Wholesale Business) shall require full compliance with the development standards of this chapter, including but not limited to parking, landscaping, and screening.”; and

Section 8. That this ordinance shall become effective after its passage, approval and its publication.

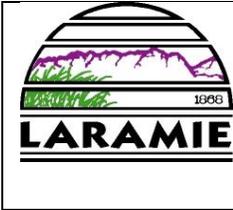
Passed and approved this _____ day of _____, 2016.

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

Attest: _____
Angie Johnson
City Clerk

First Reading: March 15, 2016
Public Hearing: April 4, 2016
Second Reading: April 4, 2016
Third Reading and Final Action: April 18, 2016

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



Agenda Item: Resolution

Title: Resolution 2016-_____, Approving a Project Agreement for the North Side Tank Design Project

Recommended Council MOTION:

“I move to approve Resolution No. 2016- ____ approving a Project Agreement with the Wyoming Water Development Commission funding the design of the Laramie North Side Tank Project and authorize the Mayor and City Clerk to sign said Resolution and Project Agreement.”

Administrative or Policy Goal:

Initiate design of the North Laramie Water Storage Project

Background:

The recently completed 2015 Water Master Plan identified the Laramie North Side Tank Project as the Number 1 priority of the study. The Laramie North Side Tank Project will result in the installation of two water storage tanks in the northern portions of the community. Conceptually one tank will be located to the northeast of the existing community and one tank would be located north of town along US 287. The project also includes the installation of approximately 20,000 feet of distribution system piping and other appurtenances necessary to make the new water storage tanks function according to the needs of the community.

City Council previously (September 3, 2013) approved an application for project funding to the Wyoming Water Development Commission (WWDC) to design and construct the north side tank project. Funding in the amount of \$1,200,000 was approved by the WWDC and has been held pending the outcome of the Water Master Plan. The funding as approved by the WWDC is in the form of a 67% grant (\$804,000) and a 33% loan (\$396,000) for the project.

The Project Agreement for the Laramie North Side Tank Project requires the adoption of a Resolution approving participation in the project, accepting the financing package, approving the debt to be incurred, and approving the repair and maintenance account.

Upon completion of the design of these improvements, we will apply to the WWDC for construction funding for this project. The total budget is currently estimated to be \$1,200,000; 10% of that budget is for design and engineering services while the remaining 90% is construction, right-of-way acquisition, and other project related elements. Construction is planned to begin in the summer of 2017.

Legal/Statutory Authority: NA

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Grants for Projects	\$804,000.00	WWDC
Loans on Project	\$396,000.00	WWDC @ 4%, 30-years
Total	\$1,200,000.00	

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$415,801.00	DOWL Fee
Loans on Project	\$804,000.00	WWDC Grant
Grants for Project	\$396,000.00	WWDC Loan
City's Amount		
Contingency	0%	\$0.00
Total Amount	\$415,801.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	\$1,200,000.00	WWDC Grant/Loan
Less Amount Spent to Date		
Remainder of Budget	\$1,200,000.00	Estimated project cost

Responsible Staff:

Earl Smith, P.E., Public Works Director

Attachments: Resolution
Project Agreement

PROJECT AGREEMENT
LARAMIE NORTH SIDE TANK PROJECT
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION, the agency authorized by law to enter into this Agreement [COMMISSION], and the CITY OF LARAMIE, Albany County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].
2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2014 Wyo. Sess. Laws, Ch. 100 authorizing the design, of the Laramie North Side Tank Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming water development account; and providing for an appropriation. The PROJECT consists of the following components:
 - (a) Design of pumping facilities, pipelines, storage tank; and
 - (b) Appurtenances necessary to make the PROJECT function in the manner intended.

The final plans and specifications as prepared by a registered professional engineer selected by the SPONSOR [SPONSOR'S ENGINEER] will further define the PROJECT components.

3. **Term of Agreement and Required Approvals.** This Agreement is effective upon the date of the last signature affixed hereto. This Agreement shall remain in effect until all provisions and conditions set forth herein, including the SPONSOR's repayment obligation, have been fully satisfied.

4. Special Provisions.

A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. 41-2-124 (a)(i), to the COMMISSION, a sum not to exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) which shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:

- (1) A grant to the SPONSOR of not more than EIGHT HUNDRED FOUR THOUSAND DOLLARS (\$804,000.00) or sixty-seven percent (67%) of the actual development costs, whichever is less.
- (2) A loan to the SPONSOR of not more than THREE HUNDRED NINETY-SIX THOUSAND DOLLARS (\$396,000.00) or thirty-three percent (33%) of the actual development costs, whichever is less, for a term of twenty (20) years at an annual interest rate of four percent (4%).

B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the City council approving participation in this PROJECT, accepting the financing package, approving the debt to be incurred, and approving the repair and maintenance account.

C. Prior to the release of any funds under this Agreement, the SPONSOR shall execute a promissory note, secured by a mortgage or security agreement and financing statement that encumbers, mortgages, warrants, grants, pledges and assigns to the COMMISSION: (1) the fee interest the SPONSOR presently holds or hereafter acquires in any facilities necessary for construction of the PROJECT under the terms of this Agreement or necessary for operation of the SPONSOR's water delivery system; and (2) all easements, rights-of-way, water rights and permits necessary for the construction and subsequent operation and maintenance of the SPONSOR's water delivery system, along with any other appropriate security instruments required by, and in form acceptable to, the Wyoming Attorney General's Office.

D. The COMMISSION understands that because of the nature of the PROJECT, funding may be required by the SPONSOR before some of the property pledged as security in the mortgage is identified, completed or acquired. Therefore, the COMMISSION has provided by this Agreement that said property may be acquired after the mortgage is executed so long as it becomes subject to the mortgage when it is acquired. The SPONSOR hereby agrees that any property identified in the mortgage shall become subject to the mortgage upon acquisition and hereby agrees to execute addenda to the mortgage, for property acquired after the mortgage described in Section 4.C. has been executed which mortgages, warrants, or grants to the COMMISSION the interest held in any after acquired property by the SPONSOR. The SPONSOR further agrees to acquire the right to use and possess all of the property identified and pledged in the mortgage and necessary for construction of any component of the PROJECT prior to advertising for bids for that component of the PROJECT. After final disbursement of PROJECT funds to the SPONSOR from the COMMISSION, the SPONSOR shall execute a final addendum, as provided or approved by the COMMISSION, to the mortgage providing an adequate legal description of all property pledged pursuant to this Agreement or the mortgage.

E. When PROJECT related benefits accrue to the SPONSOR, as determined solely by the COMMISSION, the term of the loan shall commence. The SPONSOR understands that the COMMISSION's determination of when benefits accrue may not coincide with the SPONSOR'S ENGINEER'S determination of substantial completion. As soon as possible thereafter the total amount of the loan shall be determined. The first loan payment will be due on December first immediately following the one year anniversary of the date benefits accrue. All subsequent payments will also be due on December first except the final (thirtieth) payment which will be due on the thirtieth anniversary of the date benefits accrue. Interest will be charged beginning with the date benefits accrue to the SPONSOR. Therefore the first loan payment will include an interest accrual period which is greater than one year which will make this first payment larger than any of the subsequent payments.

F. Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR will submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

G. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the final plans and specifications or authorized by approved change orders, to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER, to pay for consultants, permits, easements or land essential to construction of the PROJECT, and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT

expenses shall be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.

H. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:

- (1) Provide to the COMMISSION for prior examination of and concurrence with all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the contract documents.
- (2) Provide to the COMMISSION for examination and concurrence for all plans and specifications prepared and any bids received prior to bidding and award.
- (3) Require the SPONSOR'S ENGINEER to hold progress review meetings at the 10%, 50% and 90% levels of completion of the PROJECT plans.
- (4) Comply with all applicable State statutes regarding contractor retainage accounts.
- (5) Provide to the COMMISSION a summary of bids received.
- (6) Communicate to the COMMISSION all information on all aspects of the PROJECT and require that the SPONSOR'S ENGINEER submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
- (7) Provide to the COMMISSION for review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said examination shall include, but not be limited to, supervisory position assignments. Any changes to engineering or consulting firm personnel assigned to the PROJECT are subject to review by the COMMISSION.
- (8) Prior to incurring any cost increase to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contract.

I. The SPONSOR shall submit to the COMMISSION the plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the SPONSOR shall be informed in writing and the SPONSOR shall have a reasonable time within which to 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT. If the SPONSOR elects to terminate the PROJECT, the total amount of loan funds disbursed prior to termination shall be determined and the term of the loan shall commence.

J. Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall so inform the SPONSOR in writing, and the bidding process may be initiated. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

K. Prior to advertising the PROJECT for bids it will be necessary for the SPONSOR to acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless and until the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:

- (1) Right-of-way and option agreements;
- (2) Easements on public lands, if required;
- (3) Environmental assessments;
- (4) Section 401, Clean Water Act, Certification;
- (5) Section 404, Clean Water Act, Permit;
- (6) DEQ Permit to Construct;
- (7) Compliance with Governor's Executive Order 2011-5 Sage Grouse Core Population Area Strategy;
- (8) Final Plans and Specifications approval by State Engineer;
- (9) Incidental work required to prepare the PROJECT for construction; and
- (10) Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.

L. The SPONSOR shall not issue its advertisement for bids unless and until the COMMISSION has received the following:

- (1) An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
- (2) The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. 16-6-101 *et. seq.*, and to determine the lowest responsible bid.

M. The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.

N. Disbursement of funds shall be made on the basis of requests from the SPONSOR to the COMMISSION. Requests for the disbursement of funds shall be certified by the SPONSOR or its designated representative and accompanied by material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

O. Sixty-seven percent (67%) of each disbursement from the COMMISSION authorized under the terms of this Agreement shall be from grant funds

and thirty-three percent (33%) shall be from loan funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of eligible PROJECT costs and the final loan amount provided by the COMMISSION will not exceed thirty-three percent (33%) of eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.

P. The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before one year after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR agrees to submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.

Q. Contract specific retainages will be directed by the COMMISSION in accordance with Wyoming law. The COMMISSION at its discretion may approve reductions in the accumulated retainage as specified in individual contracts between the SPONSOR and its contractors when requested by the SPONSOR and recommended by the SPONSOR'S ENGINEER to the extent permitted by law. In any event, the balance of accumulated retainages will be released when final payment is made.

R. Disbursement of funds for final payment to a contractor shall be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.

S. The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.

T. Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the mortgage contemplated by this Agreement, for as long as there remains any balance thereof unpaid. The SPONSOR shall not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

U. The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2019, and shall have settled all claims and paid all PROJECT expenses by that date. No funds will be paid by the COMMISSION after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

V. The loan and grant are subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, restrictions on the sale of the PROJECT, and loan repayment:

- (1) There shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR'S Municipal, rural

domestic water supply use as determined by the COMMISSION in its sole and absolute discretion without written prior approval of the COMMISSION and approval of the State Engineer or Board of Control. If such a transaction is approved, the revenues generated by the lease, sale, assignment, or transfer of ownership of water from the PROJECT shall be utilized to retire principal on the loan described in Section 4.A.(2) of this Agreement. After that loan is paid in full the SPONSOR shall receive thirty-three percent (33%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than municipal, rural domestic water supply use and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.

(2) There shall be no lease, sale, assignment or transfer of ownership of the PROJECT until the loan described in Section 4.A.(2) of this Agreement is paid in full, and until prior written approval is obtained from the COMMISSION. If these conditions are met, the SPONSOR shall receive thirty-three percent (33%) and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.

(3) After the loan described in Section 4.A.(2) of this Agreement is paid in full, the SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A.(1) of this Agreement plus the interest that would have accrued on the grant amount in the water development account from the date the PROJECT was substantially completed as defined by the COMMISSION. The interest that would have accrued on the grant amount shall be established by the State Auditor.

W. If through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If this Agreement is terminated, the principal amount of the loan is set, and repayment shall begin on the first anniversary of the date of termination or continue as scheduled if repayment has already begun. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR, in addition to being required to repay the loan, shall be obligated to immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the water development account from the date of expenditure.

X. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Project Agreement.

5. General Provisions.

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

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

C. Audit/Access to Records. The COMMISSION and any of its representatives shall have access to any books, documents, papers, and records of the SPONSOR which are pertinent to this Agreement.

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

E. Compliance with Laws. The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.

F. Entirety of Agreement. This Agreement, consisting of ten (10) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

G. Indemnification. The SPONSOR shall release, indemnify, and hold harmless the State of Wyoming, the COMMISSION, their commissioners, officers, agents, employees, successors and assignees from any cause of action, or claims, charges or costs, including attorney's fees and expert witness fees, or demands of any sort arising out of, directly or indirectly, the SPONSOR's performance or failure to perform under this Agreement.

H. Independent Contractor. The SPONSOR shall function as an independent contractor for the purposes of this Agreement. No joint venture, partnership, employer/employee or principal/agent relationship between the parties hereto is created by this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION, or to incur any obligation of any kind on the behalf of the State of Wyoming or the COMMISSION.

I. Notice. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties either by regular mail or delivery in person.

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

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

L. Sovereign Immunity. The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions 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.

M. 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 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Sheridan Little, Chairman

Date

Todd Werbelow, Secretary

Date

ATTEST:

CITY OF LARAMIE

Dave Paulekas, Mayor

Date

ATTEST:

Angie Johnson, Clerk

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Samantha Caselli
Assistant Attorney General

Date

A RESOLUTION AUTHORIZING ACCEPTANCE OF WYOMING WATER DEVELOPMENT COMMISSION LEVEL III PROJECT FUNDING FOR THE LARAMIE NORTH SIDE TANK PROJECT FOR DESIGN AND CONSTRUCTION OF WATER STORAGE AND APPURTENANCES NECESSARY TO MAKE THE PROJECT FUNCTION IN THE MANNER INTENDED

WITNESSETH

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

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

WHEREAS, the Wyoming Water Development Commission program requires that certain criteria be met, as described in the Wyoming Water Development Commission rules and regulations governing the program, and as further set out in the Project Agreement; and

WHEREAS, the project will improve the water supply in north Laramie for current and future development; and

WHEREAS, the Laramie North Side Tank Project is the number one project identified in the 2015 Water Master Plan; and

WHEREAS, funding terms have been developed as specified in the Project Agreement for the purpose of designing the Laramie North Side Tank Project;

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

City of Laramie, that a grant in the amount of \$804,000,00 and a loan in the amount of \$396,000,00 be accepted from the Wyoming Water Development Commission to fund the design portion of the Laramie North Side Tank Project.

BE IT FURTHER RESOLVED, the Project Agreement for the Laramie North Side Tank be approved and the City Council approves the City's participation in the project, accepts the financing package, approves the debt to be incurred, and approves the repair and maintenance account.

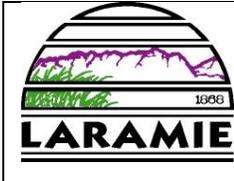
PASSED, APPROVED AND ADOPTED THIS 19th day of April, 2016.

David Paulekas
Mayor and President of the Laramie City Council

Attest

Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Professional Services Agreement

Title: Award Professional Services Agreement for the Laramie North Side Tank Project; Design Phase

Recommended Council MOTION:

"I move to award the Professional Services Agreement for the design of the Laramie North Side Tank Project to DOWL, of Laramie, WY, in the total amount of \$377,801.00 plus a contingency of \$37,780.00 for a total amount not to exceed \$415,581.00 and authorize the Mayor and Clerk to sign."

Administrative or Policy Goal:

To maintain City-wide Infrastructure Improvement Program and to improve service levels in certain portions of the community as identified in the Water Master Plan.

Background:

The FY 2015 budget includes funding to design the Laramie North Side Tank Project. The project is identified in the Water Master plan as the top priority of all improvements identified. The intent of the project is to design two treated water storage tanks in the northern portion of the community. One tank is conceptually located to the northeast of the existing community and one tank is to be located north of town along US 287. The project also includes all appurtenances necessary to make the project fully functional; these appurtenances include such elements as distribution system piping, valves, and pressure reducing stations.

As per the City's purchasing policies, a Request for Qualifications (RFQ) for this project was issued. Proposals from consulting firms were received on March 22, 2016. Six highly qualified firms responded to the RFQ:

- Burns and McDonnell
- Dowl
- JUB Engineers, Inc.
- KLJ
- Wenck Associates
- WWC Engineering, Inc.

On March 31, 2016, a selection committee made up of a representative of the WWDC and City staff members knowledgeable in the subject matter met, reviewed the proposals, and recommended four firms for further consideration. The firms of Burns and McDonnell, Dowl, Wenck, and WWC were invited to interview with the selection committee. Those interviews were conducted on April 7, 2016. Based upon the results of the interview process, the firm of DOWL, was recommended to be awarded the Laramie North Side Tank Design Project.

BUDGET/FISCAL INFORMATION:

This project is funded through a WWDC grant/loan in the amount of \$1,200,000 with 67% being a grant (\$804,000) and 33% being a loan (\$396,000). As per policy, the fee for DOWL was opened and they presented a proposed fee of \$377,801.00 for the base design services along with scope alternatives 2 (DWSRF Assistance), 3 (Phasing Options), and 4 (Steel Tank Coating Specification).

REVENUE

Source	Amount	Type
Grants	\$804,000.00	WWDC Grant
Loans	\$396,000.00	WWDC Loan
Total	\$1,200,000.00	

EXPENSE

Proposed Project Cost

Project Budget	Amount	Funds
Project Cost	\$377,801.00	As per fee proposal from RFQ process
City's Amount	\$377,801.00	Base scope of services plus alternates 2, 3, and 4
Contingency	10%	\$37,780.00
Total Amount	\$415,581.00	Total amount of proposed agreement

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	\$1,200,000.00	510-7025-461-79.00 Pg 333 of Capital Budget
Less Amount Spent to Date		
Remainder of Budget	\$1,200,000.00	

Responsible Staff:

Earl Smith P.E., Public Works Director

Attachments:

Professional Services Agreement

**AGREEMENT FOR
PROFESSIONAL ENGINEERING
SERVICES BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
DOWL**

1. Parties. This Agreement is made and entered into this 19th day of April, 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 82070 and DOWL, (hereinafter referred to as “Consultant”) whose address is 1575 N. 4th Street, Suite 105, Laramie, WY 82072.

2. Purpose of Contract. The Consultant shall provide professional engineering and other services to perform all operations described in the scope of work and supporting documents necessary to complete the Preliminary and Final Design of the Laramie North Side Tank Project along with Scope Alterations 2, 3, and 4, as provided in the Consultant’s proposal titled “Statement of Qualifications, Laramie North Side Tank Project, Phase I Design Services” dated March 22, 2016.

3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from the date of execution through the completion of the work as described in Attachment A, unless otherwise terminated or extended as outlined herein. A critical milestone of the project is to have a 50% level Opinion of Probable Construction Costs (OPCC) complete by September 28, 2016. Final completion of all preliminary and final design work shall be no later than May 19, 2017.

4. Payment.

A. Contract Sum.

(i). City agrees to pay the Consultant for the services described herein and in Attachment A. The Consultant shall provide services in Attachment A for the total projected fee not to exceed the amount of Three Hundred Seventy Seven Thousand Eight Hundred One and 00/100 Dollars (\$377,801.00). Budgets listed in Attachment A for the identified tasks are not transferrable without prior authorization. No payment shall be made for work performed prior to the date upon which the last required signature is affixed to this Contract or the date of the Consultant's receipt of a Notice to Proceed, whichever occurs later.

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

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

(iv). The Consultant may submit monthly invoices for payment based on the work completed as outlined in Attachment A. Monthly invoices for services associated with Additional Services shall have written authorization from the City before proceeding with any additional services. Payments shall be made pursuant to Wyo. Stat. §16-6-602. Payments made beyond forty-five (45) days after invoice will include interest at the legal rate for the State of Wyoming for such period beyond thirty (30) days. Any fees for services must be performed prior to the submission of the invoice. No advance payment for services may be requested.

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

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

5. Responsibilities of Consultant.

A. General Services.

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

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

terms of this Contract, and to assume toward the Consultant all obligations and responsibilities which the Consultant, by this Contract, assumes toward City.

(iii). The Consultant shall consult, to the extent required by City, with authorized employees, agents and/or representatives of City relative to the Laramie North Side Tank Project and completion of the project in Attachment A.

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

(v). The Consultant shall assist City in fulfilling requirements and contingencies set forth or required by appropriate authorities and agencies whose interest bears on the professional engineering and other services to perform all operations necessary to complete the preliminary and final design, along with scope alterations 2, 3, and 4, for the Laramie North Side Tank Project as outlined in Attachment A. Appropriate authorities and agencies shall mean any private, local, municipal, county, state, region or federal authority or agency with which each of the projects may be involved. This term is intended to include those agencies and authorities, which may require information or the filing of plans, specifications, or other documentation or verifications in connection with the project in Attachment A on either a voluntary or non-voluntary basis.

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

(vii). The Consultant shall provide professional engineering and other services to complete Laramie North Side Tank Project as outlined in Attachment A; services will include professional engineering and other services to complete design, along with scope alterations.

(viii). Extra Services of Consultant. When authorized in advance by means of a written change order, pursuant to the amendment provision of this Contract contained in Paragraph 8(A), shall be paid for by City, as provided within Paragraph 4 (B), for the project scope of services as provided in Attachment A.

6. Responsibilities of City.

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

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

the Consultant's services.

