

**CITY OF LARAMIE  
PARKS, TREE & RECREATION ADVISORY BOARD  
September 9, 2015  
Minutes of Meeting**

**MEMBERS PRESENT:** Chris Dixon, Marius Favret, Larry Foianini, Phyllis Herdendorf, Steve Ropp, Jacque Stonum, Dave Hammond

**MEMBERS NOT PRESENT:** Jamie Le Jambre, Amy Williamson

**COUNCIL LIASON:** Paul Weaver

**GUESTS:** Jon Madsen, Virginia Madsen, Trey Sherwood, Sylvia Bagdonas, Frances Fryberger, Helen Coates, Susan Moldenhauer

**CITY OF LARAMIE STAFF PRESENT:** Paul Harrison, Parks & Recreation Director; Jodi Guerin, Recreation Manager; David Schott, Parks Manager; Keith Wardlaw, Parks Crew Supervisor, Derek Teini, Senior Planner; Inez Wildenborg, Administrative Assistant

The regular meeting was called to order by Madam Chair Jacque Stonum at 6:42 pm. Motion by Hammond, second by Foianini to approve the Consent Agenda be approved as indicated within the staff reports. Motion carried 7-0

**Consent Agenda:**

1. To approve the minutes from the August 12, 2015 regular meeting of the Parks, Tree and Recreation Advisory Board.
2. To acknowledge receipt of the August 2015 Recreation Center membership reports.
3. To acknowledge receipt of the Recreation Center annual maintenance down week staff report.
4. To acknowledge receipt of the Recreation Center and Ice & Event Center cost recovery analysis.
5. To acknowledge receipt of the staff report on Freedom Has a Birthday 2015.
6. To approve the Adopt A Trail along the Greenbelt Park Agreement between the City of Laramie and the Kiwanis Builders Club for general cleanup of one-quarter mile section along the Laramie River Greenbelt.
7. To approve the Adopt A Trail along the Greenbelt Park Agreement between the City of Laramie and the Kiwanis K Club for general cleanup of one-quarter mile section along the Laramie River Greenbelt.
8. To accept the donation of a bench, tree, and an ADA compliant concrete pathway and pad valued at \$4,240 from the friends of Donna Emery and the Advantage Real Estate group to be constructed in Washington Park.

**Regular Agenda:**

**1. Consideration and discussion of the concerns regarding the Mosquito Control program and pesticide use.**

Schott presented the brief background information on the mosquito control program. Schott explained that the pesticide that was used in the aerial application of July 12, 2015 was not detected in any of the dead bees, according to the report from the Wyoming Department of Agriculture.

Ropp asked if the city staff had previously requested direction from the Council on this issue. Schott responded that the city staff had done so previously in 2011. Favret asked if the direction from council for the type and use of pesticides was budget driven. Schott responded that budget was a significant factor in the direction given from council. Weaver questioned if the city staff think there are alternatives that should be explored further. Harrison noted that there are a number of alternatives for further consideration.

Helen Coates stated that there are a number of environmental effects caused by using pesticides, including Dibrom. Sylvia Bagdonas read a letter stating that pesticides used in spraying and fogging are harmful to the public as well as the environment. John Madsen spoke about consequences of pesticide use and costs to public health. Fryberger suggested that the city consider a pilot program with no pesticide use in specific areas for evaluating their impacts on the environment.

Dixon stated that proof of what pesticides are harming the environment must be determined and discussed further. Harrison stated that monetary cost is only half of the equation; and that all factors must be looked at and explored further. Harrison presented at least 4 options for further consideration and discussion: do nothing, no change to the program; same program with more environmentally friendly pesticides; Increase the larval control program while reducing the aerial adulticide program along with using more environmentally friendly pesticides; Increasing the larval control program while eliminating the aerial adulticide program.

At the conclusion of the discussion, the Board directed the city staff to explore all various options presented for further consideration at a future Board meeting.

## **2. Consideration of the proposal from the Laramie Main Street Alliance for a temporary public art display on the Historic Snow Train in Depot Park.**

Schott presented a brief staff report on this request and introduced Susan Moldenhouer and Trey Sherwood from the UW Art Museum and the Laramie Main Street Alliance. Susan and Trey have partnered for a temporary public art sculpture installation in Depot Park titled "Love Motel for Insects" at the Historic Snow Train at Depot Park by Brandon Ballengee. It was noted that as this item was presented for consideration after the Board packet was prepared, the staff have not yet had the opportunity to research and prepare a staff recommendation.

