

**AGENDA**  
**CITY OF LARAMIE, WYOMING**  
**CITY COUNCIL MEETING**  
**CITY HALL, COUNCIL CHAMBERS, 406 IVINSON AVE**  
**May 26, 2020, 6:00 pm**

*City Council Meetings are open to the public. As a temporary public health measure, City Council agendas will be limited to include items essential to continue City operations. Please keep participating in your city government using the following social distancing tools: watch live meetings on Facebook-Live Feed or Cable Channel 191; Public Comments can be made by Phone # 1(669)900-9128 Meeting ID #853814654 or emailing [council@cityoflaramie.org](mailto:council@cityoflaramie.org). Participants on zoom will be muted until the Mayor asks for public comments. Please email: [clerk@cityoflaramie.org](mailto:clerk@cityoflaramie.org) to let us know that you would like to speak during a public comment period. 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.*

*Public Comment is limited to three (3) minutes per speaker. Written public comment shall be submitted to the City Clerk for dissemination and retention for official City records, or submitted to the City Council through electronic correspondence at [council@cityoflaramie.org](mailto:council@cityoflaramie.org). Full text available in Code of Conduct 4.02 and Appendix B and C.*

*Written material relative to an agenda item shall be submitted six (6) days in advance of the meeting (sooner if there are holidays prior to the meeting) in order that copies may be included with the agenda and to give the council an opportunity to review the material in advance of the appearance.*

**1. WORK SESSION**

**2. Public Comments**

(Limited to three (3) minutes per speaker.)

**3. WORK SESSION: Annual Partner Reports**

Documents:

FINAL Thrive Laramie Action Plan.pdf  
Agenda Cover ~ LCBA.pdf  
FY 19 20 Agreement ~ LCBA.pdf  
Agenda Cover ~ LMSA.pdf  
FY 19 20 Agreement ~LMSA.pdf  
Agenda Cover~ LRA.pdf  
FY 19 20 Agreement ~ LRA.pdf

**4. City Council Updates/Council Comments**

**5. Agenda Review**

**6. Public Comments**

(Limited to three (3) minutes per speaker.)

**Thrive Laramie Action Plan**  
**CATALYSTS TO GROWTH**

**Strategy 1: Population Growth to 50,000 to Support Economic Opportunity and Enhance Quality of Life**

Strategy Leads: City of Laramie, Albany County, WYDOT, University of Wyoming, Iverson Memorial Hospital, Laramie Chamber Business Alliance (LCBA), Utilities **Y1** **Y2** **Y3** **Y4** **Y5**

Priority Actions + Tactics	Organizations	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
CG Action 1.1: Run scenarios for what Laramie will need in terms of infrastructure and land use needs required to support residential, commercial and industrial uses.																					
CG Tactic 1.1A	Identify what land use is needed to effectively host an additional 12,000 residents	City of Laramie; Albany County; University of Wyoming (UW)																			
CG Tactic 1.1B	Identify what land use is needed to locate additional businesses and industry	City of Laramie; Albany County; LCBA																			
CG Tactic 1.1C	Identify infrastructure needed to support residential, commercial, and industrial growth.	City of Laramie; Albany County; WYDOT; Utilities; UW; Iverson Memorial Hospital; LCBA																			
CG Action 1.2: Enhance community vibrancy through the capture of additional tax revenue, resident engagement, development of infill and rehabilitated properties, and more.																					
CG Tactic 1.2A	Utilize population growth to enhance community vibrancy through the capture of additional tax revenue	City of Laramie; Albany County																			
CG Tactic 1.2B	Enhance community vibrancy through enhanced resident engagement	City of Laramie; Albany County; UW																			
CG Tactic 1.2C	Accommodate additional population and businesses through the development of infill and rehabilitated properties	City of Laramie; Albany County; UW																			

**Strategy 2: Consistent and Cohesive Laramie Messaging**

Strategy Leads: Albany County Tourism Board, Main Street Alliance, Laramie Chamber Business Alliance (LCBA), the University of Wyoming, Laramie County Community College, the Airport Authority, Wyoming Business Council **Y1** **Y2** **Y3** **Y4** **Y5**

Priority Actions + Tactics	Organization	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
CG Action 2.1: Establish the Laramie Marketing Taskforce																					
CG Tactic 2.1A	The Albany County Tourism Board should convene core partners	Albany County Tourism Board																			
CG Tactic 2.1B	Identify existing advertising/promotional budgets	Laramie Marketing Taskforce (Albany County Tourism Board, Main Street Alliance, Laramie Chamber Business Alliance (LCBA), the University of Wyoming, Laramie County Community College, the Airport Authority, Wyoming Business Council)																			
CG Tactic 2.1C	Evaluate existing messaging such as the University's 'the world needs more cowboys' and existing tourism and business marketing materials	Laramie Marketing Taskforce																			
CG Action 2.2: Develop, test, and finalize new branding platform and adoption																					
CG Tactic 2.2A	Engage creative talent to determine possible brand and messaging	Laramie Marketing Taskforce																			
CG Tactic 2.2B	Identify how to use the messaging across arts, recreation, economic development asset	Laramie Marketing Taskforce																			
CG Tactic 2.2C	Develop a targeted list of personas, platforms, and market test the campaign	Laramie Marketing Taskforce																			
CG Tactic 2.2D	Refine, design, and adopt final common messaging	Laramie Marketing Taskforce																			

**Strategy 3: Revenue Enhancements to Support Plan Implementation**







**Thrive Laramie Action Plan**  
**Expanding Tech, Innovation, and Entrepreneurship**

**Strategy 5: Develop and Expand Tools and Programs for Entrepreneurs, Startups, and Small Businesses**

Strategy Lead: LCBA

Recommendation and Priority Actions			Organizations	Y1				Y2				Y3				Y4				Y6			
				1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
EN Recommendation	5.1: Develop an Entrepreneurial Partnership of organizations that serve entrepreneurs, startups and small businesses		Partnership, UW, Business Resource Network (College of Business, International Office, Research and Economic Development, Small Business Development Center, Wyoming Technology Business Center, Wyoming Women's Business Center), LCCC, ACSD, Co-working spaces and incubators, like the Duxches, Wyoming																				
EN Action	5.1A Identify an individual/organization to serve as a neutral organizer of the Partnership, and submit all services and resources that serve entrepreneurs to the organizer		Laramie Entrepreneurial Partnership																				
EN Action	5.1B Convene the Entrepreneurial Partnership to map entrepreneurial resources, identify redundancies, define roles		Laramie Entrepreneurial Partnership																				
EN Action	5.1C Create tools like a resource map to better promote business resources and program offerings. Update via annual work session		Laramie Entrepreneurial Partnership																				
EN Action	5.1D Explore new and unique sources of assistance to entrepreneurs, implementing 1-2 each year		Laramie Entrepreneurial Partnership																				
EN Action	5.1E Explore the creation of a business census or licensing/registration system, to create a more complete and accurate business listing to deliver resources, updated annually		City of Laramie, Entrepreneurial Partnership																				
EN Action	5.1F Identify additional opportunities like grants and loans, opportunity zone funding		City of Laramie, Entrepreneurial Partnership																				

