



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

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

PARKS, TREE & RECREATION ADVISORY BOARD AGENDA

December 12, 2018

6:30PM

Recreation Center, 920 Boulder Dr.

Consent Agenda:

1. To approve the minutes from the November 14, 2018 regular meeting of the Parks, Tree and Recreation Advisory Board. (Feezer, pages 2-3)
2. Renewal of an Adopt A Trail Agreement between the City of Laramie and CrossFit Laramie for general clean-up of a one-quarter mile section of the Laramie River Greenbelt. (Feezer, pages 4-6)
3. Renewal of an Adopt A Trail Agreement between the City of Laramie and UNIWYO Federal Credit Union for general clean-up of a one-quarter mile section of the Laramie River Greenbelt. (Feezer, pages 7-9)

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

Regular Agenda:

1. Authorizing the proposed changes to park rules effective May 31, 2018 pursuant to Laramie Municipal Code 2.28.070 and directing the Parks & Recreation Department to begin modification the Laramie Municipal Code as indicated. (Feezer, pages 10-12)
2. Consideration of contract between the City of Laramie and A to Z Recreation, LLC for design, provision and installation of a 5 to 12-year-old playground at Imperial Heights Park. (Feezer, pages 13-49)
3. Resolution 2018-?? Supporting the submission of an application to the Wyoming Department of State Parks and Cultural Resources for a 2019 Land & Water Conservation Fund Grant in an amount not to exceed \$250,000 for the implementation of the Scout Park Development Plan. (Feezer, pages 50-59)
4. Approving the 2018 Advisory Board Goals as presented and incorporating them into the board operations (Foianini, pages 60-61)

Staff Reports FYI:

1. Monthly Managers/Financial Report (Pages 62-72) - Facilities Division Staff Report, Parks Division Staff Report, Recreation Division Staff Report, Administration Report

Advisory Board Open Items:

1. None at this time.

Upcoming Items/Other Business:

1. Other Business:
2. Public Comment:

Next Regular Meeting Date:

January 9, 2018 @ 6:30pm – ACRB presentations
January 10, 2018 @ 6:30pm – ACRB Discussion/Prioritization

CITY OF LARAMIE
PARKS, TREE & RECREATION ADVISORY BOARD
November 14, 2018
Minutes of Meeting

MEMBERS PRESENT: Chris Dixon, Steve Ropp, Richard Miller, Larry Foianini, Amy Williamson, Amber Holen

MEMBERS NOT PRESENT: Pam Stamp, Dave Hammond, Marius Favret

COUNCIL LIASON: Pat Gabriel

GUESTS: Joel Handschu, Jason Pacheco

CITY STAFF PRESENT: Jodi Guerin, Recreation Manager; Todd Feezer, Director; Inez Wildenborg, Administrative Coordinator

The regular meeting was called to order by Chair Foianini at 6:31 pm.

Consent Agenda:

1. To approve the minutes from the October 10, 2018 regular meeting of the Parks, Tree and Recreation Advisory Board. (Feezer, pages 2-3)

Motion by Williamson, seconded by Miller, that the consent agenda be approved and that each specific action on the consent agenda be approved as indicated within the staff reports. Motion carried 6-0.

Regular Agenda:

1. Parks Rules Discussion – Public Request Item – (Feezer, pages 4-5)

Motion by Williamson, seconded by Miller, that the Parks, Tree & Recreation Advisory Board support the proposed changes to municipal code and policy related to park rules signs. Motion by Williamson, seconded by Dixon, to table and move motion to December Advisory Board meeting. Motion carried 6-0.

2. Supporting the Laramie Recreation Center, Ice & Event Center and Parks Master Fee Schedule Annual Amendment Resolution and forwarding to City Council for final approval (Guerin, pages 6-19).

Motion by Williamson, seconded by Ropp, that the Parks, Tree & Recreation Advisory Board support the Laramie Recreation Center, Ice & Event Center and Parks Master Fee Schedule Annual Amendment Resolution and forwarding to City Council for final approval. Motion carried 6-0.

3. Supporting the continuation of the agreement related to the loan of artwork from the UW Art Museum (Alligator by John Kearney on display at the corner of Grand Ave./4th St., First Steps by Robert Russin on display in Undine Park) (Feezer, pages 20-27)

Motion by Williamson, seconded by Dixon, that the Parks, Tree & Recreation Advisory Board support the continuation of the agreement related to the loan of artwork from the UW Art Museum. Motion carried 6-0.

4. Advisory Board Goals –Discussion Item (Foianini, pages 28-31)

Foianini presented Advisory Board goals. Discussion was made. Questions and comments answered.

Monthly Managers Report

Guerin presented Recreation Division Staff Report

Feezer presented Admin. Division Staff Report, Parks & Mosquito Division Staff Report, Facilities Division Staff Report

Advisory Board Open Items:

1. None at this time.

Upcoming Items:

1. Upcoming board vacancies.

Other Business:

1. None at this time.

Public Comments:

1. None at this time.

*Next Regular Meeting Date: December 12, 2018 @ 6:30pm.

Meeting adjourned at 8:36pm.

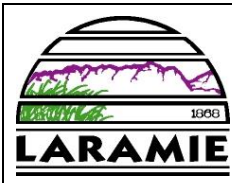
Respectfully Submitted,

Inez Wildenborg

Administrative Coordinator

City of Laramie, Parks and Recreation Department

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 12, 2018



Agenda Item: Parks

Agreement

Title: Renewal of an Adopt A Trail Agreement between the City of Laramie and CrossFit Laramie for general clean-up of a one-quarter mile section of the Laramie River Greenbelt.

Recommended Board MOTION:

I move that the Parks, Tree, and Recreation Advisory Board approve the renewal of an Adopt A Trail Agreement between the City of Laramie and CrossFit Laramie for general clean-up of a one-quarter mile section along the Laramie River Greenbelt in the amount of \$75.00 per year for a two-year period, and authorize the City Manager, or their designee, to sign.

Board Goals:

- The board shall review and make recommendations to the city council for fees and charges for parks and recreation programs and facility uses. (2.28.070.J)
- The board shall evaluate, advise and make recommendations to the parks and recreation director concerning existing parks and recreation policies, programs and activities. (2.28.070.J)
- The board shall consider, investigate, report and recommend on any special parks recreation and open space matter coming within the scope of its work. (2.28.070.J)

Background:

The Adopt A Trail Agreement with the CrossFit Laramie is a renewal agreement for the Optimist Park south 2.25 to 2.50 section of the Laramie River Greenbelt Trail Park. The agreement is for two years with a fee of \$75.00/year charged to CrossFit Laramie for trail signage and promotion. CrossFit Laramie is required to clean-up the above referenced one-quarter mile section of the Laramie River Greenbelt Trail a minimum of twice per year. The Laramie River Greenbelt Trail will benefit from CrossFit Laramie's contributions to maintaining a one-quarter mile section of the trail. This agreement may be terminated for cause if at any time CrossFit Laramie fails to perform in accordance with the terms of this agreement.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

Revenue:

Source	Amount	Type
Fees/Charges for Service	\$150.00	\$75.00/year annual fee for signage.
Grant		
Loan		
Other		
Total	\$150.00	

Enc: Agreement, Exhibit A.

Responsible Staff: Scott Hunter, Parks Manager, shunter@cityoflaramie.org or 307.721-5257

**AGREEMENT WITH THE CITY OF LARAMIE, WYOMING TO
ADOPT A TRAIL ALONG GREENBELT PARK**

This Agreement is made and entered into this 29 day of NOVEMBER, 2018 by and between the City of Laramie, Wyoming, a Municipal Corporation, ("City") whose address is 406 Iverson Street, Laramie, Wyoming 82070 and CrossFit Laramie ("Group"), whose address is 1404 Skyline Road, Laramie, WY 82070. In consideration of the promises herein mutually exchanged, and of the benefits to each party, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. City agrees to allow Group to assist with maintenance of the trail along the Laramie River Greenbelt Park, located within City. Specifically, section x. – 2.25 – 2.50 south.

2. City agrees to recognize Group as sponsoring the trail along the Laramie River Greenbelt Park with sign trail markers and at the Kiosk at the Optimist Park trailhead.

3. Group commits to support maintenance of section x. – 2.25 – 2.50 south along the Laramie River Greenbelt Park.

4. Group agrees to obey all laws and regulations pertaining to the park, and relating to safety, and to obey all terms, conditions, and requirements of City from time to time as expressed by City Manager or City Manager's designee.

5. This agreement does not create an employer-employee or principal-agent relationship between City and Group or any member of Group or participant of Group.

6. Group and its individual members or participants agree to indemnify and hold harmless City, its officers, employees, and agents, from all liability, judgements, costs, expenses, and claims arising from any and all incidents occurring in connections with Group's activities while participating under this agreement whether for personal injury or property damage or both.

7. 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. 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 conditions of this Agreement, or to bring an action for the breach of this Agreement.

8. This Agreement may be terminated, without cause, by City upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if Group fails to perform in accordance with the terms of this Agreement.

9. Group agrees to the following conditions:

A. Group agrees to pay City the amount of \$75.00 dollars per quarter mile of maintenance sponsorship, each year, for a two (2) year period.

B. Group, as a sponsor of maintenance, is not directly contracted for maintenance services, nor will Group be directly involved in decisions related to maintenance of the trail.

C. Group will be responsible to clean up all trash and debris and sweep and maintain the trail surface a minimum of two (2) times per calendar year.

D. Groups' contributions will sponsor normal wear and tear maintenance. Group will not be held responsible for any extenuating situations or extra maintenance.

10. City has provided Group a copy of the general conditions for adopt a park/greenbelt agreements, which is marked Exhibit A and attached hereto and incorporated as part of this Agreement.

11. The term of this Agreement is from the date hereof until the 31st day of December, 2020, subject to termination in Paragraph 8 herein.

12. This Agreement is not exclusive as to the park it affects. City may permit other groups to have projects within the same park at the same time.

13. 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.


In witness whereof, the parties have read and understood it, and that they agree to be bound by the terms of the Agreement, that they have the authority to sign it. The effective date of this Agreement is the date and year first written above.

CITY OF LARAMIE, WYOMING

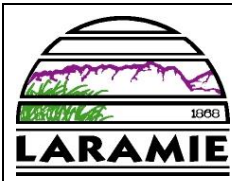
GROUP:

CROSSFIT LARAMIE

By: _____
Janine Jordan, City Manager

By:  _____
Authorized Signature

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 12, 2018



Agenda Item: Parks

Agreement

Title: Renewal of an Adopt A Trail Agreement between the City of Laramie and UNIWYO Federal Credit Union for general clean-up of a one-quarter mile section of the Laramie River Greenbelt.

Recommended Board MOTION:

I move that the Parks, Tree, and Recreation Advisory Board approve the renewal of an Adopt A Trail Agreement between the City of Laramie and UNIWYO Federal Credit Union for general clean-up of a one-quarter mile section along the Laramie River Greenbelt in the amount of \$75.00 per year for a two-year period, and authorize the City Manager, or their designee, to sign.

Board Goals:

- The board shall review and make recommendations to the city council for fees and charges for parks and recreation programs and facility uses. (2.28.070.J)
- The board shall evaluate, advise and make recommendations to the parks and recreation director concerning existing parks and recreation policies, programs and activities. (2.28.070.J)
- The board shall consider, investigate, report and recommend on any special parks recreation and open space matter coming within the scope of its work. (2.28.070.J)

Background:

The Adopt A Trail Agreement with the UNIWYO Federal Credit Union is a renewal agreement for the Optimist Park south .25 to .50 section of the Laramie River Greenbelt Trail Park. The agreement is for two years with a fee of \$75.00/year charged to UNIWYO Federal Credit Union for trail signage and promotion. UNIWYO Federal Credit Union is required to clean-up the above referenced one-quarter mile section of the Laramie River Greenbelt Trail a minimum of twice per year. The Laramie River Greenbelt Trail will benefit from UNIWYO Federal Credit Union's contributions to maintaining a one-quarter mile section of the trail. This agreement may be terminated for cause if at any time UNIWYO Federal Credit Union fails to perform in accordance with the terms of this agreement.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

Revenue:

Source	Amount	Type
Fees/Charges for Service	\$150.00	\$75.00/year annual fee for signage.
Grant		
Loan		
Other		
Total	\$150.00	

Enc: Agreement, Exhibit A.

Responsible Staff: Scott Hunter, Parks Manager, shunter@cityoflaramie.org or 307.721-5257

**AGREEMENT WITH THE CITY OF LARAMIE, WYOMING TO
ADOPT A TRAIL ALONG GREENBELT PARK**

This Agreement is made and entered into this ____ day of November 2018 by and between the City of Laramie, Wyoming, a Municipal Corporation, (“City”) whose address is 406 Ivinson Street, Laramie, Wyoming 82070 and UNIWYO Federal Credit Union (“Group”), whose address is 1610 E. Reynolds, Laramie, Wyoming 82070. In consideration of the promises herein mutually exchanged, and of the benefits to each party, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. City agrees to allow Group to assist with maintenance of the trail along the Laramie River Greenbelt Park, located within City. Specifically, section .25 - .5 south.

2. City agrees to recognize Group as sponsoring the trail along the Laramie River Greenbelt Park with sign trail markers and at the Kiosk at the Optimist Park trailhead.

3. Group commits to support maintenance of section .25 - .5 south along the Laramie River Greenbelt Park.

4. Group agrees to obey all laws and regulations pertaining to the park, and relating to safety, and to obey all terms, conditions, and requirements of City from time to time as expressed by City Manager or City Manager’s designee.

5. This agreement does not create an employer-employee or principal-agent relationship between City and Group or any member of Group or participant of Group.

6. Group and its individual members or participants agree to indemnify and hold harmless City, its officers, employees, and agents, from all liability, judgements, costs, expenses, and claims arising from any and all incidents occurring in connections with Group’s activities while participating under this agreement whether for personal injury or property damage or both.

7. 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. The parties to this Agreement intend and expressly agree that only party’s 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 conditions of this Agreement, or to bring an action for the breach of this Agreement.

8. This Agreement may be terminated, without cause, by City upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if Group fails to perform in accordance with the terms of this Agreement.

9. Group agrees to the following conditions:

A. Group agrees to pay City the amount of \$75.00 dollars per quarter mile of maintenance sponsorship, each year, for a two (2) year period.

B. Group, as a sponsor of maintenance, is not directly contracted for maintenance services, nor will Group be directly involved in decisions related to maintenance of the trail.

C. Group will be responsible to clean up all trash and debris and sweep and maintain the trail surface a minimum of two (2) times per calendar year.

D. Groups’ contributions will sponsor normal wear and tear maintenance. Group will not be held responsible for any extenuating situations or extra maintenance.

10. City has provided Group a copy of the general conditions for Adopt a Park/Greenbelt Agreements, which is marked Exhibit A and attached hereto and incorporated as part of this Agreement.

11. The term of this Agreement is from the date hereof until the 31st day of December 2020, subject to termination in Paragraph 8 herein.

12. This Agreement is not exclusive as to the park it affects. City may permit other groups to have projects within the same park at the same time.

13. 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.

In witness whereof, the parties have read and understood it, and that they agree to be bound by the terms of the Agreement, that they have the authority to sign it. The effective date of this Agreement is the date and year first written above.

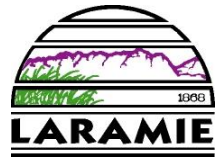
CITY OF LARAMIE, WYOMING

GROUP:

UNIWYO Federal Credit Union

By: _____
Janine Jordan, City Manager

By: _____
Authorized Signature

	<p>Agenda Item: Administration Resolution</p> <p>Title: Authorizing the proposed changes to park rules effective May 31, 2018 pursuant to Laramie Municipal Code 2.28.070 and directing the Parks & Recreation Department to begin modification of the Laramie Municipal Code as indicated.</p>
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Recommended Board MOTION:

I move that the Parks, Tree & Recreation Advisory Board authorize the proposed changes to park rules effective May 31, 2018 pursuant to Laramie Municipal Code 2.28.070 and direct the Parks & Recreation Department to begin modification of the Laramie Municipal Code as indicated.

Administrative or Policy Goal:

Laramie Municipal Code 2.28.070 - The board shall draft rules and regulations relating to the orderly use of parks recreation and open space and related facilities by the public. The rules and regulations are effective when adopted by the city council by minute action.