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

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

7. **Special Provisions.**

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

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

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

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

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

E. **Nondiscrimination.** The Consultant shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (hereinafter referred to as "ADA"), 42 U.S.C. 12101, et seq. The Consultant shall assure that no person is discriminated against

based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract. The Consultant shall include the provisions of this section in every subcontract awarded in excess of ten thousand dollars (\$10,000) so that such provisions are binding on each subcontractor.

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

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

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

8. General Provisions.

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

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

C. Applicable Law/Venue. The construction, interpretation and

enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

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

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

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

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

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

I. Entirety of Contract. This Contract, consisting of fourteen (14), pages, together with Attachment A, which is entitled Supplemental Information & Scope of Services, Laramie North Side Tank Project consisting of sixteen (16) pages, and includes all material as outlined in the Request for Qualifications dated February, 2016 and amendments, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral, unless otherwise terminated or extended as outlined herein.

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

standards governing the Consultant's profession.

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

L. Indemnification.

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

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

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

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

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

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

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

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

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

(ii) The Consultant's project representative is Lynn Hill, P.E., LSIT, Project Manager, 1575 N. 4th Street, Suite 105, Laramie, WY 82072, telephone number: (307) 742-3816, and email: lhill@dowl.com

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

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

(i). Comprehensive General Liability. The Consultant shall have and maintain comprehensive general liability insurance coverage during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and

explosion (XCU) and products and completed operations in an amount not less than one million each occurrence and one million dollars (\$1,000,000.00) in the general aggregate.

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

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

(iv). **Business Automobile Liability.** The Consultant shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

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

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

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

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

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

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

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

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

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

W. Taxes. The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

X. Termination of Contract.

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

(ii). In event of termination, all finished or unfinished design development and construction documents, data, studies, surveys, drawings, maps, models,

photographs, and reports prepared by the Consultant shall be immediately surrendered to City.

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

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

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

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

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

BB. Americans with Disabilities Act. Contractor shall not discriminate

against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any properly promulgated rules and regulations related thereto.

CC. Warranty. The Consultant warrants the following:

- (i). has the ability to perform the agreed services;
- (ii). shall provide suitable resources to perform work in accordance with agreed services;
- (iii). will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided;
- (iv). shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and
- (v). is responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by the Consultant under this Contract.

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

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

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

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

HH. Waiver. The waiver of any breach of any term or condition in this

Contract shall not be deemed a waiver of any prior or subsequent breach.

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

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

CITY OF LARAMIE, WYOMING:

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

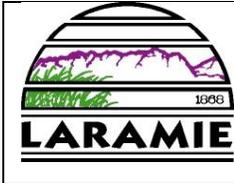
Attest: _____
Angie Johnson
City Clerk

CONSULTANT: DOWL

By: _____

Title _____

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Original Ordinance - 3rd Reading

Title: Original Ordinance No. 1939 annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street (Applicant: Turning Leaf Realty)

Recommended Council MOTION:

Move to approve Original Ordinance No. 1939 on third and final reading, annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law and authorize the Mayor and Clerk to sign the Ordinance.

Administrative or Policy Goal:

The Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2) shows the area as Auto Urban Commercial and Agriculture. Two companion requests, (Z-15-07) proposes the establishment of B2 (Business) District zoning for the area and a Comprehensive Plan Amendment that will re-designate the Agriculture designated area to Auto Urban Commercial. The Comprehensive Plan's Urban Growth Area (Map 7.2) shows this property within the Urban Growth Area. Annexation of the area will be in conformance with the Comprehensive Plan FLU Map and Urban Growth Area Map and other elements.

Background:

This application is part one of a three-part application package:

1. Annexation (A-15-01) **(This Item)**
2. Comprehensive Plan Amendment (CPA-16-01)
3. Zoning Amendment (Z-15-07)

This ordinance annexes property approximately 93 acres in size on the northeast corner of I-80 and Curtis Street. The area is currently under review and consideration for an amendment of Laramie Comprehensive Plan (2007) to designate the entire lot Auto-Urban Commercial (AUC) within the Comprehensive Plan's Future Land Use Map (Map 3.2). The area is also being considered to establish the zoning designation of B2 (Business) to coincide with the surrounding area and uses.

The related zoning amendment and Comprehensive Plan Amendment are also on this agenda.

The Laramie Planning Commission unanimously recommended approval of the annexation at their February 8, 2016 meeting (5 yes, 0 no, 2 absent).

The Laramie City Council approved (8 yes, 1 no, 0 absent) on 1st Reading the annexation request at their March 1, 2016 meeting.

The Laramie City Council held a public hearing on April 12, 2016

The Laramie City Council approved (9 yes, 0 no, 0 absent) on 2nd Reading the annexation request at their April 5, 2016 meeting.

Legal/Statutory Authority:

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Comprehensive Plan Amendment Approval Criteria LMC § 15.06.060.e.X.4.(i).(2)
- Wyoming State Statutes Title 15 Article 1 Section 502
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan 2007
- Major Street Plan

BUDGET/FISCAL INFORMATION:**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$0.00	Application Fee (Pursuant to Resolution No. 2010-44 adopted May 18, 2010; no fees are required for Annexation Applications)
Grants for Projects		
Loans on Project		
Other		
Total	\$0.00	

Responsible Staff:

Randy Hunt, AICP, Community
Development Director, 721-5288

Derek T. Teini, AICP, Principal Planner,
721-5245

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	April 12, 2016
Pub. Hearing Advertised	March 19, 2016 March 26, 2016
Introduction/1 st Reading	March 1, 2016
2 nd Reading	April 5, 2016
3 rd Reading	April 19, 2016

Attachments:

Annexation Ordinance
Planning Commission Staff Report dated February 8, 2016
Signature Documentation

ORIGINAL ORDINANCE NO.: 1939
ENROLLED ORDINANCE NO.:

INTRODUCED BY: SUMMERVILLE

AN ORDINANCE APPROVING AND AUTHORIZING THE ANNEXATION OF APPROXIMATELY 93 ACRES OF PROPERTY LOCATED IN UNINCORPORATED ALBANY COUNTY, GENERALLY LOCATED ON THE NORTHEAST CORNER OF INTERSTATE 80 AND CURTIS STREET INTO THE BOUNDARIES OF THE CITY OF LARAMIE, WYOMING

WHEREAS, on December 21, 2015 Turning Leaf Realty (Kristen Peterson) and owners Wyoming Central Land and Improvement Company (Amy King) and Albany County, filed with the City a petition for Annexation of property more specifically described in Section 2 of this Ordinance; and

WHEREAS, on February 8, 2016, the City Planning Commission reviewed the area to be annexed and by a majority vote of its members recommended the annexation of the Annexation Area to City and the establishment of B2 (Business) District for the Annexation Area;

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. § 15-1-405 was published in the *Laramie Boomerang* on March 19, 2016 and March 26, 2016;

WHEREAS, a public hearing was held on April 12, 2016 which notice shall be given at least fifteen (15) business days prior to the public hearing in compliance with Wyo. Stat. § 15-1-405.

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

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

Section 2. That the Annexation Area consists of property more particularly described below:

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 29 being an iron pipe found;

Thence along the North line of said Section 29, South 89°57'09" East, a distance of 1,573.14 feet and basis of bearings for this description;

Thence South 00°06'51" East, a distance of 1,459.26 feet along the West line of a parcel of land described in Warranty Deed from American National Bank, N.A., Trustee of the Howard T. Carroll Trust dated December 29, 1976, as amended, to 9H Ranch LLC, a Wyoming Limited Liability Company recorded October 19, 2007 as Document No. 2007 8178 to the Northwest

corner of the Plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence North $89^{\circ}50'43''$ East, a distance of 10.00 feet along the North line of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944 to a point on the Corporate Limits of the City of Laramie, Wyoming as shown on the plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence South $00^{\circ}09'17''$ East, a distance of 1119.46 feet along said Corporate Limits of the City of Laramie, Wyoming, to a point on the South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334;

Thence South $74^{\circ}24'43''$ West, a distance of 11.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;

Thence continuing along said curve to the left, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of $79^{\circ}30'29''$, an arc distance of 111.46 feet, (chord bearing South $34^{\circ}39'29''$ West, a distance of 102.73 feet) to a point on a curve to the right, having a radius of 530.00 feet;

Thence continuing along said curve to the right, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of $04^{\circ}26'14''$, an arc distance of 41.04 feet (chord bearing South $02^{\circ}52'39''$ West, a distance of 41.03 feet);

Thence South $00^{\circ}39'29''$ East, a distance of 62.44 feet along the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on the North right-of-way of a State of Wyoming Highway;

Thence North $80^{\circ}18'15''$ West, a distance of 505.10 feet along said highway right-of-way, to a right-of-way monument;

Thence North $76^{\circ}12'08''$ West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet,

Thence continuing along said curve to the right, through a central angle of $42^{\circ}45'32''$, an arc length of 787.33 feet (chord bearing North $46^{\circ}42'00''$ West, a distance of 769.18 feet) to a point on the West line of said Section 29;

Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.

Said parcel contains 93.18 acres, more or less.

Section 3. That the foregoing described property contains approximately 93.18 acres more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all improvements thereon, as shown in Attachment A.

Section 4. All previous ordinances defining the boundaries of the said City, Wyoming shall be and the same are hereby amended to include the area as herein described; and all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of any inconsistency.

Section 5. That the municipal election precinct designated as follows shall be changed so as to include the Annexation Area within its boundaries:

Albany County Voting Precinct 45-1, City Council Ward 1

Section 6. City assumes no obligation, without the express consent of City Council, for the construction of such improvements and facilities as may be required by City for the extension of franchise, sanitary, and utility services as are required to be extended pursuant to Wyo. Stat. 15-1-410, or for the construction of streets, curb and gutter, sidewalk, storm sewer, or water mains.

Section 7. That the annexation of the Annexation Area, filing with the Albany County Clerk. The Mayor and Clerk are authorized and directed to record partial releases with the Albany County Clerk against each lot with a recorded annexation agreement within the Annexation Area once the annexation is effective and the appeal period has expired, or when the annexation ordinance is sustained after an appeal.

Passed and approved this _____ day of _____, 2016.

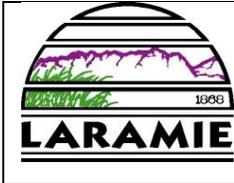
David A. Paulekas, Mayor and President of the
City Council

Attest: _____
Angie Johnson, City Clerk

First Reading: March 1, 2016
Public Hearing: March 22, 2016
Second Reading: April 5, 2016
Third Reading and Final Action: April 19, 2016

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

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Original Ordinance - 3rd Reading

Title: Original Ordinance No. 1939 annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street (Applicant: Turning Leaf Realty)

Recommended Council MOTION:

Move to approve Original Ordinance No. 1939 on third and final reading, annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law and authorize the Mayor and Clerk to sign the Ordinance.

Administrative or Policy Goal:

The Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2) shows the area as Auto Urban Commercial and Agriculture. Two companion requests, (Z-15-07) proposes the establishment of B2 (Business) District zoning for the area and a Comprehensive Plan Amendment that will re-designate the Agriculture designated area to Auto Urban Commercial. The Comprehensive Plan's Urban Growth Area (Map 7.2) shows this property within the Urban Growth Area. Annexation of the area will be in conformance with the Comprehensive Plan FLU Map and Urban Growth Area Map and other elements.

Background:

This application is part one of a three-part application package:

1. Annexation (A-15-01) **(This Item)**
2. Comprehensive Plan Amendment (CPA-16-01)
3. Zoning Amendment (Z-15-07)

This ordinance annexes property approximately 93 acres in size on the northeast corner of I-80 and Curtis Street. The area is currently under review and consideration for an amendment of Laramie Comprehensive Plan (2007) to designate the entire lot Auto-Urban Commercial (AUC) within the Comprehensive Plan's Future Land Use Map (Map 3.2). The area is also being considered to establish the zoning designation of B2 (Business) to coincide with the surrounding area and uses.

The related zoning amendment and Comprehensive Plan Amendment are also on this agenda.

The Laramie Planning Commission unanimously recommended approval of the annexation at their February 8, 2016 meeting (5 yes, 0 no, 2 absent).

The Laramie City Council approved (8 yes, 1 no, 0 absent) on 1st Reading the annexation request at their March 1, 2016 meeting.

The Laramie City Council held a public hearing on April 12, 2016

The Laramie City Council approved (9 yes, 0 no, 0 absent) on 2nd Reading the annexation request at their April 5, 2016 meeting.

Legal/Statutory Authority:

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Comprehensive Plan Amendment Approval Criteria LMC § 15.06.060.e.X.4.(i).(2)
- Wyoming State Statutes Title 15 Article 1 Section 502
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan 2007
- Major Street Plan

BUDGET/FISCAL INFORMATION:**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$0.00	Application Fee (Pursuant to Resolution No. 2010-44 adopted May 18, 2010; no fees are required for Annexation Applications)
Grants for Projects		
Loans on Project		
Other		
Total	\$0.00	

Responsible Staff:

Randy Hunt, AICP, Community
Development Director, 721-5288

Derek T. Teini, AICP, Principal Planner,
721-5245

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	April 12, 2016
Pub. Hearing Advertised	March 19, 2016 March 26, 2016
Introduction/1 st Reading	March 1, 2016
2 nd Reading	April 5, 2016
3 rd Reading	April 19, 2016

Attachments:

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corner of the Plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

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Passed and approved this _____ day of _____, 2016.

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

Attest: _____
Angie Johnson, City Clerk

First Reading: March 1, 2016
Public Hearing: March 22, 2016
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Third Reading and Final Action: April 19, 2016

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

**ANNEXATION MAP FOR
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC**

SEC. 29, T16N, R73W, 6TH P.M.
ALBANY COUNTY, WYOMING



VICINITY MAP -
SECTION 29, T.16N., R.73W., 6th P.M.,
ALBANY COUNTY, WYOMING

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:

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Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.

Said parcel contains 93.18 acres, more or less.

Project: 2142.00
Drawing: 2142.00/ANEX
Drawn By: MAL
Date: 12/17/15

Revised By: PER/DREK/TEINI
Date: 1/18/16
Check By: DRC

ANNEXATION MAP FOR
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC

APPLICANT
KRISTEN PETERSON
TURNING LEAF REALTY
208 E. GARFIELD SUITE 202
LARAMIE, WY 82070

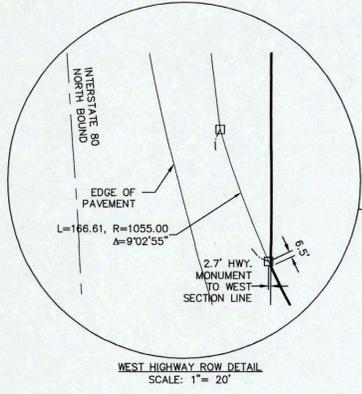
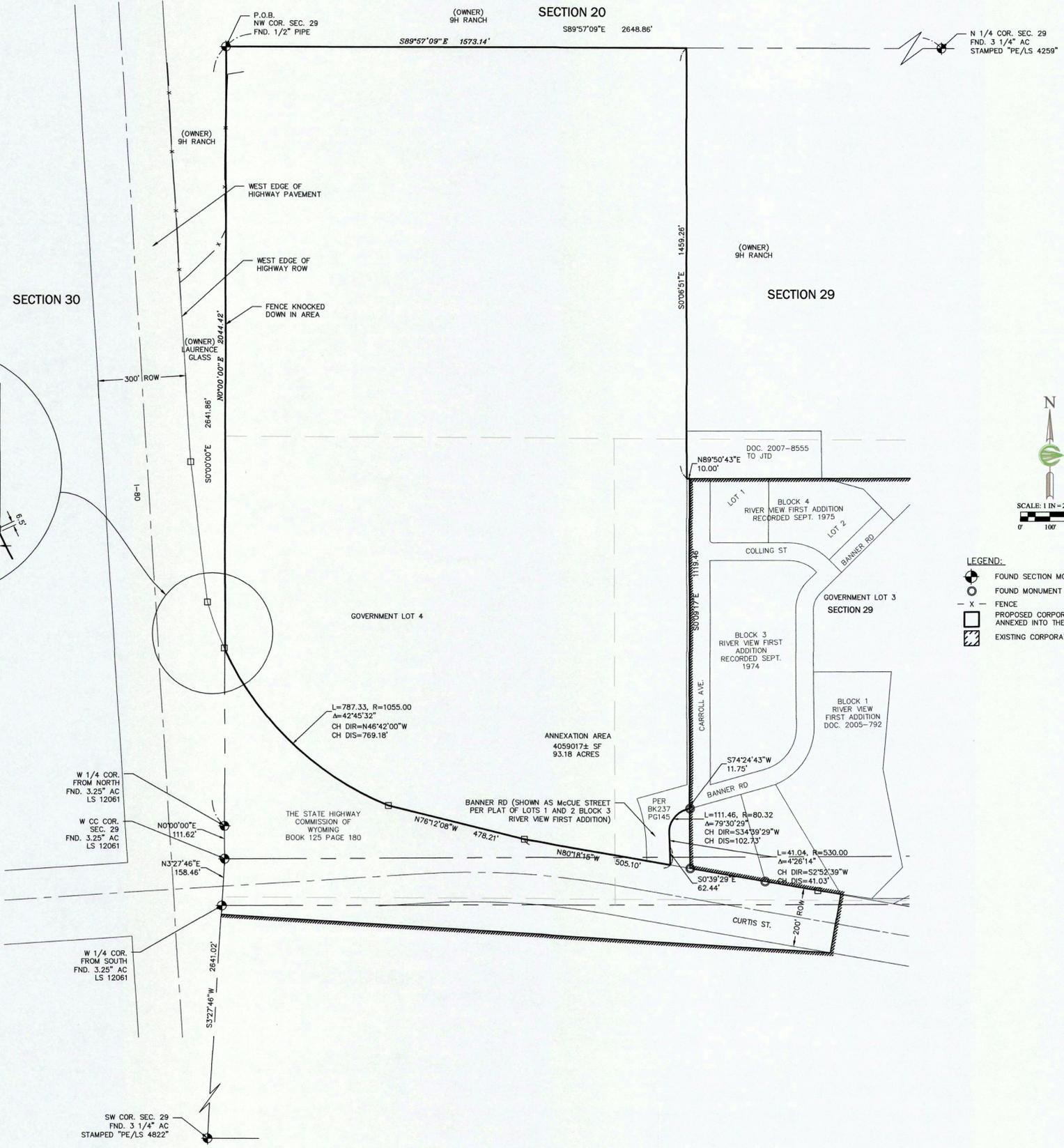
OWNER
WYOMING CENTRAL LAND AND
IMPROVEMENT COMPANY
ATTN: AMY K. MULLAMSON
1221 CANBY ST.
P.O. BOX 601
LARAMIE, WY 82070

SURVEYOR
COFFEY ENGINEERING & SURVEYING, LLC
902 SOUTH 3RD STREET
LARAMIE, WY 82070
(307)-742-7425

NOTE:
1. THE LAND IS CURRENTLY ZONED COUNTY AGRICULTURE. UPON ANNEXATION THE PROPOSED ZONE WOULD BE B2 - GENERAL BUSINESS.

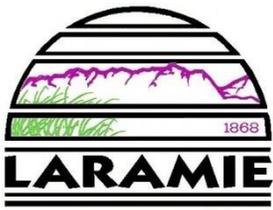
CERTIFICATE OF SURVEYOR:

I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.



- LEGEND:**
- FOUND SECTION MONUMENT - AS DESCRIBED
 - FOUND MONUMENT - AS DESCRIBED
 - PROPOSED CORPORATE LIMITS TO BE ANNEXED INTO THE CITY
 - EXISTING CORPORATE LIMITS





City of Laramie

Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5250
Planning: (307) 721-5207
Fax: (307) 721-5248

LARAMIE PLANNING COMMISSION FEBRUARY 8, 2016 STAFF REPORT

FILE: A-15-01: Annexation: Northeast corner of I-80 and Curtis Street

REQUEST: Annexation of an area approximately 93 acres in size

LOCATION: Generally located on the northeast corner of I-80 and Curtis Street

APPLICANT(S)/AGENT: Turning Leaf Realty (Kristen Peterson)

OWNER: Wyoming Central Land and Improvement Company (Amy King Williamson)/Albany County

PURPOSE: Future zoning and development of Love's Travel Stop

CURRENT ZONING: County Rural Residential [Proposed B2 (Business) District]

PREPARED BY: Derek T. Teini, AICP, Principal Planner

RECOMMENDED MOTION:

Move to recommend **approval** to the City Council of the annexation of an approximate 93 acre area of land generally located on the northeast corner of I-80 and Curtis Street, based on findings of fact and conclusions of law.

APPLICABLE CITY CODE SECTION(S):

Laramie Comprehensive Plan
Laramie Municipal Code Title 15, Unified Development Code

Wyoming State Statutes Title 15 Cities and Towns, Article 4 Annexation
Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning

BACKGROUND:

This request would result in the annexation of an area of approximately 93 acres in size which is generally located on the northeast corner of I-80 and Curtis Street.

This project coincides with a proposed Comprehensive Plan Amendment (CPA-16-01) for the Future Land Use Plan, Map 3.2 of the 2007 Laramie Comprehensive Plan. The proposed amendment is for the northern portion of this site to be designated as AUC (Auto-Urban Commercial) within the Future

Land Use Plan. Currently, only the southern portion of this site has been designated by the Future Land Use Plan, and is designated as AUC (Auto-Urban Commercial).

A related zoning application (Z-15-07) requesting establishment of B2 (Business) District for the annexation area has also been submitted and will be reviewed concurrently with this annexation.