At the conclusion of the discussion, the Board supported the proposal from the Laramie Main Street Alliance and asked city staff to prepare a staff recommendation for consideration at a future Board meeting.

## **3. Consideration of Resolution 2015-AB14 designating October 10, 2015 as Community Service Day in Laramie.**

Motion by Hammond, second by Favret, to approve Resolution 2015-AB14 designating October 10, 2015 as Community Service Day in Laramie. The staff report and recommendation was presented by Parks Manager David Schott. Motion carried 7-0

## **4. Consideration of Resolution 2015-AB16 supporting the submission of a proposal to host the 2017/18 Wyoming Senior Summer Olympic Games.**

Motion by Herdendorf, second by Dixon, to approve Resolution 2015-AB16 supporting the submission of a proposal to host the 2017/18 Wyoming Senior Summer Olympic Games. The staff report and recommendation was presented by Recreation Manager Jodi Guerin. Motion carried 7-0

## **5. Consideration of Resolution 2015-AB17 authorizing the co-sponsorship of the Friends of Community Recreation Zombie Run on October 31, 2015**

Motion by Foianini, second by Dixon, to approve Resolution 2015-AB17 authorizing the co-sponsorship of the Friends of Community Recreation Zombie Run on October 31, 2015. The staff report and recommendation was presented by Recreation Manager Jodi Guerin. Motion carried 7-0

## **6. Consideration of the Memorandum of Understanding between the City of Laramie and the Shock & Rage Youth Basketball program for the 2015 basketball season.**

Motion by Hammond, second by Foianini, to approve Memorandum of Understanding between the City of Laramie and the Shock & Rage Youth Basketball program for the 2015 basketball season. The staff report and recommendation was presented by Recreation Manager Jodi Guerin. Motion carried 7-0

### **Staff Reports FYI:**

- Schott presented Parks Division Staff updates to the Board.

- Guerin presented the Recreation Division staff report to the Board.

**New Business:**

- Harrison informed the Board again that he has tendered his retirement letter to the City Manager and that he will be asking for representatives from the Advisory Board to volunteer to assist with the national search and recruitment for a new Parks and Recreation Director.
- Harrison presented an update to the Board on the draft Parks and Recreation Master Plan, noting that the draft plan has been remanded back to the Ad Hoc Advisory Committee for further revisions. If the Ad Hoc Committee revises the Master Plan, the approval process will start again.
- Harrison updated the Board on the Youth Sports Complex Steering Committee initiated by the Albany County Attorney's office, and that a Board member may be requested to serve on the Steering Committee.
- Harrison updated the Board on the RFQs for the Cirrus Sky Technology Park Trail designs, requesting if a Board member would like to sit on the review committee to evaluate the submittal qualifications.

**Public Comments:**

None

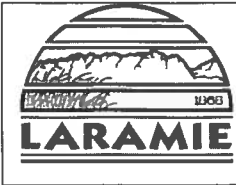
Meeting adjourned at 8:54 pm.

Respectfully Submitted,



Inez Wildenborg  
Administrative Assistant  
Parks and Recreation, City of Laramie

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING October 14, 2015**



**Agenda Item:** Recreation

Discussion Item

**Title:** Festival of the Arts Report

**Recommended Board MOTION:**

NA

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**Administrative or Policy Goal:**

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

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**Background:**

As part of regular activities, Parks and Recreation staff developed a volunteer committee for the Laramie Festival of the Arts and worked with them to organize and run the event. As you will see in the attached review, the 2015 event was well received by the community and staff are already working on the details of next year's event.

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**Legal/Statutory Authority:** N/A

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**BUDGET/FISCAL INFORMATION:**

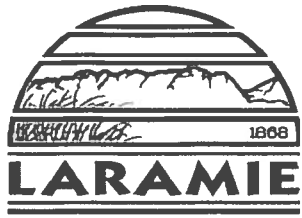
NA

**Responsible Staff:**

Jodi Guerin, Recreation Manager, 721-5259, [jguerin@cityoflaramie.org](mailto:jguerin@cityoflaramie.org)

**Attachments:**

Report



**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

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Date: October 5, 2015

To: Parks & Recreation Advisory Board  
From: Cindy R. Stoffers, Recreation Program Coordinator

Re: Laramie Festival of the Arts

The 1<sup>st</sup> Annual Laramie Festival of the Arts, was held on Friday, August 28, and Saturday, August 29, 2015, at Depot Park, coinciding with the Downtown Laramie Farmers Market, the Hits 106 Classic Car Show, and the first weekend back for UW students.