Background:

<u>Current Park Rules Sign</u>	<u>Proposed Park Rules Sign</u>	<u>Proposed Trail Signs</u>
<p style="text-align: center;">LARAMIE PARK RULES</p> <p>AUTHORITY: Laramie Municipal Code</p> <p style="text-align: center;">DOGS MUST BE ON LEASH REMOVE FECES AT ONCE NO GOLFING BIKES ON PATHS ALCOHOL WITHOUT PERMIT OVERNIGHT SLEEPING DAMAGING FACILITIES VENDING WITHOUT LICENSE DAMAGING VEGETATION METAL DETECTORS OR DIGGING</p>	<p style="text-align: center;">City of Laramie Parks & Recreation Department</p> <p style="text-align: center;">Park/Open Space Rules</p> <ul style="list-style-type: none"> • Park Hours are 5:00 a.m. to 12:00a.m. Camping or overnight stays are prohibited. • Activities that damage trees, plants, turf or park facilities are prohibited. • Pets must be on a leash unless utilizing a dedicated off leash area or dog park. Owners of pets are required to remove waste. • Fires are only allowed in designated fire pits or grills. • Please place trash in receptacles provided. • Motorized vehicles are not allowed on any park or trail. Maintenance, safety and special event vehicles are exempt. • The consumption of alcoholic beverages or vending in the park system is only allowed with a permit. <p>Rules authorized through the Laramie Municipal Code and the Parks, Tree & Recreation Board. Please call 721-5269 for more information.</p>	<p style="text-align: center;">City of Laramie Parks & Recreation Department</p> <p style="text-align: center;">Trail Rules</p> <ul style="list-style-type: none"> • Camping or overnight stays are prohibited. • Activities that damage trees, plants, turf or park facilities are prohibited. • Pets must be on a leash. Owners of pets are required to remove waste. • Fires are only allowed in designated fire pits or grills. • Please place trash in receptacles provided. • Motorized vehicles are not allowed on any trails. Maintenance, safety and special event vehicles are exempt. • Trail courtesy encourages users to stay to the right, pass on the left with an audible sound and to operate at a safe speed. <p>Rules authorized through the Laramie Municipal Code and the Parks, Tree & Recreation Board. Please call 721-5269 for more information.</p>

Proposed Muni-Code Changes (require three readings/not a super detailed process):

Chapter 12.52 - RULES AND REGULATIONS

Sections:

12.52.010 - Damaging vegetation. ~~No person (other than authorized city employees)~~ shall damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flower or seeds of any tree or plant. Nor shall any such person attach any rope, wire or other contrivance to any tree or plant, dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area in the park **without the advance written approval of the city manager or his/her designee**. (Prior code § 27-12)

12.52.020 - Damaging park facilities. ~~No person (other than authorized city employees)~~ shall willfully mark, deface, disfigure, injure, tamper with, or display or remove, any building, bridge, table, bench, railing, paving or paving material, sign, notice, placard, monument, stake, post boundary marker, equipment, other structure, facility, park property or water line or other public utilities or parts or appurtenances damage, destroy or deface any park amenity or facility (whether temporary or permanent) thereof, whatsoever, either real or personal **without the advance written approval of the city manager or his/her designee**. (Prior code § 27-13) **I wonder if getting so specific opens you up to missing something that could be vandalized that isn't listed. What about "damaging any portion of the park" or something similar? WSS says damages, destroys or defaces property of another if you want some verbiage.**

12.52.030 - Construction—Permit. No person shall construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon or across any park, **without the advance written approval of the city manager or his/her designee**. (Prior code § 27-14) **So what if someone wanted to put up a shade structure for a picnic? They would likely use spikes to hold it down. Or a kids shade thing I have seen for babies. I have seen this in the park and wonder if you want to get that particular or just use the ordinance as is and enforce as necessary.**

12.52.040 - Fires—Refuse disposal. No person shall set **any fire in any park**, except in a place designated for that purpose, and shall completely extinguish any fire which may be set immediately after use. All trash in the nature of boxes, papers, cans, bottles, garbage or other refuse and other waste material shall be ~~removed and placed in~~ disposal receptacles where provided or shall be carried away from the park area by the ~~picnickers~~ **persons** in the event no such receptacle is provided. (Prior code § 27-15)

12.52.045 - ~~Overnight sleeping in parks prohibited~~ Park Hours. **Parks hours shall be between five a.m. and twelve a.m.** No person shall camp, sleep, or park a camper, trailer, or motor home in any city park or park facility between the hours of **twelve a.m. to ten p.m.** and ~~five~~ **six** a.m. without the advance written approval of the city manager or his/her designee. (Ord. 1119 § 1, 1993)

12.52.050 - Violations declared nuisance—Penalty. Any use of parks or their related facilities which is contrary to this division or the rules and regulations adopted by the parks and recreation board is declared to be a nuisance, and any violation of such rules and regulations shall, upon conviction, be punishable as provided in Chapter 1.28. (Prior code § 27-16)

12.52.060 - Enforcement—Failure to leave after ordered to do so. ~~The superintendent~~ **city manager or his/her designee**, together with city police officers, shall have the authority to eject from the park any person acting in violation of this division, and they shall have the further authority to seize and confiscate any property, thing or device in the park, or used in violation of this division. It is unlawful for any person to fail or neglect to promptly leave a park after having been directed to leave the same by the ~~superintendent~~ **city manager or his/her designee** or ~~city police officer~~ **city police officer**. (Prior code § 27-17) **just consistency with police officer or law enforcement officer. I like police officer 😊**

Smoking – where is smoking permitted/prohibited?

Legal/Statutory Authority: Laramie Municipal Code

Budget/Fiscal Information:

Expense:

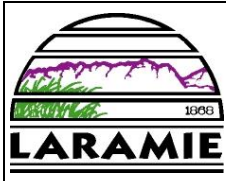
Source	Amount	Type	
Fees/Charges for Service	\$4,000.00	Estimate for Sign Creation/Development	
Fees/Charges for Service	\$330.00	Estimate for Legal Advert related to Code Changes	
Other			
Total	\$0.00		

Responsible Staff:

Choose an item.

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

Attachments:



Agenda Item: Parks

Contract

Title: Consideration of contract between the City of Laramie and A to Z Recreation, LLC for design, provision and installation of a 5 to 12-year-old playground at Imperial Heights Park.

Recommended Board MOTION:

I move that the Parks, Tree & Recreation Advisory Board approve the contract between the City of Laramie and A to Z Recreation, LLC for design, provision and installation of a 5 to 12-year-old playground at Imperial Heights Park and forward to City Council for approval.

Administrative or Policy Goal:

- The board shall advise the city council with respect to the acquisition, promotion and development of parks and recreation facilities. (2.28.070.B)
- The board shall evaluate, advise and make recommendations to the parks and recreation director concerning existing parks and recreation policies, programs and activities. (2.28.070.J)

Background:

In January 2016 the City of Laramie applied for a \$25,000 ACRB grant for the addition of a 5 to 12-year-old playground and basketball court at Imperial Heights Park. This funding was approved and used as a match for a \$25,000 Land & Water Conservation Fund grant that the City of Laramie applied for in December 2017. The Land & Water Conservation Fund grant was approved and executed in the fall of 2018 providing for a \$50,000 improvement at Imperial Heights Park.

In October of 2018 the City of Laramie released the Request for Qualifications - Imperial Heights Park 5-12-Year-Old Playground Design, Provision & Installation with submittals being required to be submitted by 5:00pm on November 15, 2018. Six submittals meeting the qualifications were received and staff developed a rating system used to evaluate the submittals. The evaluation matrix utilized is located here:

<i>RFQ IHP Playground Design, Provision, Installation</i>						
<i>Rating Evaluation</i>						
	AtoZ	Lucky Dog	Great Western	Miracle	Star	Recreation Plus
Rater #1	6	5	4	3	2	1
Rater #2	5.5	5.5	4	2	3	1
Rater #3	2.5	5	2.5	4	6	1
Rater #4	6	5	4	2.5	2.5	1
Neighborhood #1	6	4	5	2	3	1
Neighborhood #2	6	5	4	3	2	1
Youth Program #1	6	4	3	5	2	1
Total Score:	38	33.5	26.5	21.5	20.5	7
	\$39,999.00					
<i>* Ratings were finalized off points and assigned number between 1 and 6 based on those points. 6 being highest rated, 1 being lowest rated.</i>						
<i>* Price was within budget allocation.</i>						

A to Z Recreation, LLC was selected by the committee based on the criteria located in the Request for Qualifications. Staff has developed and attached the proposed contract for design, provision and installation for your review. Staff recommends approving this contract and forwarding it to City Council for final approval. Grant funds remaining will be used toward the development of a basketball court at Imperial Heights Park.

Legal/Statutory Authority: N/A

Budget/Fiscal Information:

Revenue:

Fees/Charges for Service	\$0.00		
Fees/Charges for Service	\$0.00		
Other	\$50,000.00	ACRB/LWCF Grant Awards	
Total	\$50,000.00		

Expenses:

Item 1	\$39,999.00	Contract with A to Z Recreation, LLC	
Item 2	\$10,001.00	Amount to be used toward Basketball Court	
Other	\$0.00		
Total	\$50,000.00		

Responsible Staff:

Scott Hunter, Parks Manager, shunter@cityoflaramie.org or 307.721-5257

Todd Feezer, Director, Parks & Recreation Department, tfeezer@cityoflaramie.org or 307.721.5260

Attachments:

Contract IHP Playground Addition.AtoZ.City of Laramie
 RFQ IHP Playground Design, Provision, Installation
 Imperial_Heights_Park_5-12_Proposal_AtoZ

**CONTRACT BETWEEN
CITY OF LARAMIE, WYOMING AND
A TO Z RECREATION, LLC**

1. Parties. This Contract is made and entered into this 18TH day, by and between City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address 406 Ivinson Avenue, Laramie, Wyoming 82070, and A to Z Recreation, LLC, (hereinafter referred to as “Contractor”), whose address is P.O. Box 626, Littleton, Colorado 80160.

2. Purpose of Contract. The purpose of this Contract is for Contractor to perform the installation of 5 to 12-year-old playground apparatus at Imperial Heights Park in accordance with the City of Laramie’s Request for Qualifications - Imperial Heights Park 5-12-Year-Old Playground Design, Provision & Installation and the proposal submitted by the Contractor. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

3. Term of Contract. The term of the Contract is from the date of execution of this Contract through June 30, 2018. The term of this Contract may be extended through mutual agreement of the parties by the amount of time caused by any delays in the work, which were caused through no fault of Contractor.

4. Payment. City agrees to pay the Contractor for the services as more fully described in Attachment A – Purchasing Agreement, which is attached hereto and incorporated herein. The total payment under this Contract shall not exceed thirty-nine thousand nine hundred and ninety nine dollars (\$39,999.00). Payment shall be payable to Contractor upon receipt of the invoice for the services herein and the completion of this Contract. The payment shall cover the cost for those services to be provided by Contractor as outlined in Paragraph 5 herein.

5. Responsibilities of Contractor. The services to be provided by Contractor is as outlined in Attachment B - RFQ IHP Playground Design, Provision, Installation and Attachment C - A to Z Recreation, LLC Imperial Heights Park Proposal, which are attached hereto and incorporated herein.

6. General Provisions.

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

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

and the venue shall be the Second Judicial District, Albany County, Wyoming. Contractor agrees to appoint a registered agent in Wyoming for service of process and will notify City in writing of the name and address of the registered agent within fifteen (15) days of effective date of this Contract.

C. Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by City for its release.

D. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

E. Entirety of Contract. This Contract, consisting of ten (10) pages, including Attachment A, entitled Purchasing Agreement consisting of one (1) page, Attachment B, entitled RFQ IHP Playground Design, Provision, Installation consisting of sixteen (16) pages and Attachment C, entitled A to Z Recreation, LLC Imperial Heights Park Proposal consisting of twenty-six (26) pages represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

F. Ethics. Contractor 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 Contractor's profession.

G. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, 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. Contractor shall indemnify, defend and hold harmless City, their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's negligence.

I. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an

employee of the City for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor to incur any obligation of any kind on the behalf of the City or its staff. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

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

K. 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.

L. Taxes. The Contractor 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.

M. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

N. Insurance. The Contractor shall maintain the following insurance:

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

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

(iii). **Business Automobile Liability.** Contractor 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.

(iv). **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. Contractor 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.

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

(vi). **City's Right to Reject.** The City reserves the right to reject a certificate of insurance if Contractor'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.

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

(viii). **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 Contractor 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.

O. 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 the 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.

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

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

R. **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.

S. **Warranty.** The contractor warrants the installation of the project for 1 year from defects. All equipment is covered under the BCI Burke Generations Warranty as outlined in Attachment C, entitled A to Z Recreation, LLC Imperial Heights Park Proposal.

7. **Special Provisions.**

A. **D-U-N-S Number.** The selected contractor will be required to obtain and provide proof of a D-U-N-S Number, a unique nine-digit identification number, for each physical location of your business. D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. Visit <https://fedgov.dnb.com/webform> for more information.

B. **Suspension and Debarment, Voluntary Exclusion.** By signing the contract documents, and contract, the contractor certifies that they are not suspended, debarred, or voluntarily excluded from Federal financial or non-financial assistance, nor are any of the sub-contractors or material suppliers. The contractor will notify the City by certified mail should the contractor or any of its subs become debarred, suspended, or voluntarily excluded during the term of the Contract. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions is attached to this contract.

C. **Buy America.** Buy America requires the use of American steel and iron product, when specified. For more information regarding federal Buy America Provisions, please refer to http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp_lrd_17.pdf. Contractors are required to complete the Materials and Buy America Certification form is attached to this contract.

D. **Disadvantaged Business Enterprise.** There is a zero percent (0%) DBE goal for this project. However, contractors are required to complete the DBE form attached to this contract.

INTENTIONALLY LEFT BLANK

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

CITY OF LARAMIE, WYOMING:

By: _____
Andi Summerville,
Mayor & President, City Council
City of Laramie

Attest: _____
Nancy Bartholomew,
City Clerk, City of Laramie

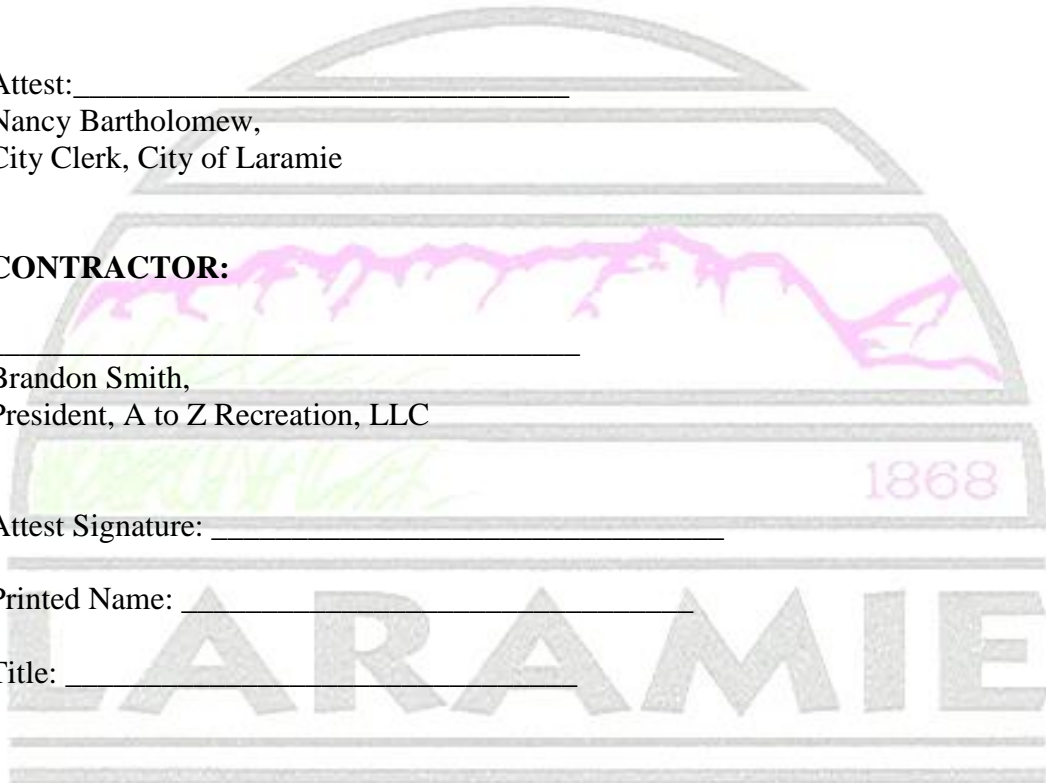
CONTRACTOR:

Brandon Smith,
President, A to Z Recreation, LLC

Attest Signature: _____

Printed Name: _____

Title: _____



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and No Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

MATERIALS AND BUY AMERICA CERTIFICATION

The undersigned, hereinafter referred to as Bidder, hereby proposes to furnish all materials except materials furnished by State Park, Historic Sites and Trails including: machinery, tools, equipment, and supplies, and perform all labor necessary to complete the work described in the bid or proposal.

State Parks, Historic Sites and Trails shall not require nor provide a price differential for materials produced within the State of Wyoming. The bid and resulting contract shall not discriminate against the use of articles or materials shipped from or prepared, made or produced in any state, territory or possession of the United States.

**FOR ALL RTP PROJECTS THE BIDDER CERTIFIES:
BUY AMERICA REQUIREMENTS**

The project either: (check those that apply to the project)

- () Includes no permanently incorporated steel or iron materials, or
- () For steel or iron materials incorporated into the project, all manufacturing processes, including the application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Signature: _____

Date: _____

**DISADVANTAGED BUSINESS ENTERPRISE
BIDDER GOOD FAITH EFFORT DOCUMENTATION**

This form and/or other good faith effort documentations must be submitted with the Bid. Include additional sheets if necessary.

Project Name: Imperial Heights Park Playground Addition Project

If contractor intends to complete all the work, and to hire no subcontractors, check this box:

1. DBE Company Name: _____ MBE: _____ WBE: _____
Date of Contact: _____ Phone Number: _____
Contact Name: _____
Type of Work: _____
If bidder proposes to use this DBE, what is the approx. subcontract amount \$ _____
If bidder does not propose to use this company, state reason: _____

2. DBE Company Name: _____ MBE: _____ WBE: _____
Date of Contact: _____ Phone Number: _____
Contact Name: _____
Type of Work: _____
If bidder proposes to use this DBE, what is the approx. subcontract amount \$ _____
If bidder does not propose to use this company, state reason: _____

3. DBE Company Name: _____ MBE: _____ WBE: _____
Date of Contact: _____ Phone Number: _____
Contact Name: _____
Type of Work: _____
If bidder proposes to use this DBE, what is the approx. subcontract amount \$ _____
If bidder does not propose to use this company, state reason: _____

City of Laramie, Wyoming
Request for Qualifications - Imperial Heights Park
5-12-Year-Old Playground Design, Provision & Installation

Introduction

The City of Laramie is seeking professional services to provide the design, provision and installation of an ADA accessible 5-12-Year-Old play structure and additional components at Imperial Heights Park, Laramie, Wyoming. The selected contractor will provide all personnel, equipment, and supplies necessary for the design, provision and installation of an ADA accessible 5-12-Year-Old play structure, additional components, if possible, and additional engineered wood fiber for a total project cost under \$40,000.

The City of Laramie staff will evaluate the qualifications submitted and select a preferred company. After selection of the preferred company a specific agreement for professional services shall be negotiated and presented to the City of Laramie, City Council for approval. A copy of a sample contract for professional services is attached (Attachment "B") to this Request for Qualifications.

Scope of Work

The scope of work for this proposal should include the ability of the submitting company to provide the following services:

1. Design of an ADA accessible 5-12-Year-Old play structure, additional components, if possible, and additional engineered wood fiber for a total project cost under \$40,000 to fit the space defined in Attachment "A" that meet or exceed:
 - a. The Consumer Product Safety Commission's (CPSC) "Handbook for Public Playground Safety," and;
 - b. The ASTM F1487-93 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use".
2. Provision of the selected playground and additional components.
3. Layout and Installation of chosen ADA accessible 5-12-Year-Old playground and additional components in the space defined in Attachment "A."
4. Removal of existing engineered wood fiber to allow for the installation of new equipment, reinstallation of existing engineered wood fiber and the provision

and installation of additional engineered wood fiber, as needed to ensure the installed playground and additional components meet or exceed:

- a. The Consumer Product Safety Commission's (CPSC) "Handbook for Public Playground Safety," and;
- b. The ASTM F1487-93 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use".