PROJECT DESIGN ANALYSIS:

Water and Sewer Service

The annexed property will be served by City water and sewer upon annexation and development of the site. Both water and sewer services exist within Banner Road and Carroll Drive directly adjacent and east of the site. Depending upon the location of the development, limited infrastructure improvements may be needed. The applicant will be responsible for any infrastructure improvements (service lines) to bring City services to the site. Services and lines have been identified in the annexation report and the City Engineering Division has returned with no comments.

Fire and Police Protection

The annexed property will be served by the City Fire Department. Currently this area is served by the City Fire Department through an agreement with the County. The Police Department does not provide service to the area at this time but does provide service to adjacent properties. Annexation would bring the annexed area within the City Police Department jurisdiction. It should be noted that annexation of County owned property is right-of-way for Banner Road. It was noted that annexation of this part of the road is potentially important for future development and access to this property, but also alleviates jurisdictional issues related to the police and sheriff's office when responding to calls on Banner Road. This annexation will assist in clearing this issue up.

Public and Private Infrastructure Improvements

The Annexation Report contains estimated costs to provide public utilities, City-standard streets, and other required infrastructure improvements to serve the property. These have been reviewed and determined to be appropriate by staff. Final review of any costs will be determined concurrently with review by staff of either the site plan, plats or other relevant applications.

Franchise utilities have been contacted regarding this project and are noted within the Annexation Report provided by the applicant. None have expressed concern regarding the proposal. The petitioner does not include private infrastructure estimates (electric, cable, etc.), except to state that they will be provided to the development at their connection fee rates.

ANNEXATION COST-BENEFITS ANALYSIS:

The applicant has provided staff with an annexation report detailing estimated costs for public sector improvements along with annual fee and service costs for water and sewer placement. The area proposed for annexation is ultimately intended to be developed with a Love's Travel Center within the next year to year and a half. It is possible other development may occur on the site; however, that has not been considered related to this Annexation. The current estimates provided by the applicant's consultant have been reviewed and deemed adequate by the relevant City departments.

Development plans may result in additional costs and/or benefits for the City; if so, they will be reviewed through the platting and building permit processes.

Building Permit / Development Revenue

There will be no immediate building permit and site plan application revenue for the area proposed for annexation. However, submittal and approval of a Site Plan application would allow for the development of a Love's Travel Center. The Site Plan application will generate revenue in the amount of \$420.00 related to the application fee. In addition, assuming the construction of a Travel Center and an estimated cost for the development at 8.5 Million dollars, \$32,983.75 of revenue would be generated from building permits and \$20,895.69 from Plan Review Fees. In total, \$54,299.44 would be collected as onetime fees for this project at current rates. This figure may vary if rates change during the overall buildout time frame or if the cost to construct the development varies. Finally, this development will result in an increase in tax revenue generated, with exact amounts dependent on increased traffic and customers using the development, as well as tax rates and levies.

Water and Sewer Service and Delivery

Buildout of the proposed development and any other future commercial development associated with this annexation would result in an increase in revenue generated by City utility tap fees, as well as water meters for the development, with exact amounts and timing dependent on the timetable for development. Each development located with the annexed area may require different needs associated with water service, depending upon the use or future uses. Considering just the potential Love's Travel Center, the revenue generated from the water meter could range from \$1,938.74 for a 2 inch tap up to \$7,776.36 for a 3 inch tap. In addition Plant Investment fees related to Water and Sewer Service will range as detailed below:

Size	Water	Sewer
2 inch	\$16,112.00	\$14,992.00
3 inch	\$30,210.00	\$28,110.00
4 inch	\$50,350.00	\$46,850.00

These figures may vary if rates change during the overall buildout time frame, if different sized lines are needed or if additional development is considered.

Water and sewer delivery rates are primarily based on water usage. Estimated income from water service at this time would be based on the development of a commercial development, specifically a Travel Center. Upon connection water delivery revenue would be based on the base rate of \$93.60 (2" line) plus average water usage income of \$3.73 per water-unit for water service. Similar uses use about 220 units of water per month. Based on these numbers, the development would generate \$914.20 per month and \$10,970.40 per year.

Sewer service will also be provided to the annexation area. Regarding sewer service, a flat rate monthly sewer fee of \$43.96 (2" line) is collected monthly and a user fee calculated at a

price of \$4.14 per sewer-unit is also collected. Based on these estimates, one travel center using on average 220 sewer-units per month, this proposal could generate \$954.76 per month and \$11,457.12 per year at current rates.

Solid Waste

Solid waste collection and disposal services will be available to the property. The current annexation will not by itself exceed the current landfill capacity, however the city continues to monitor the need for additional cells and space at all times. For all commercial sites the property owner can either request private service or city service. In the event private service is requested no revenue nor cost will be generated for the City, except for fees paid by the private hauler. In the event City trash services are requested, fees are determined by the size of container and number of times pick-ups per week. Solid waste revenue can vary greatly for commercial developments, ranging from \$62.75 for pick-up of one two yard container once a week up to \$642.99 for pick-up of one six yard container six times a week per month. This figure may vary if rates change during the overall buildout time frame or if additional containers are needed to serve the site.

Mosquito Control

Each single-family development in the annexation area will be charged \$2.57 monthly / \$30.84 annually for this service. Based on one anticipated commercial development, at a price of \$53.97 annually, \$53.97 will be generated at current rates. This figure may vary if rates change during the overall buildout time frame or if additional development occurs.

Park In Lieu Fee

No Park In-Lieu Fees will apply to this site due to the fact it is not a residential development. Only residential subdivisions require park land dedication or Park In-Lieu Fee payments based upon the number of units proposed.

Emergency Response Services (Police, Fire, Medical)

The City will provide police patrol, fire suppression, fire prevention, emergency medical services, and full city response (2 pumpers, platform, ambulance, and command vehicle) to the development. Funding for these services comes as a percentage of the City's general fund, and additional revenue from sources such as: contracts with the rural fire districts, intergovernmental agreements (IGAs) with neighboring communities, contracts with area hospitals, and grants. It is not feasible to project costs with any certainty, since services are provided on demand. The relevant departments have indicated that they expect to provide City-mandated services within anticipated budget parameters.

Snow Removal

This annexation is located adjacent to both Curtis Street which is a Minor Arterial and Banner Road & Carroll Drive which is a Collector street. Presently, the Public Works Department provides for snow removal on Curtis Street, however does not perform snow removal on Banner Road & Carroll Drive, even though they are a Collector, due to the limited traffic needs on these two roads.

According to the Public Works Department, snow removal occurs on Major Streets (Minor Arterials and Collectors) and will only occur on local streets and cul-de-sacs when they are

impassable. Local Streets and cul-de-sacs are the lowest priority during major snow events and costs are unpredictable. At this time there are minimal anticipated costs to the City for snow removal when it is needed along Banner Road & Carroll Drive as the area develops.

Infrastructure Improvements

No direct cost to the City will be incurred for construction of infrastructure such as sewer and water lines, roads, sidewalks, curb, gutter and detention ponds in conjunction with this annexation. The applicant will be responsible for these development improvements, which are estimated at \$147,650.

Infrastructure for this site will come under maintenance and ownership of the City once the improvements have been approved and accepted.

Property Taxes

Based on Albany County Assessor information provided by the applicant, the property is currently assessed a Mill Levy of \$0.068 per \$1,000 of assessed property value. The applicant has not indicated the current property valuation for the 92-acre site or a proposed valuation after development.

At the current undeveloped county rate, the taxes collected on this property would total \$589.97 per year with the property being valued at around \$91,000.00. Immediately following annexation, at the current undeveloped city rate, the taxes collected on this property would total \$2660.00 per year with the property being valued at around \$3.5 Million.

Finally, using assessed values based upon similar properties in the area such as the Pilot (11 acres, assessed at \$2.2 Million) and Petro (40 acres, assessed at \$4.1 Million) the property to be annexed is estimated to be assessed at a value of \$7 Million. Using this valuation it is estimated that a total of \$48,545 would be collected for the community (73 Mills) and of the total amount, \$5,320.00 going back directly to the City of Laramie (8 Mills).

Summary

In summary, this annexation may result in annual revenue to the City of approximately \$2,675.93 to \$30,197.37, based on sewer and water service, solid waste service and mosquito control and depending upon the sizes of water and sewer service and trash handling needs. Annual property tax revenue generated by the development of the annexed property based on the approved preliminary plat will provide an additional \$5,320.00 in direct revenue. In addition to the revenue generated, a total of \$147,650 in estimated infrastructure improvements will be invested in conjunction with the proposed development associated with this annexation, as well as \$53,879.99 in one-time building permit fees, and anywhere from \$31,104 to \$97,200 in water and sewer service connection fees depending upon the sizes needed for the site.

Based on these numbers, the total annual revenue generated would be approximately \$241,048.93 to \$334,666.37 altogether at buildout. Revenue and cost would be allocated among the various applicable City Enterprise and general funds, as defined by code.

PUBLIC COMMENTS:

Public notice of the request was provided by mail to property owners within 300' of the property on January 20, 2016 and legally advertised in the Laramie Boomerang on January 23, 2016. To date, staff has received two public comments related to this item. One comment was neutral in nature and was directly related to possible impacts the annexation may have on his future use of the property, and the second was neutral in nature and mostly consisted of an inquiry into the project for a nearby property owner.

ANNEXATION -STATUTORILY REQUIRED FINDINGS:

W.S. 15-1-402(a) - 15-1-402(e) requires that before any territory is eligible for annexation, the governing body of any city or town shall make the following findings:

Required Findings:

1. An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;
2. The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;
3. The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;
4. The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;
5. The city's governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and
6. The city, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has been sent by certified mail to all landowners and affected public utilities within the territory, a summary of the proposed annexation report as required under subsection (c) of this section and a notice of the time, date, and location of the public hearing required by W.S. 15-1-405(a).
7. Contiguity will not be adversely affected by the existence of the platted street or alley, a public or private right-of-way, a public or private transportation right-of-way, a lake, stream, reservoir or other natural or artificial waterway located between the annexing city or town and the land sought to be annexed.
8. The annexing municipality shall prepare a proposed annexation report as specified by W.S. 15-1-402(c) (i-vi).
9. The city shall prepare for each landowner and affected public utility, requesting in writing, the estimated cost of infrastructure improvements required of the landowner and affected public utility related to the annexation. The request shall be made to the city or town clerk not less than ten (10) days prior to the public hearing required by W.S. 15-1-405(a).

The statutorily required findings can be affirmed and the property and the petition for annexation substantially comply with the requirements set forth in Wyoming Statutes. Responses justifying the required findings are found in the Project Design Analysis and Annexation Cost-Benefits Analysis of this staff report and the annexation report provided by the petitioner.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Findings of Fact:

- The application complies with Wyoming State Statutes Title 15 Cities and Towns, Article 4 Annexation
- The application complies with the requirements of Laramie Municipal Code, Title 15
- Approval of this petition will add approximately 93 acres to the corporate limits of the City of Laramie.
- No new County properties are being brought within ½ mile of the City limits as a result of this annexation.

Conclusions of Law:

- The annexation is being processed pursuant to Wyoming State Statutes Title 15 Cities and Towns, Article 4 Annexation
- Establishing City zoning for the property is consistent with the urban growth goals of the comprehensive plan.

ALTERNATIVES:

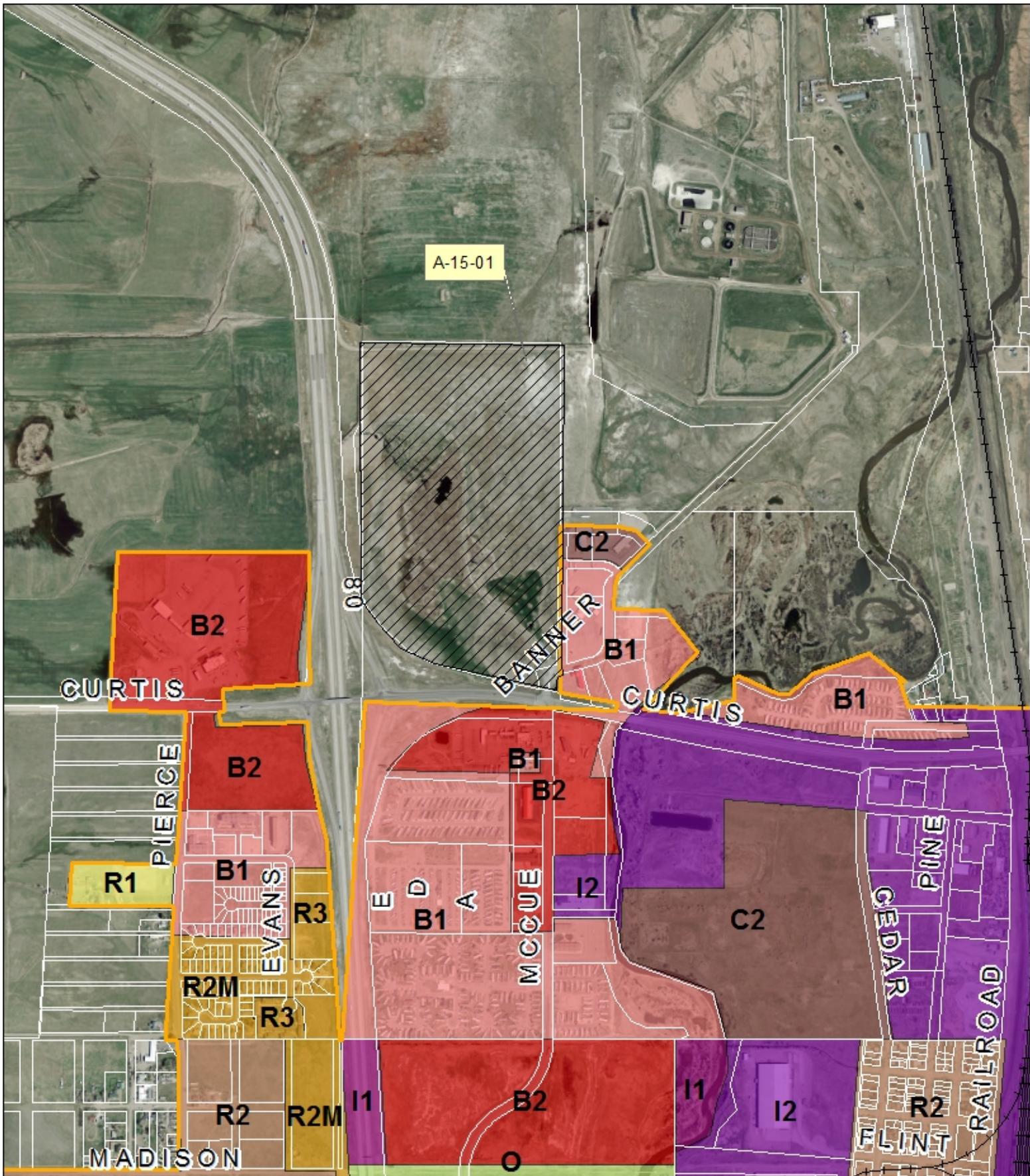
1. Approve the project as recommended by staff, based on findings of fact and conclusion of law, (staff's recommendation).
2. Approve the project with other modifications, based on findings of fact and conclusion of law.
3. Deny the project based on findings of denial. Since staff recommends approval, the Planning Commission must conclude that the entire project does not meet all of the findings. As part of the motion, findings for denial must be stated.
4. Postpone the project until issues identified during the meeting can be resolved with the applicant.

STAFF RECOMMENDATION:

Move to recommend **approval** to the City Council of the annexation of an approximate 93 acre area of land generally located on the northeast corner of I-80 and Curtis Street, based on findings of fact and conclusions of law.

ATTACHMENTS

1. Vicinity Map (1 pages)
2. Applicant Generated Annexation Report (10 pages)
3. Annexation Map (1 page)



A-15-01

08

BANNER

CURTIS

CURTIS

PIERCE

EVANS

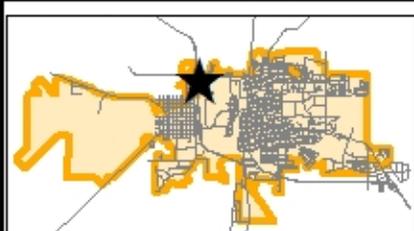
MCCUE

PINE
CEDAR

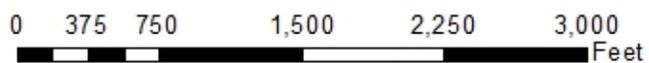
RAILROAD

MADISON

FLINT



A-15-01
Proposed Annexation



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



ANNEXATION REPORT

PRESENTED FOR:

Love's Travel Stops & Country Stores, Inc

PREPARED FOR:

Kristen Peterson
Turning Leaf Realty
208 E. Garfield Suite 202
Laramie, WY 82070



PREPARED BY:

Coffey Engineering & Surveying, LLC
902 S. 3rd Street
Laramie, Wyoming 82070

307-742-7425 phone
307-742-7403 fax

www.WyoCoffey.com

December 17, 2015

Project No. 2159.00



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Appendix A

**Annexation Map
Final Plat Lots 1 and 2 Block 3 River View First Addition**

INTRODUCTION

In pursuit of annexation to the City of Laramie, this report contains the requirements described in State Statute 15-1-402(c):

An annexing municipality shall prepare a proposed annexation report as specified in this subsection. The report shall, at a minimum contain:

(i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which will, as a result of the annexation then be brought within one-half (1/2) mile of the new corporate limits of the city, if it has exercised the authority granted under W.S. 15-3-202(b)(ii);

(ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation;

(iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed;

(iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection;

*(v) The current and projected property tax mill levies imposed by the municipality;
and*

(vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation.

GENERAL LOCATION AND DESCRIPTION

Location

The site is located in government lots 3 and 4, and the north half of the northwest quarter of Section 29 Township 16N Range 73W of the 6th Principal Meridian in the City of Laramie, Albany County Wyoming. The site is bounded to the north by the North line of Section 29 Township 16N Range 73W, to the East by River View First Addition Blocks 1 and 3, to the south by the North ROW of Curtis Street, to the west by the West line of Section 29 Township 16N Range 73W.

Description

The overall area of the site is approximately 92.32 acres. The owner of the property has proposed to develop it and is required to annex the adjoining county ROW as part of the development process according to the City of Laramie Unified Development Code.

ANNEXED LAND

Annexed Land Description

The land to be annexed into the City of Laramie consists of County owned Rights of Way (ROW) of McCue Street to the southeastern boundary of the site. McCue Street ROW is 80-foot wide according to the Final Plat of Lots 1 and 2 of Block 3 River View First Addition. The total area to be annexed is 93.13 acres.

Services available

The following services are available to this property either directly or will require extension from the closest available existing lines. Services provided by the City of Laramie will only be provided upon completion of the annexation into the City of Laramie. The developer of the property will be required to extend infrastructure to service the proposed development adjacent to the land to be annexed.

<u>Service</u>	<u>Service Provider</u>
Water Distribution	City of Laramie Utility Department
Wastewater Collection	City of Laramie Utility Department
Roads	City of Laramie Street Department
Phone	Century Link
Gas	Source Gas
Cable TV	Charter Communications
Electric	PacifiCorp / Rocky Mountain Electric
Fire Protection	City of Laramie Fire Department & Utility Department
Trash Removal	City of Laramie / Waste Disposal Services
Police Protection	City of Laramie Police Department
City Planning	City of Laramie Planning Department
City Animal Control	City of Laramie Animal Shelter
City Parks & Rec	City of Laramie Parks and Recreation Department
City Mosquito Control	City of Laramie Parks and Recreation Department
City Administration	City of Laramie

Estimated Cost of Improvements

The estimated timetable for completion of adding the improvement to the public sector and the services (as shown in Tables 1 & 2) is May of 2016 to June of 2017. There will be vacant land to the North of the Travel Center that will be designated as B2, General Use, and may develop further in 2017-2022. This further development would also require taps for water and sewer. Increased usage to the City's water and sanitary sewer system will be compensated by the plant investment fees and usage billing paid by the owner the Travel Center. Franchised utilities including Rocky Mountain Power, Source Gas and Century Link have indicated that services would be provided to this development at their connection fee rates. Charter Communications indicated that they would also provide services for this development.

Table 1 summarizes the estimated cost to extend public infrastructure to service the annexed land and adjoining property.

Item	Units	Quantity	Unit Cost*	Cost
Sidewalk along McCue & Carroll	LF	1100	\$ 25.00	\$ 27,500.00
Curb & Gutter (McCue)	LF	550	\$ 25.00	\$ 13,750.00
New Pavement (McCue)	SY	2000	\$ 48.00	\$ 96,000.00
HMA Overlay, 2" (Carroll)	SY	4400	\$ 16.00	\$ 70,400.00
Total				\$ 147,650.00

* New Pavement- assume 6" of base and 3" of asphalt

* Unit cost was gathered from internal database.

Service Fees

Service fees were obtained from City of Laramie Informational Bulletin # 26 dated February 1, 2010. Table 2 summarizes the expected annual fee or service costs for the available services described above.

Item	Units	Quantity	Unit Cost	Cost
2" Water Meter	EA	1	\$ 1,938.74	\$ 1,938.74
2" Water Service	EA	1	\$ 16,112.00	\$ 16,112.00
4" Sewer Service	EA	1	\$ 46,850.00	\$ 46,850.00
Total				\$ 64,900.74

Mill Levies

The current mill levy on the property owned by Wyoming Central Land and Improvement Company is \$0.068/\$1000 assessed property value. The property containing the west 10 feet of Carroll Avenue and McCue Street, is tax-exempt as it is owned by Albany County. The mill levy will remain the same for the developed land. This information was provided by the Albany County Assessor.