Planning for this event began last fall, with Recreation staff leading a committee made up of volunteers representing various businesses, organizations, and individuals within the Laramie and UW community.

The planning committee was made up of Cindy Stoffers (Recreation Program Coordinator), Trey Sherwood (Laramie Mainstreet Alliance), Chuck Egnaczak (ART Sales Marketing), Debbie Coleman (local artist), Gayle Wilson (Thin Air Studios), Katie Christensen (UW Art Museum), Laura & Tom Gaddis (Little Grey Bird Enterprises), Natalia Johnson (Abundance Creative Arts), Tara Collier (Works of Wyoming), and Charlie McClain, Claire Mooney, and Jenny McCullough (community members).

During the actual event, the Parks, Recreation, Mosquito, and Facilities Divisions provided FTE and provisional services and support.

The Festival was a success with incredible weather providing the back drop for 31 artists' displaying their work in a diverse array of mediums. Laramie, Cheyenne, and Rock Springs artists were present. Nineteen performing artists entertained with live music in a busker-style on two stages. Genres were as varied as Indie folk, modern tap, classical and jazz, piano, Irish jig, and belly dancing, to name just a few. Abundance Creative Arts hosted a children's activity tent throughout the entire two days with the SACC program providing the support of staff trained in working with youth. Two food vendors sold meals and drinks to exhibitors and festival-goers.

First Interstate Bank sponsored a juried art show with \$500 in cash prizes awarded to three artists chosen by a panel of judges, based on quality of workmanship, originality, and artistic expression. Big Hollow Food Coop sponsored the hospitality suite, providing free snacks and drinks to all of the performing artists and festival volunteers.

Once survey results are back from the exhibitors and compiled, the planning committee will re-convene to discuss suggestions for change, and begin planning for next year's Festival.

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING October 14, 2015**



**Agenda Item:** Recreation

Discussion Item

**Title:** Dog Days Memo

**Recommended Board MOTION:**

NA

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**Administrative or Policy Goal:**

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

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**Background:**

As part of regular activities, Parks and Recreation staff provide organizational and event support for the annual Dog Days in the Parks and Dog Days in the Pool events. As you will see in the attached review, the 2015 event was well received by the community and staff are already working on the details of next year's event.

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**Legal/Statutory Authority:** N/A

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**BUDGET/FISCAL INFORMATION:**

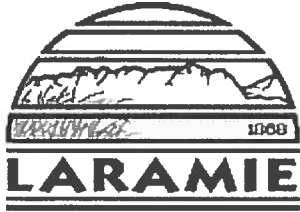
NA

**Responsible Staff:**

Jodi Guerin, Recreation Manager, 721-5259, [jguerin@cityoflaramie.org](mailto:jguerin@cityoflaramie.org)

**Attachments:**

Report



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

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

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To: Jodi Guerin, Recreation Manager  
Re: Dog Day at the Park and Dog Day at the pool  
Date: September 29<sup>th</sup>, 2015

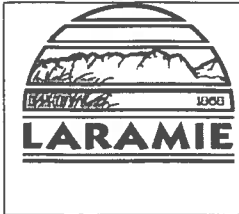
### **Dog Day at the Park**

Dog Day at the Park was held on August 30<sup>th</sup> at the Washington Park wading pool. Ryan Meister was the guard on duty for this event. Ryan arrived at 11:00 am to meet with the Animal Shelter and Black Dog Rescue volunteers. During the event that lasted until 4:00 pm, Ryan said he had 75 dogs show up to enjoy their day at the pool.

### **Dog Day at the Pool**

Dog Day at the ODL pool was held on September 7<sup>th</sup> at the Rec Center. Members dogs were charged \$3.00 to enter with non member dogs being charged \$4.00. There were 31 members dogs and 62 non members dogs that came in to enjoy their special day at the pool. The gates opened at 12:00 pm and with a sad sniff of the cold noses, ended at 4:00 pm.

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING October 14, 2015**



**Agenda Item:** Recreation

Agreement

**Title:** Facility Use Agreement between the City of Laramie and the Laramie Physicians for Women and Children, PC

**Recommended Board MOTION:**

I move to approve the Facility Use Agreement between the City of Laramie and the Laramie Physicians for Women and Children, PC, providing pre-natal exercise classes for their clients once a week for a fee of \$200 per month through December 31, 2016.