Deliverables

At a minimum, the submitting company will provide one (1) bound hard copy and one (1) electronic copy of the following:

- Letter of interest.
- A history of the company/firm.
- Identification of the individual(s) who will perform the work, if selected, and their qualifications and relevant experience.
- A minimum of three letters of reference from current clients within the Rocky Mountain region, dated within the previous six months.
- The proposed timeline for completion of the project as described.
- The proposed design for an ADA Accessible 5-12-Year-Old play structure, additional components, if possible, and additional engineered wood fiber that meets the intent of the project.

In a separate sealed envelope please provide:

A breakdown of the fees for design, provision and installation of each item described in the "scope of work" concurring with the proposed design as submitted.

Evaluation Process and Selection Criteria

The following criteria and weights shall be utilized as a guideline to evaluate the proposals. Individual criteria have been assigned varying weights.

- | | |
|---|-----|
| a) Qualifications and Relevant Experience | 20% |
| b) References | 20% |
| c) Timeline for Completion | 10% |
| d) Number & Types of Feature in Proposed Play Structure | 40% |
| e) Creativity of Design, Cost Saving Ideas, Additional Components | 10% |

A selection committee will be established and will evaluate qualifications using the three criteria outlined above. Reference checks will not be undertaken until later in the

evaluation process. If the city selects any of the qualifications as best meeting the needs of the city in considering the requirements set out in this RFQ and the public interest, the city may enter into contract negotiations with the selected company. All proposals and materials will become the property of the City of Laramie. All costs incurred in the preparation of the request for qualifications process shall be borne by the submitting firm. The City of Laramie reserves the right to waive any irregularities and information in the proposals or fees, and to reject any and all proposals at any time, or to re-advertise the qualification at any time prior to the City Council approval of a Professional Services Agreement.

Land & Water Conservation Fund Requirements

The selected contractor will be required to obtain and provide proof of a D-U-N-S Number, a unique nine-digit identification number, for each physical location of your business. D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. Visit <https://fedgov.dnb.com/webform> for more information.

Suspension and Debarment, Voluntary Exclusion: By signing the contact documents, and contract, the contractor certifies that they are not suspended, debarred, or voluntarily excluded from Federal financial or non-financial assistance, nor are any of the sub-contractors or material suppliers. The contractor will notify the City by certified mail should the contractor or any of its subs become debarred, suspended, or voluntarily excluded during the term of the Contract. Form is attached to the sample contract.

Buy America Provisions: Buy America requires the use of American steel and iron product, when specified. For more information regarding federal Buy America Provisions, please refer to http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp_lrd_17.pdf. Contractors are required to complete the Materials and Buy America Certification. Form is attached to the sample contract.

Disadvantaged Business Enterprise: There is a zero percent (0%) DBE goal for this project. However, contractors are required to complete the DBE form. Form is attached to the sample contract.

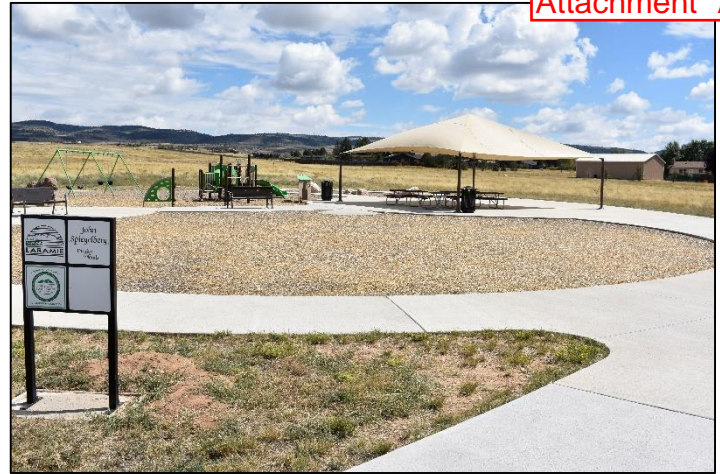
NOTE: Davis-Bacon Wage Rates DO NOT APPLY to this grant funding.

All responses shall be delivered no later than 5:00 P.M. on November 15, 2018 to:

Todd Feezer, Director, Parks & Recreation, City of Laramie
P.O. Box C, Laramie, Wyoming 82073
Phone: 307-721-5260; Fax 307-721-5284, E-mail: tfeezer@cityoflaramie.org

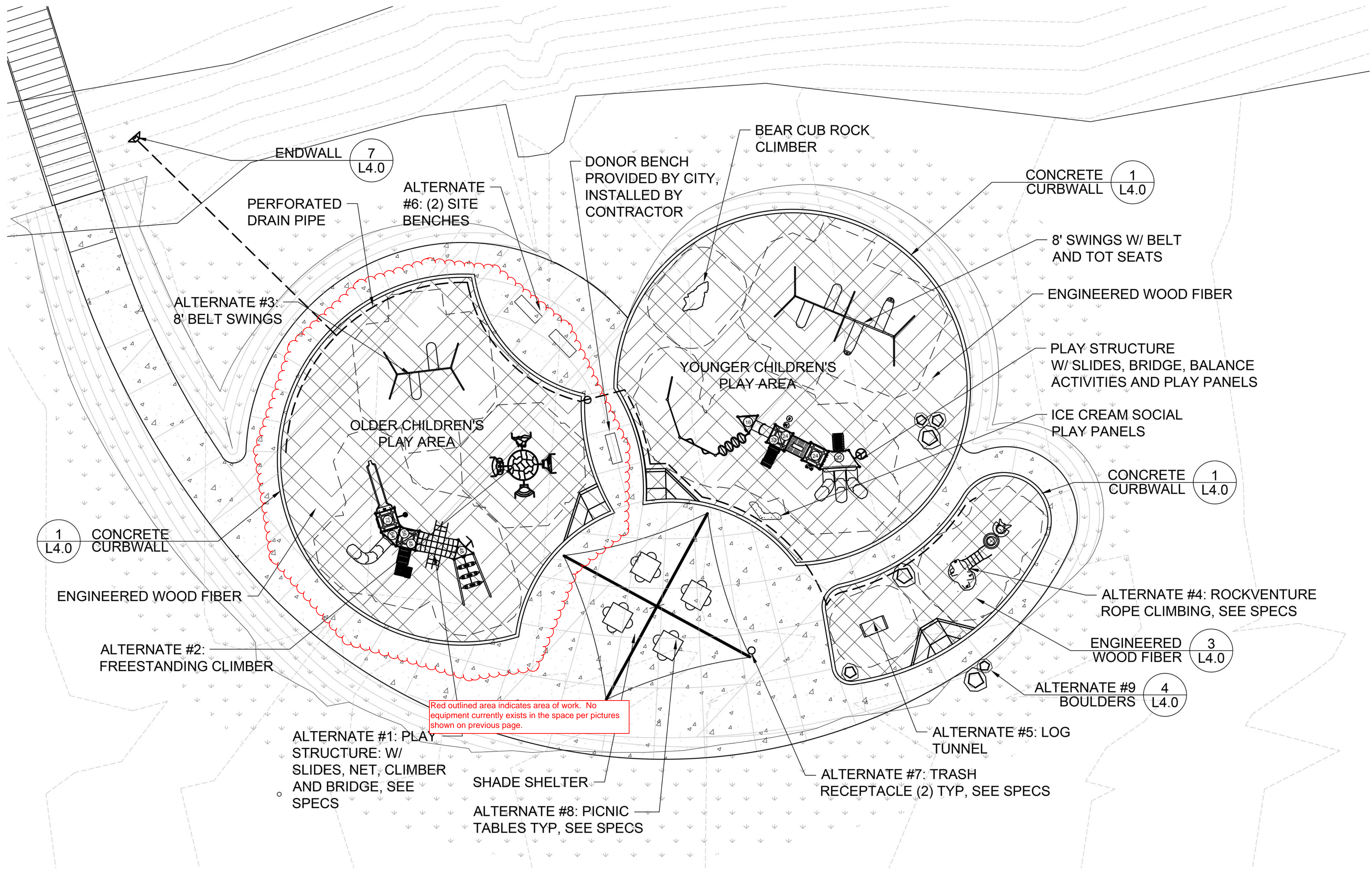


Above: View from North
Below: View from South



Above: View from Northwest
Below: View from East





Red outlined area indicates area of work. No equipment currently exists in the space per pictures shown on previous page.

1 PLAYGROUND ENLARGEMENT
Scale: 1" = 10' AT (22"x34")

LEGEND

- NATIVE SEED
- EWF
- CONCRETE
- BENCH
- BOULDERS
- PICNIC TABLE
- TRASH RECEPTACLE



REV	DATE	DESCRIPTION	BY



DOWL
www.dowl.com
1575 N. 4th Street, #105
Laramie, Wyoming 82072
307-742-3816

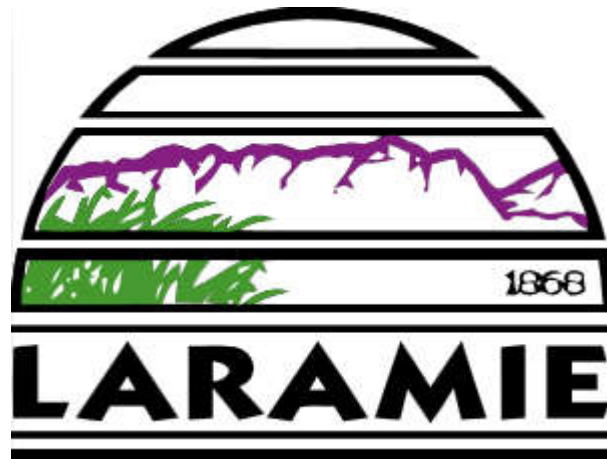
IMPERIAL HEIGHTS PARK DEVELOPMENT
LARAMIE, WY
PLAYGROUND ENLARGEMENT

PROJECT 26641.01
DATE FEBRUARY 2016

© DOWL 2015
SHEET

L1.1

IMPERIAL HEIGHTS PARK



REQUEST FOR QUALIFICATIONS 5-12 Year Old Playground Design, Provision & Installation

Presented To:
City of Laramie, Parks and Recreation Department

November 15, 2018

Submitted by:



Josh Anzulewicz
P.O. Box 626
Littleton, CO 80120
(970) 819-8926
Josh@AtoZRec.com
www. AtoZRecreation.com



November 15, 2018

> Todd Feezer, Director, Parks and Recreation
City of Laramie
P.O. Box C
Laramie, WY 82073

RE: Imperial Heights Park
5-12 Year-Old Playground Design, Provision and Installation

Dear Todd,

A to Z Recreation is pleased to provide the enclosed proposal for design, supply and installation of playground equipment for the 5-12 year-old age group at Imperial Park. Our staff is fully qualified to provide and install the playground equipment proposed, and we have over 30 years of experience in the playground industry. The proposed playground equipment and layout meets all accessibility and ASTM safety standards, and our staff/installers include Certified Safety Inspectors to ensure these standards are met.

Our design is complimentary of the existing shade structure and 2-5 Burke equipment at Imperial Heights Park. We incorporated a variety of play experiences, including the Volito Dish swing, a very popular event that supports multiple users and wheelchair accessibility. The colors rendered provide some fun and contrast to the 2-5 area, while being of a natural palette. A to Z Recreation is confident that this proposal will satisfy the City's functional, environmental, and safety requirements. Most importantly, we believe our design will bring joy and excitement to the children and families directly benefiting from your new playground.

Please feel free to contact me at (970) 819-8926 or Josh@AtoZRec.com. You have my commitment to support this project and your organization in every manner possible. We appreciate your consideration of our proposal and value this opportunity to continue to earn your business.

Sincerely,

Josh Anzulewicz, Park Planner

Brandon Smith, President



PROPOSAL: 136-113526-1 R2

IMPERIAL HEIGHTS PARK, 5-12





PROJECT TEAM AND ROLES FOR IMPERIAL PARK PLAYGROUND

Brandon Smith purchased Made In The Schade January 1, 2017 and gave the company the new identity of A to Z Recreation. Brandon previously worked with Made In The Schade for 9 years as a sales representative and now operates the company as President. Josh Anzulewicz joined A to Z Recreation in the Fall of 2017 with several years' experience working with park & recreation professionals. The company continues to provide the same quality commercial recreation products and services that Made In The Schade provided for the last 20 years.

A to Z Recreation is the exclusive representative for BCI Burke Playground Company in Colorado and Wyoming. In addition, we represent other recreation companies such as Integrated Design Solutions, Surface America Poured-In-Place Rubber, Playsoft Engineered Wood Fiber, Site Furnishings, Shelters, etc.

Our staff consists of Brandon Smith as President, Josh Anzulewicz as Park Planner, and Lin Rudy as Contract Administrator. We provide professional design and project management services including design, site visits, construction drawings, installation coordination, and warranty services. We have a total of over 30 years of experience in the public recreation industry designing and installing playgrounds.

Josh Anzulewicz from A to Z Recreation will provide all design services, coordinate contract/order process, and be available for any on-site services needed. Playgrounds of the Rockies, managed by Brice Brantley, will provide installation services. We have constructed many public playground projects as a team and look forward to working with you and your staff.

We take pride in our customer service, personally following up with each inquiry. With A to Z Recreation you can count on incomparable service and exceptional recreation products!

Josh Anzulewicz, Park Planner

Brandon Smith, President



RESUMES



Brandon Smith
President of A to Z Recreation,
formerly Made in the Schade

Education

Bachelor of Architecture, Industrial and Product Design
Certified Playground Safety Inspector

Work Experience

President, A to Z Recreation, 2017-Present
Sales Representative, Made in the Schade, 2007-2016
Freelance Designer, Prime Play 2005-2007
Design Engineer, Koala Kare Products, 2004-2005
Design Engineer, Playcore, 2002-2004

Brandon has extensive knowledge of designing and constructing park projects.

Brandon will provide all contract documents necessary and assist with on-site coordination as needed.



Josh Anzulewicz
Park Planner
A to Z Recreation

Education

BS, Landscape Architecture, Colorado State University, 2005
Certified Playground Safety Inspector

Work Experience

Park Planner, A to Z Recreation, 2017-Present
President, Kids Play Ltd, 2015-2017
Independent Landman, Premiere Land Services, 2008-2015
Landscape Architect, Cairone & Kaupp, Inc., 2005-2008

Josh's experience with Landscape Architecture projects in varying scale from casino resorts to public parks & gardens has provided unique learning experiences to creatively meet different user needs.

He has a good understanding and passion for effectively meeting customer's needs in the field of park and recreation products.

Josh will be the primary contact from A to Z Recreation for this project and will manage all aspects from start to finish!



DESIGN
CONCEPTS

Community + Landscape Architects

November 12, 2018

Please accept this letter as a professional recommendation for A to Z Recreation. I have had the opportunity to work with both Josh Anzulewicz and Brandon Smith. We have worked together on multiple projects, from town parks to playground renovations. Both Josh and Brandon are always quick to respond with any product information and playground designs needed. Their experience in designing play environments for all ages and abilities allows them to provide excellent service and creative solutions. Often our project work demands that the design team tailor the playground designs to meet a budget or allow for phasing opportunities. Josh and Brandon make themselves available to support that process and are very easy to work with.

A to Z Recreation uses a wide variety of reputable manufacturers who produce high quality products from innovative sculptural play pieces to shade shelters. I depend on them to offer a comprehensive package of playground equipment and surfacing, shelters and site furnishings, and athletic equipment if needed on my projects.

If you have any questions regarding this recommendation, please feel free to call me at 303-664-5301 or email me at the address below.

Very Truly Yours,



Lisa Langer, PLA, ALSA

Associate

lisal@dcla.net

November 12, 2018

DESIGN
CONCEPTS

November 13, 2018

To whom it may concern:

Mesa County recently bid out the installation of a playground system in one of our local parks. After receiving several proposals, A TO Z Recreation submitted what we considered to be the best thought out structure for what we had requested and was within the allocated budget. After some final tweaking of colors and layouts provided by A TO Z, Mesa County contracted with them to include installation. The structure arrived in shipping when proposed with no damage. It was also noted that the product was very well packaged to help prevent damage in shipping. Mesa County had schedule with their installers for the installation just a few short weeks after delivery. Their installers were very professional and installed the new system in only 3 days with continued daily approvals from the County. I have also work with A TO Z Recreation on other requested information and have always found them very responsive to my needs. I would use and or recommend A TO Z Recreation for the purchase of other playgrounds/park structures in the future. If you prefer further information you are welcome to contact me at 970-244-3232.

Sincerely



Greg Linza, Facilities & Parks Director

Proposed Project Timeline for Imperial Park 5-12

Task	2018 Week Beginning 2019																		
	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7	3/4	3/11	3/18	3/25	4/1	4/8	4/15	4/22	4/29	5/6	
Proposal Review - Project Awarded																			
Submittals Returned by City																			
Equipment Ordered																			
Equipment Built (4-6 Week Lead)																			
Equipment Delivered																			
<i>Contingency Week</i>																			
Playground Installation																			
<i>Contingency Week</i>																			
Substantial Completion Walk Through																			
Final Completion																			

Proposed Timeline assumes all contract approvals, design revisions, and submittals are completed by 12/7/2018

A to Z Recreation's approach and strategy to ensuring this schedule is met involves:

- * Selecting Manufacturers with reliable lead times.
- * Contingency Weeks built into the project timeline to create buffers for the unexpected.
- * Weekly meetings with the installation team prior to installation starting to stay on top of any anticipated delays (weather, etc.).
- * As soon as installation begins, A to Z is in constant/daily contact with the installers to stay ahead of any unexpected issues.

Schedule can be pushed forward depending on winter weather conditions for Laramie. Our schedule assumes a late March/early April thaw, where install can be adjusted in case of mild or extreme winter.

Actual installation of play equipment and surfacing should take no longer than 5-7 working days.



play outside



PROPOSAL: 136-113526-1 R2

IMPERIAL HEIGHTS PARK, 5-12



WORK THAT MOVES US

What we bring to work every day is more than just ourselves. Our ideas, craftsmanship and collaboration form our culture and help us bring a higher level of play to communities around the world.