CONCLUSIONS

Compliance with Standards

The proposed annexation complies with the requirements of the City of Laramie and standards set forth in Wyoming Statutes 15-1-402(a.).

REFERENCES

City of Laramie Informational Bulletin # 26 dated February 1, 2010

APPENDIX A

Know all men by these presents that the undersigned owners and proprietors of the land shown on this plat hereby certify that the foregoing LOTS ONE AND TWO OF BLOCK THREE, are in Section 29, T16N, R73W, of the 6th P.M. and are more particularly described as follows:

Beginning at a point which lies N30°56'10"E, 3382.79 feet from the SW corner of said Section 29, (said point of beginning also lying N28°59'26"E, 2051.2 feet from the intersection of the north right of way line of Curtis Street and the center line of McCue Street (Extended), said point of intersection being Wyoming Highway Department Station 26+53.0);
 Thence N 1°03'00"E a distance of 904.39 feet;
 Thence S 88°57'41"E a distance of 349.73 feet;
 Thence S 43°21'45"E a distance of 105.03 feet;
 Thence S 43°21'45"E a distance of 6000 feet;
 Thence S 46°39'50"W a distance of 105.03 feet;
 Thence S 43°21'45"E a distance of 6000 feet;
 Thence S 0°36'30"W a distance of 394.91 feet;
 Thence 274.19 feet along a 27°21'24" curve to the right (radius 2094.4 feet, chord S 38°06'45"W, 255.02 feet);
 Thence S 75°37'00"W a distance of 291.95 feet to the point of beginning;
 Said tract of land contains 8.496 acres more or less, and

that the survey and laying out into blocks, lots, streets, and easements to be known as LOTS ONE AND TWO OF BLOCK THREE, RIVER VIEW FIRST ADDITION, is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that they are owners in fee simple thereof; and that they do hereby dedicate to the public use said streets and easements as shown on the foregoing plat. This dedication is subject to the existing power line easement as recorded in book 122 (Photo Records) page 43 in the office of the Albany County Clerk.

OWNERS

WYOTEL, INC

Leo P. McCue, Jr.
 Leo P. McCue, Jr., President
 Thomas S. Smith, Secretary

ACKNOWLEDGEMENTS

STATE OF WYOMING
 COUNTY OF ALBANY

The foregoing instrument was acknowledged before me by Leo P. McCue, Jr., as an individual and as President of Wyotel, Inc., this 23rd day of May, A.D. 1974.

STATE OF WYOMING
 COUNTY OF ALBANY

The foregoing instrument was acknowledged before me by David N. Hitchcock as an individual and as President of Wyoming Central Land & Improvement Company, this 23rd day of May, A.D. 1974.

WYOMING CENTRAL LAND & IMPROVEMENT CO.

David N. Hitchcock
 David N. Hitchcock
 President

CERTIFICATE OF ENGINEER

I, Forrest M. Kepler, Jr., of Laramie, Wyoming hereby certify that this plat was made from notes taken during an actual survey made under my direction during June, 1973 and that it correctly delineates the tract of land described herein.

Forrest M. Kepler, Jr.
 WYO. P.E. & L.S. 649

APPROVED

LARAMIE PLANNING COMMISSION

Mouie B. Snow
 Mouie B. Snow
 Chairman

CITY OF LARAMIE, WYOMING

Richard W. Walker
 Richard W. Walker
 Mayor

ATTEST

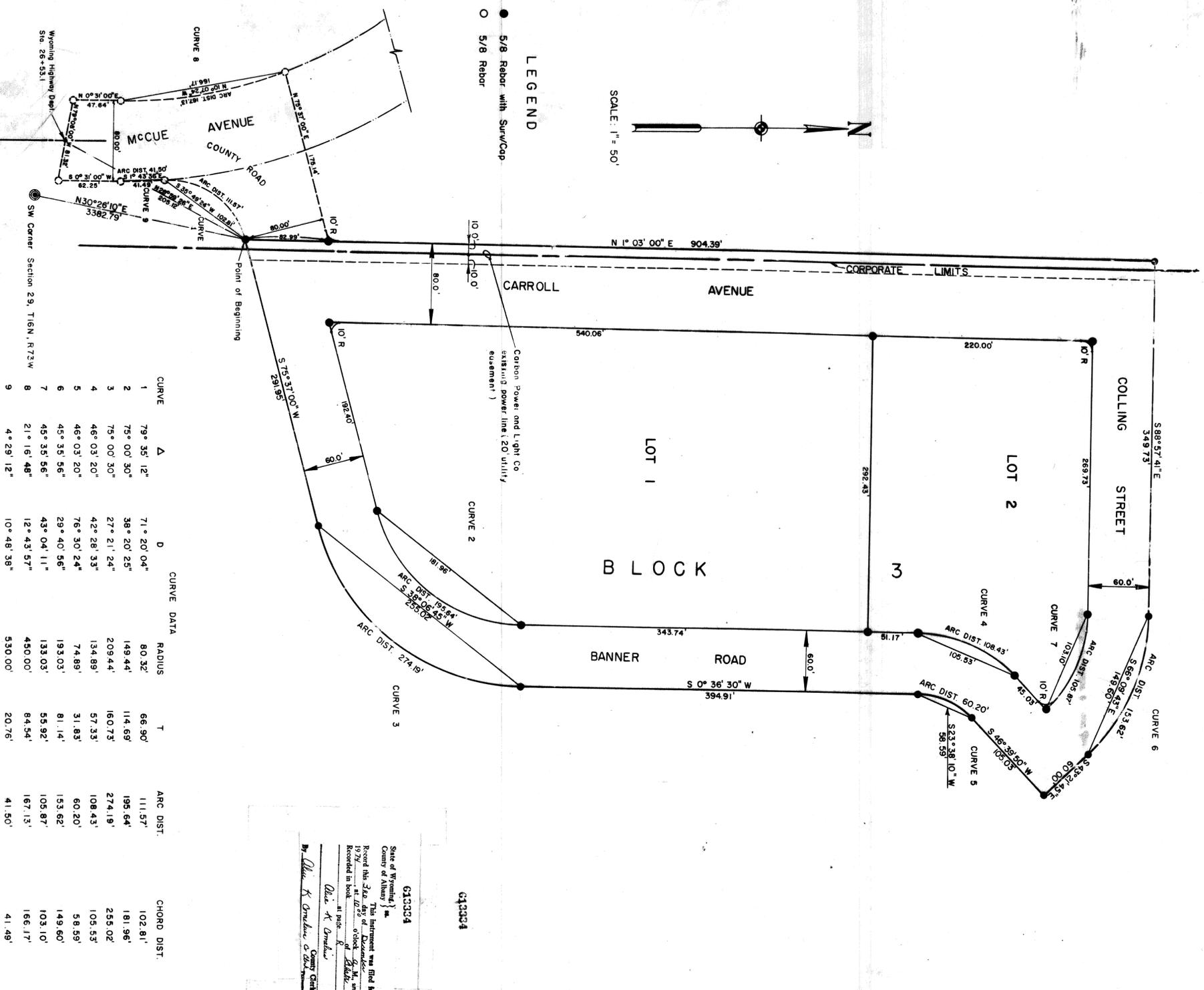
Josephine J. Fay
 Josephine J. Fay
 City Clerk

RIVER VIEW FIRST ADDITION

LOTS ONE AND TWO
 OF BLOCK THREE

1.372 MILE, WYOMING

J. J. BANNER & ASSOC., INC.
 ENGINEERS
 MAY, 1974



Center Line of McCue County Road (Extended)

**ANNEXATION MAP FOR
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC**

SEC. 29, T16N, R73W, 6TH P.M.
ALBANY COUNTY, WYOMING



VICINITY MAP -
SECTION 29, T.16N., R.73W., 6th P.M.,
ALBANY COUNTY, WYOMING

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 29 being an iron pipe found:

Thence along the North line of said Section 29, South 89°57'09" East, a distance of 1,573.14 feet and basis of bearings for this description;

Thence South 00°06'51" East, a distance of 1,459.26 feet along the West line of a parcel of land described in Warranty Deed from American National Bank, N.A., Trustee of the Howard T. Carroll Trust dated December 29, 1976, as amended, to 9H Ranch LLC, a Wyoming Limited Liability Company recorded October 19, 2007 as Document No. 2007-8178 to the Northwest corner of the Plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as instrument No. 622944;

Thence North 89°50'43" East, a distance of 10.00 feet along the North line of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as instrument No. 622944 to a point on the Corporate Limits of the City of Laramie, Wyoming as shown on the plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as instrument No. 622944;

Thence South 00°09'17" East, a distance of 1119.46 feet along said Corporate Limits of the City of Laramie, Wyoming, to a point on the South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334;

Thence South 74°24'43" West, a distance of 117.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;

Thence continuing along said curve to the left, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, through a central angle of 79°30'29", an arc distance of 111.46 feet, (chord bearing South 34°39'29" West, a distance of 102.73 feet) to a point on a curve to the right, having a radius of 530.00 feet;

Thence continuing along said curve to the right, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, through a central angle of 04°26'14", an arc distance of 41.03 feet (chord bearing South 02°52'39" West, a distance of 41.03 feet);

Thence South 00°39'29" East, a distance of 62.44 feet along the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as instrument No. 613334, to a point on the North right-of-way of a State of Wyoming Highway;

Thence North 80°18'15" West, a distance of 505.10 feet along said right-of-way of said highway, to a right-of-way monument;

Thence North 76°12'08" West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet;

Thence continuing along said curve to the right, through a central angle of 42°45'32", an arc length of 787.33 feet (chord bearing North 46°42'00" West, a distance of 769.18 feet) to a point on the West line of said Section 29;

Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.

Said parcel contains 93.18 acres, more or less.

APPLICANT

KRISTEN PETERSON
TURNING LEAF REALTY
208 E. GARFIELD SUITE 202
LARAMIE, WY 82070

OWNER

WYOMING CENTRAL LAND AND
IMPROVEMENT COMPANY
ATTN: AMY K. MULLAMSON
1221 CANBY ST.
P.O. BOX 601
LARAMIE, WY 82070

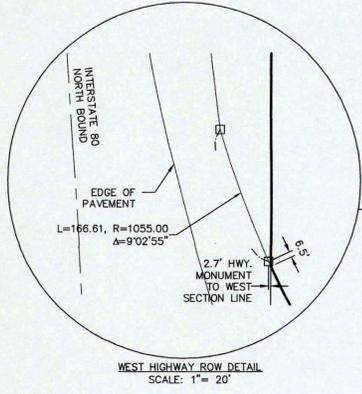
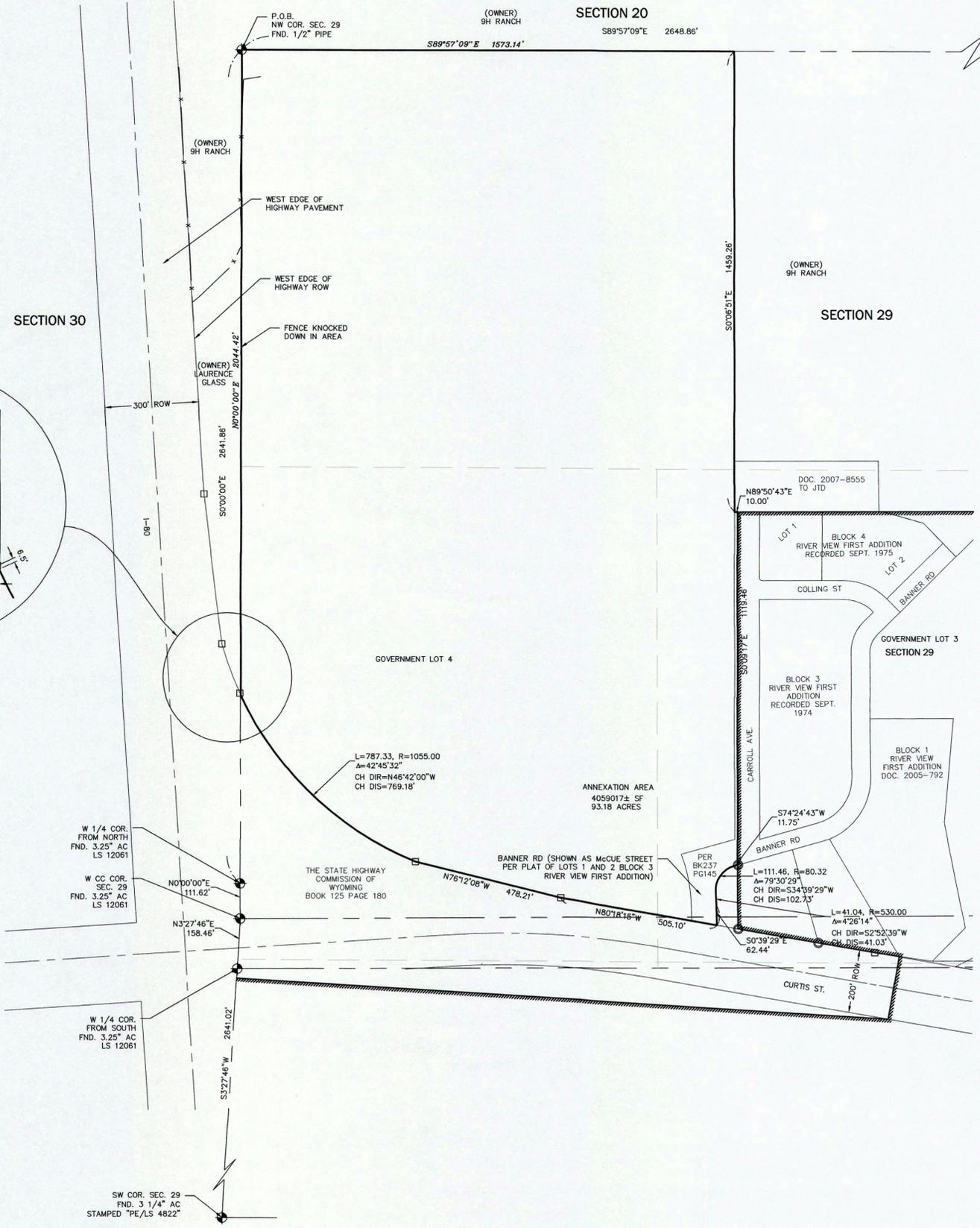
SURVEYOR

COFFEY ENGINEERING & SURVEYING, LLC
902 SOUTH 3RD STREET
LARAMIE, WY 82070
(307)-742-7425

NOTE:
1. THE LAND IS CURRENTLY ZONED COUNTY AGRICULTURE. UPON ANNEXATION THE PROPOSED ZONE WOULD BE B2 - GENERAL BUSINESS.

CERTIFICATE OF SURVEYOR:

I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.



LEGEND:

- FOUND SECTION MONUMENT - AS DESCRIBED
- FOUND MONUMENT - AS DESCRIBED
- PROPOSED CORPORATE LIMITS TO BE ANNEXED INTO THE CITY
- EXISTING CORPORATE LIMITS

DATE	REVISION	REQUEST BY	CHECK
1/15/16		COMMENTS PER DEREK TEINI	

Project:	2142.00
Drawing:	2142.00/ANEX
Drawn By:	MAJ
Date:	12/17/15
Rev. Date:	1/18/16
Check By:	DRC

**ANNEXATION MAP FOR
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC**

SEC. 29, T16N, R73W, 6TH P.M.
ALBANY COUNTY, WYOMING



LETTER OF AUTHORIZATION

This letter shall serve to notify and verify that I am/we are the legal owner(s) of the property being considered under this application, and do hereby authorize the below applicant(s) and representative(s) to file and represent my/our interest in this application.

I am/we are the legal owner(s) of said property; have read this "Letter of Authorization" and know the contents thereof; and so hereby certify (or declare) under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD: (All owners of record must sign; provide extra sheets if necessary.)

The Wyoming Central Land & Improvement Co (Print Name) [Signature] [Date] 12/18/2015
Board of County Commissioners (Print Name) [Signature] [Date] 1-5-15

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to City staff and officials to enter the property to conduct inspections/site visits necessary for the review of the project.

APPLICANT (LLCs, Corporations and Partnerships shall identify an officer as the primary contact):

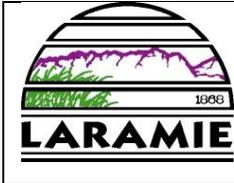
Kristen Peterson (Print Name) [Signature] [Date] 12/18/2015

APPLICANT'S REPRESENTATIVE:

Kristen Peterson (Print Name) [Signature] [Date] 12/18/2015

The Community Development Director or his designee shall provisionally determine the completeness of an application at the time of submittal to the Community Development Department. A formal determination of completeness will be made no later than 21 calendar days after the submittal deadline (please see the Application Submittal Schedule for deadlines). A determination of completeness shall not constitute a determination of compliance with substantive requirements of this development code.

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Resolution

Title: Resolution 2016-23, certifying Planning Commission action, regarding amendments to the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan.

Recommended Council MOTION:

Move to **approve** City Council Resolution 2016-23, certifying Planning Commission action amending the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan, for the property described in the Resolution, generally located on the northern portion of a property located on the northeast corner of Interstate 80 and Curtis Street for an area approximately 60 acres in size, by changing the Future Land Use Designation from the Agriculture (AG) category to Auto-Urban Commercial (AUC) category, based on findings of fact and conclusions of law, and authorize the Mayor and Clerk to sign the resolution.

Administrative or Policy Goal:

Granting this request will certify the Planning Commission's approval amending the Future Land Use Plan (Map 3.2) of the 2007 Laramie Comprehensive Plan.

Wyoming State Statutes (WSS) Section 15-1-502 authorizes cities to form a Planning Commission and pursuant to WSS 15-1-503, the Planning Commission, after holding public hearings, can adopt a master plan for the physical development of the city. The Laramie City Council certified the 2007 Laramie Comprehensive Plan on August 21, 2007. The City of Laramie Comprehensive Plan recommends opportunities for the public, staff or commissions to request amendments to the Comprehensive Plan.

Background:

This application is part three of a three-part application package:

1. Annexation (A-15-01)
2. Comprehensive Plan Amendment (CPA-16-01) **(This Item)**
3. Zoning Amendment (Z-15-07)

The applicant wishes to amend the Future Land Use Plan to designate this area as Auto-Urban Commercial (AUC) (60 acres) to match with the southern portion of the same site (93 acres total). It is the intent of the applicant to then request rezoning of the whole property for a use (B2 Zoning) compatible with the Auto-Urban Commercial designation.

The Comprehensive Plan's Community Character Chapter (Chapter 3) describes the Auto-Urban Commercial designation as: "Fast food restaurants, gas stations, and strip shopping centers like those found along Grand Avenue and 3rd Street" (3-20), as well as needing large sites with proximity to high-volume arterial roadways.

Zoning districts associated with Auto-Urban Commercial designations are NB (Neighborhood Business), B1 (Limited Business) and C2 (Limited Commercial). The B2 zone district technically is not a compatible zone district for AUC as noted in the Comprehensive Plan. However, staff has concluded in numerous previous cases that this is an error in the Comprehensive Plan and should be included as compatible. This correction is being recommended in the forthcoming Comprehensive Plan updates.

Staff, Planning Commission, and City Council have been consistent over the past 7 years in interpreting AUC to authorize B2 Zoning. By requesting this Comprehensive Plan Amendment the applicant could request, at the time of annexation any of the above zoning districts or combination of them.

The Laramie Planning Commission approved (5 yes, 0 no, 2 absent) the Comprehensive Plan Amendment at their February 8, 2016 meeting.

The Laramie City Council Postponed (9 yes, 0 no, 0 absent) on introduction of the Comprehensive Plan Amendment at their March 1, 2016 meeting, until April 19, 2016.

However it should be noted that the Planning Commission Report incorrectly states the size of the property as 40 acres instead of the correct 60 acres, which has been stated in the Council coversheet and ordinance correctly.

Note: The applicant is in the process of having the 93 acre site annexed into the city of Laramie and has requested the zoning of this property as B2 through a zoning request.