**Strategy 6: Foster an Entrepreneurial Culture**

Strategy Lead: LCBA

Recommendation and Priority Actions			Organization	Y1				Y2				Y3				Y4				Y6			
				1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
EN Recommendation	6.1: Centralize Resources for Small Businesses and Startups																						
EN Action	6.1A Convene entrepreneurial leaders to learn from their experience in the ecosystem and build the narrative of the positive aspects of entrepreneurship		LCBA, Laramie Entrepreneurial Partnership, Entrepreneurs																				
EN Action	6.1B Replicate, scale, and promote entrepreneurial events to create more one-on-one, personal connections between new and seasoned entrepreneurs		LCBA, Laramie Entrepreneurial Partnership																				
EN Action	6.1C Identify strengths of other entrepreneurial communities. Create a shared definition of targeted growth goals in terms of types of firms, numbers of technologies licensed, etc		LCBA, Laramie Entrepreneurial Partnership, Main Street Alliance, City of Laramie, Albany County, UW, LCCC																				
EN Action	6.1D Highlight the region's entrepreneurial amenities to target populations		LCBA, Laramie Entrepreneurial Partnership, Main Street Alliance, City of Laramie, Albany County, UW, LCCC																				
EN Action	6.1E Expand tools, resources, and support for freelancing and entrepreneurship to reduce the risk and enhance the culture (revisit at regular intervals)		LCBA, Laramie Entrepreneurial Partnership, Main Street Alliance, City of Laramie, Albany County, UW, LCCC																				
EN Action	6.1F Incorporate entrepreneurial training into primary, secondary, and post-secondary education		LCBA, Laramie Entrepreneurial Partnership, Laramie-grown business owners																				

**Thrive Laramie Action Plan**  
**Quality of Life + Tourism**

**Strategy 7: Maximize Tourist Attraction and Expenditure Capture**

Strategy Lead: Albany County Tourism

			Y1				Y2				Y3				Y4				Y5			
Recommendation and Priority Actions			Organizations				1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
QL Recommendation 7.1: Build the tourism economy around existing ecosystem assets; connect, communicate, and leverage efforts across entities																						
QL Action 7.1A	Convene partners and develop a series of information pathways with cohesive messaging for various amenities	Albany County Tourism, Main Street Alliance, LCBA, City, County, large employers, LCCC, UW, Museums, Territorial Prison, Downtown Shopping and Dining Establishments, Gryphon Theatre, Wyo Theatre, Motel/ Hotels, Harney Viaduct, Laramie Mural Project, Ice rink, Public Park. UW and State high school athletic association, LGTBQ events and Pride Festival																				
QL Action 7.1B	Evaluate current marketing techniques and provide resources to scale these into an integrated tourism marketing campaign	Albany County Tourism, Laramie Marketing Taskforce																				
QL Action 7.1C	Improve the digital experience for visitors and residents alike	Main Street Alliance, LCBA, UW, LCCC																				
QL Action 7.1D	Co-sponsoring and organization of more events and programs to bring people in	LCBA, City, County, large employers, LCCC, UW, Museums, Territorial Prison, Downtown Shopping and Dining Establishments, Gryphon Theatre, Wyo Theatre, Motel/ Hotels, Harney Viaduct, Laramie Mural Project, Ice rink, Public Park. UW and State high school athletic																				
QL Action 7.1E	Develop a process to measure quality of experience, via visitor surveys or a rating system	Albany County Tourism																				
QL Action 7.1F	Support improvements to the on-the-ground experience across the city and county. Enhance entry points into the community, creating attractive entry corridors	City, County, Main Street Alliance, UW, Tourism																				
QL Action 7.1G	Support and advocate for additional education and training in key areas that support these industries	UW, LCCC, WyoTech, Albany County Tourism, Main Street Alliance																				

**Strategy 8: Promoting Laramie as the Culture Capital of Wyoming**

Strategy Lead: City Council

			Y1				Y2				Y3				Y4				Y5			
Recommendation and Priority Actions			Organization				1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
QL Recommendation 8.1: Develop a mini-grant fund for equitable and inclusive arts and culture initiatives that is earmarked for project administration and management																						
QL Action 8.1A	Draw lessons learned from successful programs locally and elsewhere	City Council, Wyoming Arts Council, Americans for the Arts, Laramie Public Art Commission																				
QL Action 8.1b	Identify available funding sources - both existing and future fund options - and create a budget for funding the program.	City Council, Wyoming Community Foundation,																				
QL Action 8.1C	Establish a Board of Advisors that is accountable to and recruited from the community, to detail the program's purpose, objectives, and goals	City Council, Laramie Plains Civic Center, Wyo Theater, local theater companies, UW, Laramie Public Art Commission, Laramie Artist Project, Wyoming Art Party, Student Art League																				
QL Action 8.1D	Seek input from the community and launch initial application and grant cycle	Local artists, Board of Advisors																				
QL Action 8.1E	Establish professional development and mentorship opportunities for smaller, disadvantaged, and underrepresented organizations	Local artists, Board of Advisors																				
QL Action 8.1F	Work to support local artist advancement and visibility. Explore bringing in major collectors to bring in national and international artists	Board of Advisors, Laramie Artist Project, Wyoming Art Party, Student Art League																				

**Strategy 9: Sustainably Grow the Opportunity and Economic Impact of Outdoor Recreation and Related Tourism**

Strategy Lead: Laramie Outdoor Recreation Coalition

			Y1				Y2				Y3				Y4				Y5			
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Recommendation and Priority Actions			Organization				1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
QL 9.1: Create an Outdoor Recreation Coalition to boost use and economic impact of outdoor recreational assets.																						
QL Action 9.1A	Recruit organizations to join the coalition, form a board, and appoint an entity to spearhead	City of Laramie Parks and Rec Department, Friends of the Laramie Skatepark, Wyoming Game and Fish Department, Pole Mountain and Medicine Bow units of the United States Forest Service, Happy Jack recreation area, Vedauwoo - climbing and hiking, Wyoming Territorial Prison, Pilot Hill, University of Wyoming (including the Golf Course), Bamforth, Mortenson Lake, and Hutton Lake National Wildlife Refuges, Rogers Canyon (Bureau of Land Management), The Laramie River, Curt Gowdy State Park, Snowy Range Ski Area (SRSA), Snowy Range Snowmobile Club, Woods Landing, Medicine Bow Nordic Association, High Plains Harriers, Laramie Bikenet, Laramie Racing, Rendezvous Wyoming, Wyoming Women's Council, Outdoor-oriented business leaders in the community																				
QL Action 9.1B	Conduct a SWOT analysis or a resource inventory of all available outdoor recreation amenities	Outdoor Recreation Coalition, UW Haub School Outdoor Recreation and Tourism Management Program																				
QL Action 9.1C	Amplify messaging to attract additional visitors, residents, and businesses to the region that value outdoor recreation	Outdoor Recreation Coalition, Laramie Marketing Taskforce, Outdoor-oriented business leaders in the community																				
QL Action 9.1D	Support the prioritization and implementation of projects identified in the Parks and Recreation Master Plan. Improve street, park, and community infrastructure in key corridors, encouraging bike and pedestrian connectivity.	Outdoor Recreation Coalition, City of Laramie Planning and Public Works, Albany County																				
QL Action 9.1E	Develop a Trail Etiquette program to help sustainably manage growth by guiding behavior on regional trails to ensure net economic benefit	Outdoor Recreation Coalition, City of Laramie, Albany County, Common Outdoor Ground																				