HANDCRAFTED IN AMERICA'S HEARTLAND

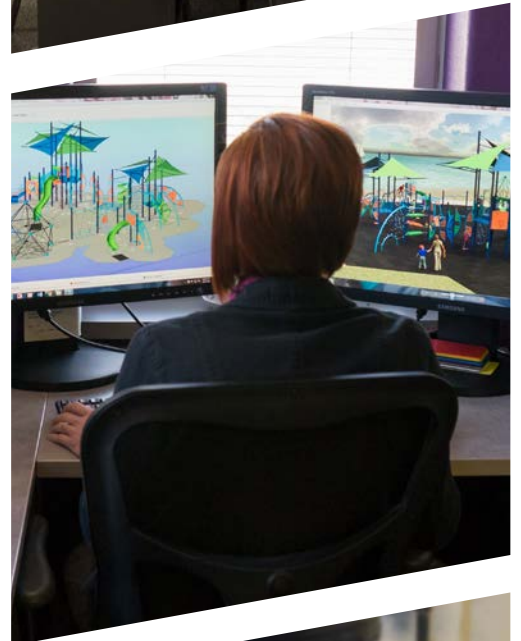
Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. Yes, a real-live person will answer your call and help to direct you to the proper person. We have factory-direct customer service representatives that are available to answer questions, help with replacements parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

We as Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! We are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BURKE'S HISTORY

John Edward was a farmer in Fond du Lac, Wisconsin and farmed the land the Burke company headquarters stands on today. In 1920, he incorporated a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, Burke entered the playground industry! Soon playground products were the company's main focus and they introduced Swing King, a residential line of play equipment.

When World War II began, Burke, like many companies, changed their focus to the war effort. J. E. Burke, always an inventor, devised a self-contained ammunition cart that could be parachuted to army personnel. The Parachute, as it was suitably named, was also used to deliver food and medical supplies. The company's dedication earned special recognition, and in 1943, the J.E. Burke Company was awarded an Excellence in War Production citation. Over the next 40 years, the Burke family grew the business and began to add interesting color and material combinations. In 1972, Burke invented the original Funnel Ball® that became a staple on playgrounds across the country.

In the late 1990's, Greg Burke, grandson of founder J.E. Burke, determined it was time to find a successor to lead the business into the 21st Century. Tim Ahern became the president/CEO of Burke in 1997 and remained until 2015 when Incline Equity Partners invested in Burke and Michael Phelan became the new president/CEO.

Most recently, in May 2017, The Halifax Group joined Burke's management team as an investment partner to continue the company's growth plans. All design and manufacturing operations continue to be located in Fond du Lac, Wisconsin on the same plot of land where J.E. Burke founded the company nearly 100 years ago.

Burke remains committed to the original innovation, customer service and superior quality that sustained the company for generations. We are bringing play to the next level with our focus on "Play That Moves You" and innovating products that move all of us in so many ways.



BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM: Nucleus® and Voltage® feature our Industry-leading KoreKonnnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM: Intensity, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Little Buddies® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

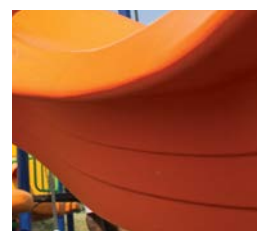
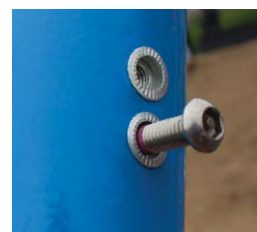
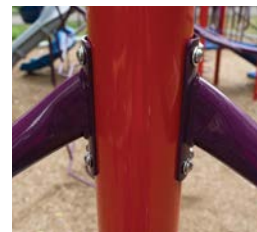
TAMPER-RESISTANT STAINLESS STEEL HARDWARE: All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-16: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-16 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.



FREE RESOURCES

NPPS SAFETY KIT

Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at bciburke.com/safety.

CUSTOM MAINTENANCE KIT

To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at bciburke.com/funding.



FREE FUNDRAISING TOOLS!



FEATURED PLAY EVENTS



Velo™ Slide

Rapid and swift, the Velo Slide is designed to be the fastest, most exciting sliding experience for kids!



Trigon Arch Climber

Wiggle your way through a triangular suspended path with Burke's Trigon climber. This play event allows children to socialize and play together while improving their upper body strength and coordination.

FEATURED PLAY EVENTS



Rope Link

This exciting rope climber challenges children to move, climb and have fun while building strength, balance and coordination.



Volito

Kids love to swing and with Volito, the whole group can swing together. The large disc-like seat is perfect for children of all abilities to interact and develop improved balance and posture.



Verve® III

Verve Climbers provide random paths for children to climb on the inside or outside, vertically or traverse.

DESIGN SUMMARY

AtoZ Recreation is very pleased to present this proposal for consideration for the Imperial Heights Park, 5-12 located in Laramie. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Laramie Parks & Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Imperial Heights Park, 5-12
- Project Number: 136-113526-1
- User Capacity: 57
- Age Groups: Ages 5-12 years
- Dimensions: 61' 4" x 50' 10"
- Designer Name: Cara Osborne

AtoZ Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Imperial Heights Park, 5-12 playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 136-113526-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Imperial Heights Park, 5-12 playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

1680 SQ.FT.

PERIMETER
286 FT.

STRUCTURE SIZE
6'1" 4" x 50' 10"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered
to ISO 9001

Registered
to ISO 14001

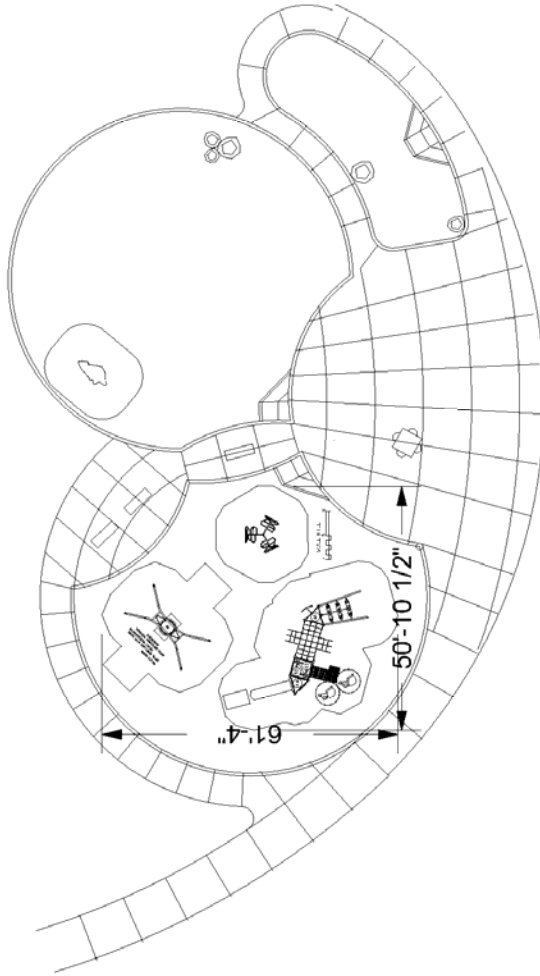


To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	7	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS:	5	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	RECD: 3
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 3	RECD: 2
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 2	RECD: 2
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 2	RECD: 2
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 2	RECD: 2



November 12, 2018

SERIES: Basics, Nucleus

Imperial Heights Park, 5-12

AtoZ Recreation

SITE PLAN

Morgan Drive

136-113526-1

DRAWN BY: Cara Osborne

Laramie, WY 82070



PROPOSAL: 136-113526-1 R2

IMPERIAL HEIGHTS PARK, 5-12





Proposal # 136-113526-1

November 12, 2018
2018 Pricing

Volito Swing

Safety Standards & Guidelines - Reference Information

The Volito Swing was designed to allow multiple children to swing and engage together. For many years the only swings available for kids to use together were tire swings, which are fun and challenging but presented opportunities for improvement. Tire swings are able to rotate and pivot in all directions, often in an unpredictable manner and, because they aren't easy to propel while sitting on them, other children often have to push the swing to gain and maintain motion. The Volito Swing, along with many similar swings in this growing market trend, provides a multi-user swing that moves in a single axis to-fro motion.

The Volito Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.
- CPSC 5.3.8.3.1 – CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Volito Swing is a single axis swing, it is clearly not a belt seat.
- CPSC 2.3.1 – CPSC says that swings intended for more than one user are not recommended because of their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
 - The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Volito Swing has been tested and is compliant with ASTM impact requirements.
 - CPSC has written a letter stating that “the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings.”
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

BCI BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRG products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

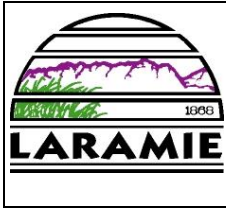
Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018



Agenda Item: Administration Resolution

Title: Resolution 2018-?? Supporting the submission of an application to the Wyoming Department of State Parks and Cultural Resources for a 2019 Land & Water Conservation Fund Grant in an amount not to exceed \$250,000 for the implementation of the Scout Park Development Plan.

Recommended Board MOTION:

I move that the Parks, Tree & Recreation Advisory Board approve the resolution supporting the submission of an application to the Wyoming Department of State Parks and Cultural Resources for a 2019 Land & Water Conservation Fund Grant in an amount not to exceed \$250,000 for the implementation of the Scout Park Development Plan and forward to City Council for approval.

Administrative or Policy Goal:

- The board shall advise the city council with respect to the acquisition, promotion and development of parks and recreation facilities. (2.28.070.B)
- The board shall evaluate, advise and make recommendations to the parks and recreation director concerning existing parks and recreation policies, programs and activities. (2.28.070.J)

Background:

Throughout the years the City of Laramie has applied for and been awarded many Land & Water Conservation Fund Grants for various projects. The City of Laramie had been awarded four phases toward the Development of Scout Park. Phase 1 had been completed with phases 2, 3 & 4 planned to be completed in the Summer of 2018 through 2019. Unfortunately, due to financial hardship the City of Laramie opted to return the grant awards related to phases 2, 3 & 4.

In August of 2018 the residents of Albany County approved the Specific Purpose Tax Ballot proposition providing funding towards park system improvements. The Scout Park Development plan has been completed and includes the development of walking paths, a restroom, park shelters and a playground. The City of Laramie is proposing to utilize \$250,000 of the SPT park system improvement allocation as a match for a \$250,000 L&WCF grant application. If awarded, funding should be authorized in the fall of 2019, allowing for an early 2020 bid and summer 2020 construction of the Scout Park Development plan. Staff recommends approval of this resolution and forwarding it to City Council for action on December 18, 2018. The deadline for the 2019 L&WCF grant cycle is December 31, 2018.

Legal/Statutory Authority: N/A

Budget/Fiscal Information:

Revenue:

Fees/Charges for Service	\$0.00		
Fees/Charges for Service	\$0.00		
Other	\$500,000.00	\$250,000 SPT Funds/\$250,000 L&WCF Application	
Total	\$500,000.00		

Expenses:

Item 1	\$481,207.00	Engineer's Cost Estimate (2017)	
Item 2	\$18,793.00	Construction Management	
Other	\$0.00		
Total	\$500,000.00		

Responsible Staff:

Todd Feezer, Director, Parks & Recreation Department, tfeezer@cityoflarmaie.org or 307.721.5260

Attachments:

LWCF Grant Application Resolution.Scout Park Development
20171018-95 CD Set
95% CDs Cost Estimate

Resolution 2018-__

A RESOLUTION SUPPORTING THE SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES FOR A 2019 LAND & WATER CONSERVATION FUND GRANT IN AN AMOUNT NOT TO EXCEED \$250,000 FOR THE IMPLEMENTATION OF THE SCOUT PARK DEVELOPMENT PLAN

WHEREAS, the Wyoming Department of State Parks and Cultural Resources has invited cities, towns, counties, schools and recreation districts to submit applications for 2019 Land & Water Conservation Fund grants to support projects that promote, develop, and support public outdoor recreation, and;

WHEREAS, for many years the City of Laramie has successfully applied for and received Land & water Conservation Fund grants to provide improvements to our public outdoor recreation program, and;

WHEREAS, in the City of Laramie submitted specific applications and was awarded Land & Water Conservation Fund grants to support the Scout Park Development Plan, and;

WHEREAS, the City of Laramie opted to return the previously approved grant funding supporting the Scout Park Development Plan due to financial hardship, and;

WHEREAS, in August of 2018 the residents of Albany County approved the Specific Purpose Optional Sales Tax proposition providing funding for improvements to the City of Laramie park system, and;

WHEREAS, the City of Laramie has a completed Scout Park Development Plan with construction documents, a construction manual and an engineer's estimate for construction that is ready to be implemented, and;

WHEREAS, the City of Laramie intends to submit a 2019 application to support the Scout Park Development Plan providing match funding for the installation of walking paths, playgrounds, shelters and restrooms in Scout Park, and;

WHEREAS, as required by the Land and Water Conservation Fund, Scout Park is owned by the City of Laramie and is dedicated for public use into perpetuity.

NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMING RESOLVES:

Section 1. That forgoing all recitals are incorporated in and made part of this resolution by this reference.

Section 2. That the City Council supports the filing of an application to the Wyoming Department of State Parks & Cultural Resources for a 2019 Land & Water Conservation Fund grant in an amount not to exceed \$250,000 to support the Scout Park Development Plan.

PASSED AND APPROVED this 18th day of December 2018.

Andi Summerville, Mayor and President
City of Laramie, City Council

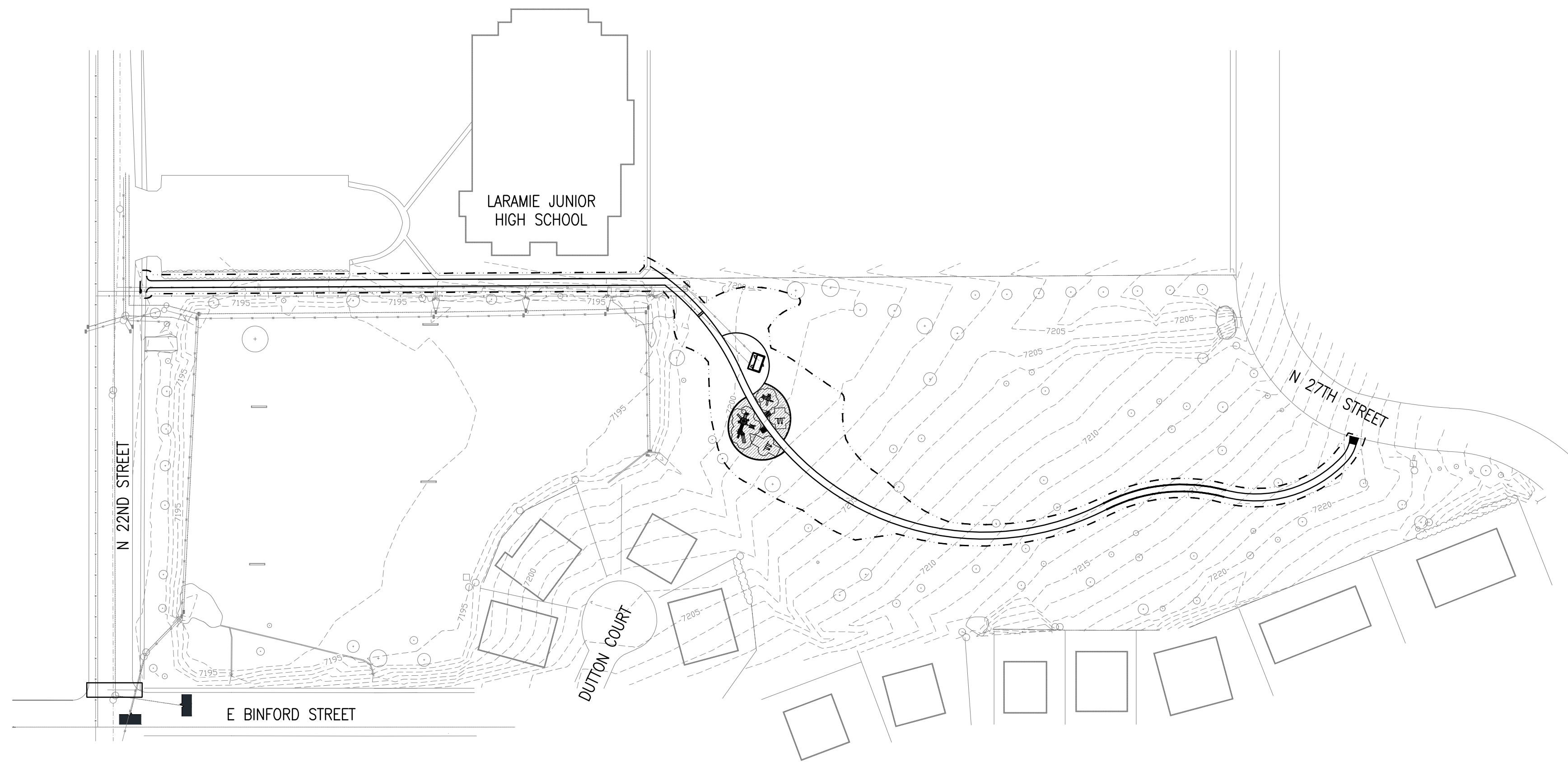
Attest:

Nancy Bartholomew, City Clerk
City of Laramie

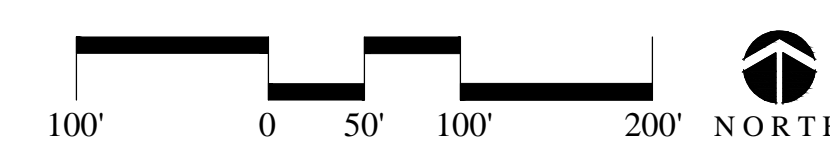
SCOUT PARK DEVELOPMENT PROJECT

95% CONSTRUCTION DOCUMENTS

Laramie, Wyoming



SCALE: NTS
NORTH



DESIGN TEAM

Russell + Mills Studios
Landscape Architecture
Fort Collins, CO

Gertsch-Baker Engineering and Design

Civil Engineer
Laramie, WY

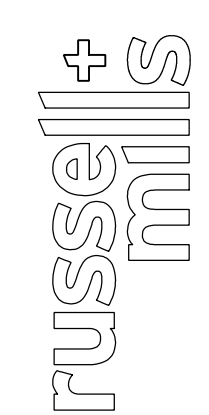
The Irrigation Engineers

Irrigation Design
Fort Collins, CO

LIST OF DRAWINGS

GENERAL	SITE	IRRIGATION
G001 - Cover Sheet	LS100 - Overall Site Plan	IR-1 - Irrigation Renovation Plan
	LS101 - Site Plan	IR-2 - Irrigation Renovation Plan
SURVEY	LS102 - Site Plan	
	LS401 - Site Enlargement Plan	
DEMOLITION	LS501 - Site Details	
LD101 - Demolition Plan	LS502 - Site Details	
LD102 - Demolition Plan	LS503 - Site Details	
CIVIL	LANDSCAPE	
C-01 - Utility Plan and Profile	LP100 - Overall Landscape Plan	
C-02 - Standard Details	LP101 - Landscape Plan	
	LP102 - Landscape Plan	
GRADING		
LG100 - Overall Grading Plan		
LG101 - Grading Plan		
LG102 - Grading Plan		
LG401 - Grading Enlargement Plan		