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**Administrative or Policy Goal:**

The Parks, Tree, and Recreation Advisory Board will review and provide recommendations to City Council on fees and policies for the Recreation Center and Ice and Event Center based on the operating pro-forma.

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**Background:**

In the summer of 2013 an instructor from the Laramie Physicians for Women and Children, PC approached the City Recreation Division with a request to consider finding a way to offer a pre-natal exercise class to their clients at the Laramie Community Recreation Center.

The clinic has previously paid an instructor to teach classes at a location that provided donated space. Although they liked offering the class, the space was limiting and not as up to date as their clients would have preferred. Through discussions with the clinic, we determined that a trial class would be appropriate. The arrangement went well, and the original agreement was extended through 2015 and is now presented for renewal.

The agreement before you is a Facility Use Agreement between the Laramie Physicians for Women and Children and the City of Laramie, allowing for the utilization of the fitness room or an area of the pool with one of the City's fitness instructors for a weekly, one hour class. The total cost for instruction and space would be approximately \$200 if billed separately, so a rate of \$200 per month was established for the original contract and is recommended for this current one as well. If this class exceeds 30 students, we will revisit the agreement and consider expanding the offering and revisiting the price.

Additionally, if it appears that there is sufficient demand, we may develop a class in our course listing for individuals who are not clients of LPWC or for those clients who have had their children and are no longer covered under their program.

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**Legal/Statutory Authority:**

N/A

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**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$800.00	Payment for four months at \$200/month
Grants for Projects		
Loans on Project		
Other		
Total	\$800.00	

**EXPENSE**

Proposed Project Cost.

Project Budget	Amount	Funds
Labor Cost	\$460.00	Cost of instructor and training
Overhead	\$320.00	
Total Amount	\$780.00	

**Responsible Staff:**Jodi Guerin, Recreation Manager, 721-5259, [jguerin@cityoflaramie.org](mailto:jguerin@cityoflaramie.org)**Attachments:**

Agreement

**FACILITY USE AGREEMENT  
BETWEEN  
THE CITY OF LARAMIE, WYOMING  
AND  
THE LARAMIE PHYSICIANS FOR WOMEN AND CHILDREN, PC**

1. **Parties.** This Agreement is made and entered into this \_\_\_ day of October, 2015 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Ivinson Street, Laramie Wyoming 82073 and The Laramie Physicians for Women and Children, PC (hereinafter referred to as “Contractor”).

2. **Purpose of Contract.** The purpose of this Contract is to permit Contractor to offer pre-natal exercise classes to his/her clients utilizing the facilities and fitness staff of the City’s Recreation Center. With regard to its use, Contractor will fully cooperate with the Center employees and other users of the Center’s facilities. Payment under this contract is for four one hour classes, the days and times of such uses shall be scheduled by mutual agreement of the Manager of the City Recreation Center and Contractor.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. No services shall be performed prior to the contract effective date. The term of the Contract is from the date of execution through December 31, 2016, unless otherwise terminated or extended as outlined herein.

4. **Payment.** Contractor agrees to pay City a monthly fee of two hundred dollars (\$200.00). This fee will cover the cost of renting the fitness room or using the pools, and trained staff to offer pre-natal fitness classes to Contractor’s clients. City shall submit monthly invoices to Contractor for payment. Contractor agrees to pay City upon signing of this Agreement, the first monthly access fee and thereafter, the payment of the monthly access fee and client usage fees paid within thirty (30) days of receiving the monthly invoice from City.

5. **Responsibilities of Contractor.**

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

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

C. Contractor may offer exercise classes to only his/her clients while these classes are offered at the Recreation Center. If by mutual agreement it is determined that demand for this class is in excess of thirty (30) individuals, additional classes may be scheduled, or the City may make the class available to the general public through a contract modification.

**6. Responsibilities of City.**

A. City agrees to provide an instructor with training that is mutually agreed to be appropriate for pre-natal exercise to teach the class, and access for class attendees to the City Recreation Center upon payment as outlined in Paragraph 4 herein.

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

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

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

**7. Special Provisions.**

A. **Monitor Activities.** City shall have the right to monitor all activities related to this Contract, including activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time.

B. **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify City as a sponsoring agency and shall not be released without prior written approval from City.

**8. General Provisions.**

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

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

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

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

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

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

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

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

I. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless City against all loss and damage to person or property, to the extent arising from the negligence of

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

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

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

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

**M. Liaison and Notice** City's Designated Representatives and Contractor.

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

(ii) The Contractor representative is, Amy Shoales, Laramie Physicians for Women Practice Manager, telephone number: (307) 745-8991 and facsimile: (307) 745-8167, Address: 2710 E. Harney St., Suite 100, Laramie, WY 82072.