Legal/Statutory Authority:

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Comprehensive Plan Amendment Approval Criteria LMC § 15.06.060.e.X.4.(i).(2)
- Wyoming State Statutes Title 15 Article 1 Section 502
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan 2007
- Major Street Plan

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$0.00	Application Fee (Pursuant to Resolution No. 2010-44 adopted May 18, 2010; no fees are required for Annexation Applications)
Grants for Projects		
Loans on Project		
Other		
Total	\$0.00	

Responsible Staff:

Randy Hunt, AICP, Community
Development Director, 721-5288

Derek T. Teini, AICP, Principal Planner,
721-5245

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	March 22, 2016
Pub. Hearing Advertised	February 28, 2016
Introduction/1 st Reading	March 1, 2016 April 19, 2016
2 nd Reading	
3 rd Reading	

Attachments:

City Council Resolution 2016-23
Planning Commission Staff Report dated February 8, 2016
Approved Planning Commission Resolution

CITY COUNCIL RESOLUTION NO: CC 2016-23

RESOLUTION OF THE CITY OF LARAMIE CITY COUNCIL CERTIFYING A PLANNING COMMISSION RESOLUTION TO APPROVED A REQUEST TO AMEND THE FUTURE LAND USE MAP (MAP 3.2) OF THE 2007 LARAMIE COMPREHENSIVE PLAN

WHEREAS, the Laramie Planning Commission approved Planning Commission Resolution PC 2007-01, adopting the 2007 Laramie Comprehensive Plan in its entirety including the reservation of a subsequent chapter addressing conservation issues, replacing the 1995 Land Use Element and certifying the 2007 Laramie Comprehensive Plan to the City Council;

WHEREAS, on June 26, 2007, the City Council received the 2007 Laramie Comprehensive Plan as adopted and certified by the Planning Commission;

WHEREAS, on August 21, 2007 the Laramie City Council approved the 2007 Laramie Comprehensive Plan in its entirety for the physical development of the City of Laramie;

WHEREAS, on January 19, 2016, an application was received requesting an amendment to the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan for an area approximately 60 acres in size and generally located north of Curtis Street, east of Interstate 80 and west of Carroll Drive, by changing the designation of the area described from Agriculture to Auto-Urban Commercial;

WHEREAS, the 2007 Comprehensive Plan and applicable existing and anticipated future conditions contain rationale supporting the amendment of the property's Future Land Use designation shown in Attachment 1;

WHEREAS, the City of Laramie Planning Commission acknowledged the aforesaid petition on February 8, 2016, took public comments, and after duly considering evidence presented as it applies to the adopted Comprehensive Plan, voted to approve Resolution 2016-01 (5 yes, 0 no, 2 absent) which amends the land use designation to Auto Urban Commercial;

THEREFORE THE LARAMIE CITY COUNCIL RESOLVES:

Section 1. That the Laramie City Council hereby certifies Planning Commission Resolution 2016-01, granting a request to amend the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan, pursuant to Laramie Municipal Code 15.06.060.X and Wyoming Statutes § 15-1-503 and § 15-1-505, for a property approximately 60 acres in size and generally located north of Curtis Street, east of Interstate 80 and west of Carroll Drive, by changing the designation of the area described from Agriculture to Auto-Urban Commercial;

Section 2. That this resolution shall become effective after its passage, approval and publication.

PASSED, APPROVED AND ADOPTED the 19th day of April, 2016.

David A Paulekas
Mayor and President of the City Council

ATTEST:

Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Resolution

Title: Resolution 2016-23, certifying Planning Commission action, regarding amendments to the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan.

Recommended Council MOTION:

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Responsible Staff:

Randy Hunt, AICP, Community
Development Director, 721-5288

Derek T. Teini, AICP, Principal Planner,
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Section 1. That the Laramie City Council hereby certifies Planning Commission Resolution 2016-01, granting a request to amend the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan, pursuant to Laramie Municipal Code 15.06.060.X and Wyoming Statutes § 15-1-503 and § 15-1-505, for a property approximately 60 acres in size and generally located north of Curtis Street, east of Interstate 80 and west of Carroll Drive, by changing the designation of the area described from Agriculture to Auto-Urban Commercial;

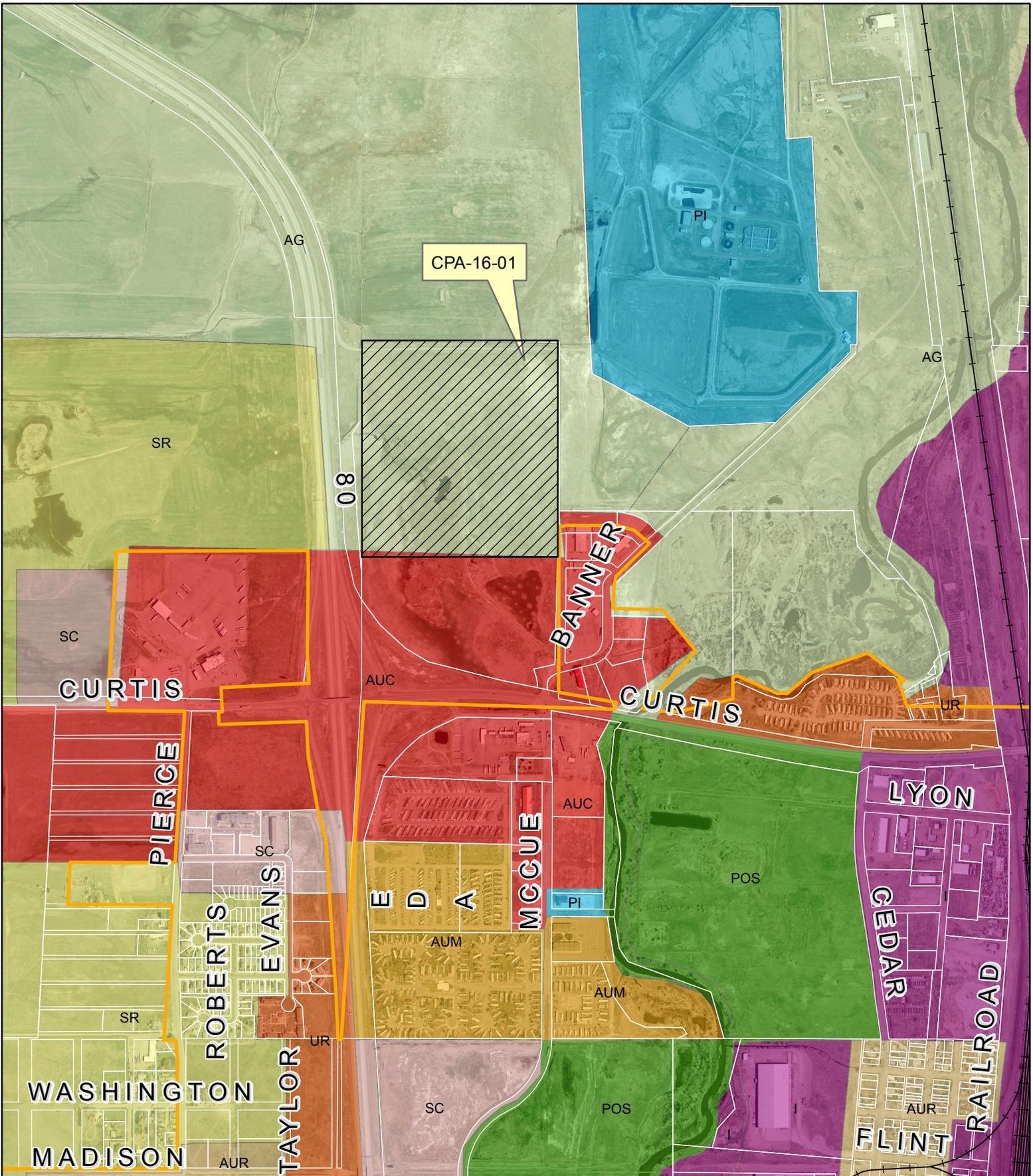
Section 2. That this resolution shall become effective after its passage, approval and publication.

PASSED, APPROVED AND ADOPTED the 19th day of April, 2016.

David A Paulekas
Mayor and President of the City Council

ATTEST:

Angie Johnson
City Clerk



CPA-16-01

08

CURTIS

BANNER

CURTIS

PIERCE

LYON

EDWARDS

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CEDAR

RAILROAD

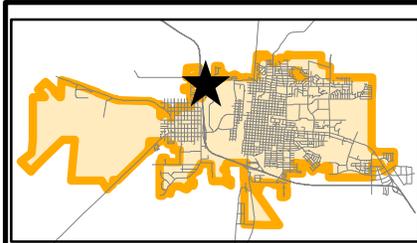
WASHINGTON

ROBERTS

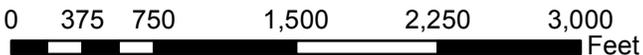
EVANS

MADISON

TAYLOR

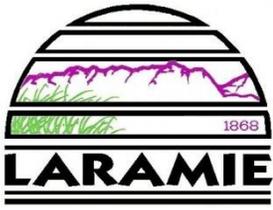


CPA-16-01
 Comprehensive Plan Amendment
 County AG to AUC



N

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



City of Laramie

Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5250
Planning: (307) 721-5207
Fax: (307) 721-5248

LARAMIE PLANNING COMMISSION FEBRUARY 8, 2016 STAFF REPORT

FILE: CPA-16-01 Amendment to the Laramie Comprehensive Plan 2007, Future Land Use Map (Map 3.2)

REQUEST: Land Use Plan Amendment from Agriculture to Auto-Urban Commercial for an area approximately 40 acres in size.

LOCATION: Generally located on the northeast corner of I-80 and Curtis Street.

APPLICANT(S)/AGENT: Turning Leaf Realty (Kristen Peterson)

OWNER(S): Wyoming Central Land and Improvement Company (Amy King Williamson)/Albany County

PURPOSE: To allow for uses and zoning compatible with the Auto Urban Commercial designation.

CURRENT ZONING: No City zoning designation (County Rural Residential)

PREPARED BY: Derek T. Teini, AICP, Principal Planner

RECOMMENDED MOTION:

Move to **approve** Planning Commission Resolution 2016-01, amending Future Land Use Map (Map 3.2) of the Comprehensive Plan for the property described in the Resolution, generally located on the northern portion of a site located on the northeast corner of I-80 and Curtis Street for an area approximately 40 acres in size, by changing the Future Land Use Designation from AG (Agriculture) to AUC (Auto-Urban Commercial) category, based on findings of fact and conclusions of law, and to forward the item to City Council for certification.

APPLICABLE CODE SECTION(S):

Wyoming Statutes (W.S.) §15-1-502 authorizes cities to adopt a master plan for the physical development of the city. The Laramie City Council certified the Laramie Comprehensive Plan on August 21, 2007.

The UDC (LMC §15.06.060.X – Comprehensive Plan Amendments) sets forth the procedure for amending the Comprehensive Plan. All Comprehensive Plan amendments must follow the same approval process as the approved Laramie Comprehensive Plan. All requests must receive approval from the Laramie Planning Commission in order to take effect. Planning Commission action will be forwarded to City Council for their certification.

BACKGROUND:

The applicant wishes to amend the Future Land Use Plan to re-designate this area from AG (Agriculture) to AUC (Auto-Urban Commercial) in order to rezone the property for uses compatible with the B2 (Business Zone) District

The Comprehensive Plan's Community Character Chapter (Chapter 3) describes the Auto-Urban Commercial designation as: "Fast food restaurants, gas stations, and strip shopping centers like those found along Grand Avenue and 3rd Street" (3-20), as well as needing large sites with proximity to high-volume arterial roadways.

The project site is located generally on the northeast corner of I-80 and Curtis Street on about 92 acres of property. This amendment focuses on the northern 40 acres of the project site which has a future land use designation of AG (Agriculture) while the southern portion of the project site is already designated as Auto-Urban Commercial.

Note: This comprehensive plan amendment has been submitted in coordination with an annexation and zoning request which will annex the site into the city limits, designate the remainder of the property Auto-Urban Commercial through the Comprehensive Plan Amendment and then zone the site to City B2 (Business) District zoning designation.

SURROUNDING LAND USE AND ZONING:Future Land Use:

	Future Land Use Designation (Map 3.2)	Zoning	Land Use
Subject Property	(AG) Agriculture	County Rural Residential	Vacant
North	(AG) Agriculture	County Rural Residential	Vacant
South	(AUC) Auto-Urban Commercial	County Rural Residential	Vacant
East	(AUC) Auto-Urban Commercial/ (AG) Agriculture	(C2) General Commercial/ (B1) Limited Business	Vacant
West	(SR) Suburban Residential	(B2) Business	I-80 Interstate/Fueling Station

Zoning districts associated with Auto-Urban Commercial designations are NB (Neighborhood Business), B1 (Limited Business) and C2 (Limited Commercial). The B2 zone district technically is not a compatible zone district for AUC as noted in the Comprehensive Plan. However, staff has concluded in numerous previous cases that this is an error in the Comprehensive Plan and should be included as compatible. This correction is being recommended in the forthcoming Comprehensive Plan updates. Staff, Planning Commission, and City Council have been consistent over the past 7 years in interpreting AUC to authorize B2 Zoning. By requesting this Comprehensive Plan Amendment the applicant could request, at the time of annexation any of the above zoning districts or combination of them.

Staff supports the Comprehensive Plan's designation of this area being Auto-Urban Commercial. Adjacent properties are zoned B1, B2 and C2 and are developed with auto-centric commercial uses. Designating this area as Auto-Urban Commercial is consistent with the development that is occurring and is compatible with the location of an existing Collector Street (Banner Road) and Minor Arterial Street (Curtis Street) and due to the fact that it is next to an Interstate highway interchange.

JUSTIFICATIONS REGARDING THE AMENDMENT AND ANALYSIS OF REQUIRED FINDINGS:

Pursuant to LMC § 15.06.060.X, the following findings must be considered and as applicable, made in the affirmative, in order to approve the amendment to the Comprehensive Plan:

1. The proposed amendment is based on a change in projections or assumptions from those on which the comprehensive plan is based;

Staff Response: The Comprehensive Plan's Land Use Plan was based on the examination of the community's past growth, the existing growth pattern and character of development, development permitted at that time, and development constraints such as government-owned lands, flood prone areas, and zoning. Additionally, the community's land use and future growth plans were evaluated and compared against the targeted future population of the City which is described in Chapter 2 (Conditions & Outlook). The Land Use Plan was formed by the concerns and ideas expressed by residents during public workshops, stakeholder interviews, and many community meetings.

At the time of Land Use Plan formation, it was recognized that areas in and around the interchange area would need to accommodate uses compatible with the Auto-Urban Commercial Zoning district, which is supported by half of the subject property already being designated Auto-Urban Commercial. By allowing this change the remainder of the property would be allowed to be zoned the same or similar district as the other half of the property. Furthermore, other factors such as location to the Interstate and Interstate Interchange areas, availability of services (water, sewer and roads) and size of the property all play a role in the supportability of this request.

Since the adoption of the Comprehensive Plan, commercial properties, especially those that could accommodate a larger user have been limited in supply. In an effort to provide lands suited for large user commercial growth this area was identified by the applicants due to many of the applicant was desiring for their future use, many of which are noted above.

2. The proposed amendment is based on identification of new issues, needs, or opportunities that are not adequately addressed in the comprehensive plan;

Staff Response: The proposed amendment allows the property owner the ability to develop this area with uses similar to those uses already existing in the area. With direct access to I-80, it makes for a logical location for this type of development as it will likely see a large amount of traffic. This amendment will allow for the whole property to request the same or similar zoning district, in order to accommodate a use that the applicant and City agree upon.

3. The proposed amendment is based on a change in the policies, objectives, principles, or standards governing the physical development of the city;

Staff Response: No major policies have changed regarding the physical development of the community; however, this area was identified as a potential location for growth as outlined in the Comprehensive Plan, with half this property already being designated as Auto-Urban Commercial. By allowing the change the remainder of the property would be allowed to be zoned the same or similar use as the remainder of the property and will simply be accommodating a larger user in this area. It should be noted that development standards such as landscaping, screening and commercial design standards will help ensure that any development is in character with the community. With this area being visible from Interstate 80 and the requirements that any commercially zoned property would be required to comply with, Laramie will benefit from the potential future commercial development under City standards, appropriately buffered, landscaped and developed.

4. The proposed amendment may result in unique development opportunities that will offer substantial benefits to the city; or

Staff Response: The proposed Future Land Use Plan Amendment allows more compatible land uses (Business) at this location. If approved, this proposed Future Land Use Plan Amendment, coupled with future rezoning, would result in a new business property with I-80 access and infrastructure (roads, water and sewer) that could adequately accommodate the development. New development would increase the future development potential in this part of Laramie and Laramie in general by providing a growth impetus to development of property along a major gateway into the community and providing for additional land that could be developed beyond just what the applicant is anticipating.

5. The proposed amendment is based on an identification of errors or omissions in the comprehensive plan.

Staff Response: Not applicable.

PUBLIC COMMENTS:

Public notice of the request was provided by mail to property owners within 300' of the property on January 20, 2016 and legally advertised in the Laramie Boomerang on January 23, 2016. To date, staff has received no public comments related to this item.

CONCLUSION OF FINAL COMPREHENSIVE PLAN AMENDMENT FINDINGS AND FINDINGS OF LAW:

Findings of Fact:

- The amendment complies with applicable approval criteria LMC §15.06.060.X.

Conclusions of Law:

- The applicant is proceeding in accordance with the requirements of Laramie Municipal Code Title 15.

ALTERNATIVES:

Following the public hearing and review of the testimony and staff report, the Planning Commission may choose to take one of the following actions:

1. Approve the amendments and resolution as submitted; (Staff's Recommendation)
2. Deny the amendments and resolution as submitted;
3. Modify the amendments and resolution as warranted by the Commission's consideration and discussion of evidence; or
4. Postpone the amendments and resolution until issues identified during the meeting can be resolved.

STAFF RECOMMENDATION:

Move to **approve** Planning Commission Resolution 2016-01, amending Future Land Use Map (Map 3.2) of the Comprehensive Plan for the property described in the Resolution, generally located on the northern portion of a site located on the northeast corner of I-80 and Curtis Street for an area approximately 40 acres in size, by changing the Future Land Use Designation from AG (Agriculture) to AUC (Auto-Urban Commercial) category, based on findings of fact and conclusions of law, and to forward the item to City Council for certification.

ATTACHMENTS:

1. Planning Commission Resolution 2016-01 & Attachment 1 (3 Pages)
2. Cover Letter (1 Pages)
3. Comprehensive Plan Designation Map (1 Page)

Staff supports the Comprehensive Plan's designation of this area being Auto-Urban Commercial. Adjacent properties are zoned B1, B2 and C2 and are developed with auto-centric commercial uses. Designating this area as Auto-Urban Commercial is consistent with the development that is occurring and is compatible with the location of an existing Collector Street (Banner Road) and Minor Arterial Street (Curtis Street) and due to the fact that it is next to an Interstate highway interchange.

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Staff Response: The Comprehensive Plan's Land Use Plan was based on the examination of the community's past growth, the existing growth pattern and character of development, development permitted at that time, and development constraints such as government-owned lands, flood prone areas, and zoning. Additionally, the community's land use and future growth plans were evaluated and compared against the targeted future population of the City which is described in Chapter 2 (Conditions & Outlook). The Land Use Plan was formed by the concerns and ideas expressed by residents during public workshops, stakeholder interviews, and many community meetings.

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Staff Response: No major policies have changed regarding the physical development of the community; however, this area was identified as a potential location for growth as outlined in the Comprehensive Plan, with half this property already being designated as Auto-Urban Commercial. By allowing the change the remainder of the property would be allowed to be zoned the same or similar use as the remainder of the property and will simply be accommodating a larger user in this area. It should be noted that development standards such as landscaping, screening and commercial design standards will help ensure that any development is in character with the community. With this area being visible from Interstate 80 and the requirements that any commercially zoned property would be required to comply with, Laramie will benefit from the potential future commercial development under City standards, appropriately buffered, landscaped and developed.

4. The proposed amendment may result in unique development opportunities that will offer substantial benefits to the city; or

Staff Response: The proposed Future Land Use Plan Amendment allows more compatible land uses (Business) at this location. If approved, this proposed Future Land Use Plan Amendment, coupled with future rezoning, would result in a new business property with I-80 access and infrastructure (roads, water and sewer) that could adequately accommodate the development. New development would increase the future development potential in this part of Laramie and Laramie in general by providing a growth impetus to development of property along a major gateway into the community and providing for additional land that could be developed beyond just what the applicant is anticipating.

5. The proposed amendment is based on an identification of errors or omissions in the comprehensive plan.

Staff Response: Not applicable.

PUBLIC COMMENTS:

Public notice of the request was provided by mail to property owners within 300' of the property on January 20, 2016 and legally advertised in the Laramie Boomerang on January 23, 2016. To date, staff has received no public comments related to this item.

CONCLUSION OF FINAL COMPREHENSIVE PLAN AMENDMENT FINDINGS AND FINDINGS OF LAW:

Findings of Fact:

- The amendment complies with applicable approval criteria LMC §15.06.060.X.

Conclusions of Law:

- The applicant is proceeding in accordance with the requirements of Laramie Municipal Code Title 15.

ALTERNATIVES:

Following the public hearing and review of the testimony and staff report, the Planning Commission may choose to take one of the following actions:

1. Approve the amendments and resolution as submitted; (Staff's Recommendation)
2. Deny the amendments and resolution as submitted;
3. Modify the amendments and resolution as warranted by the Commission's consideration and discussion of evidence; or
4. Postpone the amendments and resolution until issues identified during the meeting can be resolved.

STAFF RECOMMENDATION:

Move to **approve** Planning Commission Resolution 2016-01, amending Future Land Use Map (Map 3.2) of the Comprehensive Plan for the property described in the Resolution, generally located on the northern portion of a site located on the northeast corner of I-80 and Curtis Street for an area approximately 40 acres in size, by changing the Future Land Use Designation from AG (Agriculture) to AUC (Auto-Urban Commercial) category, based on findings of fact and conclusions of law, and to forward the item to City Council for certification.