REV.	COMMENT	DATE

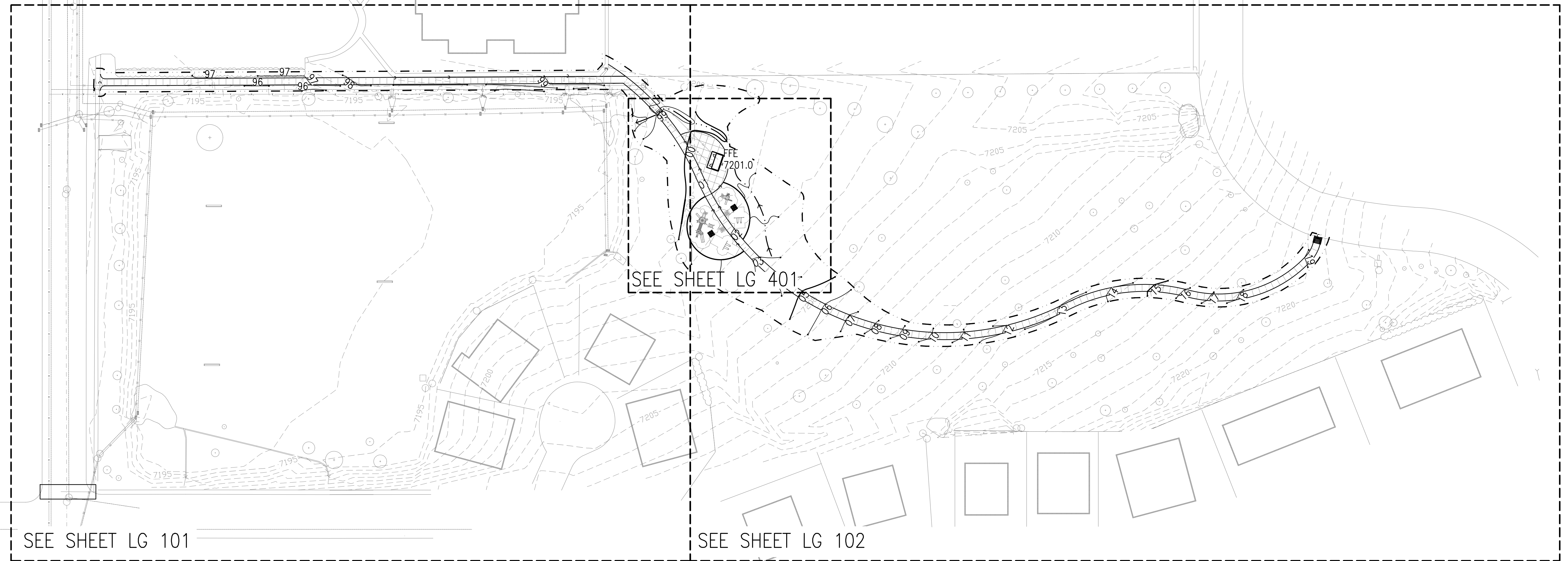


SCOUT PARK
COVER SHEET
95% CONSTRUCTION DOCUMENTS

Date: 10/18/17
Drawn By: MT
Checked By: PM/JB

Sheet
G001

REV.	COMMENT	DATE

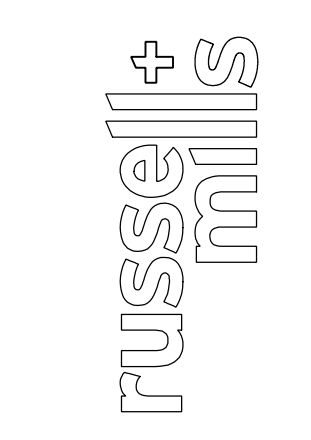
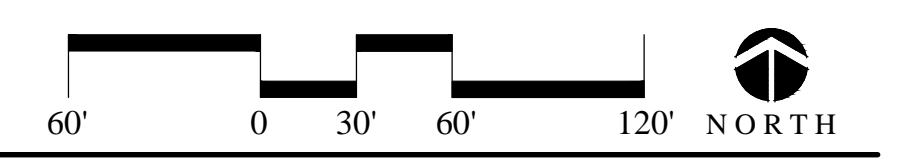


- GRADING LEGEND:**
- — — — — EXISTING CONTOUR
 - — — — — PROPOSED MAJOR CONTOUR
 - — — — — PROPOSED MINOR CONTOUR
 - ← ← ← ← ← FLOWLINE
 - ⌒ MEET AND MATCH GRADE

- GRADING NOTES:**
1. GRADING AROUND EXISTING AND PROTECTED TREES TO BE DONE IN MANNER TO PROVIDE THE MOST PROTECTION TO EXISTING ROOTS AND DRIP LINE OF TREE.
 2. ALL SIDEWALK GRADES TO BE A MINIMUM OF 1% AND MAXIMUM OF 5% WITH A CROSS SLOPE OF LESS THAN 2%.
 3. NOTIFY CITY OF LARAMIE ENGINEERING PRIOR TO CONNECTING TO ALL STORM DRAINS AND PIPES.
 4. REFER TO LG401 AND LG402 FOR ENLARGEMENTS.

A

SCOUT PARK – OVERALL GRADING PLAN



SCOUT PARK
OVERALL GRADING PLAN
95% CONSTRUCTION DOCUMENTS

Date: 10/18/17
Drawn By: MT
Checked By: PM/JB

Sheet
LG100

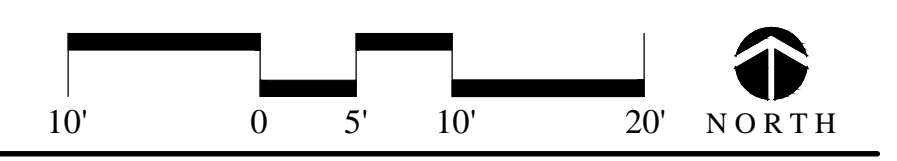
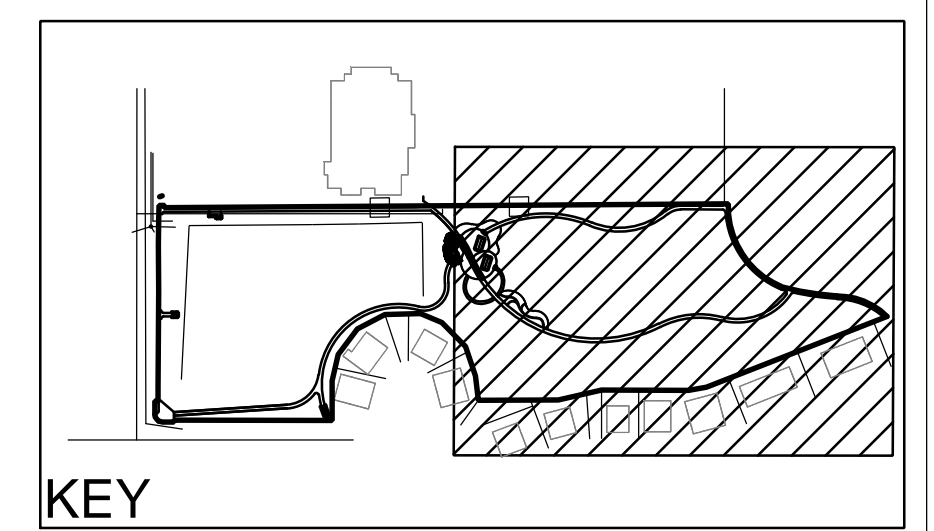
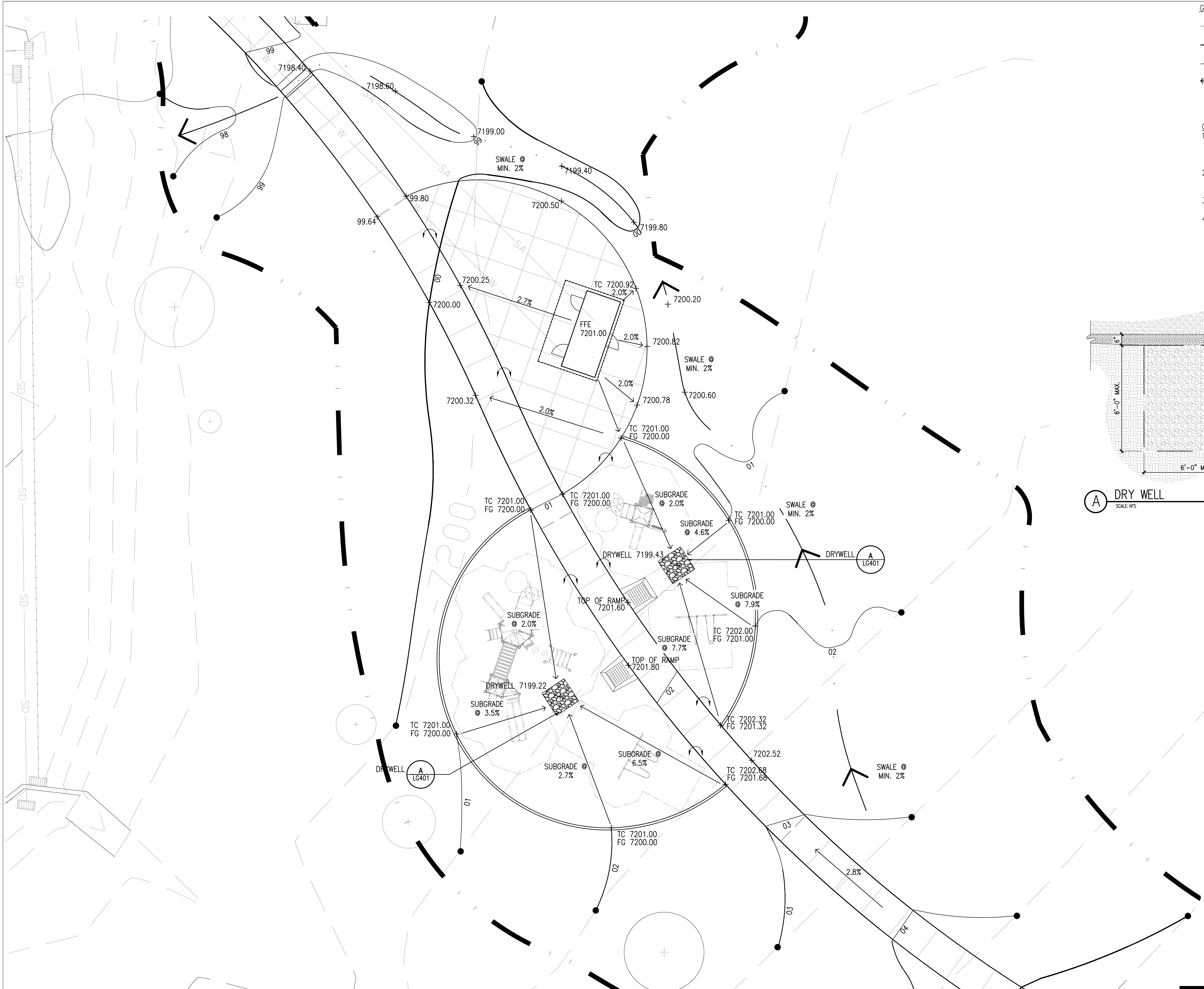
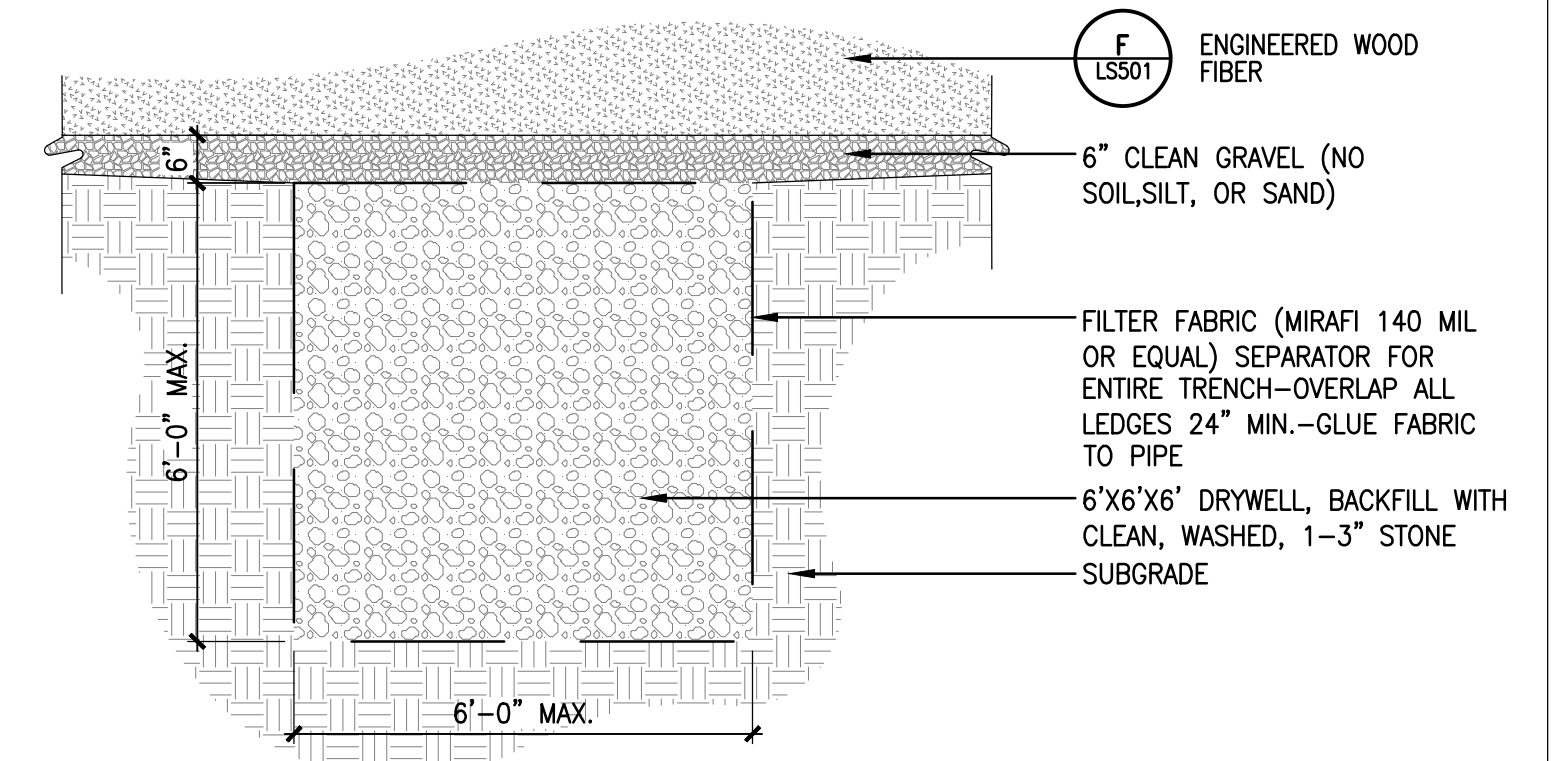
GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- ←←← FLOWLINE
- MEET AND MATCH GRADE

GRADING NOTES:

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3. NOTIFY CITY OF LARAMIE ENGINEERING PRIOR TO CONNECTING TO ALL STORM DRAINS AND PIPES.
4. REFER TO LG401 AND LG402 FOR ENLARGEMENTS.

REV.	COMMENT	DATE



A SCOUT PARK - GRADING ENLARGEMENT PLAN


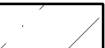
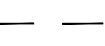
russell+ mills
 SCOUT PARK
 GRADING ENLARGEMENT PLAN
 95% CONSTRUCTION DOCUMENTS

Date: 10/18/17
 Drawn By: MT
 Checked By: PM/JB

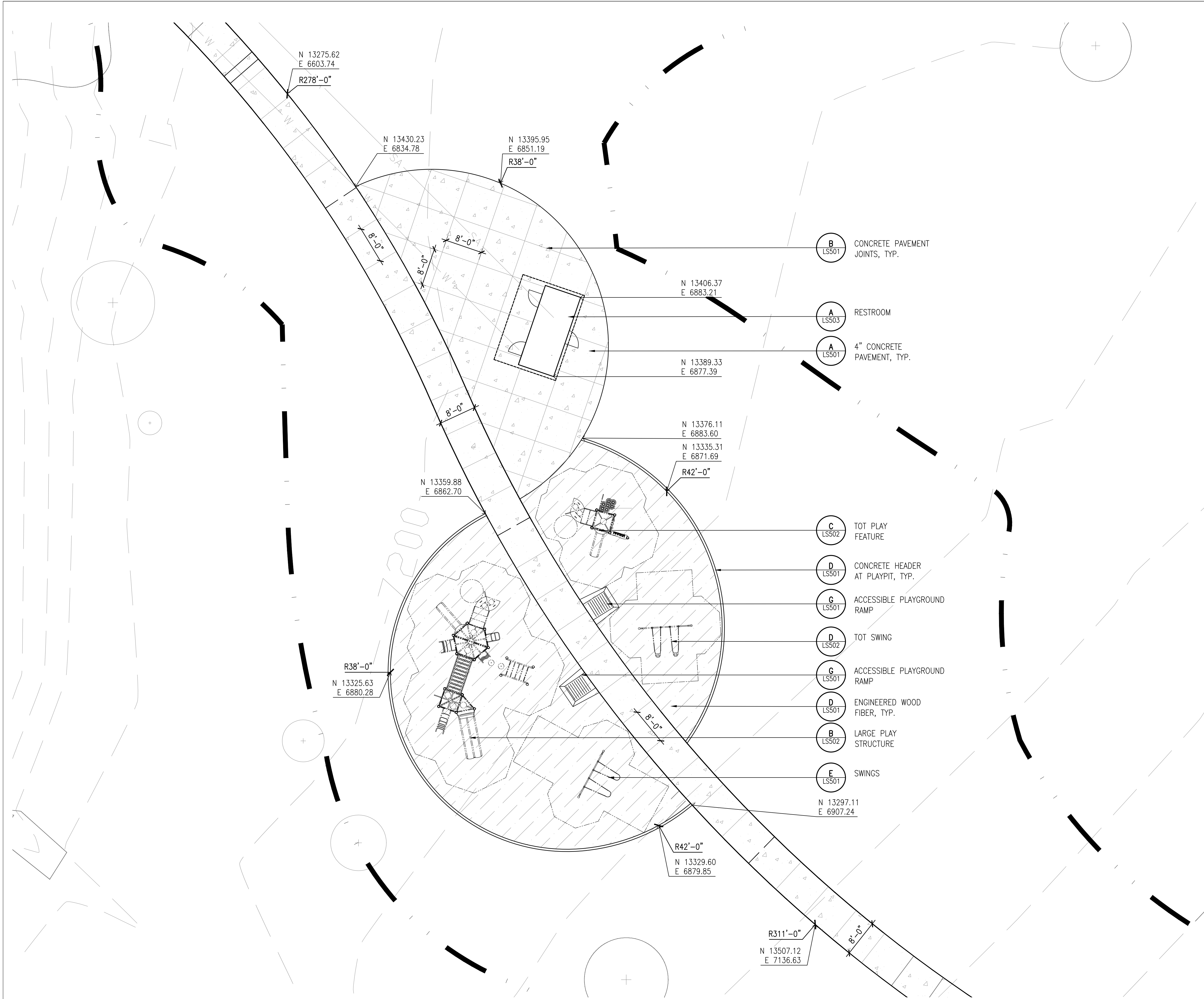
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REV.	COMMENT	DATE

