

**LEASE AGREEMENT BETWEEN  
CITY OF LARAMIE AND ARK REGIONAL SERVICES**

This lease agreement (“Agreement”) between the City of Laramie (“City”) and Ark Regional Services, Inc. (“ARK”) is entered into as of the date of the last signature below:

WHEREAS, the City owns a parcel of land, generally known as 950 N. 5<sup>th</sup> Street, Laramie, WY, and shown more particularly on Exhibit “A” (“Property”);

WHEREAS, the City has been leasing the Property to ARK, and ARK in the past moved a house onto the Property, which house is owned by ARK (“House”);

WHEREAS, ARK has used the Property and the House to provide for the support and assistance of people with intellectual and developmental disabilities (“Activities”); and

WHEREAS, the City finds ARK’s use of the Property promotes the health, safety and general welfare of Laramie, provides a general public benefit to Laramie, and is in the best interest of the City and its citizens, AND IT IS THEREFORE AGREED:

1. Lease of Property. City hereby leases the Property to ARK only for the purpose of ARK maintaining its House and carrying on the Activities.
2. Term of Lease. This Agreement becomes effective on October 1, 2022, and terminates on September 30, 2027. This Agreement may only be extended by a written agreement signed by both the City and ARK.
3. Early Termination of Lease.
  - 3.1. Either the City or ARK may terminate this Agreement before its expiration by giving ninety days written notice to the other party.
  - 3.2. This Agreement terminates automatically and immediately if ARK uses the Property or House for anything other than the Activities, including but not limited to using the Property or House for any commercial or profit-making activity.
4. Disposition of House Upon Termination. When this Agreement terminates, the House becomes the property of the City, unless ARK removes the House, at ARK’s sole expense, from the Property before termination. If ARK leaves the House on the Property after termination, ARK will execute all documents necessary to confirm transfer of ownership to the City. If ARK chooses to remove the House, it will return the Property to its original condition, as determined in the reasonable judgment of the City Manager.
5. Lease Payment. ARK shall pay the City \$1.00 each year as rental for the Property.
6. Utilities, Fees and Taxes. ARK shall arrange for the provision of, and timely pay bills for, all utilities to the Property and House. ARK shall timely pay all fees or taxes assessed against the Property or House or that arise from the Activities.

7. Subleasing. ARK may sublease the Property or House only to a person or person who is receiving residential support from ARK. Such a sublease may only be for one year or less, and in no event may such sublease extend beyond September 30, 2027. ARK shall provide a copy of each sublease it enters to the City Manager.

8. Condition, Improvements, Maintenance and Use of Property.

8.1. ARK has been in possession of the Property, has satisfied itself about the condition of the Property, and takes the Property in an "AS IS" condition, and the City makes no representations or warranties about the condition or suitability of the Property.

8.2. Other than for routine maintenance and upkeep, ARK shall not improve or alter the Property without the advance written consent of the City Manager or Director of Parks and Recreation, which consent will not be unreasonably withheld.

8.3. ARK shall maintain the Property in a good and orderly condition, and in its use or permitted alterations to the Property comply with all applicable laws, including City ordinances.

9. Condition, Improvements, Maintenance and Use of House.

9.1 ARK owns the House and is satisfied with its condition and habitability, and the City does not control, manage, oversee, or make any representation about, the safety, suitability, or condition of the House.

9.2. Other than for routine maintenance and upkeep, ARK shall not improve, renovate or remodel the House without the advance written consent of the City Manager or Director of Parks and Recreation, which consent will not be unreasonably withheld.

9.3. ARK shall maintain the House in a good and orderly condition and in its use or permitted alterations to the House comply with all applicable laws, including City ordinances.

10. Indemnification. ARK shall indemnify, defend and hold the City and its agents and employees harmless from and against all claims of any kind which arise from or relate in any way to ARK's actions related to the Property or the House or the Activities.

11. Insurance.

11.1. ARK shall maintain fire and casualty insurance on the House at its full replacement cost, and with terms and in an amount that, if after a loss event the House is destroyed or must be demolished, will pay for the return of the Property to its original state.

11.2. The City has no responsibility for ARK's personal property at the Property or House, and ARK is urged to obtain its own personal property insurance.

11.3. ARK shall maintain general liability insurance in an amount of at least \$1,000,000 per occurrence, against claims arising out of ARK's actions related to the Property or House or the Activities, and the City shall be a named insured on that policy.

11.4. ARK shall provide copies of its required insurance policies to the City upon City's request.

12. Assignability. This Agreement is not assignable by either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers effective October 1, 2022.

**CITY OF LARAMIE, WYOMING:**

By: \_\_\_\_\_  
Paul Weaver, Mayor and President  
City of Laramie, City Council

Attest: \_\_\_\_\_  
Nancy Bartholomew, CMC,  
City Clerk, City of Laramie

**ARK REGIONAL SERVICES, INC.:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

**LEASE AGREEMENT BETWEEN  
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Exhibit "A"



A portion of Lot 8, Block 1, Lakefront Subdivision (2017).