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

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

FACILITY USE AGREEMENT BETWEEN  
THE CITY OF LARAMIE, WYOMING  
AND  
LARAMIE PHYSICANS FOR WOMEN, PC

(i). **Workers' Compensation and Employers Liability Insurance:**

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

(ii). **Commercial General Liability Insurance.** The Contractor shall

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

(iii). **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.

(iv). **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.

(v). **City's Right to Reject.** 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.

(vi). **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. Use of Work Product.** City further agrees not to use or permit any other

person to use equipment or other work products or materials prepared by or owned by the Contractor,

which will remain at the Laramie Community Recreation Center.

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

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

**R. Termination of Contract.**

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

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

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

**T. Patent or Copyright Protection.** Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Contractor or its subContractors will violate any such restriction.

**U. Extension.** If by mutual agreement it is determined that there is sufficient demand and interest on the part of both parties, this contract may be extended for up to a year and shall reflect all terms and conditions present in the original contract unless explicitly delineated in the exception.

**V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and

either party may attempt to renegotiate the terms affected by the severance.

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

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

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

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

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

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

**CITY OF LARAMIE, WYOMING:**

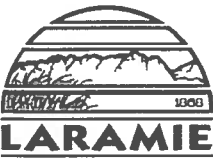
By: \_\_\_\_\_  
Janine Jordan  
Laramie City Manager

**CONTRACTOR:**  
Laramie Physicians for Women

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

Title \_\_\_\_\_

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING October 14, 2015**

	<b>Agenda Item:</b> Recreation	Agreement
<b>Title:</b> Consideration of the loan agreements between the City of Laramie and the University of Wyoming Art Museum for the two sculptures, Robert Russin’s “First Steps” and John Kearney’s “Alligator”.		

**Recommended Board MOTION:**

I move to approve the loan agreements between the City of Laramie and the University of Wyoming Art Museum for the two sculptures, Robert Russin’s “First Steps” located in Undine Park and John Kearney’s “Alligator” located at the City Annex building and forward the recommendation to Council for their consideration.

**Administrative or Policy Goal:**

4. The board will review annually and provide recommendations on fees and policies.

**Background:**

With the Sculpture: “A Wyoming Invitational” public art initiative in 2009 by the University of Wyoming Art Museum, approximately seventeen sculpture pieces were placed on the UW campus with four of the sculptures being located in city property within the community. The “A Wyoming Invitational” public art initiative was scheduled for a two year period and many of the sculpture exhibits were extended for another one year period.

With that being the case, the majority of the sculptures have already been de-commissioned and removed. The city staff requested to retain the Russin sculpture and the Kearney sculpture as these pieces are owned by the Art Museum and not the artists. The University of Wyoming Art Museum agreed to extend the loan on the Russin sculpture and the Kearney Sculpture until September of 2013 and now again until September 6, 2017., at which time they may be de-commissioned and removed with the cost of removal covered by the City.

It should be noted that the Robert Russin “First Steps” sculpture is in poor condition and may be requested to be de-commissioned and removed early for conservation of the sculpture.

**Legal/Statutory Authority:**

N/A

**BUDGET/FISCAL INFORMATION:**

**EXPENSE**

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$200.00	Estimated cost for wall to wall property insurance
Project Cost	\$800.00	Estimated cost for de-commissioning and removal
Grants for Project		
Other/Outside Projects		
City's Amount		
Contingency	0%	\$0.00
Total Amount	\$200.00	

**Responsible Staff:**

Paul Harrison, Parks & Recreation Director 721-5260

Attachments:

\_\_\_\_\_ City Manager \_\_\_\_\_ City Attorney \_\_\_\_\_ **Parks & Recreation**



# UNIVERSITY OF WYOMING

RECEIVED SEP. 25 2015

Art Museum  
Dept. 3807, 1000 E. University Ave., Laramie, WY 82071  
307.766.6622 • fax 307.766.3520  
[www.uwyo.edu/artmuseum](http://www.uwyo.edu/artmuseum)



Paul Harrison  
City of Laramie  
PO Box C  
Laramie, WY 82073  
307-721-5260

September 18, 2015

Dear Paul,

Please find enclosed the renewed loan agreement for both of the sculptures currently on exhibit within the City of Laramie. Please note the condition for the sculpture in Undine Park (Robert Russin's *First Steps*) still has some condition issues that we will be addressing in the future; it may need to be removed if conservation is necessary.