<b>IN Action 12.1E</b>	Attract green technology companies and those interested in integrating renewables into their energy mix. Market energy diversity to recruit residents and businesses.	LCBA	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<b>IN Action 12.1F</b>	Identify pilot renewable energy projects	City of Laramie, Albany County, UW, LCCC, private employers	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<b>IN Action 12.1G</b>	Explore becoming Carbon Neutral, as well as legislation to encourage renewable energy and increase net metering	City of Laramie	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■



HS Action 13.4F	Explore the development of a Rental Registry and Inspection Program to reduce blighted properties that are negatively impacting property values and neighborhood investment. Work with the Community College to develop/expand existing renter-education programs	City of Laramie, Developers, Property Managers, Property Owners, LCCC	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
HS Action 13.4G	Initiate planning efforts that consider growth opportunities in north and west Laramie to determine how these areas should grow, and what type of development should occur to attract investment.	City of Laramie	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

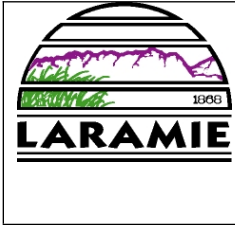
<b>Thrive Laramie Action Plan</b>				
<b>METRICS</b>				
<b>Catalysts for Growth</b>				
<b>MEASURING SUCCESS</b>	<b>Current BASELINE</b>	<b>Measurement NOTES</b>		
Residents continue to proclaim that Laramie is a great place to live.	Refer to the Thrive Laramie Community Survey and the City of Laramie's Citizen Survey for current sentiment	The City of Laramie Community Survey (conducted at least every-five years) should maintain these questions going forward to measure any changes.		
Annual growth in population occurs, with the goal of 50,000 residents by 2030.	Population is projected to naturally grow by 4,000 people to 42,000 by 2030			
Development and utilization of a common branding campaign and messaging platform.				
Increase in web traffic, visitors and business/investment inquiries as reported by each of the branding partnership members.				
<b>Industry and Wages</b>				
<b>MEASURING SUCCESS</b>	<b>Current BASELINE</b>	<b>Measurement NOTES</b>		
Strategy and marketing campaign are publicized and updated at regular intervals				
Roundtables are held, resulting recommendations are developed, and the three most pressing barriers are addressed				
An annual survey of local businesses is conducted, to measure their: - Sentiment around ease of doing business - State of the "trailing spouse" issue	Refer to the Thrive Laramie Community Survey - "Over 50% of business leaders agreed that Laramie is a good place to operate a business"	Add a question to the City of Laramie's Citizen Survey		
Overall businesses expansions		A transforming economy will see both growth and retraction of industry. Overall, the goal should be that 66% of all sectors are expanding by 2030		
Businesses in target industries, including Professional, Scientific, and Technical Services, Manufacturing, and Finance and Insurance, are attracted to Laramie		This should be measured through an annual survey of local businesses		
Square footage of new or redeveloped industrial and commercial space		Measured through an annual survey of local businesses		
Number of graduates placed in local jobs		Measured through an annual survey of local businesses		
Number of businesses participating and finding value in the network		Measured through an annual survey of local businesses		
New initiatives are launched with the goal of helping to decrease costs of employment				
Albany County's total workforce increases by 30% to 20,414	Current workforce = 15,703			
Increase the ratio of workers in identified sectors that pay 1.5x above the median wage to 20% of the employment base	Current ratio = 1,684 workers (11% of total)			
"Brain drain" is reduced		Measured in collaboration with alumni offices		
<b>Town-Gown</b>				

PERFORMANCE MEASURES	Current BASELINE	Measurement NOTES		
A committee is formed with defined bylaws or rules for governance				
Sentiment perceptions of residents, students, faculty, staff, and employers about how they experience the town and/ or campus and connectivity between the two is tracked and improves over time.		This could be done by adding questions to the City of Laramie Community Survey (conducted at least every-five years)		
Explore the creation of a standardized event evaluation form to create a record of demographics and general satisfaction of all attendees at UW-affiliated educational events that occur in the community.				
Three to five joint planning activities are identified in the short, medium, and long term	Currently ad hoc			
A number of select building, land, or infrastructure projects are identified for coordinated contributions				
A number of social integration activities (e.g. Main Street City Guide included in University of Wyoming scheduling) are identified for coordinated contributions				
Employer complaints about skills mismatch are decreased		Measured by annual business survey		
<b>Overall quality of life and sentiment that "Laramie is a great place to work" by all segments of the population are increased</b>		Measured by the City of Laramie Community Survey (conducted at least every-five years)		
Number of internships hosted by local companies is increased		Measured by annual business survey		
Student retention in the region and the state is improved		Tracked and reported by alumni offices		
Median wage is increased from to \$63,000	Current median wage in Albany County = \$45,816			
Median wage for those aged 25- 44 increases to \$71,000	Current median wage in Albany County for those aged 25- 44 = \$53,405			
<b>Tech, Innovation, Entrepreneurship</b>				
PERFORMANCE MEASURES	Current BASELINE	Measurement NOTES		
Entrepreneurs feel the entrepreneurial environment is organized and helpful		An annual survey to entrepreneurs should be developed		
<b>Number of new business start-ups increases to an average of 130 per year, allowing Albany County's business birth rate to climb to 13%, establishing it as 1st among the 23 counties for highest business birth rate</b>	Current number of new business start-ups average = 80 per year Current business birth rate = 8.6% Current ranking = 21 of 23 counties	*It will be important that tracking and metrics are consistent among entrepreneurial support organizations, and that this information, when compiled, is available to all. This can be accomplished by implementing an annual head count survey to small businesses and startups that is administered by economic development organizations or industry groups that represent various sectors or industries. This work can build on the Business Resource Network analysis conducted by the University of Wyoming Office of Research and Economic Development.		
Business longevity increases		Measured by annual business survey		
Business death rate decreases	Current business death rate = 8.3%			
Increased employment diversity, especially more women-owned businesses		Measured by annual business survey		