ATTACHMENTS:

1. Planning Commission Resolution 2016-01 & Attachment 1 (3 Pages)
2. Cover Letter (1 Pages)
3. Comprehensive Plan Designation Map (1 Page)

PLANNING COMMISSION RESOLUTION NO: PC 2016-01

RESOLUTION OF THE CITY OF LARAMIE PLANNING COMMISSION APPROVING A REQUEST TO AMEND THE FUTURE LAND USE MAP (MAP 3.2) OF THE 2007 LARAMIE COMPREHENSIVE PLAN

WHEREAS, the Laramie Planning Commission approved Planning Commission Resolution PC 2007-01, adopting the 2007 Laramie Comprehensive Plan in its entirety including the reservation of a subsequent chapter addressing conservation issues, replacing the 1995 Land Use Element and certifying the 2007 Laramie Comprehensive Plan to the City Council;

WHEREAS, on June 26, 2007, the City Council received the 2007 Laramie Comprehensive Plan as adopted and certified by the Planning Commission;

WHEREAS, on August 21, 2007 the Laramie City Council approved the 2007 Laramie Comprehensive Plan in its entirety for the physical development of the City of Laramie;

WHEREAS, on January 19, 2016, an application was received requesting an amendment to the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan for an area approximately 40 acres in size and generally located north of Curtis Street, east of Interstate 80 and west of Carroll Drive, by changing the designation of the area described from Agriculture to Auto-Urban Commercial;

WHEREAS, the 2007 Comprehensive Plan and applicable existing and anticipated future conditions contain rationale supporting the amendment of the property's Future Land Use designation shown in Attachment 1 – "Comprehensive Plan Map Love's Travel Stops & Country Stores, Inc.;

WHEREAS, the City of Laramie Planning Commission acknowledged the aforesaid petition on February 8, 2016, took public comments, and after duly considering evidence presented as it applies to the adopted Comprehensive Plan, voted to approve Resolution 2016-01 which amends the land use designation to Industrial;

THEREFORE THE LARAMIE PLANNING COMMISSION RESOLVES:

Section 1. That the Laramie Planning Commission hereby approves Planning Commission Resolution 2016-01, granting a request to amend the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan, pursuant to Laramie Municipal Code 15.06.060.X and Wyoming Statutes § 15-1-503 and § 15-1-505, for a property approximately 40 acres in size and generally located north of Curtis Street, east of Interstate 80 and west of Carroll Drive, by changing the designation of the area described from Agriculture to Auto-Urban Commercial, shown in Attachment 1 – "Comprehensive Plan Map Love's Travel Stops & Country Stores, Inc.;

Section 2. That the petition and the approved and executed Planning Commission Resolution 2016-01 are hereby transmitted to the City of Laramie City Council, pursuant to Laramie Municipal Code 15.06.060.X and Wyoming Statutes § 15-1-505, for acknowledgement and disposition.

PASSED, APPROVED AND ADOPTED the 8th day of February, 2016.



Kaye Willis
Chairman of the Laramie Planning Commission

ATTEST:



Kathleen Wickersham, Administrative Assistant
Laramie Planning Commission Secretary and Clerk

OWNER:
9H RANCH, LLC

OWNER:
9H RANCH, LLC

NORTH 40 ACRES
AUTO URBAN COMMERCIAL PER
COMPREHENSIVE PLAN

OWNER:
9H RANCH, LLC

OWNER:
LAURENCE BRETT GLASS

OWNER:
WYOMING
CENTRAL LAND
AND
IMPROVEMENT
COMPANY

OWNER:
JTD, LLC

COLLING ST

CARROLL AVE.

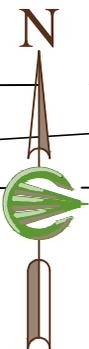
OWNER:
ALBANY
COUNTY

BANNER RD.

OWNER:
STATE OF WYOMING
HIGHWAY DIVISION

OWNER:
USHAKANT P
& KUSUM U PATEL

CURTIS ST.



SCALE: 1 IN = 300 FT



0' 150' 300'

LEGEND:



FOUND SECTION MONUMENT



FOUND MONUMENT



COFFEY
ENGINEERING & SURVEYING

902 S. 3rd St., Laramie, WY 82070
[P] 307-742-7425 [F] 307-742-7403

COMPREHENSIVE PLAN MAP
LOVE'S TRAVEL STOPS &
COUNTRY STORES, INC

SEC. 29, T16N, R73W, 6TH P.M.
ALBANY COUNTY, WYOMING

Project: 2159.00
Drawing: 2159.00AX
Drafted By: MAL
Date: 01/18/16
Revised: 01/18/16
Checked By: DRC

Sheet:

1 / 1



**TURNING
LEAFREALTY**
WHEN LIFE CHANGES SEASONS

Turning Leaf Realty
208 East Garfield Suite 202
Laramie WY 82070
(307)-460-3900

January 15, 2016

Wyoming Central Land and Improvement Company

PO Box 601

Laramie WY 82073

Re: Comprehensive Plan Amendment Application for Rezoning, and Annexation of the parcel of NE Corner 1-80 and Curtis Street (Love's Travel Stop).

Dear Mr. Teini,

We are respectfully requesting your approval of our Comprehensive Plan Amendment to change the remaining area as the N 40 acres located on the N half of the site. (See attached map). It would need to be designated as Auto-Urban Commercial. This would bring this piece of property on the NE Corner of 1-80 and Curtis Street inline with other commercial uses in the area. This request would facilitate the B2 zoning request.

The relationship to the Comprehensive Plan shows that this project lot is located within a designated Urban Growth Area, and follows growth management plans located within Chapter 7 of the Laramie Comprehensive Plan (2007).

We appreciate your consideration and your recommendation of approval.

All my best,

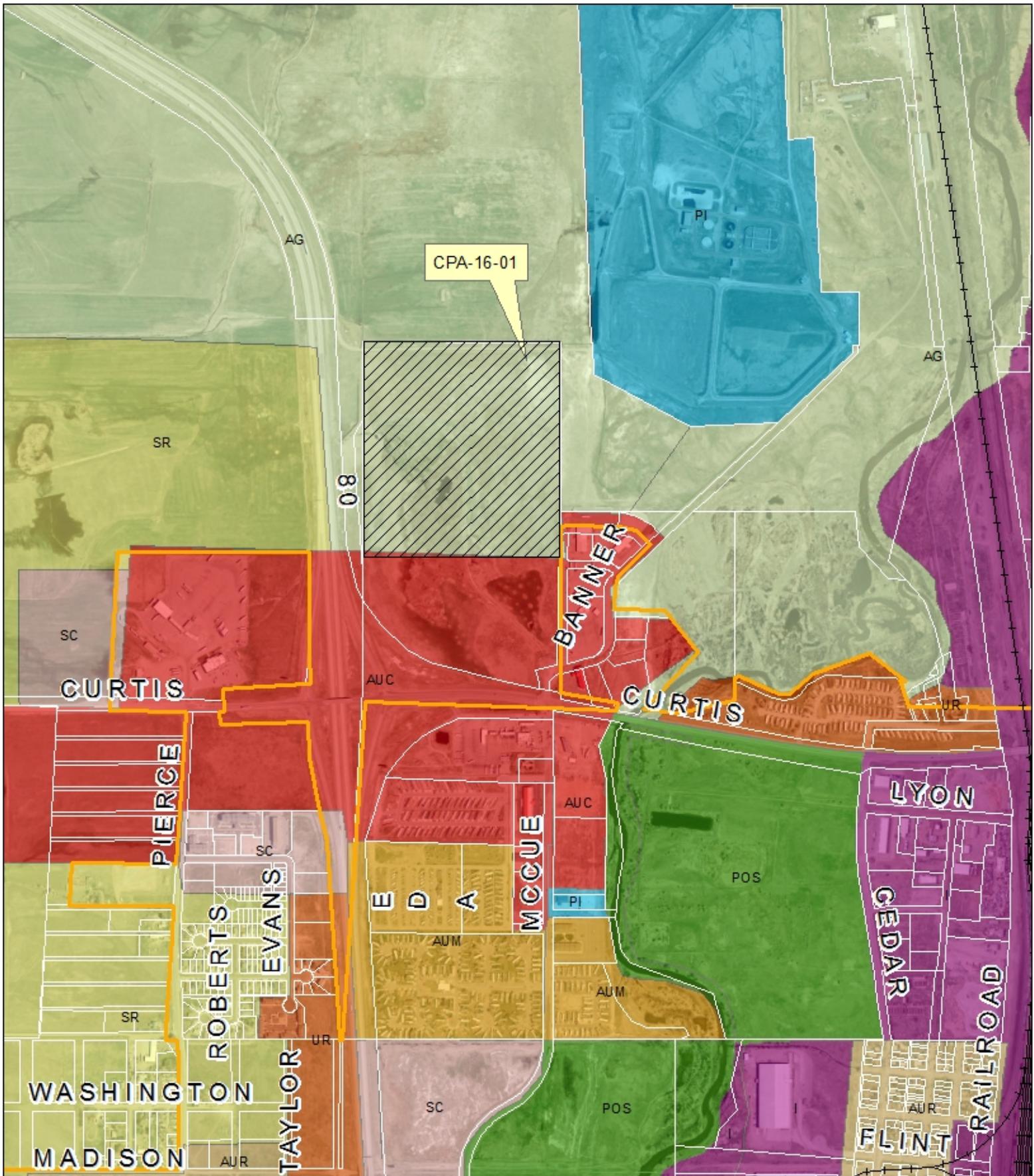
Kristen Peterson

Representative for: Wyoming Central Land and Improvement Company

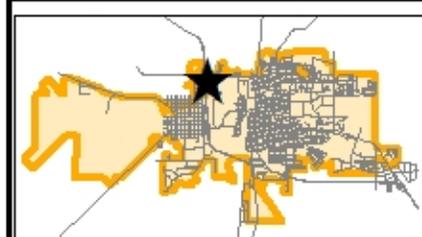


PAID
N/A

RECEIVED
JAN 15 2016
BY 



CPA-16-01



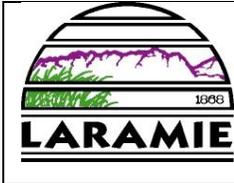
CPA-16-01
Proposed Comprehensive Plan Amendment



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



CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Original Ordinance - 3rd Reading

Title: Original Ordinance No. 1940, establishing zoning in an area approximately 93 acres in size to B2 (business) District, generally located on the northeast corner of I-80 and Curtis Street.

Recommended Council MOTION:

Move to approve Original Ordinance No. 1940 on third and final reading; establishing zoning in an area approximately 93 acres in size to B2 (Business) District generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law and authorize the Mayor and Clerk to sign the Ordinance.

Administrative or Policy Goal:

The Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2) designates part of this area as Auto-Urban Commercial (AUC). Establishment of B2 zoning on the property is consistent with the area Land Use Plan, which allows for NB (Neighborhood Business), B1 (Limited Business), B2 (Business) and C2 (Limited Commercial). Note: B2 zoning is not identified in the Comprehensive Plan, Table 3.1 as a compatible use, however staff has concluded in numerous previous cases that this is an error in the Comprehensive Plan and should be included as compatible. This correction is being recommended in the forthcoming Comprehensive Plan updates.

Background:

This application is part three of a three-part application package:

1. Annexation (A-15-01)
2. Comprehensive Plan Amendment (CPA-16-01)
3. Zoning Amendment (Z-15-07) (**This Item**)

This zoning amendment would establish B2 (Business) District zoning for an area approximately 93 acres in size on the northeast corner of I-80 and Curtis Street. The area is currently being considered for annexation of the same 93 acres as well as an amendment to the Laramie Comprehensive Plan (2007) to designate the entire site as Auto-Urban Commercial (AUC) within the Comprehensive Plan's Future Land Use Map (Map 3.2).

The Planning Commission unanimously recommended the Council approve the rezoning request at their February 8, 2016 meeting (5 yes, 0 no, 2 absent).

The Laramie City Council approved (8 yes, 1 no, 0 absent) on 1st Reading the zoning request at their March 1, 2016 meeting.

The Laramie City Council held a public hearing on April 12, 2016.

The Laramie City Council approved (9 yes, 0 no, 0 absent) on 2nd Reading the zoning request at their April 5, 2016 meeting.

Note: Following introduction of the Comprehensive Plan Amendment (CPA-16-01) at their March 1, 2016 City Council meeting, staff recommend that this item be postponed until after the Annexation has

concluded. It is anticipated that on April 19, 2016 the Laramie City Council will bring this item back and certify Planning Commission approval of the Comprehensive Plan Amendment, which will amend the Future Land Use Plan, Map 3.2 of the 2007 Laramie Comprehensive Plan to designate this entire area as AUC (Auto-Urban Commercial) in order to accommodate this zoning request. Currently recommended zoning districts for the AUC (Auto-Urban Commercial) category include the NB, B1, B2, and C2 zoning districts.

Legal/Statutory Authority:

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Comprehensive Plan Amendment Approval Criteria LMC § 15.06.060.e.X.4.(i).(2)
- Wyoming State Statutes Title 15 Article 1 Section 502
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan 2007
- Major Street Plan

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$635.00	Application and Sign Fee
Grants for Projects		
Loans on Project		
Other		
Total	\$635.00	

Responsible Staff:

Randy Hunt, AICP, Community Development Director, 721-5288

Derek T. Teini, AICP, Principal Planner, 721-5245

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	April 12, 2016
Pub. Hearing Advertised	March 19, 2016
Introduction/1 st Reading	March 1, 2016
2 nd Reading	April 5, 2016
3 rd Reading	April 19, 2016

Attachments:

Proposed Ordinance
 February 8, 2016 Planning Commission Staff Report
 Signature Documentation

ORIGINAL ORDINANCE NO.: 1940
ENROLLED ORDINANCE NO.:

INTRODUCED BY: SUMMERVILLE

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LARAMIE, WYOMING, BY DESIGNATING ZONING IN AN AREA APPROXIMATELY 93.18 ACRES IN SIZE, GENERALLY LOCATED ON THE NORTHEAST CORNER OF INTERSTATE 80 AND CURTIS STREET, TO B2 (BUSINESS) DISTRICT.

WHEREAS, on December 21, 2015 Turning Leaf Realty (Kristen Peterson) and owners Wyoming Central Land and Improvement Company (Amy King) and Albany County, filed with the City an application to establish zoning in an area approximately 93 acres in size, generally located on the northeast corner of Interstate 80 and Curtis Street, to B2 (Business) District; and

WHEREAS, on February 8, 2016 City staff presented the zoning application to the Planning Commission with a recommendation that the City Council approve the proposed amendment; and

WHEREAS, on February 8, 2016 City Planning Commission reviewed the rezoning application and by majority vote (5 yes, 0 no, 2 absent) of its members recommended approval of the zoning of the subject property; and

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. §15-1-602 was published in the *Laramie Boomerang* on February 28, 2016; and

WHEREAS, a public hearing was held on April 12, 2016 which notice shall be given at least fifteen (15) days prior to the public hearing in compliance with Wyo. Stat. § 15-1-602.

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

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

Section 2. That the Zoning District Map of City is hereby amended by establishing zoning on the subject property of B2 (Business) District, which is described as follows:

A parcel of land located in Section 29, Township 16 North, Range 73 West of the 6th P.M., Albany County Wyoming, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 29 being an iron pipe found;

Thence along the North line of said Section 29, South 89°57'09" East, a distance of 1,573.14 feet and basis of bearings for this description;

Thence South 00°06'51" East, a distance of 1,459.26 feet along the West line of a parcel of land described in Warranty Deed from American National Bank, N.A., Trustee of the Howard T. Carroll Trust dated December 29, 1976, as amended, to 9H Ranch LLC, a Wyoming Limited Liability Company recorded October 19, 2007 as Document No. 2007 8178 to the

Northwest corner of the Plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence North $89^{\circ}50'43''$ East, a distance of 10.00 feet along the North line of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944 to a point on the Corporate Limits of the City of Laramie, Wyoming as shown on the plat of Lots 1 and 2, Block 4, River View First Addition, filed October 10, 1975 as Instrument No. 622944;

Thence South $00^{\circ}09'17''$ East, a distance of 1119.46 feet along said Corporate Limits of the City of Laramie, Wyoming, to a point on the South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334;

Thence South $74^{\circ}24'43''$ West, a distance of 11.75 feet along said South right-of-way of Banner Road as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on at the beginning of a curve to the left, having a radius of 80.32 feet;

Thence continuing along said curve to the left, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of $79^{\circ}30'29''$, an arc distance of 111.46 feet, (chord bearing South $34^{\circ}39'29''$ West, a distance of 102.73 feet) to a point on a curve to the right, having a radius of 530.00 feet;

Thence continuing along said curve to the right, also being the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, through a central angle of $04^{\circ}26'14''$, an arc distance of 41.04 feet (chord bearing South $02^{\circ}52'39''$ West, a distance of 41.03 feet);

Thence South $00^{\circ}39'29''$ East, a distance of 62.44 feet along the East right-of-way of McCue Street as shown on the Plat of Lots 1 and 2, Block 3, River View First Addition filed December 3, 1974 as Instrument No. 613334, to a point on the North right-of-way of a State of Wyoming Highway;

Thence North $80^{\circ}18'15''$ West, a distance of 505.10 feet along said highway right-of-way, to a right-of-way monument;

Thence North $76^{\circ}12'08''$ West, a distance of 478.21 feet, along said highway to a highway right-of-way monument also being a point on the beginning of a curve to the right, having a radius of 1,055.00 feet,

Thence continuing along said curve to the right, through a central angle of $42^{\circ}45'32''$, an arc length of 787.33 feet (chord bearing North $46^{\circ}42'00''$ West, a distance of 769.18 feet) to a point on the West line of said Section 29;

Thence along the West line of said Section 29, North 00°00'00" East, a distance of 2,044.42 feet to the point of beginning.

Said parcel contains 93.18 acres, more or less.

Section 3. That the foregoing described property contains 93.18 acres more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all improvements thereon, and as shown in Attachment A.

Section 4. That this ordinance shall become effective after its passage, approval and publication.

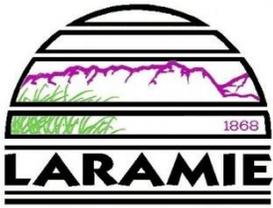
Passed and approved this ____ day of _____, 2016.

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

Attest: _____
Angie Johnson, City Clerk

First Reading: March 1, 2016
Public Hearing: April 12, 2016
Second Reading: April 5, 2016
Third Reading and Final Action: April 19, 2016

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



City of Laramie

Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5250
Planning: (307) 721-5207
Fax: (307) 721-5248

LARAMIE PLANNING COMMISSION FEBRUARY 8, 2016 STAFF REPORT

FILE: Z-15-07 Northeast Corner of I-80 and Curtis Street (Loves Travel Center)

REQUEST: Establishment of B2 (Business) District zoning for a property approximately 93 acres in size, to coincide with a proposed Annexation and Comprehensive Plan Amendment.

LOCATION: Generally located on the northeast corner of I-80 and Curtis Street.

APPLICANT(S)/AGENT: Turning Leaf Realty (Kristen Peterson)

OWNER(S): Wyoming Central Land and Improvement Company (Amy King Williamson)/Albany County

PURPOSE: To allow for uses and zoning compatible with the (B2) Business designation.

CURRENT ZONING: No City zoning designation (County Rural Residential)

PREPARED BY: Derek T. Teini, AICP, Principal Planner

RECOMMENDED MOTION:

Move to recommend **approval** to the City Council of the establishment of B2 (Business) District zoning for an area of land approximately 93 acres in size located generally at the northeast corner of I-80 and Curtis Street, based on findings of fact and conclusions of law.

APPLICABLE CODE SECTION(S):

Laramie Comprehensive Plan
Laramie Municipal Code Title 15, Unified Development Code
Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning

BACKGROUND:

This zoning amendment would establish B2 (Business) District zoning for an area approximately 93 acres in size on the northeast corner of I-80 and Curtis Street. The rezoning request is in association with an Annexation (A-15-01) and Comprehensive Plan Amendment (CPA-16-01). The area is currently located outside of city limits and within Albany County and therefore has no current city zoning designation. The property will be annexed prior to the comprehensive plan designation and zoning.

The southern portion of this property is already designated as AUC (Auto-Urban Commercial) within the Future Land Use Plan, Map 3.2 of the 2007 Laramie Comprehensive Plan. Currently the applicant is in the process of amending the Future Land Use Plan through a Comprehensive Plan amendment (CPA-16-01) in order to designate the northern portion of this property as Auto-Urban Commercial to accommodate this rezoning request.

SURROUNDING LAND USE AND ZONING:

Future Land Use:

	Future Land Use Designation (Map 3.2)	Zoning	Land Use
Subject Property	(AUC) Auto-Urban Commercial/ (AG) Agriculture	County Rural Residential	Vacant
North	(AG) Agriculture	County Rural Residential	Vacant
South	(AUC) Auto-Urban Commercial	(B1) Limited Business/ (B2) Business	Gas station & Travel center
East	(AUC) Auto-Urban Commercial/ (AG) Agriculture	(B1) Limited Business/ (C2) General Commercial	Hotel/ Vacant/Gas Station
West	(AUC) Auto-Urban Commercial/ (SR) Suburban Residential	(B2) Business	Vacant

Zoning districts associated with Auto-Urban Commercial designations are NB (Neighborhood Business), B1 (Limited Business) and C2 (Limited Commercial). The B2 zone district technically is not a compatible zone district for AUC as noted in the Comprehensive Plan. However, staff has concluded in numerous previous cases that this is an error in the Comprehensive Plan and should be included as compatible. This correction is being recommended in the forthcoming Comprehensive Plan updates. Staff, Planning Commission, and City Council have been consistent over the past 7 years in interpreting AUC to authorize B2 Zoning. By requesting this Comprehensive Plan Amendment the applicant could request, at the time of annexation any of the above zoning districts or combination of them.

Staff supports the zoning request for this property due to the fact it is in conformance with the Comprehensive Plan's designation of this area being Auto-Urban Commercial. Adjacent properties are zoned B1, B2 and C2 and are developed with auto-centric commercial uses. Designating this area as B2 is consistent with the development occurring and is compatible with the location of an existing Collector Street (Banner Road) and Minor Arterial Street (Curtis Street) and due to the fact that it is next to an Interstate highway interchange.