Please sign and date all copies where I've indicated, and return them to me. I will have them countersigned on campus and send a final version to you.

Thank you and I look forward to working with you.

Best,

Sarah Gadd  
Registrar

# UNIVERSITY OF WYOMING

RECEIVED SEP 25 2015

## Outgoing Loan Agreement

Date September 18, 2015

The following object(s) is/are lent by the University of Wyoming to:

Institution: City of Laramie

Street: PO Box C

City: Laramie

State: WY

Zip: 82073

Contact person: Paul Harrison

Telephone: 307-721-5260

for the purpose of: Exhibition at the corner of Grand and 4<sup>th</sup> St., Laramie, WY

from: September 6, 2012

to: September 6, 2017

Under the conditions attached to this document.

To be insured:  Wall to wall by City of Laramie

on location and during exhibition by: City of Laramie

Approved by X \_\_\_\_\_  
Borrower

Date \_\_\_\_\_

Recommended by \_\_\_\_\_  
Director, UW Art Museum

Date \_\_\_\_\_

Approved by \_\_\_\_\_  
UW Purchasing Manager

Date \_\_\_\_\_

<u>Art Museum Accession No.</u>	<u>Description (artist, title, medium, date, size)</u>	<u>Condition</u>	<u>Insurable Value</u>
1974.3	John Kearney, <i>Alligator</i>	Excellent	\$45,000.00

Please sign and return one original to the University of Wyoming Art Museum.



Art Museum

Box 3807 • 1000 E. University Ave. • Laramie, WY 82071-3807  
(307) 766-6622 • fax (307) 766-3520  
uwartmus@uwyo.edu • www.uwyo.edu/artmuseum

**Return Receipt.** The above item(s) has(have) been returned in the same condition as it was(they were) loaned by the University Art Museum and is(are) accepted thereby releasing \_\_\_\_\_ of any liability.

By \_\_\_\_\_ Date \_\_\_\_\_  
UW Art Museum

### CONDITIONS GOVERNING OUTGOING LOANS

All loans of objects from the collections of the University of Wyoming (hereinafter the "University") are made subject to the borrower's agreement to the following conditions.

#### Care and Handling

1. Each object is received in good condition unless otherwise noted and shall remain in the condition in which it is received.
2. No object shall be unframed, removed from mats, mounts or bases, cleaned, repaired, retouched, or altered in anyway whatsoever except with the express written permission of the University.
3. The University numbers or tags must not be removed. Borrower's loan numbers should be careful placed (with non-permanent materials) so as not to damage or alter the object in any way. Exhibition stickers for paintings may be placed on back of frame.
4. Each object shall at all times be given special care to insure it against loss, damage, or deterioration, and when necessary a suitable case shall be provided for exhibition and protection. The borrower shall provide suitable protection against theft, fire, and damage from any cause whatsoever at all times. Should loss, damage, or deterioration be noted, whether in transit or on the borrower's premises and regardless of who may be responsible therefore, the University shall be informed immediately and in detail. Should damage occur in transit, all packing material should be saved for inspection.
5. Unless special permission is granted in writing for outdoor exhibition, objects shall be protected at all times against direct sunlight, rain, excessive humidity and excessively dry conditions. In addition, all watercolors, drawings, prints, fabrics and photographs shall be properly protected from the damage of fading by exposure to direct sunlight and strong artificial light, fluorescent light or proximity to heat sources.
6. No foreign materials (i.e. pins, nails, etc.,) are to be used to fasten an object for exhibition purposes. When in doubt, consult the University Art Museum.
7. The University will decide on the method of packing and shipping to and from the borrower. Objects should be returned carefully packed in the same manner as received and by a competent carrier of the University's choice. The University reserves the right to give binding instructions to borrowers as to these matters.
8. No food is to be allowed in the gallery without the express, written consent of the Owner; copies should be submitted to the University.
9. Light levels in the galleries should be adjusted to the following footcandles for the duration of the exhibition: 25 – 30 footcandles for painting, 5 – 10 footcandles for works on paper.

#### Costs

All handling, packing, transportation and insurance costs incurred during the loan are to be paid by the Borrowing institution, unless otherwise agreed upon in writing.