Increased number of types of businesses in Laramie		Measured by annual business survey		
Small businesses, entrepreneurs, and general community members share the sentiment that “Laramie is a great place to start and run a business; Laramie is a great place to innovate.”		Measured by annual business survey		
Number of programs held by entrepreneurs and number of discrete participants				
Number of jobs among current startups and small businesses are increased		Measured by annual business survey		
<b>Quality of Life &amp; Tourism</b>				
<b>PERFORMANCE MEASURES</b>	<b>Current BASELINE</b>	<b>Measurement NOTES</b>		
Quality of the tourism experience is tracked and improved		Measured by a satisfaction survey comparable to the Service Excellence Program used in Steamboat Springs, CO.		
Number of events increases				
Digital presence (websites, active social media accounts) of local tourism-related ventures increases				
Digital traffic from local and out of region visitors increases		Measured by programs like Google Analytics		
Number of overnight visitors increase				
Tourism-related expenditures increase				
Sales tax revenues increase				
Lodging tax revenues increase				
More arts initiatives are receiving a cash match		Arts mini-grant annual report should be developed		
<b>Equity in action is demonstrated and highlighted - showcasing a broader and more inclusive arts base</b>				
Quality of life for residents is increased		Measured through annual sentiment survey		
Equitable and meaningful limitations on the mini-grant fund are established, including budget size, population served, and topics of priority				
The outdoor recreation coalition is formed with interested parties involved				
Outdoor recreation assets, strengths, and weaknesses are catalogued and documented to identify gaps for improvement		With help from the UW Haub School Outdoor Recreation and Tourism Management Program		
Number of outdoor recreation related businesses created increases		Measured by annual business survey		
Number of jobs supported in the industry increases		Measured by annual business survey		
<b>Infrastructure</b>				
<b>PERFORMANCE MEASURES</b>	<b>Current BASELINE</b>	<b>Measurement NOTES</b>		
Laramie should become the state leader in connectivity by forming the coalition, and creating a master plan by gathering data, establishing benchmarks, and determining goals	No community in WY currently has a published broadband plan with current status, benchmarks, or goals for connectivity			
Ensure city policies prepare the region for future broadband, including improved service, quality, and assets				
Broadband education materials are created				
Broadband user base increases				
Asset Management Inventory system is developed and launched	Build on the City's enterprise resource planning (ERP) system, currently being updated			



A shared vision and timeline commitment among partners is established, synergy is increased, and number of surprises and time spent reacting is reduced		Can be supported by MOUs - optional		
Ability to serve current and future utility users is improved				
Water utility break history is lessened over time				
Sewer backups and other reactive maintenance is reduced				
PCI is increased				
Infrastructure is improved in key areas of Laramie, defined collaboratively, and a more reliable, renewable grid for the region's businesses is created				
The number and length of power outages is documented and reduced				
The number of pilot projects and education outreach to the public is increased				
<b>Housing</b>				
<b>PERFORMANCE MEASURES</b>				
	<b>Current BASELINE</b>	<b>Measurement NOTES</b>		
The number of new owner-occupied and rental units is increased to meet target 2030 numbers	The 2015 Housing Study estimated that Laramie has a housing demand for 4,106 additional units by 2030, including 1,762 owner and 2,344 rental units. An estimated 27 to 33 percent of the rental housing target demand should include off-campus student rental housing.			
The number of units rehabbed per year is increased to help meet housing demand	According to the 2015 Housing Study, by 2030, Laramie should target an estimated 592 housing structures for moderate rehabilitation (newdoors, paint, windows, siding, roof, landscaping, etc) and an estimated 342 housing structures for substantial rehabilitation (broken foundation, bowing/bearing walls, sagging roof, etc.). Additionally, an estimated 190 housing structures should be targeted for demolition, due to dilapidated conditions, making the structure not cost effective for rehabilitation.			
The number of residents spending over 30% of their income on housing is reduced	In 2015, this figure was estimated at 1,375 owner households and 3,202 renter households			
The diversity of homes for all residents is increased, including for the elderly, first time homebuyers, middle-income persons, and families and persons with special needs				



**Agenda Item: Discussion Item**

**Title:** Annual report from the Laramie Chamber Business Alliance (LCBA) for its Fee for Service Contract

**Recommended Council MOTION:** N/A

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**Administrative or Policy Goal:** Goal 1: *Holistic Economic Development (Laramie-Centric)*  
 Milestone A: *Adopt Updated 10-Year Economic Development Plan to Replace Chapter 9 of the Comprehensive Plan*

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**Background:** Over the past ten years, the City has contributed \$1,107,000 in funds to the LCBA (formerly, Laramie Economic Development Corporation) via a “Fee for Service” contract through which LCBA provides an array of economic development services for Laramie.

LCBA formed in 2014 with the merger of the former Laramie Economic Development Corporation and the Laramie Area Chamber of Commerce. Before this merger, the City of Laramie’s contractual and financial relationship was with the Laramie Economic Development Corporation. Since this merger, the Fee for Service Agreement has required certain controls to assure that municipal funds are invested in economic development activities -i.e., recruitment, retention, business park expansion, etc. The contract does not fund traditional Chamber activities, like Business After Hours events, golf tournaments, etc., or any other programs or activities that are exclusive to members.

LCBA’s mission is to “lead the community in the improvement of the local business environment, creation of jobs, and growth of the local tax base in Laramie.” This mission is achieved through a variety of programs and activities which seek to grow existing businesses and attract new businesses and industries to the community. Although LCBA is a member-based organization, the vast majority of its services, activities, and programs do not require membership. Several business relocations and expansions and numerous jobs can be attributed to LCBA’s leadership and partnership.

(Note- the Fee for Service contract only addresses professional services provided to the City of Laramie by LCBA, but there are several other project and property specific contracts with LCBA primarily related to Business Ready Community grants and loans from the Wyoming Business Council and the City of Laramie’s Economic Development Fund.)

In FY 2019/2020, \$110,000 was paid to LCBA to provide the services detailed in the attached agreement. Additionally, LCBA Director, Brad Enzi, and board members Rebecca Miller and Mike Peck served on the steering committee for the development of the 10-year Economic Development Plan. Mr. Enzi, Ms. Miller, Mr. Peck and board member Warren Greaser also served as sub-committee chairs for individual work groups that were formed to advise on different subject areas included within the plan. The plan recognizes the important role of LCBA in the community and assigns the organization several leadership and support roles in

implementation. Refer to the following tabs: Catalyst, Industry & Wages, Town & Gown, Entrepreneurship, Quality of Life & Tourism, and Infrastructure.

In finalizing this year's Fee for Service Agreement, staff will work with LCBA to identify specific activities LCBA may take on in the upcoming FY to support the implementation of the economic development plan.