LAND USE AND ZONING:

Properties in the area are zoned B1, B2 and C2 with the existing uses complying with the zoning district in which they are located. With this request, B2 zoning would allow a wide variety of commercial uses, generally more intense than those use found in the present B1 zoning district nearby, but somewhat less intense than the C2 uses directly adjacent. The B2 zoning request would provide for more property that would accommodate uses, typical of an interchange area and allow for

the whole property to be zoned into one zone district. With the property being located within City Limits all applicable development regulations will apply to the site as the property develops.

PUBLIC COMMENTS:

Public notice of the request was provided by mail to property owners within 300' of the property on January 20, 2016 and legally advertised in the Laramie Boomerang on January 23, 2016. To date, staff has received no public comments related to this item.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Findings of Fact:

- The request complies with the applicable zoning requirements of Laramie Municipal Code, Title 15.
- Establishing B2 (Business) District zoning for the property is consistent with the Future Land Use Map (Map 3.2) and related goals and policies of the Comprehensive Plan (2007).

Conclusions of Law:

- The amendment to the zoning map is being processed pursuant to Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning.
- Establishing B2 (Business) District zoning for the property is consistent with the Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2).

ALTERNATIVES:

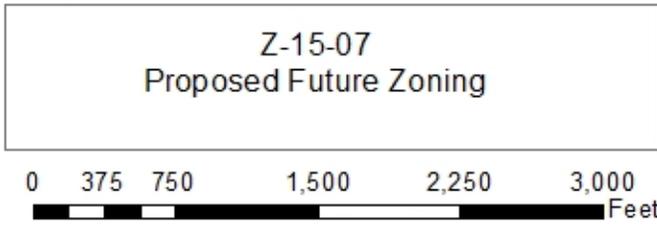
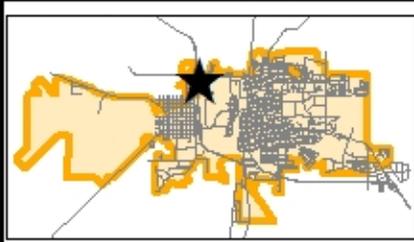
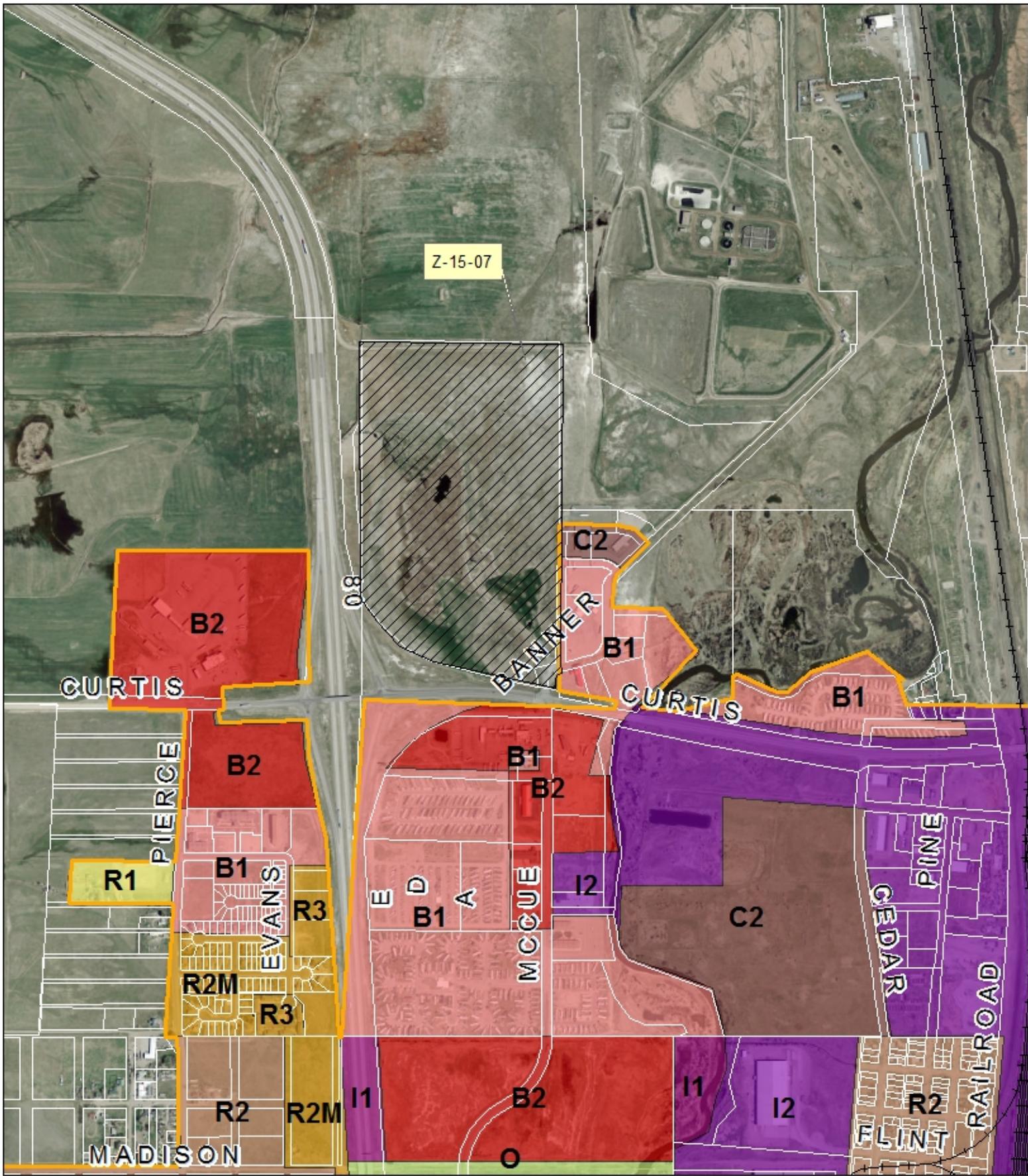
1. Approve the rezoning as recommended by staff, based on findings of fact and conclusion of law. (Staff's recommendation)
2. Approve the rezoning with other modifications, based on findings of fact and conclusion of law.
3. Deny the rezoning based on findings of denial. Since staff recommends approval, the Planning Commission must conclude that the rezoning does not meet all of the findings. As part of the motion, findings for denial must be stated.
4. Postpone the rezoning until issues identified during the meeting can be resolved with the applicant.

STAFF RECOMMENDATION:

Move to recommend **approval** to the City Council of the establishment of B2 (Business) District zoning for an area of land approximately 93 acres in size located generally at the northeast corner of I-80 and Curtis Street, based on findings of fact and conclusions of law.

ATTACHMENTS

1. Vicinity Map
2. Zoning Change Legal Description/Map
3. Applicant Cover Letter



N

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**TURNING
LEAF REALTY**
WHEN LIFE CHANGES SEASONS

December 07, 2015

Wyoming Central Land and Improvement Company

PO Box 601

Laramie WY 82073

Re: Application for Rezoning, of the NW Corner of Curtis Street and Mc Cue Street (Approx. 87 acres +/-)

Dear Mr. Teini,

It is the intention of Wyoming Central Land and Improvement Company to request Rezoning for services and city development in order to accommodate uses consistent with the comprehensive plan, as Auto Urban Commercial. The proposed use is to Rezone from the present zoning of County and Agricultural to City B-2. The future intent of the use, is to be a Loves Travel Center.

A little about Loves:

"Tom and Judy Love opened a single gas station in far western Oklahoma back in 1964. A few short years later (1972), Love's opened its first convenience store in Guymon, Okla., and soon after (1981), its first travel stop in Amarillo, Texas.

Since that time, Love's chain of convenience stores and travel centers has expanded to more than 360 locations in 40 states nationwide. When we talk about family values at Love's, it's more than the family name. We value our employees, customers and the communities where they live.

We value all-things local. *Local* stores across the country contribute to *local* nonprofits each year, and the Love's corporate office in Oklahoma City gives at least two percent of its net profits to *local* charities.

Each September, we raise money for Children's Miracle Network Hospitals. This campaign has raised more than \$14 million over 17 years, helping 94 member hospitals across the country

RECEIVED
DEC 21 2015
BY: 

Clean Places, Friendly Faces. It's been a guiding principle at Love's for more than 50 years, and it's leading us into the future. We're passionate about serving drivers with clean, modern facilities stocked with plenty of fuel, food and supplies.

Love's has two primary kinds of stores. Our 'Country Stores' are fueling stations with a convenience store attached. The larger Love's Travel Stops are located on interstate highways and offer additional amenities such as food from restaurant chains such as Subway, Arby's and Carl's Jr., trucking supplies, showers and RV dump stations.

Love's has been at the forefront of the convenience store and travel center industry for half a century. We were among the first to offer self-serve gasoline and groceries at the same time. We led the way on fresh deli sandwiches, quick-service restaurants and gift and novelty items, too.

Love's is a family business, and the Love family is dedicated to treating others as one of their own. What makes Love's different is that the Love family is actively involved in the day-to-day operations of the company". This is a great fit for Laramie's hometown appetite for family and economic growth within our community.

We respectfully request your approval. Thank you again for your interest in helping us achieve our goal of rezoning this parcel to B-2. We appreciate your consideration and your recommendation of approval.

Regards,

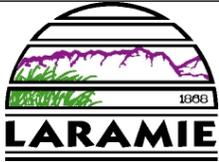


Kristen Peterson

Representative for: Wyoming Central Land and Improvement Company

RECEIVED
DEC 21 2015
BY: 

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Grant

Title: State Land Investment Board Grant Award in the amount of \$125,000.00 – Laramie Fire Department Station #2 Bay Addition

Recommended Council MOTION:

“that Council accepts a MRG grant award from the State Loan Investment Board in the amount of \$125,000.00 for the construction of an additional bay at the Laramie Fire Station #2; and authorizes the Mayor to sign.”

Administrative or Policy Goal:

Preparedness, Emergency Response

Background:

The Laramie Fire Department is in need of expanding Station #2 with an additional bay to house a Firefighting Pumper, a Wildland Type 6 Engine, and an Ambulance. For the last several years, emergency response equipment (Type 6 engine) has been housed under a tarp on the front ramp in the summer months due to a shortage of bay space available. Modern firefighting apparatus (Class A pumpers) are also much larger in size than the original bay was designed to hold. The situation has led the City of Laramie to apply for assistance through a SLIB Grant for construction of additional bay space. An application was submitted in the fall of 2015 for 75% of the project cost of \$250,000 for construction of the bay. The City of Laramie was awarded 50% of the total proposed project cost of \$250,000 – resulting in a grant award of \$125,000.00 at the January SLIB Board Meeting.

Legal/Statutory Authority:

State Loan and Investment Board (SLIB) – Chapter 3, Federal Mineral Royalty Capital Construction Account Grant

BUDGET/FISCAL INFORMATION:

REVENUE

Amount	Type	
\$125,000.00	SLIB - MRG	
\$125,000.00		

EXPENSE

Proposed Project Cost.

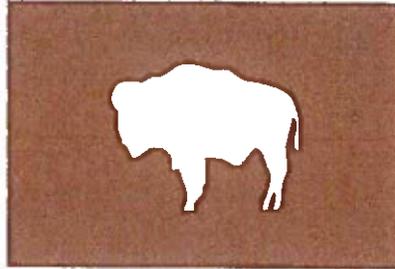
\$250,000		est project cost	

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

Attachments: Grant Award Notification / Agreement

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

Herschler Bldg., 3W
122 West 25th Street
Cheyenne, WY 82002
Phone: 307.777.6373
Fax: 307.777.2980
elizabeth.blackwell@wyo.gov



MATTHEW H. MEAD
Governor

BRIDGET HILL
Director

February 5, 2016

Grant Award Notification (January 21, 2016, SLIB Board Meeting)

Dear Grantee;

Instead of an Award Letter, a Grant Agreement has been sent to you. Please read and sign the agreement and return as soon as possible. Once the Director of State Lands and the Assistant Attorney General signs, a copy will be mailed to you.

Please let us know if you have any questions.

Thank you,

Handwritten signature of Beth Blackwell in blue ink.

Beth Blackwell
Program Manager

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Laramie (Grantee), whose address is P.O. Box C, Laramie, WY 82073.
2. **Purpose of Agreement.** On January 21, 2016, the State Loan and Investment Board (SLIB) approved a grant from Chapter 3, Federal Mineral Royalty Capital Construction Account Grants, up to the amount of One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00), to be used for the following SLIB-approved project:

Laramie Fire Station II Bay Addition

The Office of State Lands administers these types of grants. For the above-named project, this agreement shall set out the grant conditions and instructions on how the Office of State Lands will disburse funds for the project.

Additionally, and although not a condition to receiving grant funding under this agreement, the Office of State Lands highly recommends that the governing body of the Grantee attend "Board Training" and keep in contact with the Wyoming Association of Rural Water Systems and/or the Wyoming Association of Municipalities.

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it _____.
4. **Responsibilities of Grantee.** The Grantee agrees:
 - A. Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.
 - B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.
 - C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.

- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 3 Mineral Royalty Grant Program.

5. **Responsibilities of the Office.** The Office of State Lands agrees:

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 3 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. **Special Provisions.**

- A. To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.
- (i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

- (ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to <http://lands.wyo.gov>, clicking on Grants & Loans in the top menu bar, going to "Mineral Royalty Grants" and clicking on "Grant Draft Request". Then, a "File Download" menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.
- (iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: MRG-15055 AL.
SLIB: 50%
LOCAL: 50%
Requested By: City of Laramie
Project Description: Laramie Fire Station II Bay Addition
D. Amount of Funds Approved for Project: \$125,000.00
Amount of Engineering Approved for Project should be: \$25,000.00

In addition, update the following at the bottom of the form:

Type the Name & Title for the By Signature
Type the Name & Title for the Attest Signature
Type the Name of the Contact Person
Type the Phone number of the contact person
Type the e-mail address of the contact person

Print on Legal paper (11" x 14"), attach the invoices in the order they appear on the GDR, original signatures are required.

- (iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor's office, typically on Monday and Thursday of each week.
- (v) To verify a payment, use the on-line payment search at http://sao.state.wy.us/EFT_Search_page.htm, on the State Auditor's website, by selecting "Vendor Payments Search" and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click "Submit." Once you have the results, you can click on the titles at the top of the page to sort by column.

- B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 50%.
- C. According to Chapter 3, Section 5(d)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable \$25,000.00.
- D. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E. For questions about the form, reimbursement process, or eligible items please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

7. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie 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 out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation.
- D. **Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely 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, 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.
- H. 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.
- I. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. 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.
- K. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this 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.

- L. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

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

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:

Bridget Hill, Director

Date

GRANTEE:
City of Laramie

(Name and Title)

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Nicholas, Assistant Attorney General

Date

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement
Attachment A**

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

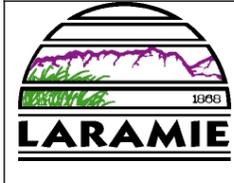
- 1. It is the applicant's responsibility to secure all pending match funding and provide written proof to OSLI that all funding has been secured and the applicant has a fully funded project by April 30, 2016. Failure to meet the preceding conditions by the deadline renders the grant award null and void as of May 1, 2016.**
- 2. The Grantee shall complete a *Certification Statement* and submit it to the Office of State Lands as soon as possible upon entering into this agreement.**

This form can be found on the Office's website by going to <http://lands.state.wy.us>, then clicking on "Grants & Loans", under "Qualifications", then clicking on "Contractors & Design Firms Certification".

The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.

For questions about the Certification, please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) or Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Bid Award

Title: Consideration of a Bid Award to Spiegelberg Lumber and Building in the amount of \$251,539 for the purpose of a Laramie Fire Station #2 Bay Addition with a contingency fund of 7.5% - \$18,865.00.

Recommended Council MOTION:

“I move that Council authorize the City of Laramie to award a bid to Spiegelberg Lumber and Building in the amount of \$251,539.00 with a contingency fund of 7.5% - \$18,865.00 for the purpose of construction of an additional bay at LFD Station #2; and amend the FY 15 - 16 budget.”

Administrative or Policy Goal:

Preparedness, Emergency Response

Background:

The Laramie Fire Department has applied to the State Loan and Investment Board – MRG program for aid in constructing an additional bay at LFD Station #2. The additional bay space is needed due to multiple emergency response apparatus assigned to the station as well as the increased size of Class A Pumping Fire Apparatus. A grant in the amount of \$125,000.00 from the SLIB – MRG Program has been awarded for an estimated project cost of \$250,000.00. The project has been let out to bid with the low bid coming in at \$251,539.00 from Spiegelberg Lumber and Building. The LFD is recommending to award the bid to the lowest bidder as qualifications of this bidder indicate the experience and capability necessary for this project’s scope and size.

The City of Laramie received five (5) bids for the project – with all 5 bidders providing Proof of Wyoming Residency, so all bid submissions were considered without preference for this recommendation. The architect for the project is recommending that the COL also budget a contingency fund from 5% - 10% due to it being a renovation project to cover any unforeseeable circumstances that may arise during construction. LFD is recommending that a 7.5% contingency fund of \$18,865.00 be also budgeted for this project as per architect direction.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	\$125,000.00	
Loans on Project		
Other		
Total	\$125,000.00	

EXPENSE

Proposed Project Cost.

\$251,539.00	project bid	
\$18,865	contingency	

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

Current Budget	\$250,000.00	
Additional Amount Requested	\$20,404.00	
Total Proposed Budget	\$270,404.00	

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

Attachments:

- City of Laramie Bid Opening
- Bid Form

CITY OF LARAMIE BID OPENING

Name of Bid Item: City of Laramie Fire Station 2 Addition

Department: Fire Department

Date of Opening: April 5, 2016

Staff Present: Angie Johnson, LaDene Culver, Jeff Wood

.....
Name of Bidder Elk Ridge Builders & Design

Address 2335 S. 8th St

City, State, Zip Laramie, WY 8270

Bid Bond 5% or Cashier's Check \$

Total Bid Amount \$301,832.00 add #1

.....
Name of Bidder Reiman Corp

Address PO Box 1007

City, State, Zip Cheyenne, WY 82003

Bid Bond 5% or Cashier's Check \$

Total Bid Amount \$253,260.00 add #1

.....
Name of Bidder Spiegelberg Lumber & Building Co.

Address 259 W. Fremont PO Box 1128

City, State, Zip Laramie, WY 82073

Bid Bond 5% or Cashier's Check \$

Total Bid Amount \$251,539.00 add #1

.....
Name of Bidder Shepard Construction, Inc.

Address 2105 E. Daley, PO Box 153

City, State, Zip Rawlins, WY 82301

Bid Bond 5% or Cashier's Check \$

Total Bid Amount \$289,400.00 add #1

Name of Bidder JC Construction & Design, LLC
Address 1315 Palmer Drive
City, State, Zip Laramie, WY 82070
Bid Bond 5% or Cashier's Check \$ _____
Total Bid Amount \$261,894.00 add#1 _____

.....
Name of Bidder _____
Address _____
City, State, Zip _____
Bid Bond _____ or Cashier's Check \$ _____
Total Bid Amount \$ _____

.....
Name of Bidder _____
Address _____
City, State, Zip _____
Bid Bond _____ or Cashier's Check \$ _____
Total Bid Amount \$ _____

.....
Name of Bidder _____
Address _____
City, State, Zip _____
Bid Bond _____ or Cashier's Check \$ _____
Total Bid Amount \$ _____

.....
Name of Bidder _____
Address _____
City, State, Zip _____
Bid Bond _____ or Cashier's Check \$ _____
Total Bid Amount \$ _____
.....

April 8, 2016

Jeff Wood
City of Laramie Fire Department
P.O. Box C
Laramie, WY 82073

Mr. Wood:

I have reviewed the documents submitted at the Bid Opening for the City of Laramie Fire Station 2 Addition project and found the bid to be successful. Five (5) bidders submitted bids for the project, with the three lowest bidders within 4% and the five bidders within less than 20%. This grouping of bids is indicative of a successful bid opening and consistent evaluation throughout the field of bidders. Pricing of the requested Alternate bid items also indicated consistent pricing throughout the field of bidders. All submitting bidders provided proof of Wyoming Residency, so all bid submissions should be considered without preference.

Qualifications of the lowest bidder indicate experience and capability in accordance with the Fire Station 2 Addition project size and scope.

It is Gertsch-Baker's recommendation to award the bid to the lowest bidder if the project can be funded by the City. Acceptance of any or all of the bid alternates is also at your preference depending on available funds. The bidder submitting the lowest bid was Spiegelberg Lumber and Building, with the following pricing:

Base Bid	\$ 251,539.00
Alternate 1: Air Conditioning at Fire Station 2	\$ 27,183.00
Alternate 2: Air Conditioning at Meeting Room Only	\$ 8,750.00
Alternate 3: Backup Generator for Fire Station 2	\$ 47,802.00
TOTAL, including alternates:	\$ 335,274.00

As the project is a renovation project, I recommend that a contingency fund of 5% to 10% be budgeted for unforeseeable circumstances that may arise during construction.

If you have any questions, please feel free to contact me. Thank you for the opportunity to work with you on this project, and we look forward to seeing its completion.

Sincerely,


Christie M. Roberts, PE

GERTSCH-BAKER
ENGINEERING
& DESIGN

gertschbaker.com

Architects · Engineers

104 s 4th street, suite 100 • laramie, wy 82070 • phone: 307.742.6116 • fax: 307-742-4048

**BID FORM
COL FIRE STATION 2 ADDITION**

THIS BID IS SUBMITTED TO:

**The Mayor and City Council
City of Laramie
c/o City Clerk
406 Iverson Street
P.O. Box C
Laramie, Wyoming 82073**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all the Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement to Bid and Instructions to Bidders, including without limitation those dealing with the deposit of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Contract Documents within thirty (30) days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined and carefully studied the Contract Documents and the following Addenda receipt of all which is hereby acknowledged (List Addenda by Addendum Number and Date):

 Addendum #1 dated March 31, 2016

(b) Pursuant to the provisions of Wyoming Statute 16-6-203(a), the City of Laramie requires the use of Wyoming laborers on the project, except where Wyoming laborers are not available or are not qualified for the specific work.