#### Insurance

Each object shall be insured at the borrower's expenses, unless otherwise agreed upon, for the benefit of the University against all risks of physical loss or damage from any external cause while in transit and on location during the period of the loan. Insurance should identify the University Art Museum as beneficiary. Required insurance shall be arranged by either the borrower or the University and agreed to by the University before any objects covered by this receipt may be removed from the University Art Museum. If insured by the borrower, unless otherwise agreed upon, the objects shall be covered "wall to wall" by the amount indicated as Insurable Value on the reverse, which amount shall be considered the actual value (whether market, intrinsic, or otherwise) of said object for all purposes. The insurance shall cover all risks from the time the object leaves the University Art Museum and until it is returned, and shall guarantee payment of claims, for depreciation as well as restoration and related costs, in United States currency. The borrower shall supply, before shipment, a certificate of insurance in conformation with the foregoing terms. The certificate shall be sent to:

Director of Risk Management  
University Of Wyoming  
Dept. 3413  
1000 E. University Ave.  
Laramie, WY 82071

*With copy to*

Museum Registrar  
UW Art Museum  
Dept. 3807  
1000 E. University Ave.  
Laramie, WY 82071

#### **Loan Period**

If an extension of time is desired on this loan, application must be made in writing a reasonable time before the end of the period noted. Extensions, if granted, must be noted on this receipt and subject to the same terms as the original agreement unless agreed upon in writing.

#### **Photography and Technical Examination**

The borrower may photograph the objects only for record and publicity purposes. Photographs required for an exhibition catalog will be supplied by the University Art Museum under its Reproduction Rights Policy. Matted and framed objects must not be removed from their frames for photography. Except for detail views, all reproductions for any purpose shall show an unobstructed view of the entire object without cropping or bleeding. If a detail is reproduced, this fact shall be clearly indicated in the caption. No reproduction of any kind may be tinted or otherwise distorted. Borrower may not reproduce such objects in any medium (including photographs) for purpose of sale, nor may such objects be subjected to technical examination of any type whatsoever without the written consent of the Owner; a copy should be submitted to the University.

#### **Acknowledgement of Loan**

All didactic information and promotional material should acknowledge the loan of the exhibition from the Owner and the University as follow: "On loan from Sherry Nicholas and the Sherry Nicholas Collection, University of Wyoming Art Museum."

#### **Miscellaneous**

1. Information about the object used for catalogs, labels or for any other purpose shall conform to the catalog data furnished by the University Art Museum and shall always include a credit line to the University of Wyoming Art Museum, giving the name of the donor or purchase fund when specified.
2. Regarding borrowed objects, in the case of any applicable common-law or statutory copyright, the borrower agrees that ownership of such copyright is reserved to the University, that it will make no reproduction or other use of the copyrighted object, which will or might impair such copyright, and that it will assign to the University the copyright of any reproduction.
3. Access to the exhibition shall not be denied to anyone on the basis of race, color, sex, national origin or disability.
4. The University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
5. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
6. The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.



# UNIVERSITY OF WYOMING

RECEIVED SEP 25 2015

## Art Museum

Dept. 3807, 1000 E. University Ave., Laramie, WY 82071

307.766.6622 • fax 307.766.3520 • uwartmus@uwyo.edu

www.uwyo.edu/artmuseum • www.uwyoartmuseum.org • www.facebook.com/uwyoartmuseum



## Outgoing Loan Agreement

Date September 18, 2015

The following object(s) is/are lent by the University of Wyoming to:

Institution: City of Laramie

Street: PO Box C

City: Laramie

State: WY

Zip: 82073

Contact person: Paul Harrison

Telephone: 307-721-5260

for the purpose of: Exhibition in Undine Park, Laramie, WY

from: September 6, 2015

to: September 6, 2017

Under the conditions attached to this document.

To be insured:  Wall to wall by City of Laramie  
 on location and during exhibition by: City of Laramie

Approved by: X \_\_\_\_\_  
Borrower

Date \_\_\_\_\_

Recommended by \_\_\_\_\_  
Director, UW Art Museum

Date \_\_\_\_\_

Approved by \_\_\_\_\_  
UW Purchasing Manager

Date \_\_\_\_\_

Art Museum  
Accession No.

Description (artist, title, medium, date, size)

Condition

Insurable Value

1991.23

Robert Russin, *First Steps*

Poor

\$75,000.00

CONDITION OF LOAN: This piece is subject to conservation work. The loan may be terminated and the item removed from loan if offsite conservation is required.

Please sign and return the original copy to the University of Wyoming Art Museum.