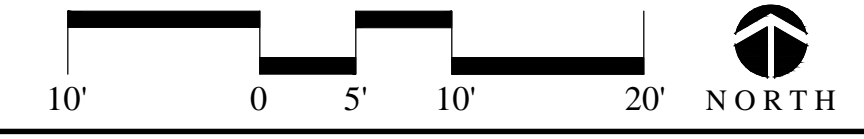
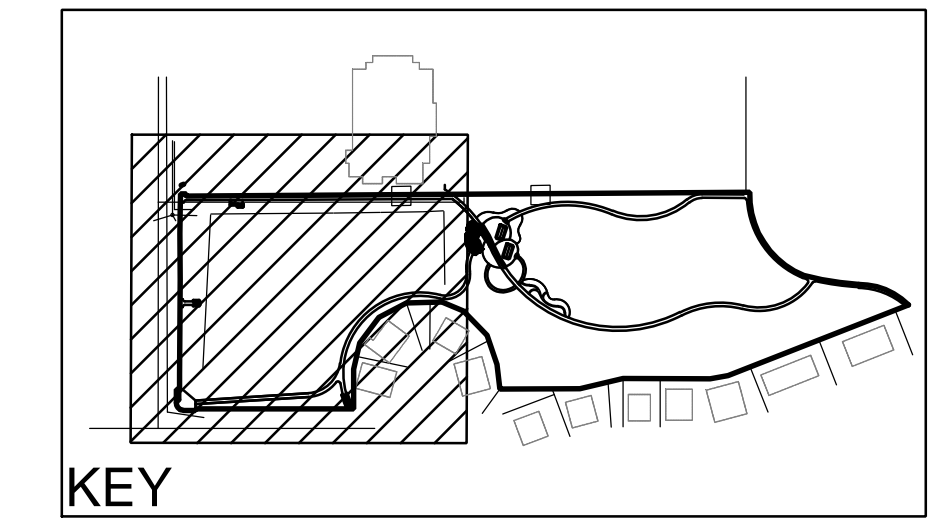
LEGEND

	CONCRETE PAVEMENT: 4" THICK
	ENGINEERED WOOD FIBER
	EXPANSION JOINT

- SITE NOTES**
- CAD FILES AVAILABLE FROM LANDSCAPE ARCHITECT FOR CONSTRUCTION SURVEY PURPOSES.
 - ALL DIMENSIONS ARE INSIDE OF LANDSCAPE CURB AND EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. ALL NORTHING AND EASTINGS ARE SHOWN FOR CENTER POINT OF ALL RADII.
 - ALL SIDEWALK RADII 5'-0" UNLESS OTHERWISE DIMENSIONED.
 - ALL CONCRETE PAVEMENT JOINTS TO BE SAWCUT AS INDICATED ON PLANS.
 - WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
 - ALL SIDEWALKS AND RAMPS MUST CONFORM TO CITY OF LARAMIE STANDARDS. ALL ACCESSIBLE ROUTES MUST SLOPE NO MORE THAN 1:20 IN DIRECTION OF TRAVEL AND WITH NO MORE THAN 1:48 CROSS SLOPE.
 - ANY DAMAGED CURB, GUTTER AND SIDEWALK EXISTING PRIOR TO CONSTRUCTION, AS WELL AS STREETS, SIDEWALKS, CURBS AND GUTTERS, DESTROYED, DAMAGED OR REMOVED DUE TO CONSTRUCTION OF THIS PROJECT, SHALL BE REPLACED OR RESTORED TO CITY OF LARAMIE STANDARDS AT THE DEVELOPER'S EXPENSE PRIOR TO THE ACCEPTANCE OF COMPLETED IMPROVEMENTS AND/OR PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY.
 - REFER TO CIVIL FOR ALL UTILITY INFORMATION.

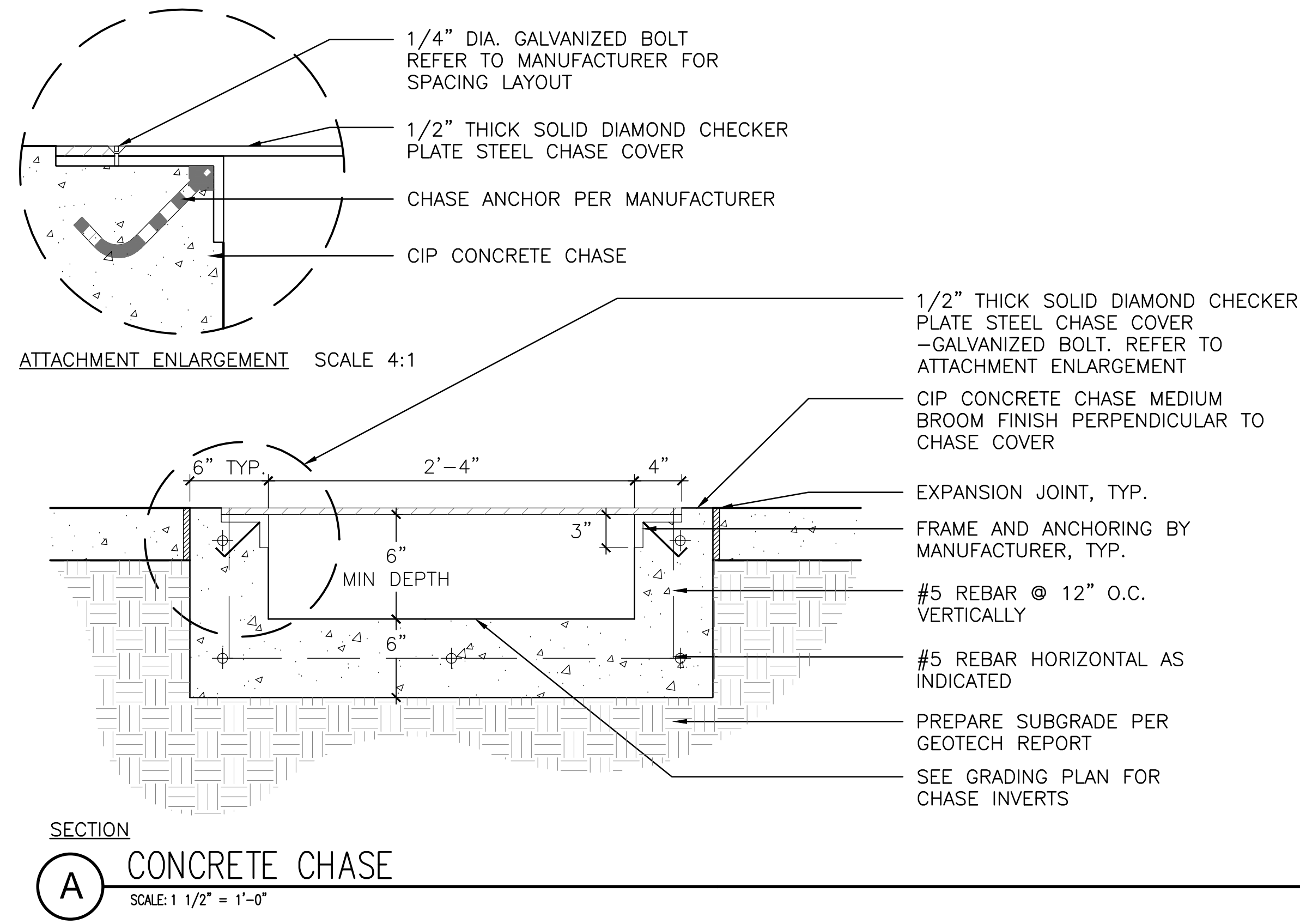


- B** LSS01 CONCRETE PAVEMENT JOINTS, TYP.
- A** LSS03 RESTROOM
- A** LSS01 4" CONCRETE PAVEMENT, TYP.
- C** LSS02 TOT PLAY FEATURE
- D** LSS01 CONCRETE HEADER AT PLAYPIT, TYP.
- G** LSS01 ACCESSIBLE PLAYGROUND RAMP
- D** LSS02 TOT SWING
- G** LSS01 ACCESSIBLE PLAYGROUND RAMP
- D** LSS01 ENGINEERED WOOD FIBER, TYP.
- B** LSS02 LARGE PLAY STRUCTURE
- E** LSS01 SWINGS



(A) SCOUT PARK – SITE ENLARGEMENT PLAN

REV.	COMMENT	DATE



MANUFACTURER: LITTLE TIKES
STYLE: CUSTOM
AGES: 5-12

B LARGE PLAY STRUCTURE
SCALE: NTS



MANUFACTURER: LITTLE TIKES
MODEL: QU063945
AGES: 2-5

C TOT PLAY
SCALE: NTS



MANUFACTURER: LITTLE TIKES
STYLE: TOT SEATS
AGES: 2-5

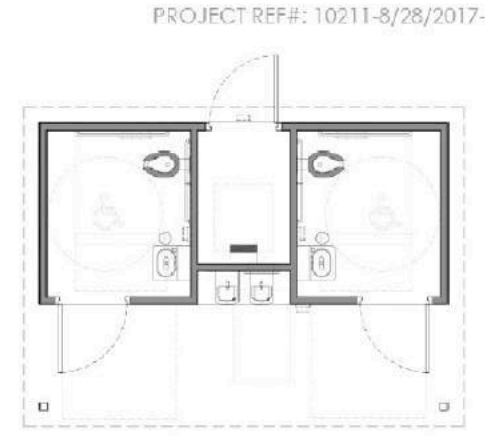
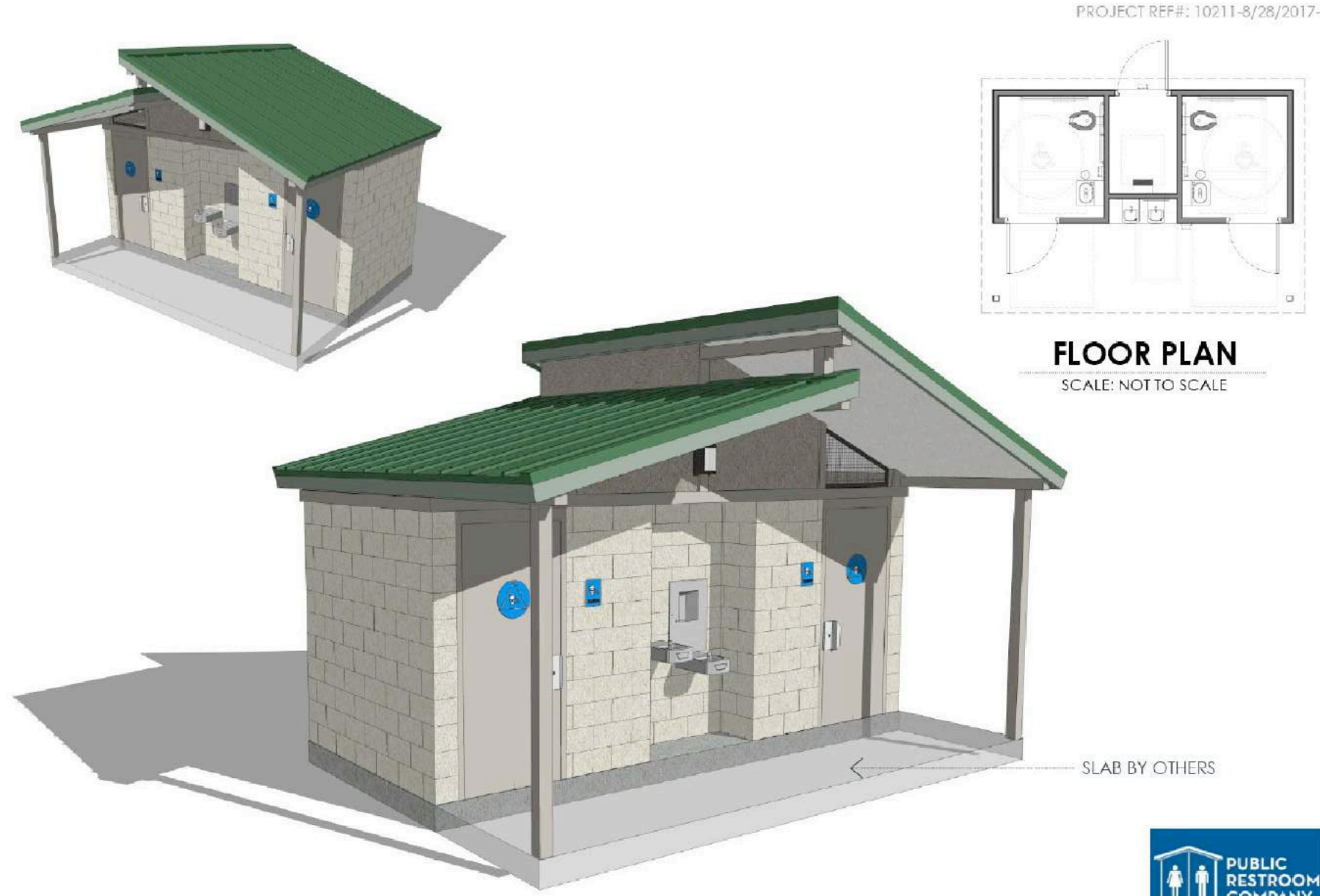
D TOT SWINGS
SCALE: NTS