Bidder does hereby specifically acknowledge the requirements of the provision of the Wyoming Statute 16-6-203(a) and the requirement contained in this contract.

Initial of Bidder F.S._____;

(c) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions which may affect cost, progress, performance and furnishing of the Work;

(d) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations which may affect cost, progress, performance and furnishing of the Work;

- (e) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 A. of the General Conditions. Bidder accepts the determination as set forth in the Special Provisions to the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions.
- (f) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents;
- (g) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data, with the Contract Documents;
- (h) Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in the Contract Documents. The written resolution thereof by Engineer is acceptable to Bidder. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted;
- (i) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following Bid Price(s):

1. Building Addition		dollars	(\$251,539.00)
TOTAL BASE BID:			Two hundred fifty one thousand five hundred thirty nine dollars (\$251,539.00)
2. Alternate #1: Air Conditioning at Existing Building	ADD	Twenty seven thousand one hundred eighty three dollars	(\$ 27,183.00)
	or		
	SUBTRACT	NA	dollars (\$ NA)
3. Alternate #2: Air Conditioning at Meeting Room	ADD	Eight thousand seven hundred fifty dollars	(\$ 8,750.00)
	or		
	SUBTRACT	NA	dollars (\$ NA)
4. Alternate #3: Backup Generator	ADD	Forty seven thousand eight hundred two dollars	(\$ 47,802.00)
	or		
	SUBTRACT	NA	dollars (\$ NA)

The City reserves the right to choose which bid alternative(s) will be accepted and reserves the right to remove items from the Bid List if the bid is above the funds available. The contract will be adjusted to fully use the budget and not go over the amount available.

Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided by the Contract Documents.

Bidder understands that the City may award the Base Bid alone, or Base Bid with any combination of Schedules and Alternate items under any Schedule.

5. Bidder agrees that the Work shall commence within 7 days following issuance of Notice to Proceed and will be substantially complete by September 30, 2016 as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by October 31, 2016.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of 5% Bid Bond;
- (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified and defined in the Supplementary Conditions;
- (c) Required Bidder's Qualification Form;
- (d) Proof of Bidder's status as Wyoming Resident Contractor, if applicable.

8. Communications to Bidder concerning the Bid shall be addressed to the address of the Bidder indicated below.

9. Communications to Owner concerning the Bid shall be addressed to:

Jeff Wood, City of Laramie Fire Department, 209 S 4th Street, P.O. Box C, Laramie, Wyoming 82073; Telephone: (307) 721-5332.

10. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

City of Laramie, Wyoming

BY _____
Janine Jordan, City Manager

11. SUBMITTED on this _____ day of _____, 20__.

**12. Bid Form must be signed in the appropriate manner in the space provided to follow.
If Bidder is An Individual:**

By _____
(Signature)

By _____
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

If Bidder is A Partnership:

By _____ (SEAL)
(Firm Name)

(General Partner Signature)

(General Partner Printed Name)

Business Address _____

Phone No.: _____

If Bidder is A Joint Venture:

By _____ (SEAL)
(Signature)

By _____ (SEAL)
(Printed Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

If Bidder is A Corporation:

By Spiegelberg Lumber & Building Company (SEAL)
(Corporation Name)

Wyoming

(State of Incorporation)

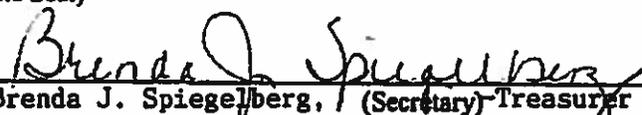
By  (SEAL)
(Signature of Person Authorized to Sign)

By Frankie S. Spiegelberg (SEAL)
(Name of Person Authorized to Sign)

Vice-President

(Title)

(Corporate Seal)

Attest 
Brenda J. Spiegelberg, (Secretary) Treasurer

Business Address 259 West Fremont Street (PO Box 1128)

Laramie, WY 82073

Phone No.: 307-742-6651

13. Phone Number and Address for receipt of official communications:

Address: 259 West Fremont Street (PO Box 1128)

Laramie, WY 82072 (82073)

Telephone: 307-742-6651

SUBCONTRACTOR & SUPPLIER LIST

COL FIRE STATION 2 ADDITION

NAME OF SUBCONTRACTOR: <u>Curtright Plumb</u>		PRIMARY CONTACT: <u>Steve Curtright</u>	
ADDRESS: <u>PO Box 11275</u>			
CITY: <u>Laramie</u>		STATE: <u>WY</u>	ZIP CODE: <u>82073</u>
PHONE: <u>399-6714</u>	FAX: <u>399</u>		ESTIMATED % OF WORK TO BE COMPLETED: <u>10%</u>
CELL: <u>399-6706</u>	E-MAIL:		
NAME OF SUBCONTRACTOR: <u>Advanced Comfort</u>		PRIMARY CONTACT: <u>Todd Harter</u>	
ADDRESS: <u>3941 W. 5th St, Unit A</u>			
CITY: <u>Cheyenne</u>		STATE: <u>WY</u>	ZIP CODE: <u>82013</u>
PHONE: <u>778-4911</u>	FAX: <u>778-4981</u>		ESTIMATED % OF WORK TO BE COMPLETED: <u>8%</u>
CELL:	E-MAIL:		
NAME OF SUBCONTRACTOR: <u>Gold Brick Masonry</u>		PRIMARY CONTACT: <u>Steve Sutter</u>	
ADDRESS: <u>PO Box 2034</u>			
CITY: <u>Laramie</u>		STATE: <u>WY</u>	ZIP CODE: <u>82073</u>
PHONE: <u>742-9319</u>	FAX: <u>742-1330</u>		ESTIMATED % OF WORK TO BE COMPLETED: <u>2%</u>
CELL:	E-MAIL:		

NAME OF SUPPLIER: <u>Doorways of Wyoming</u>		MATERIALS TO BE SUPPLIED <u>HM Doors & Hardware</u>
ADDRESS: <u>1001 East Lincolnway</u>		
CITY/STATE/ZIP: <u>Cheyenne, WY 82001</u>		
PHONE: <u>307-1032-5521</u>		
NAME OF SUPPLIER: <u>Spiegelberg Lumber: Bldg Co.</u>		MATERIALS TO BE SUPPLIED <u>Rough Carpentry</u>
ADDRESS: <u>PO Box 1128</u>		
CITY/STATE/ZIP: <u>Laramie, WY 82073</u>		
PHONE: <u>307-742-1057</u>		
NAME OF SUPPLIER: <u>Whitecap</u>		MATERIALS TO BE SUPPLIED <u>Reinforcing</u>
ADDRESS: <u>3957 West 5th St.</u>		
CITY/STATE/ZIP: <u>Cheyenne, WY 82027</u>		
PHONE: <u>307-1034-5821</u>		

[Qualifications; rev 11.13.13]

QUALIFICATION FORM

COL FIRE STATION 2 ADDITION

To be submitted with the Bid Form.

The word "it", used herein by way of reference to the undersigned shall be deemed to mean "he/she" if an individual and "they" if a partnership.

1. It maintains a principal place of business at:

259 West Fremont Street Laramie WY
(Street Address) (City) (State)

PO Box 1128, Laramie, WY 82073 (Mailing Address, if
different than Street Address)

2. It proposes to supply the following detailed scope of work:

a. Field Labor: Provide all labor necessary to complete the project
as outlined in the plans and specifications.

b. Material: Provide all materials necessary to complete the project
as outlined in the plans and specifications.

3. It has had the following experience on other similar work that has been completed (indicate type of job, and names and telephone numbers of references):

City Hall Remodel, City of Laramie, Wyoming

Lincoln Community Center Remodel, Laramie, Wyoming

Niobrara County High School Window Replacement, Lusk, Wyoming

Developmental Preschool & Daycare Center, Laramie, Wyoming

4. It has the following or the current work under contract (indicate type of job, names of references, estimated completion date, and approximate percentage completion):

Big Brothers Big Sisters Mentoring Center, Laramie, WY

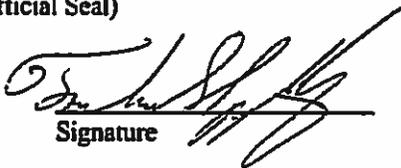
Hospice of Laramie, Laramie, WY

5. It hereby represents and warrants that all statements set forth herein are true and correct. (If the Supplier is a partnership, the partnership name must be signed, followed by the signature of at least one of the partners. If the Supplier is a corporation, the corporate name must be signed, followed by the signature of a duly authorized officer and the corporate seal affixed. A typewritten copy of all names and signatures shall be appended. No alterations, erasures or interlineations will be permitted).

(Official Seal)

Spiegelberg Lumber & Building Company
Name of Bidder

4/5/16
Date


Signature

Frankie S. Spiegelberg, Vice-President
Title

Date

Signature

Title



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0022

THIS CERTIFIES THAT: SPIEGELBERG LUMBER & BUILDING COMPANY

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

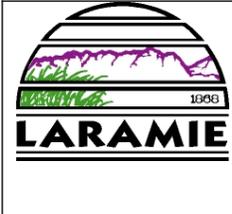
GRANTED THIS 2nd DAY OF September TWO THOUSAND AND 15


CHERIE DOAK, DEPUTY ADMINISTRATOR

EXPIRATION DATE: 9/1/16

RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
LABOR STANDARDS, 1510 E. PERSHING, WEST WING, ROOM 150, CHEYENNE, WY 82002.

CITY OF LARAMIE COUNCIL REGULAR MEETING April 19, 2016



Agenda Item: Original Ordinance - 3rd Reading

Title: Original Ordinance No. 1930 Approving the nonexclusive Franchise Agreement for Cable TV Services Between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC Locally Known as Charter Communications

Recommended Council MOTION:

I move to approve on third and final reading Original Ordinance No. 1930 approving the nonexclusive Franchise Agreement for Cable TV Services between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC locally known as Charter Communications and authorize the Mayor and City Clerk to sign.

Administrative or Policy Goal:

Continuation of Cable TV Services in the community

Background:

Updated information (4-19-16):

Following the discussion and defeat of Ordinance No. 1930 on March 15, 2016, Charter officials offered the language for Section 3.2 of the ordinance related to an Annual Review process. On April 5, 2016 Council voted to reconsider the third reading of Ordinance No. 1930. Charter offered the language proposed below as options:

Charter language:

Option #1:

*Annual Review. It is the intent of the Grantor to have a successful relationship with the Grantee. Grantee agrees that Grantor may, on an annual basis after the Effective Date, request a meeting with Grantee at a location designated by Grantor within the City to discuss performance of the Grantee and, as appropriate, resolution of any service issues of concern. Grantor will provide no less than 60 days advance notice of the meeting to the appropriate local representative of the Grantee and the representative listed in the Franchise Agreement. Discussion topics will be identified prior to the meeting and discussion limited to the items listed in the notice. Grantor and Grantee agree to seek efficient and amicable resolution of identified service issues. This annual review will occur upon notice given consistent with this section, for the **first three years after the Effective date** of this Franchise.*

Option #2:

Annual Review. It is the intent of the Grantor to have a successful relationship with the Grantee. Grantee agrees that Grantor may, on an annual basis after the Effective Date, request a meeting with Grantee at a location designated by Grantor within the City to discuss performance of the Grantee and, as appropriate, resolution of any service issues of concern. Grantor will provide no less than 60 days advance notice of the meeting to the appropriate local representative of the Grantee and the representative listed in the Franchise Agreement. Discussion topics will be identified prior to the meeting and discussion limited to the items listed in the notice. Grantor and Grantee agree to seek efficient and amicable resolution of identified service issues. This annual

review will occur upon notice given consistent with this section, for **the ten (10) year term after the Effective date of this Franchise.**

City proposed language:

Option #1:

Annual Review. It is the intent of the Grantor to have a successful relationship with the Grantee. To that end, the Grantor may annually request to the Grantee, a meeting be held at the Grantor’s location to discuss performance of the Grantee and appropriate resolution of any service issues of concern brought to the attention of both the Grantor and Grantee. Notice of the meeting will be provided to the Grantee no less than sixty days prior to the date of the meeting to the contact listed in the Franchise Agreement. The meeting topics will be outlined to the Grantee in that notice. It will be the intent of the parties to work toward amicable resolutions of the noted service issues in an expedient manner.

Option #2:

*Annual Review. It is the intent of the Grantor to have a successful relationship with the Grantee. Grantee agrees that Grantor may, on an annual basis after the Effective Date, request a meeting with Grantee at a location designated by Grantor within the City to discuss performance of the Grantee and, as appropriate, resolution of any service issues of concern. Grantor will provide no less than 60 days advance notice of the meeting to the appropriate local representative of the Grantee and the representative listed in the Franchise Agreement. Discussion topics will be identified prior to the meeting and discussion limited to the items listed in the notice. Grantor and Grantee agree to seek efficient and amicable resolution of identified service issues. This annual review will occur upon notice given consistent with this section, for the ten (10) year term after the Effective date of this Franchise. **In the event that amicable resolution of identified service issues is not achieved, the Grantor reserves the right to implement customer service standards applicable to and enforceable on the Grantee.** Appropriate action for failure to meet customer service standards by the Grantee will be at the discretion of the Grantor.*

The language proposed by Charter is similar to the initial language desired by the Council. However, Charter’s language did not propose customer service standards and they may not be agreeable to that language.

Currently, the Franchise term is five years as amended into the ordinance by Council on second reading. Amendments can be made to the ordinance on third reading as desired by Council.

Legal/Statutory Authority:

WY Statute authorizes a city to enter into franchise agreements

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$275,000.00	Annual estimated Franchise Fees (FY2016 budget)
Grants for Projects		
Loans on Project		
Other		
Total	\$275,000.00	

Responsible Staff:

David M Derragon 721-5304

Future dates are subject to change

Public Forum	September 16, 2015
Public Hearing (PH) Held	November 10, 2015
PH Advertised	November 8, 2015
Introduction/1 st Reading	November 3, 2015
2 nd Reading	January 5, 2016
3 rd Reading	April 19, 2016

Attachments: Ordinance

ORIGINAL ORDINANCE NO. 1930
ENROLLED ORDINANCE NO. _____

INTRODUCED BY: Shuster

AN ORDINANCE APPROVING THE FRANCHISE AGREEMENT FOR CABLE TV SERVICES BETWEEN THE CITY OF LARAMIE, ALBANY COUNTY, WYOMING AND BRESNAN COMMUNICATIONS, LLC LOCALLY KNOWN AS CHARTER COMMUNICATIONS

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Laramie, Wyoming, hereinafter referred to as the "Grantor" and Bresnan Communications, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Franchise Authority and Grantee agree as follows:

SECTION 1
Definition of Terms

- 11 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.
- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act
 - B. "Board/Council" shall mean the governing body of the Grantor.

- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- F. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- I. "State" shall mean the State of Wyoming.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

21 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable

System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 **Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ~~ten (10)~~ **five (5) years**, commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 **Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public , to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 **Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 **Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

3.2 **Annual Review.**

SECTION 4 **Indemnification and Insurance**

4.1 **Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor , its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability

shall indemnify and hold Grantor , its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the

Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantee determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

51 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

- 5.2 **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

- 6.1 **Service Area.** The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access and with permission to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- 6.2 **New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.
- 6.3 **Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates, Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days `written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise *fees* on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall

not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable codes adopted by the governing body of the City of Laramie.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8

Conditions on Street Occupancy

81 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

82 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee will not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the of the Cable system in the service area provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.1 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to (Five) percent (5 %) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall *be* made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the

Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and

reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any hooks, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall provide one channel on the Cable System for use by the Grantor non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to Subscribers.

13.2 Service to Government Buildings. Subject to applicable law, Grantee will provide on a voluntary basis one outlet of Basic Service and one converter box to the following City facilities and public schools at the following locations attached to Exhibit "A".

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set

forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely

manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Laramie
City Manager's Office
PO Box C
Laramie, WY 82073
Email: PublicAccessTV@cityoflaramie.org

Grantee: Bresnan Communications, LLC
VP, GM KMA
1860 Monad Road
Billings, MT 59102

Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or

exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.61 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise after passage, approval and publication of the ordinance as required by law. This Franchise shall expire on November 30, ~~2025~~ 2020, unless extended in accordance with Section 2.2 of the Franchise or by the mutual of the parties. If any *fee* or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

[Grantor] Signature: _____

David A. Paulekas
Mayor and President of the City Council

Attest:

Signature: _____

Angie Johnson
City Clerk

First Reading: November 3, 2015
Public Hearing: November 10, 2015
Second Reading: January 5, 2016
Third Reading: January 19, 2016

Publication:

Accepted this day of _____, 20 _____, subject to applicable federal,
State and local law.

**Bresnan Communications, LLC 1/k/a Charter
Communications**

Signature: _____

Name/Title: _____

Date: _____

Exhibit "A"

City Hall
406 Ivinson Street
Laramie, WY 82073

Laramie Fire Department
209 S. 4th Street
Laramie, WY 82070

Laramie Police Department
420 E. Ivinson Street
Laramie, WY 82070

Beitel Elementary School
811 S. 17th ,
Laramie, WY 82070

Indian Paint Brush
1653 N. 28th Street,
Laramie, WY 82070

Laramie High school
1275 N. 11th Street
Laramie, WY 82070

Laramie Junior High School
1355 N. 22nd Street
Laramie, WY 82070

Laramie Montessori
365 W. Grand Avenue
Laramie, WY 82070

Lindford Elementary
120 S. Johnson Street
Laramie, WY 82070

Slade Elementary
1212 Baker Street
Laramie, WY 82072

Snowy Range Academy
4037 E. Grand Avenue
Laramie, WY 82070
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Spring Creek Elementary

**1203 Russell Avenue
Laramie, WY 82070**

**UW Lab School
College of Education Building
University of Wyoming
Laramie, WY 82071**

**Valley View Elementary
16 Mandel Lane
Laramie, WY 82070
Whiting High School**

**Whiting High School
801 S. 24th Street
Laramie, WY 82070**

**Albany County Public Library
310 South 8th Street
Laramie, WY 82070**

UPCOMING COUNCIL MEETINGS April 19, 2016

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

April 19, 2016

6:00 p.m. - Pre-Council

6:30 p.m. - Public Hearing: Business Ready Community Grant on behalf of Main Street Alliance

6:30 p.m. - Regular Meeting

April 26, 2016

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Work Session: Bill Nye Western Corridor

6:00 p.m. - Work Session: Pavement Management Program

6:00 p.m. - Work Session: Art Plan Update

6:00 p.m. - Work Session: City Council Updates/Council Comments

6:00 p.m. - Work Session: Agenda Review

6:00 p.m. - Work Session: Public Comments

May 3, 2016

6:00 p.m. - Pre-Council

6:30 p.m. - Regular Meeting

May 10, 2016

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Work Session: Budget/Enterprise Funds

6:00 p.m. - Work Session: LCBA Annual Report

6:00 p.m. - Work Session: City Council Updates/Council Comments

6:00 p.m. - Work Session: Agenda Review

6:00 p.m. - Work Session: Public Comments

May 12, 2016

6:00 p.m. - Work Session: Budget/Enterprise Funds

May 16, 2016

6:00 p.m. - Work Session: Budget/Government Funds

May 17, 2016

6:00 p.m. - Pre-Council

6:30 p.m. - Regular Meeting

May 19, 2016

6:00 p.m. - Special Meeting: Budget

6:00 p.m. - Work Session: Budget

May 24, 2016

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Special Meeting: Budget

6:00 p.m. - Work Session: Budget

6:00 p.m. - Work Session: City Council Updates/Council Comments

6:00 p.m. - Work Session: Agenda Review

6:00 p.m. - Work Session: Public Comments

UPCOMING COUNCIL MEETINGS April 19, 2016

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

June 7, 2016

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

June 14, 2016

- 6:00 p.m. - Work Session:** Public Comments
- 6:00 p.m. - Special Meeting:** Budget Adoption
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review
- 6:00 p.m. - Work Session:** Public Comments

June 21, 2016

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

June 28, 2016

- 6:00 p.m. - Work Session:** Public Comments
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review
- 6:00 p.m. - Work Session:** Public Comments

FUTURE CITY COUNCIL WORK SESSIONS 4/19/2016

Requested by Council Formal Action:

City Curb & Gutter Policy (Paulekas)

Review general process of Boards & Commissions Program (Weaver/Vitale)

Review of Inter-Agency City/County Agreements (Hanson)

UDC WAM Members Poll Results (Shuster)

Review of funding allocation for Child Care providers (Paulekas)

Open 311 (Summerville)

Turner Tract Plan Update (Summerville)

*Pavement Maintenance Program (Weaver)

ACTA (Albany County Transportation Authority)/MPO (Summerville)

Tech Hire Grant Program (Summerville)

Homeless/Homeless Veterans (Shumway/Summerville)

Update on taxi laws (Summerville)

*Public Art (Summerville)

Requested by Staff:

Policy on Annexation & Extra-Territorial City Services Action Plan (Jordan)

*Bill Nye Western Corridor (Hunt)

Downtown Design Guidelines Revisions (Hunt)

* Scheduled, not held.