### 2010 to 2014 Investment to LCBA

	2010	2011	2012	2013	2014	5-Yr. Change, 2010 to 2014
LRA	\$85,278	\$82,578	\$80,528	\$80,528	\$91,628	7.4%
LCBA	\$78,000	\$79,000	\$90,000	\$90,000	\$110,000	41.0%
LMSA	\$26,961	\$25,556	\$26,722	\$26,722	\$25,778	-4.4%
	\$190,239	\$187,134	\$197,250	\$197,250	\$227,406	19.5%

### 2015 to 2019 Investment to LCBA

	2015	2016	2017	2018	2019	2020	5-Yr. Change, 2015 to 2019
LRA	\$94,692	\$96,324	\$92,704	\$95,617	\$120,000	\$95,617	1.0%
LCBA	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	0.0%
LMSA	\$40,000	\$40,000	\$40,000	\$40,000	\$50,000	\$50,000	20.0%
	\$244,692	\$246,324	\$242,704	\$245,617	\$280,000	\$255,617	4.3%

### 10 Year Percent Change in investment to LCBA

	10-Yr. Change, 2010 to 2020	10-Yr. Total
LRA	12.1%	\$1,015,494
LCBA	41.0%	\$1,107,000
LMSA	85.5%	\$391,739
	47.2%	\$2,514,233

### Dollar Invested Per Service Area 2020

LRA	4,308 sq mi	\$22.19 per sq mi
LCBA	17.78 sq mi	\$6,186.73 per sq mi
LMSA	28 blocks (.1136 sq mi)	\$1,786 per block (\$5,680 per sq mi)

**Dollar Invested Per Service Area 2010 -2020**

LRA	4,308 sq mi	\$235.72 per sq mi
LCBA	17.78 sq mi	\$62,260 per sq mi
LMSA	28 blocks (.1136 sq mi)	\$13,990 per block (\$44,501 per sq mi)

**AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF LARAMIE AND  
THE LARAMIE CHAMBER BUSINESS ALLIANCE**

1. **Parties.** The parties to this Agreement are the CITY of Laramie, a municipality duly organized and existing under the laws of the State of Wyoming, whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070, hereafter referred to as CITY, and the Laramie Chamber Business Alliance (LCBA), whose address is 800 South 3<sup>rd</sup> Street, Laramie, Wyoming 82070, hereafter referred to as LCBA.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide authorization to LCBA to perform economic development services for the CITY. LCBA will promote and market the CITY's resources, recruit business activity to the CITY, develop primary jobs, and generally work to enhance the economic vitality of the CITY. The CITY will provide payment to LCBA for these services.
3. **Term.** This Agreement is effective July 1, 2018 through June 30, 2020. Upon mutual agreement of the parties, this Agreement may be extended.
4. **Payment.** The CITY agrees to pay LCBA for economic development services in the amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) per annum during the term of this Agreement. Payment will be made on a monthly basis beginning July 2016.
5. **LCBA Responsibilities.** LCBA will:
  - a. Develop the local economy to enhance quality of life for CITY residents by supporting all pertinent council goals and municipal initiatives, attracting and retaining employers, creating and retaining primary jobs, increasing overall economic viability and vitality of businesses within and around the CITY, and to increase employment opportunities for Laramie residents.
  - b. Promote and take advantage of marketing opportunities to attract, retain, and grow businesses in the CITY and the surrounding area, and enhance the infrastructure readiness of the community to accommodate new and existing businesses.
  - c. By October 1, 2018, communicate to CITY staff a plan for assessing the effectiveness of such economic development activities provided by LCBA under this Agreement, and provide an annual report to the CITY.
  - d. By March 31, 2019, provide to the CITY a plan for attaining organizational self-sufficiency such that funding support through the CITY will no longer be necessary to maintain the regular day-to-day operations of the LCBA.
  - e. Maintain sound financial accounting procedures and practices for the funds received from the CITY under the terms of this Agreement. LCBA will maintain financial books, ledgers, records, documents and other evidence necessary to

sufficiently and properly reflect all transactions involving funds from the CITY or grant funds which are passed through the CITY. This includes all development projects in which the CITY was the grant recipient. Upon written request of the CITY, LCBA will make these documents available for inspection at the LCBA offices within five (5) business days.

- f. Provide a written financial and transaction report of the sources and uses made of funds received under this Agreement. The report will be provided to the City Manager and City Council on July 10 of each year for the prior year activity (i.e., the report for July 1, 2018 – June 30, 2019 will be due on July 10, 2019.) If the report is not received, payments under this or subsequent agreements may be withheld.
- g. Continue to work with and through the finance committee to operate while funds from the CITY or grant funds which are passed through the CITY are being used by LCBA, including recapture funds subject to audit. The finance committee shall provide oversight as to the accounting of CITY and pass through CITY funds. The Finance Committee will be responsible to monitor and make recommendations to the LCBA Board regarding LCBA financial conditions and operations related to funds in this Agreement and all grant funds passed through the CITY.

For purposes of this Agreement, while CITY funds or grant funds passed through the CITY, the CITY will designate one CITY employee to be a voting member of the LCBA finance committee, so as to enable the CITY'S designee to participate in meetings related to the activities carried out pursuant to this Agreement and with respect to any state-funded project development agreement between CITY and LCBA and/or CITY and the Laramie Economic Development Corporation ("LEDC"). To that end, LCBA covenants and agrees that it will take those steps necessary to obtain information from LEDC that relate to any project development agreements LEDC has in place with CITY. The purpose of the CITY'S designee's participation in the LCBA finance committee will be to assure that the CITY'S designee has full access to LCBA and/or LEDC records relating to project development agreements and with respect to the use of recaptured funds designated for economic development, such information being necessary for CITY audit compliance. Specifically, the finance committee shall perform the following duties with respect to funds from the CITY or grant funds being passed through the CITY, including recapture funds:

- i. Establish internal controls and periodic review for all cooperative recapture agreements and other legally contractual obligations between the CITY and LCBA or LEDC.
  - ii. Ensure recapture monies be reported as a profit center with appropriate accounting methods.
  - iii. Review and approve yearly reconciliations (based on recapture agreements) submitted to the CITY to ensure grant and loan compliance.
  - iv. Establish policies and procedures for the use of recapture funds and review and recommend expenditures of recaptured funds to the LCBA Board.

- h. Acknowledge, as appropriate, the City of Laramie's contribution to the LCBA through this agreement and its participation in grant funded projects and economic development initiatives in press releases, social media posts, public forums, etc.

**6. 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 of this Agreement.
- b. **Applicable Law.** 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 in the District Court, Second Judicial District, Albany County, Wyoming.
- c. **Compliance with Laws.** LCBA shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- d. **Entirety of Agreement.** This Agreement consisting of five (5) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral, PROVIDED, HOWEVER, that with the exception of the confidentiality provisions of ¶ 5.f above and ¶ 6.l below, nothing in this Agreement shall be deemed to amend, modify or alter either party's responsibilities to the other under any project development agreement or other agreement funded in whole or in part by funds from the Wyoming Business Council.
- e. **Indemnification.** LCBA shall release, indemnify and hold harmless the CITY and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of the LCBA's performance under this Agreement.
- f. **Independent Contractor.** LCBA shall function as an independent contractor for the purposes of this Agreement. LCBA shall assume sole responsibility for any debts or liabilities that may be incurred by LCBA. Nothing in this Agreement shall be interpreted as authorizing LCBA or its agents or employees to act as an agent or representative of or on behalf of the CITY or to incur any obligation of any kind on the behalf of the CITY.
- g. **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 deliver in person.