MANUFACTURER: LITTLE TIKES
STYLE: MAXPLAY SWINGS, (1) BAY WITH (2) BELT SWINGS
AGES: 5-12

E SWINGS
SCALE: NTS

REV.	COMMENT	DATE

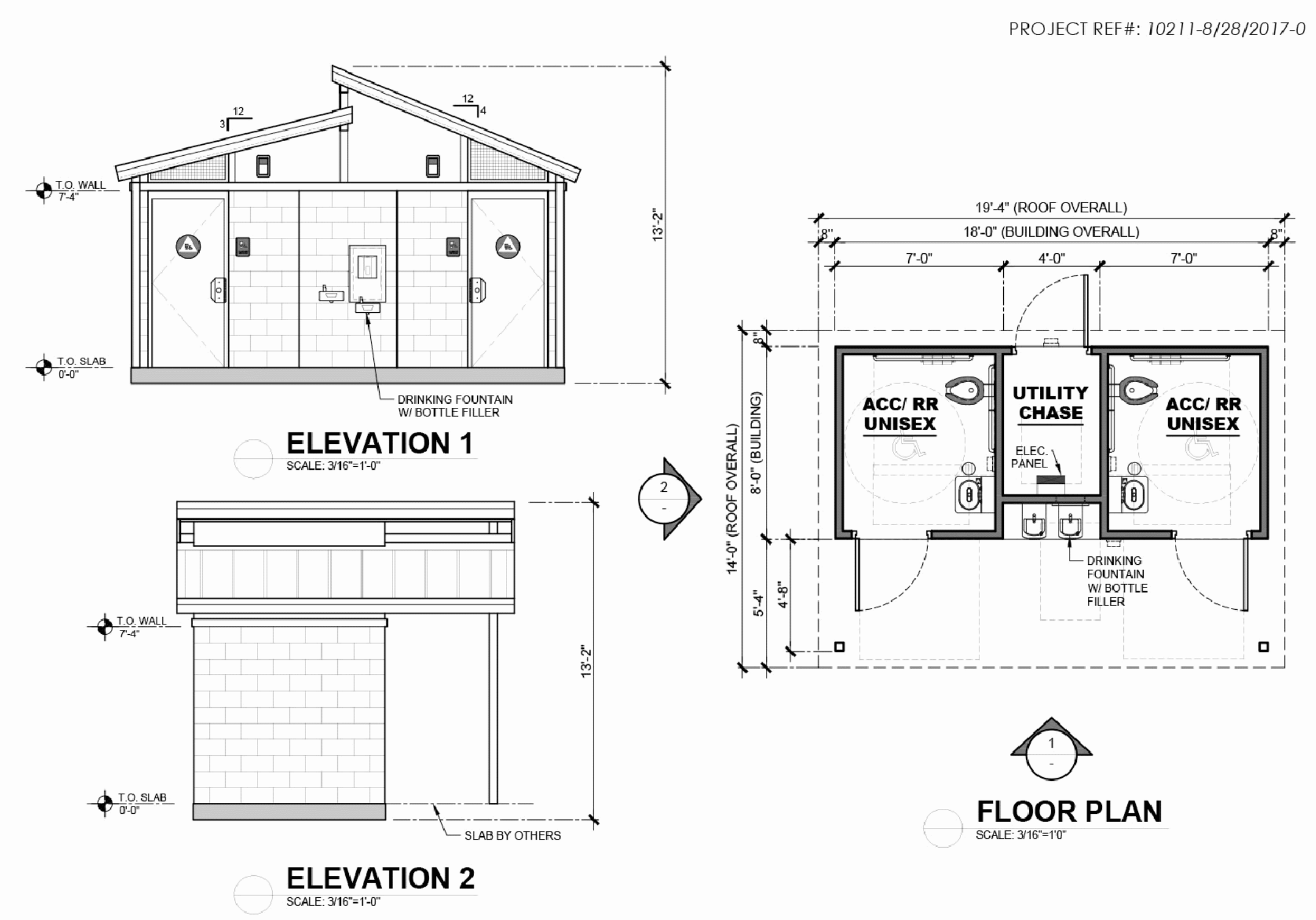


FLOOR PLAN
SCALE: NOT TO SCALE

SCOUT PARK
CITY OF LARAMIE, WYOMING

RESTROOM BUILDING
PUBLIC RESTROOM COMPANY
Building Better Places To Go™

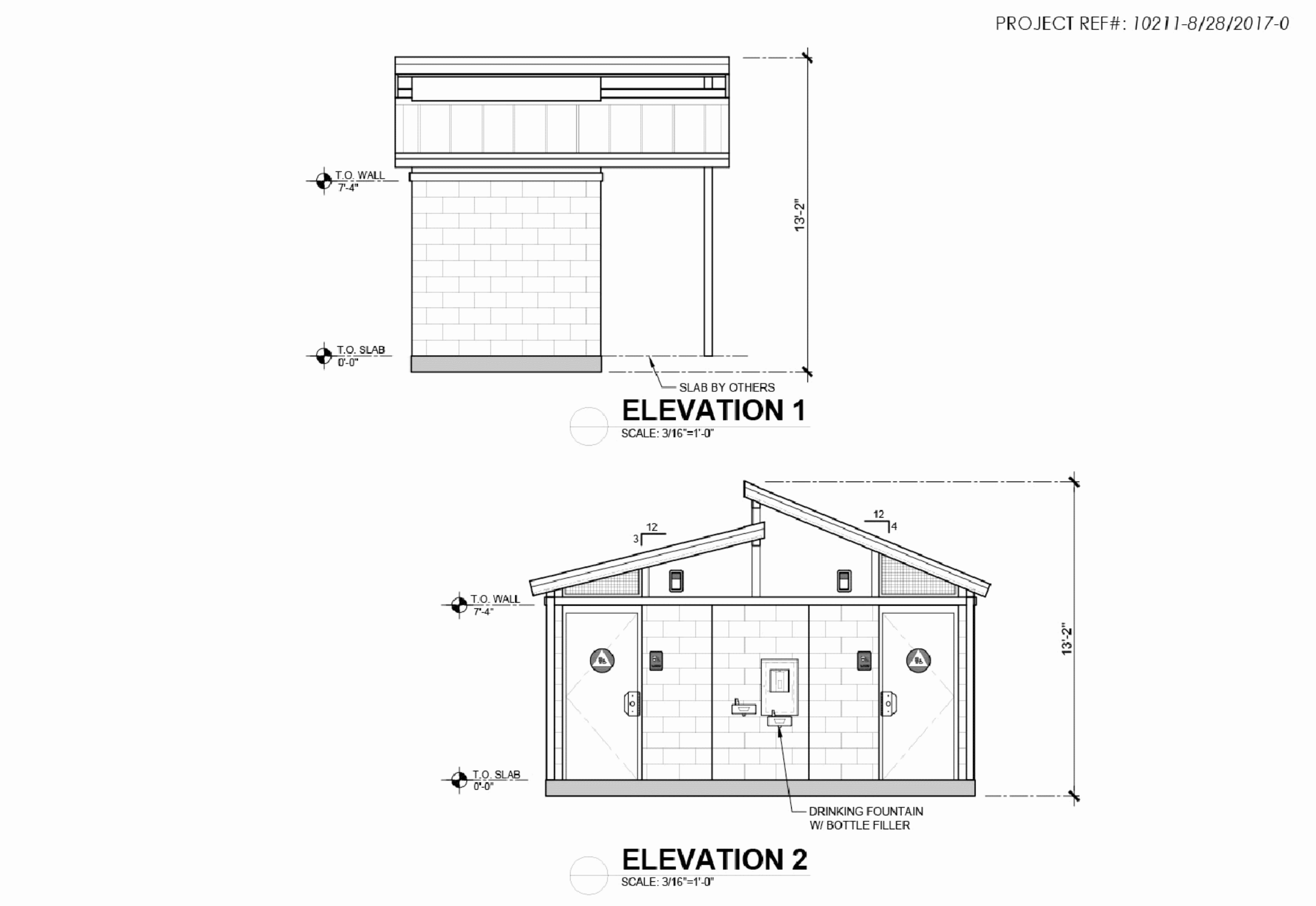
PROJECT REF#: 10211-8/28/2017-0



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		PROJECT:	SCOUT PARK CITY OF LARAMIE, WY	PROJECT #:	10211	START DATE:	8/28/2017	MAX. PERSON / HOUR	90 S
<small>PH: 888-888-5560 FAX: 888-888-5428</small>		<small>*NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE. DIMENSIONS PRECISE</small>							

MANUFACTURER: PUBLIC RESTROOM COMPANY
STYLE: CUSTOM

A RESTROOM
SCALE: NTS



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		PROJECT:	SCOUT PARK CITY OF LARAMIE, WY	PROJECT #:	10211	START DATE:	8/28/2017	MAX. PERSON / HOUR	90 S
<small>PH: 888-888-5560 FAX: 888-888-5428</small>		<small>*NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE. DIMENSIONS PRECISE</small>							

russe+
mills

SCOUT PARK
SITE DETAILS
95% CONSTRUCTION DOCUMENTS

Date: 10/18/17
Drawn By: MT
Checked By: PM/JB

Sheet
LS503

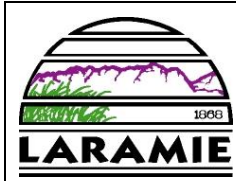
Scout Park - City of Laramie

Cost Estimate: 95% Construction Documents-Phase 3

Plan Date: October 24, 2017

Prepared by: Russell + Mills Studios

ITEM	UNIT	UNIT COST	QTY.	EXTENDED COST	NOTES
EARTHWORK					
Earthwork	ALLOW	\$5,000.00	1	\$5,000	
Fine Grading	S.F.	\$0.25	5,300	\$1,325	
	CATEGORY SUBTOTAL			\$6,325	
DEMOLITION					
Tree Removal	EA.	\$500.00	4	\$2,000	
Tree Protection Fencing	L.F.	\$10.00	73	\$730	
Clear & Grub	S.F.	\$0.25	24,094	\$6,024	
	CATEGORY SUBTOTAL			\$8,754	
UTILITIES					
Water Service	L.F.	\$25.00	120	\$3,000	includes sewer and water
Sewer Service	L.F.	\$54.00	800	\$43,200	includes sewer and water
	CATEGORY SUBTOTAL			\$46,200	
SITE WORK					
Concrete Pavement - Std Gray - 4"	S.F.	\$8.00	14,727	\$117,816	Includes increased sub-base to 6"
Concrete Header	L.F.	\$15.00	213	\$3,195	
ADA Sidewalk Ramp	EA.	\$1,500.00	1	\$1,500	
Concrete Chase	L.F.	\$300.00	8	\$2,400	
Drywell	EA.	\$1,000.00	2	\$2,000	
ADA Playground Ramp	EA.	\$1,500.00	2	\$3,000	
Engineered Wood Fiber	C.Y.	\$30.00	150	\$4,500	12" depth
	CATEGORY SUBTOTAL			\$134,411	
FURNISHINGS AND ARCHITECTURE					
Restroom Structure	ALLOW	\$135,000.00	1	\$135,000	
Play Structures	ALLOW	\$56,000.00	1	\$56,000	
Exercise Equipment Relocation	EA.	\$200.00	5	\$1,000	
	CATEGORY SUBTOTAL			\$192,000	
LANDSCAPE					
Soil Prep - Compost and fertilizer as required	C.Y.	\$25.00	50	\$1,250	All planted areas - 6" depth
Transplanted Trees	EA.	\$500.00	2	\$1,000	
Turf Grass	S.F.	\$1.00	5,238	\$5,238	
	CATEGORY SUBTOTAL			\$7,488	
IRRIGATION					
Install Mainline with Control Wire	L.F.	\$4.00	181	\$724	
Install Sprinkler Lateral Line	L.F.	\$2.00	1,562	\$3,124	
Install 6" Sleeving	L.F.	\$6.00	135	\$810	
Connect to Existing Lateral Piping	EA.	\$40.00	8	\$320	
Install Sprinkler Remote Control Valve on New Mainline	EA.	\$320.00	8	\$2,560	
Install Remote Control Valve on Existing Service Tee	EA.	\$320.00	2	\$640	
Install Quick Coupling Valve	EA.	\$120.00	1	\$120	
Install Rotary Sprinkler	EA.	\$45.00	20	\$900	
Lateral Repair: Install Sprinkler Lateral Line with Sleeve Under New Sidewalk	L.F.	\$10.00	0	\$0	
	CATEGORY SUBTOTAL			\$9,198	
	SUBTOTAL			\$404,376	
	5% Contingency			\$20,219	
	10% General Conditions			\$40,438	
	4% Mobilization			\$16,175	
	GRAND TOTAL			\$481,207	



Agenda Item: Administration

Discussion Item

Title: Advisory Board Goals

Recommended Board MOTION:

I move, that the Parks, Tree & Recreation Board approve the goals and presented and incorporate them into the board operations.

Administrative or Policy Goal:

N/A

Background:

Legal/Statutory Authority: N/A

Budget/Fiscal Information

Responsible Staff:

Larry Foianini, Chair, Parks, Tree & Recreation Board larryfoi@bresnan.net/307.742.8880

Choose an item.

Attachments:

2018 PTR Advisory Board Goals.Draft

2018 Parks, Tree & Recreation Advisory Board

Annual Goals

1. Annually during one committed meeting of the Parks, Tree & Recreation Advisory Board revisit the Parks and Recreation Master Plan to conduct a broad look at the development of parks and recreation in and around Laramie, Wyoming.
2. Continue to encourage the development of a hub-and-spoke trail system in Laramie that would connect the existing trails and encourage the development of new trails that to serve all neighborhoods while accommodating future growth.
3. Encourage the maintenance and upkeep of the Laramie Community Recreation Center in order recognize its value to the community and the investment the citizens have already made.
4. Encourage the further development of dog parks, off leash areas and rules that encourage responsible pet ownership while utilizing the parks and trail systems.
5. Be cognizant of staff resources in project design and idea development so that the workload remains reasonable and the existing amenities can be properly cared for.
6. Increase communication between the advisory board and City Council and send a representative to council meetings where relevant topics are being considered or discussed to ensure a voice in the decision making process.
7. Further educate board members about the department through staff presentations, amenity tours, sub-committees, and early participation in projects so that we can be ambassadors in the community. Promote opportunities to educate the public about parks, recreation, and trees.
8. Encourage community beautification including the evaluation and improvement of existing areas, review of proposed new beautification areas and the encouragement of beautification of the community's entryways.
9. Annually host a City Council Work Session in addition to the 6 required board meetings where council goals, board goals and department goals can be addressed to ensure a proper working relationship between all entities.

Adopted and passed this 12th Day of December, 2018.

Larry Foianini, Chair
Parks, Tree & Recreation Advisory Board

Attest:

Todd Feezer, Director
City of Laramie Parks & Recreation Department

To: City Manager; City Council Members
Fr: Todd Feezer, Director, Parks & Recreation
Date: December 3, 2018
Re: November/December 2018 Monthly Manager's Report

Parks & Recreation Administration – The RFQ for the design, provision and installation of a 5-12-year-old playground at Imperial Heights Park has been issued and closed. A to Z Recreation has been selected by a committee of staff, neighborhood participants and our SACC program. The professional services agreement authorizing this purchase will be at City Council on December 4. We anticipate this project being completed by May 1, 2019. This project was funded in part by the ACRB and LWCF. The RFQ for Spring Creek Phase 1 – Design, Engineering and Construction Documents has been released. A mandatory pre-submittal meeting was held on October 30 with good attendance. Proposals have been received and interviews will be held on December 5, 2018. We hope to have a professional services agreement authorizing this project at City Council on December 18, 2018. We anticipate this project being completed in the late summer of 2019. This project is funded in part by the General Fund and a Transportation Alternatives Grant. The Parks, Tree and Recreation Advisory Board is working towards new goals for 2019. One of the goals is to become more knowledgeable about City Council desires of the board and they hope to host a work session with Council in early 2019 to develop a better relationship.

Parks & Cemetery – Parks/Cemetery/Forestry/Mosquito/IPM Report – Staff has completed the installation of the holiday lights downtown. The Garfield Street Footbridge stairs will be closed during inclement weather for user/staff safety. Winter snow removal operations have begun. Fresh staff in various areas will require additional training however, we are off to a good start. The Little League Complex garage doors, a project funded by the ACRB, will be replaced this winter. Staff has begun winter maintenance on equipment. The Grand Avenue medians have been prepared for the winter. Staff is working on the installation of the Little Free Library for the 1st Street Plaza and will be finishing the downtown bike rack installations. The new infield groomer, funded by the ACRB, has been delivered. The Greenhill Cemetery hosted four funerals in November. Winter watering of newly planted trees will continue with water truck as weather allows. Four trees from the Missouri Gravel Bed Project were planted at the new Recreation Center grass area. The City Arborist continues to do tree inspections and mitigations as needed. Mosquito staff is preparing end of season information reporting for grants and presentations. The aerial contract is being prepared for an amendment extending the contract with our current provider through next season. All mosquito control equipment has been winterized and stored for the off season. The Parks Maintenance Worker - IPM position has been opened and applications are being received through November 30, 2018.

Facilities Management Division – the Notice to Proceed for the Animal Control Furnace Replacement Project was issued on October 29th. Haynes Mechanical Systems of Greenwood Village, Colorado has begun work on this project and we expect substantial completion by December 15, 2018. Requests for Qualifications for Concrete Repair and Replacement Services were advertised in October. Two submittals were received with only one, from Simon, Inc. of Laramie, Wyoming, meeting all the requirements of the RFQ. A committee of City staff representing two departments and three divisions reviewed, evaluated and interviewed the one qualified submitting firm. Upon completion of the evaluation and interview staff agreed that the submitting firm, Simon, Inc., is qualified to perform the concrete repair and

replacement services as required in the RFQ. A professional services agreement with Simon, Inc is scheduled to be considered by City Council on December 4th. An amendment for a one-year extension to the professional services agreement with Haynes Mechanical Systems for HVAC preventive maintenance and service is scheduled for Council consideration on December 4th. This month staff will begin work on the bid package for the City Hall Makeup Air Replacement Project. It is anticipated that this project will go out to bid in February. The Facilities Work Order System received thirty work orders in November, six work orders are still open and in progress. A total of thirty-two work orders were completed and closed out this month.

Recreation Division – The Winter/Spring Program guide was delivered last week with registration opening on Dec. 1 for Winter/Spring activities. Check out our Junior Cowboys/Cowgirls Basketball programs, swim lessons and adult basketball, all of which start up in January. First Friday Fun night for December has been moved to the Second Friday of the month to avoid conflicting with the Downtown Christmas Parade and tree lighting activities. We will be hosting a variety of Christmas crafts for kids to make for gifts and will have our new Rocker Slide set up in the pool in addition to the regular activities. School Aged Childcare wraps up for 2018 on Dec. 21st and will resume on January 7th. Recreation Staff will be hosting a movie night at the Downtown Plaza on December 7th in conjunction with the Downtown Christmas Parade and tree lighting activities. Activities will begin at 5pm and the City will have free popcorn and one hundred FREE 150th Anniversary Christmas ornaments, provided by the 150th Committee, to hand out. Turkey Curling was an enormous success this year with sixteen teams registered for the competition. Participants and visitors donated canned goods as an entrance fee and Toyota of Laramie contributed turkeys, which were all donated to the community dinner afterwards. We may conduct a youth tournament next year due to the popularity of this event. The Pickleball Club has arranged for a clinic to be held on December 6th by Sam Dia, a regional teacher and national pickleball qualifier for the Senior Games. Activities will take place from 8:30am to noon for anyone interested in participating. This is free to members and day pass holders. Participants are encouraged to sign up early for the event. Please contact the Recreation Center at 721-5269 for details. The University of Wyoming Men’s Hockey Club has been cleared to host games and practices again at the Ice & Event Center. We look forward to the remainder of the season with no incidents. The Recreation Supervisor position recently vacated by Kason Walton was advertised, interviews were conducted, and an offer has been accepted by Recreation Program Coordinator Devin Stalder. Devin has worked in the Department for the past five years and we look forward to his continued stewardship in the department. We look forward to filling the vacant coordinator position soon. Skate with Santa, an annual fundraising event for the Friends of Community Recreation will be hosted at the Ice & Event Center on Dec. 22nd from 4-7pm. Donations help provide access to recreation programming for families in Albany County. Join us for a fun evening with Santa and his elves! Holiday hours at the Recreation Center are posted, with shortened hours, closing at 2pm) on Dec. 24th and 31st. We will be closed on Dec. 25th and January 1st for the holidays. Please visit the website at www.cityoflaramie.org for additional information about holiday fitness class adjustments and special skate times at the Ice & Event Center.



**Monthly Financial
Report
October 31, 2018**



**City of Laramie: Building our Community through Respect,
Integrity, Teamwork, and Stewardship**

Issue Date: November 27, 2018

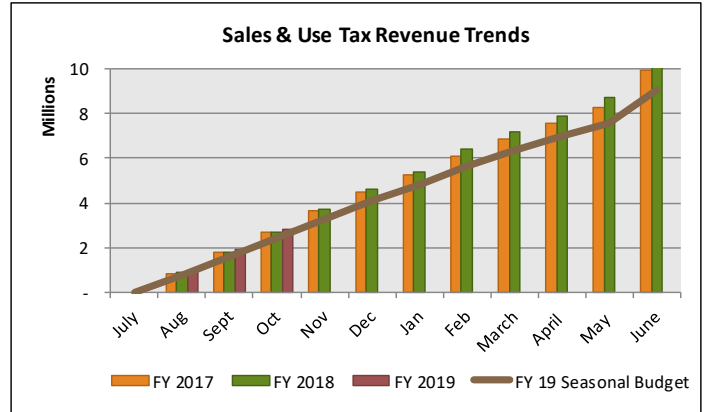
This City of Laramie Finance Department published this report. Please feel free to contact (307) 721-5224 or jwade@cityoflaramie.org with questions.

City of Laramie Monthly Financial Report

SALES AND USE TAX REVENUE

Sales and Use tax constitutes about 33% of the General Fund, Economic Development Fund, and E911 Fund revenue budget. This category includes both the 4th and 5th cent tax distributions. Sales & Use tax collections are 15.29% above the revenue target and 4.36% above the collections to date in FY 2018.