- h. **Nondiscrimination.** LCBA shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and the American's with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq. LEDC shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.
  - i. **Governmental Immunity.** The CITY of Laramie expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 et seq.
  - j. **Termination.** Upon thirty (30) day written notice and opportunity to cure, the CITY may terminate this Agreement for cause without liability in the event LCBA fails to cure any defect in performance of this Agreement. Either the CITY or LCBA may terminate this Agreement with cause upon one-hundred twenty (120) days written notice; provided however, that if LCBA terminates the Agreement prior to the expiration of the Agreement, it will return all unexpended funds.
  - k. **No Third Party Beneficiaries.** The parties hereto agree that this Agreement shall be applicable only to the parties themselves and shall not be deemed to be for the benefit of any person who is not a party hereto.
  - l. **Confidentiality Obligation.** It is specifically acknowledged and agreed between the parties that there may be occasions in which LCBA receives confidential commercial and/or financial data and trade secret information from third parties or instances in which LCBA uses its own confidential commercial and/or financial data and trade secret information. All such information--whether from third parties or from LCBA or one of its' constituent entities--is hereinafter collectively referred to as "Proprietary Information." In any instance when the LCBA or any its directors, officers, employees, committees, or representatives has such Proprietary Information and such Proprietary Information is discussed with or disclosed to the CITY in any manner whatsoever, the CITY covenants and agrees that it will keep all such Proprietary Information strictly confidential and shall deny the right of inspection of such Proprietary Information pursuant to Wyo. Stat. Ann. § 16-4-203(d)(v) and/or other applicable provisions of Wyoming law precluding disclosure. Moreover, in addition to and not in limitation of the confidentiality obligation discussed above, CITY covenants and agrees that it will sign a two-party or three-party non-disclosure agreements when requested to do so by LCBA and/or by a business that LCBA is working with in regard to economic development activities. LCBA acknowledges that if the CITY receives a valid court order to release information in its possession, the CITY will comply with said court order.
7. **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.

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

Date: 6-19-18

CITY OF LARAMIE, WYOMING

By:   
Andi Summerville, Mayor

(SEAL)

Attest:

 Deputy Clerk for  
Angie Johnson, CITY Clerk

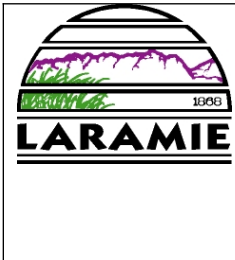
Date: 8-2-18

LARAMIE CHAMBER BUSINESS ALLIANCE

By:   
Print name: Dave Coffey, Chair

Attest:

  
Nancy Stutzman - Vice-Chair, Secretary of the Board



**Agenda Item: FYI**

**Title:** Annual report from the Laramie Main Street Alliance (LMSA) for its Fee for Service Contract

**Recommended Council MOTION:** Goal 1: *Holistic Economic Development (Laramie-Centric)*  
Milestone A: *Adopt Updated 10-Year Economic Development Plan to Replace Chapter 9 of the Comprehensive Plan*

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**Administrative or Policy Goal:** N/A

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**Background:**

In 2005, the City of Laramie applied for and received designation by the Wyoming Business Council as an inaugural Main Street community. The Laramie Main Street Alliance (LMSA) formed shortly thereafter. The City of Laramie has contributed \$391,585 to LMSA over the past ten years. Until recently, this contribution was made via the Community Partners grant program. With the transition to a Fee for Service funding mechanism, the City’s contribution increased to by 25%.

LMSA partners with the Wyoming Business Council’s Main Street Division and is guided by the principles of the National Main Street program which employs a “Four-Point Approach” to downtown development which includes economic development, design, organization, and promotion. The mission of LMSA is to strive “to preserve historic Downtown Laramie while enhancing its economic and social vitality”. In its 15-year history, LMSA has become a nationally-recognized program and a state leader in downtown development and programming.

In FY 2019/ 2020, \$50,000 was paid to the LMSA to provide detailed within the attached agreement. Additionally, LMSA director, Trey Sherwood and board member/DDA President, Chaz Avila, served on the steering committee for economic development plan. The plan recognizes the value of a strong downtown in our overall economic strategy and gives LMSA several supporting roles in the implementation. Refer to the following tabs: Catalyst, Industry & Wages, and Quality of Life & Tourism.

(Note- the Fee for Service contract only addresses professional services provided to the City of Laramie by LMSA, but there is another project/ property specific contracts with LMSA related to the Business Ready Community award from the Wyoming Business Council for the Big Hollow building.)

In finalizing this year’s Fee for Service Agreement, staff will work with LMSA to identify specific activities LMSA may take on in the upcoming FY to support the implementation of the economic development plan.

### 2010 to 2014 Investment to LMSA

	2010	2011	2012	2013	2014	5-Yr. Change, 2010 to 2014
LRA	\$85,278	\$82,578	\$80,528	\$80,528	\$91,628	7.4%
LCBA	\$78,000	\$79,000	\$90,000	\$90,000	\$110,000	41.0%
<b>LMSA</b>	<b>\$26,961</b>	<b>\$25,556</b>	<b>\$26,722</b>	<b>\$26,722</b>	<b>\$25,778</b>	<b>-4.4%</b>
	\$190,239	\$187,134	\$197,250	\$197,250	\$227,406	19.5%

### 2015 to 2019 Investment to LMSA

	2015	2016	2017	2018	2019	2020	5-Yr. Change, 2015 to 2019
LRA	\$94,692	\$96,324	\$92,704	\$95,617	\$120,000	\$95,617	1.0%
LCBA	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	0.0%
<b>LMSA</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>20.0%</b>
	\$244,692	\$246,324	\$242,704	\$245,617	\$280,000	\$255,617	4.3%

### 10 Year Percent Change in investment to LMSA

	10-Yr. Change, 2010 to 2020	10-Yr. Total
LRA	12.1%	\$1,015,494
LCBA	41.0%	\$1,107,000
<b>LMSA</b>	<b>85.5%</b>	<b>\$391,739</b>
	47.2%	\$2,514,233

### Dollar Invested Per Service Area 2020

LRA	<b>4,308 sq mi</b>	\$22.19 per sq mi
LCBA	<b>17.78 sq mi</b>	\$6,186.73 per sq mi
<b>LMSA</b>	<b>28 blocks (.1136 sq mi)</b>	<b>\$1,786 per block (\$5,680 per sq mi)</b>

### Dollar Invested Per Service Area 2010 -2020

LRA	<b>4,308 sq mi</b>	\$235.72 per sq mi
LCBA	<b>17.78 sq mi</b>	\$62,260 per sq mi

LMSA	<b>28 blocks</b> <b>(.1136 sq mi)</b>	\$13,990 per block (\$44,501 per sq mi)
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**AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF LARAMIE AND  
THE LARAMIE MAIN STREET ALLIANCE**

1. **Parties.** The parties to this Agreement are the CITY of Laramie, a municipality duly organized and existing under the laws of the State of Wyoming, whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070, hereafter referred to as CITY, and the Laramie Main Street Alliance (LMSA), whose address is 207 Grand Avenue, Laramie, Wyoming 82070, hereafter referred to as LMSA.
2. **Purpose of Agreement.** The purpose of this Agreement is to continue a partnership between the CITY and LMSA to for the purpose of achieving the goal of preserving and revitalizing the historic downtown, through economic development best practices. As such, LMSA will promote and market the CITY's resources, recruit business activity to the CITY, develop primary and secondary jobs, and generally work to enhance the economic vitality of the CITY specifically as it pertains to the historic downtown district. The CITY will provide payment to LMSA for these services.
3. **Term.** This Agreement is effective July 1, 2018 through June 30, 2020. Upon mutual agreement of the parties, this Agreement may be extended.
4. **Payment.** The CITY agrees to pay LMSA for economic development services in the amount of fifty thousand and 00/100 Dollars (\$50,000.00) per annum during the term of this Agreement. Payment will be made on a monthly basis beginning July 2018.
5. **LMSA Responsibilities.** LMSA will:
  - a. Support pertinent City Council goals and municipal initiatives and encourage economic development within the Downtown Development Authority District which shall enhance the quality of life for city residents by offering cultural and social amenities, attracting and retaining employers, creating and retaining jobs, increasing the economic vitality of businesses in the district and fostering the enhancement of public space downtown.
  - b. Promote and market the district to attract customers, retain, grow and recruit businesses.
  - c. By October 1, 2018 communicate to CITY staff a plan for assessing the effectiveness of such economic development activities provided by LMSA under this Agreement and provide an annual report to the CITY.
  - d. By March 31, 2019, provide to the CITY a plan for attaining organizational self-sufficiency such that funding support through the CITY will no longer be necessary to maintain the regular day-to-day operations of the LMSA
  - e. Maintain sound financial accounting procedures and practices for the funds received from the CITY under the terms of this Agreement, including financial books, ledgers, records, documents and other evidence necessary to sufficiently

and properly reflect all transactions involving funds from the CITY or grant funds which are passed through the CITY. This includes all development projects in which the CITY was the grant recipient. Upon written request of the CITY, LMSA will make these documents available for inspection at the LMSA offices within five (5) business days.

- f. Provide a written financial and transaction report of the sources and uses made of funds received under this Agreement. The report will be provided to the City Manager and City Council on July 10 of each year for the prior year activity (i.e., the report for July 1, 2018 – June 30, 2019 will be due on July 10, 2019.) If the report is not received, payments under this or subsequent agreements may be withheld.
- g. Participate in any reporting as required by the Wyoming Business Council for the Empress Lot Redevelopment Project.
- h. Acknowledge, as appropriate, the City of Laramie's contribution to the Laramie Main Street Alliance and its participation in the Empress Lot Redevelopment project and other relevant projects and initiatives in press releases, social media posts, and public forums.

**6. 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 of this Agreement.
- b. **Applicable Law.** 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 in the District Court, Second Judicial District, Albany County, Wyoming.
- c. **Compliance with Laws.** LMSA shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- d. **Entirety of Agreement.** This Agreement consisting of five (5) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral, PROVIDED, HOWEVER, that with the exception of the confidentiality provisions of ¶ 5.f above and ¶ 6.l below, nothing in this Agreement shall be deemed to amend, modify or alter either party's responsibilities to the other under any project development agreement or other agreement funded in whole or in part by funds from the Wyoming Business Council.

- e. **Indemnification.** LMSA shall release, indemnify and hold harmless the CITY and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of the LMSA's performance under this Agreement.
- f. **Independent Contractor.** LMSA shall function as an independent contractor for the purposes of this Agreement. LMSA shall assume sole responsibility for any debts or liabilities that may be incurred by LMSA. Nothing in this Agreement shall be interpreted as authorizing LMSA or its agents or employees to act as an agent or representative of or on behalf of the CITY or to incur any obligation of any kind on the behalf of the CITY.
- g. **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 deliver in person.
- h. **Nondiscrimination.** LMSA shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and the American's with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq. LMSA shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.
- i. **Governmental Immunity.** The CITY of Laramie expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 et seq.
- j. **Termination.** Upon thirty (30) day written notice and opportunity to cure, the CITY may terminate this Agreement for cause without liability in the event LMSA fails to cure any defect in performance of this Agreement. Either the CITY or LMSA may terminate this Agreement with cause upon one-hundred twenty (120) days written notice; provided however, that if LMSA terminates the Agreement prior to the expiration of the Agreement, it will return all unexpended funds.
- k. **No Third Party Beneficiaries.** The parties hereto agree that this Agreement shall be applicable only to the parties themselves and shall not be deemed to be for the benefit of any person who is not a party hereto.
- l. **Confidentiality Obligation.** It is specifically acknowledged and agreed between the parties that there may be occasions in which LMSA receives confidential commercial and/or financial data and trade secret information from third parties or instances in which LMSA uses its own confidential commercial and/or financial data and trade secret information. All such information--whether from third parties or from LMSA or one if its' constituent entities--is hereinafter collectively referred to as "Proprietary Information." In any instance when the LMSA or any its directors, officers, employees, committees, or representatives has such Proprietary Information and such Proprietary Information is discussed

with or disclosed to the CITY in any manner whatsoever, the CITY covenants and agrees that it will keep all such Proprietary Information strictly confidential and shall deny the right of inspection of such Proprietary Information pursuant to Wyo. Stat. Ann. § 16-4-203(d)(v) and/or other applicable provisions of Wyoming law precluding disclosure. Moreover, in addition to and not in limitation of the confidentiality obligation discussed above, CITY covenants and agrees that it will sign a two-party or three-party non-disclosure agreements when requested to do so by LMSA and/or by a business that LMSA is working with in regard to economic development activities. LMSA acknowledges that if the CITY receives a valid court order to release information in its possession, the CITY will comply with said court order.

7. **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.

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

Date: 7-3-18

CITY OF LARAMIE, WYOMING

By:   
Andi Summerville, Mayor

(SEAL)

Attest:   
Angie Johnson, CITY Clerk

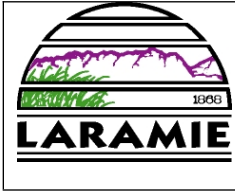
LARAMIE MAIN STREET ALLIANCE

Date: 7-2-18

By:   
Shantel Anderson, Chair

Attest:   
Claudia Carlson, Secretary





**Agenda Item: FYI**

**Title:** Annual report from the Laramie Regional Airport (LRA)for its Fee for Service Contract

**Recommended Council MOTION:** Goal 1: *Holistic Economic Development (Laramie-Centric)*  
Milestone A: *Adopt Updated 10-Year Economic Development Plan to Replace Chapter 9 of the Comprehensive Plan)*

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**Administrative or Policy Goal:** N/A

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**Background:** Formerly known as Brees Field Airport, the LRA opened in 1934 at the cost of \$45,000. The first hangar, also built in 1934, is still in use. There are currently two daily commercial flights to and from Denver International Airport and over 10,000 boardings.

The mission of the LRA is to “is to provide a safe and secure facility for the benefit of the commercial and general aviation community by providing; services, professional staff, coordination and cooperation with the Federal Aviation Administration, Wyoming State Aeronautics Division, Laramie City Council, and the Albany County Commissioners.” Prior to the pandemic, LRA had a banner year with record breaking passenger counts and a major construction project well underway.