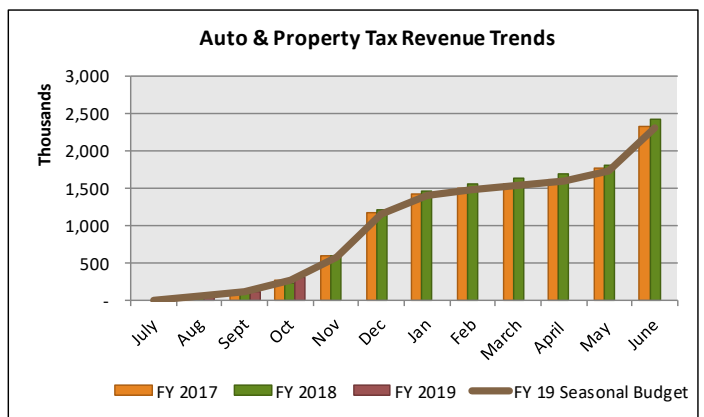
Month	FY 2018	FY 2019	FY 2019 Seasonal Budget	% Variance to Budget	% Variance YTD to Previous FY
July	\$ -	\$ -	\$ -	0.00%	0.00%
Aug	875,058	916,145	768,868	19.16%	4.70%
Sept	1,778,566	1,894,678	1,600,295	18.40%	6.53%
Oct	2,670,343	2,786,843	2,417,340	15.29%	4.36%
Nov	3,692,795				
Dec	4,594,376				
Jan	5,400,248				
Feb	6,376,016				
March	7,176,478				
April	7,894,369				
May	8,739,326				
June	10,446,895				



AUTO AND PROPERTY TAXES

Auto and property taxes are highly seasonal revenue sources, given that property tax comprises most this category and these taxes are due in December and May. These revenue sources amount to approximately 9% of the revenue budget for the reported funds. Auto and Property tax collections are 13.06% above the revenue target and 31.11% above the collections to date in FY 2018. Most of the increase from the prior year is from property tax distributions, although there is also an increase in auto taxes.

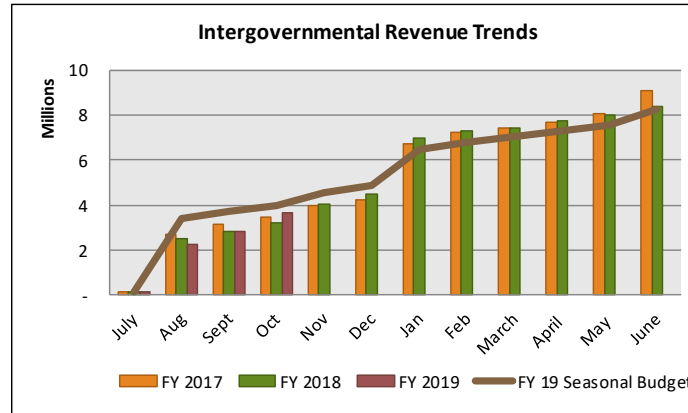
Month	FY 2018	FY 2019	FY 2019 Seasonal Budget	% Variance to Budget	% Variance YTD to Previous FY
July	\$ -	\$ -	\$ -	0.00%	0.00%
Aug	51,445	56,682	53,916	5.13%	10.18%
Sept	109,697	119,385	112,242	6.36%	8.83%
Oct	231,975	304,141	269,004	13.06%	31.11%
Nov	601,631				
Dec	1,218,619				
Jan	1,465,549				
Feb	1,564,993				
March	1,626,977				
April	1,682,038				
May	1,805,106				
June	2,424,825				



INTERGOVERNMENTAL REVENUE

Most revenue (about 50%) budgeted in the intergovernmental revenue category comes from the state direct distribution. This category also includes certain taxes, grants, and other intergovernmental sources. The second largest revenue source in this category is derived from grant awards. Intergovernmental revenue makes up about 31% of the General Fund, Economic Development Fund, and E911 Fund revenue budget.

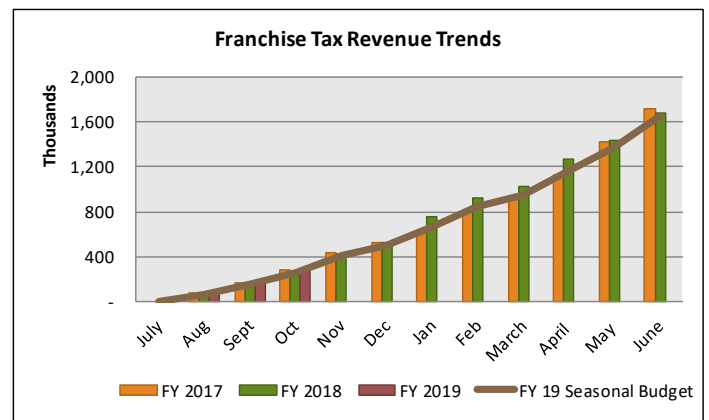
The FY 2019 direct distribution is forecasted at \$4.0M. The City received its first disbursement in August.



FRANCHISE TAX

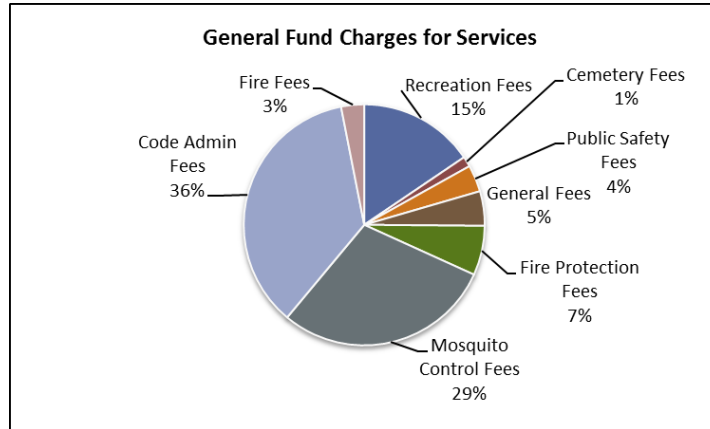
Franchise taxes are paid by electricity, gas, telephone, and cable television in accordance with franchise agreements. Franchise tax revenue comprises about 6% of the General Fund, Economic Development Fund, and E911 Fund revenue budget. Franchise tax collections are 5.27% above the revenue target and 3.45% below the collections to date in FY 2018.

Month	FY 2018	FY 2019	FY 2019 Seasonal Budget	% Variance to Budget	% Variance YTD to Previous FY
July	\$ -	\$ -	\$ -	0.00%	0.00%
Aug	81,148	81,431	68,307	19.21%	0.35%
Sept	161,392	160,277	153,658	4.31%	-0.69%
Oct	273,985	264,546	251,290	5.27%	-3.45%
Nov	427,543				
Dec	520,790				
Jan	753,081				
Feb	928,119				
March	1,029,647				
April	1,270,185				
May	1,429,377				
June	1,673,087				



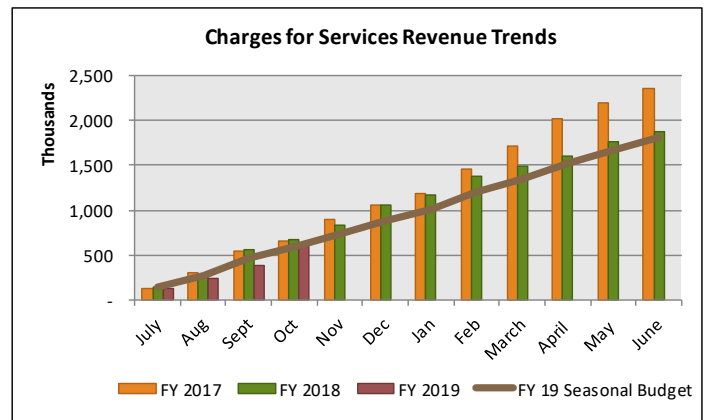
CHARGES FOR SERVICE

General Fund charges for services comprise about 7% of the revenue budget for the General Fund, Economic Development Fund, and E911 Fund. Code Administration (building permits, plan review fees, and misc. licenses) generates the largest portion of charges for service revenue, followed by recreation, and mosquito control fees.



To date, charges for services revenue is 10.37% below the prior year revenue to date and 2.07% above the revenue target. The variance from the prior year and from the budget target are due to the cyclical nature of plan review fees and building permits.

Month	FY 2018	FY 2019	FY 2019 Seasonal Budget	% Variance to Budget	% Variance YTD to Previous FY
July	\$ 149,072	\$ 123,161	\$ 149,642	-17.70%	-17.38%
Aug	257,120	245,296	266,299	-7.89%	-4.60%
Sept	553,840	384,473	463,219	-17.00%	-30.58%
Oct	670,757	601,233	589,039	2.07%	-10.37%
Nov	827,616				
Dec	1,050,121				
Jan	1,167,805				
Feb	1,371,118				
March	1,485,256				
April	1,595,278				
May	1,759,685				
June	1,877,239				



City of Laramie Monthly Financial Report

Recreation Center Fund
October 31, 2018

This statement shows activity for the Recreation Center Fund, which is a special revenue fund that accounts for activity resulting from the Recreation Center operation.

Revenues:	Annual Actual FY18	Annual Budget FY19	October FY 19 MTD Actuals	October FY 19 YTD Actuals	% of Annual Budget
Recreation Mill Board	\$205,000	\$260,500	-	-	-
Substance Abuse Grant	-	-	-	-	-
SLIB Grant Revenue	-	-	-	-	-
Recreation Scholarships	-	-	-	-	-
General Contributions	1,347	1,100	-	-	-
Aquatic Fees	44,710	37,000	1,939	9,817	26.53
Rentals	34,090	35,000	1,582	9,716	27.76
Concession Sales	19,803	22,000	803	8,113	36.88
Programs	22,858	25,000	512	2,982	11.93
POS Merchandise	7,808	9,000	624	2,776	30.84
Admissions	883,290	800,000	59,538	267,349	33.42
Child Care	1,120	2,000	88	319	15.95
SACC Fees	125,444	105,000	7,956	25,608	24.39
Miscellaneous	4,839	2,000	-	471	23.55
Interest	-	-	-	-	-
Investment Gains (Losses)	-	-	-	-	-
Recreation Endowment	5,333	10,000	-	(80)	-0.80
Total Outside Revenues	1,355,642	1,308,600	73,042	327,071	24.99%
Interfund Transfers In - Capital	52,442	-	-	-	-
Interfund Transfers In - Operating	211,645	400,000	33,333	133,333	33.33
Total Revenues:	1,619,729	1,708,600	106,375	460,404	26.95%
Expenditures:					
Personnel Services	1,197,728	1,211,163	106,301	450,321	37.18
Contractual Services	399,465	399,708	29,245	121,497	30.40
Community Support	-	-	-	-	-
Materials and Supplies	156,906	155,149	7,479	35,069	22.60
Capital Expenditures	103,179	318,765	27,950	72,316	22.69
Transfers Out:	-	-	-	-	-
Capital Lease and Debt Service	28,998	28,997	-	-	-
Total Expenditures:	1,886,276	2,113,782	170,975	679,203	32.13%
Revenues Over (Under) Expenditures	(\$266,547)	(\$405,182)	(\$64,600)	(\$218,799)	

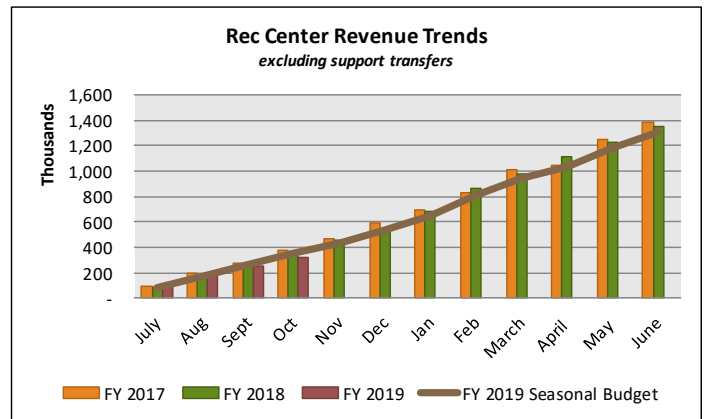
Revenue – Recreation Center Fund

Revenue in the Recreation Center Fund comes primarily from admissions and other user fees. Revenue sources also include Albany County Recreation Board mill funding and the General Fund support transfer. For FY 2019, the support transfer totals 23% of budgeted revenue. The annual cost recovery rate (externally generated revenue divided by operating expenditures) for FY 2018 was approximately 72%.

Total Outside Revenue to Date (excludes support transfer)

The Recreation Center’s total externally generated revenue is down 10.98% compared to the prior year and is 7.32% below the revenue budget target. Most operating revenue categories have decreased; admissions revenue is described below.

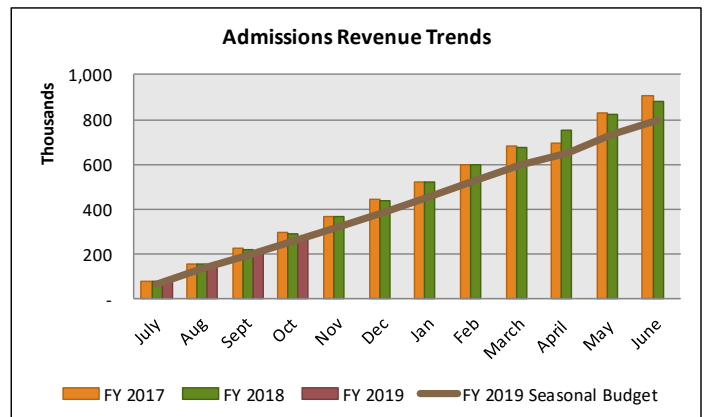
Month	FY 2018	FY 2019	FY 2019 Seasonal Budget	% Variance to Budget	% Variance YTD to Previous FY
July	\$ 85,916	\$ 93,965	\$ 84,316	11.44%	9.37%
Aug	185,424	183,692	178,340	3.00%	-0.93%
Sept	272,756	254,028	263,293	-3.52%	-6.87%
Oct	367,421	327,071	352,907	-7.32%	-10.98%
Nov	456,373				
Dec	546,018				
Jan	683,429				
Feb	859,447				
March	977,483				
April	1,118,033				
May	1,221,684				
June	1,355,752				



ADMISSIONS REVENUE

Admissions revenue is 61% of the externally generated revenue budget. Admissions revenue is down 8.51% compared to the prior year and is 3.87% above the revenue budget target.

Month	FY 2018	FY 2019	FY 2019 Seasonal Budget	% Variance to Budget	% Variance YTD to Previous FY
July	\$ 79,305	\$ 79,512	\$ 70,108	13.41%	0.26%
Aug	156,599	149,924	135,515	10.63%	-4.26%
Sept	221,308	207,810	195,724	6.18%	-6.10%
Oct	292,202	267,349	257,397	3.87%	-8.51%
Nov	365,334				
Dec	438,664				
Jan	522,306				
Feb	601,307				
March	677,176				
April	750,865				
May	821,827				
June	883,289				

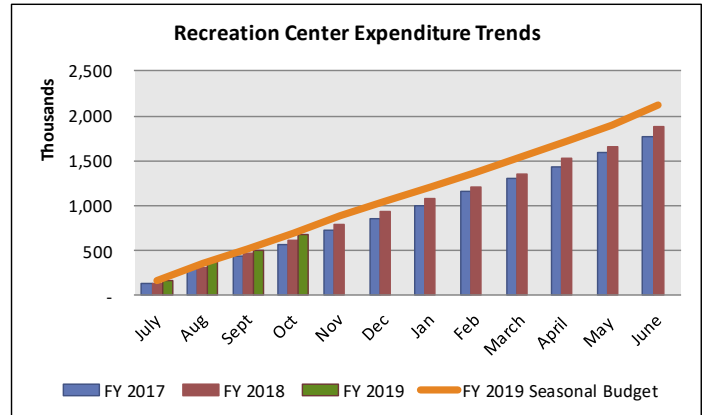


Expenditures – Recreation Center Fund

Total Expenditures to Date

Total expenditures for the Recreation Center are 10.02% above the prior year’s totals to date, due to capital expenditures, but are 2.81% below the seasonal budget target.

Month	FY 2018	FY 2019	FY 19 Seasonal Budget	% Variance to Budget	% Variance YTD to Previous FY
July	\$ 140,032	\$ 164,996	\$ 161,751	2.01%	17.83%
Aug	317,760	381,872	351,941	8.50%	20.18%
Sept	470,980	508,229	525,990	-3.38%	7.91%
Oct	617,319	679,203	698,859	-2.81%	10.02%
Nov	786,888				
Dec	939,111				
Jan	1,073,137				
Feb	1,204,283				
March	1,344,661				
April	1,524,089				
May	1,652,282				
June	1,875,828				



2018 PARKS AND RECREATION MASTER FEE SCHEDULE

LARAMIE COMMUNITY RECREATION CENTER--Effective June 4, 2018

	QUALIFIER	CURRENT FEE	NOTES (informational only not set by policy)
SACC	Cal 1-Weekly	\$75/\$80	Fee pd before 5th of month/fee paid after 5th of the month**Those qualifying for DFS Subsidy are exempt from this schedule. We will accept DFS Payment for services
	Cal 1-Daily	\$16/\$18	
	Cal 2-Weekly	\$42/\$46	
	Cal 2-Daily	\$9/\$10	
	Cal 3-Weekly	\$26/\$30	
	Cal 3-Daily	\$5.50/\$6.25	
	Re-schedule fee	\$20.00	Fee to re-schedule after beginning of semester-2 week notice required.
Summer Clubs	1/2 day Cal 1	\$65.00	7:30-12:30/12:30-5:30
	1/2 day Cal 2	\$50.00	
	1/2 day Cal 3	\$35.00	
	Full day Cal 1	\$125.00	7:30am - 5:30pm
	Full day Cal 2	\$100.00	
	Full day Cal 3	\$75.00	

2018/19 SACC sliding family income scale

<i>Family Size</i>	Calendar 3	Calendar 2	Calendar 1
2	≤ \$3,983	\$3,984 to \$4,778	≥ \$4,779
3	≤ \$5,022	\$5,023 to \$6,025	≥ \$6,026
4	≤ \$6,063	\$6,064 to \$7,275	≥ \$7,276
5	≤ \$7,103	\$7,104 to \$8,522	≥ \$8,523
6	≤ \$8,142	\$8,143 to \$9,769	≥ \$9,770
7	≤ \$9,183	\$9,184 to \$11,019	≥ \$11,020
8	≤ \$10,223	\$10,224 to \$12,266	≥ \$12,267