In FY 2019/ 2020, \$95,617 was paid to the LRA to provide the services listed within the attached contract. LRA Director. Additionally, Mr. Skinner, and board member, Tim Stamp, served on the steering committee for the development of the Economic Development Plan. The Economic Development plan recognizes air service as an important asset to the community, and the implementation matrix for the plan recommends that the LRA support branding and marketing efforts. Refer to the Catalyst tab in the implementation matrix. While the LRA isn’t called out in other tabs, it does play an important role in propelling many of the areas of the economic development plan.

In finalizing this year’s Fee for Service Agreement, staff will work with LRA to identify specific activities LRA may take on in the upcoming FY to support the implementation of the economic development plan.

### 2010 to 2014 Investment to LRA

	2010	2011	2012	2013	2014	5-Yr. Change, 2010 to 2014
LRA	\$85,278	\$82,578	\$80,528	\$80,528	\$91,628	7.4%
LCBA	\$78,000	\$79,000	\$90,000	\$90,000	\$110,000	41.0%
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LCBA	41.0%	\$1,107,000
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	47.2%	\$2,514,233

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LCBA	17.78 sq mi	\$6,186.73 per sq mi
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### Dollar Invested Per Service Area 2010 -2020

LRA	4,308 sq mi	\$235.72 per sq mi
LCBA	17.78 sq mi	\$62,260 per sq mi
LMSA	28 blocks	\$13,990 per block

**(.1136 sq mi)**

(\$44,501 per sq mi)

**AGREEMENT FOR AVIATION RELATED SERVICES BETWEEN THE CITY OF LARAMIE AND THE  
LARAMIE REGIONAL AIRPORT BOARD**

1. **Parties.** The parties to this Agreement are the CITY of Laramie, a municipality duly organized and existing under the laws of the State of Wyoming, whose address is 406 Ivinson Street, Laramie, Wyoming 82070, hereafter referred to as CITY, and the Laramie Regional Airport Board (LRAB), a joint powers board duly organized and existing under the laws of the State of Wyoming, whose address is 555 General Brees Road, Laramie, Wyoming 82070, hereafter referred to as LRAB.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide authorization to LRAB to perform aviation related services for the benefit of the CITY. LRAB will promote and market the Airport and Airline service, work to recruit aviation and non-aviation business activity to the Airport, and generally work to enhance the economic vitality of the CITY. The CITY will provide payment to LRAB for these services.
3. **Term.** This Agreement is effective July 1, 2018 through June 30, 2019. Upon agreement of the parties, this Agreement may be extended for three (3) additional one (1) year periods.
4. **Payment.** The CITY agrees to pay LRAB for aviation related services in the amount of ninety five thousand, six hundred seventeen dollars and 00/100, \$95,617 per year. Payment will be made on a monthly basis beginning July 2018.
5. **LRAB Responsibilities.** LRAB will:
  - a. Provide a safe and secure airport for the benefit of the commercial and general aviation community by providing; services, professional staff, coordination and cooperation with the Federal Aviation Administration (FAA), Wyoming State Aeronautics Division, Laramie City Council, and Albany County Commissioners.
  - b. The Laramie Regional Airport (LRA) is a certificated Federal Aviation Regulation Part 139 airport. Aircraft Rescue and Fire Fighting is an Index "A" with Index "B" capabilities. The Laramie Regional Airport is a TSA category IV security Airport. These certifications/regulations allow LRA to accept regularly scheduled passenger airline service. LRA will comply with all FAA and TSA regulations that enable passenger airline service to operate in and out of Laramie.
  - c. By October 1, 2018, communicate to CITY staff a plan for assessing the effectiveness of such aviation related activities provided by LRA under this Agreement, and provide an annual report to the CITY.
  - d. By March 31, 2019, provide to CITY staff a plan for attaining organizational self-sufficiency such that funding support through the City of Laramie will no longer be necessary to maintain the regular day-to-day operations of the LRA.

- e. Promote and take advantage of marketing opportunities to promote airline service, corporate aviation activities, general aviation activities, aviation related business development, and non-aviation related business development.
- f. LRAB will leverage CITY and LRAB funds by pursuing FAA grants, WYDOT Aeronautics grants, and any other grant opportunities to help fund capital improvements, equipment purchases, and planning documents for the airport.
- g. Maintain generally accepted accounting procedures and practices for the funds received from this agreement and all other agreements with the CITY, including each FAA and WYDOT Aeronautics grant that require local matches. Maintain financial books, ledgers, records, documents and other evidence necessary to sufficiently and properly reflect all transactions of any nature. Upon written request of the CITY make these documents available for inspection at the LRA offices within five (5) business days.
- h. Provide a written financial and transaction report of the sources and uses made of funds received under this agreement and all other agreements with the CITY, including each FAA AND WYDOT Aeronautics grant and/or loan. The report will be provided to the City Manager and City Council on June 1 of each year for the prior year activity (i.e., Report for June 1, 2016 – May 31, 2017 due on June 1, 2017.)
- i. Acknowledge, as appropriate, the City of Laramie's contribution to the LRA through this agreement and its participation in other relevant projects and initiatives in press releases, social media posts, public forums, etc.

**6. 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 of this Agreement.
- b. **Applicable Law.** 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 in the Judicial District, Albany County, Wyoming.
- c. **Compliance with Laws.** LRAB shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- d. **Entirety of Agreement.** This Agreement consisting of four (4) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- e. **Independent Contractor.** LRAB shall function as an independent contractor for the purposes of this Agreement. LRAB shall assume sole responsibility for any debts or liabilities that may be incurred by LRAB. Nothing in this Agreement shall be interpreted as authorizing LRAB or its agents or employees to act as an agent or representative of or on behalf of the CITY or to incur any obligation of any kind on the behalf of the CITY.
- f. **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 deliver in person.
- g. **Nondiscrimination.** LRAB shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and the American's with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq. LRAB shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.
- h. **Governmental Immunity.** The CITY of Laramie expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 et seq.. Likewise, the LRAB reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act.
- i. **Termination.** Either the CITY or LRAB may terminate this Agreement with cause upon fifteen (15) days written notice; provided however, that if LRAB terminates the Agreement prior to the expiration of the Agreement, it will return all unexpended funds.

**7. Audit/Access to Records.** The CITY of Laramie and any of its representatives shall have access to any books, documents, papers and records of LRAB that are pertinent to operating the Airport. LRAB is required to have an A-133 financial audit performed on an annual basis. LRAB will provide the CITY with a copy of the audit report.

**8. 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.

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

Date: 6-19-18

CITY OF LARAMIE, WYOMING

By:   
Andi Summerville, Mayor

(SEAL)

Attest:

  
Nancy Bartholomew, CITY Clerk

LARAMIE REGIONAL AIRPORT BOARD

Date: 10/25/2018

By:   
Tim Stamp, Chair of the Board

Attest:

  
Jack Skinner, Airport Manager