## CONDITIONS GOVERNING OUTGOING LOANS

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3. The University numbers or tags must not be removed. Borrower's loan numbers should be careful placed (with non-permanent materials) so as not to damage or alter the object in any way. Exhibition stickers for paintings may be placed on back of frame.
4. Each object shall at all times be given special care to insure it against loss, damage, or deterioration, and when necessary a suitable case shall be provided for exhibition and protection. The borrower shall provide suitable protection against theft, fire, and damage from any cause whatsoever at all times. Should loss, damage, or deterioration be noted, whether in transit or on the borrower's premises and regardless of who may be responsible therefore, the University shall be informed immediately and in detail. Should damage occur in transit, all packing material should be saved for inspection.
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6. No foreign materials (i.e. pins, nails, etc.,) are to be used to fasten an object for exhibition purposes. When in doubt, consult the University Art Museum.
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### Insurance

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University Of Wyoming  
Dept. 3413  
1000 E. University Ave.  
Laramie, WY 82071

*With copy to* Museum Registrar  
UW Art Museum  
Dept. 3807  
1000 E. University Ave.  
Laramie, WY 82071

**Loan Period**

If an extension of time is desired on this loan, application must be made in writing a reasonable time before the end of the period noted. Extensions, if granted, must be noted on this receipt and subject to the same terms as the original agreement unless agreed upon in writing.

**Photography and Technical Examination**

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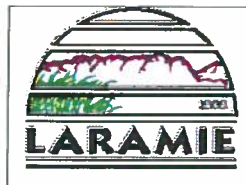
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**Miscellaneous**

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3. Access to the exhibition shall not be denied to anyone on the basis of race, color, sex, national origin or disability.
4. The University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
5. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
6. The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING October 14, 2015**



**Agenda Item:** Parks

Grant

**Title:** To approve the Grant Agreement between the City of Laramie and Wyoming State Parks, Historic Sites & Trails for a Land and Water Conservation Fund grant in the amount of \$115,000 for Laramie Imperial Heights Park, Phase II improvements.

**Recommended Board MOTION:**

I move that the Parks, Tree and Recreation Advisory Board approve the Grant Agreement between the City of Laramie and Wyoming State Parks, Historical Sites & Trails for a Land and Water Conservation Fund grant in the amount of \$115,000 for Laramie Imperial Heights Park, Phase II improvements and forward on to Council for their consideration.

**Administrative or Policy Goal:**

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

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

**Background:** On October 1, 2015 Wyoming State Parks, Historical Sites and Trails issued a letter along with the grant agreement for the Laramie Imperial Heights Park improvements for Phase II in the amount of \$115,000. The grant funding is a 50/50 cash match from the City of Laramie. Funding will focus on supporting Phase 1 improvements to the park, yet to be constructed. The focus of the improvements over Phase I and II will be to provide an accessible route and playground features along with infrastructure.

The intent is to combine Phase I and Phase II for construction in calendar year 2016.

**Legal/Statutory Authority:** N/A

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service		
Grant	\$115,000.00	Wyoming State Parks, Historical Sites and Trails
Loan		
Other		
Total	\$115,000.00	

**EXPENSE**

Proposed Project Cost.

Project	Amount	Funds
Project Cost	\$115,000.00	City of Laramie General Fund
Grants for Project	\$115,000.00	Wyoming State Parks, Historical Sites and Trails
Total Amount	\$230,000.00	Phase II Improvements

**Responsible Staff:**

David Schott, Parks Manager, 721-5264, dschott@cityoflaramie.org

Attachments: Letter from State Parks, Historical Sites and Trails  
Grant Agreement



State Parks, Historic Sites & Trails  
2301 Central Ave  
Barrett Building 4<sup>th</sup> floor  
Cheyenne, WY 82002  
307-777-6491

October 1, 2015

City of Laramie  
Attn: Paul Harrison  
P.O. Box C  
Laramie, WY 82073

RE: Contract Grant Agreement for 56-00896-LWCF Project: Laramie Imperial Heights  
Park (Amendment) Combines Phase I with Phase II

Dear Mr. Harrison:

Enclosed please find two original grant agreements for the referenced Land and Water Conservation Fund Grant project. Please have the designated sponsor or dignitary sign the signature page on both agreements and mail them back to me. Once the Department Administrator of our agency signs, I will then send you a complete signed agreement for your files along with a letter stating that you may begin incurring expenses for the project.

Should you have any questions or concerns please feel free to contact me.

Sincerely,

Tracy J. Williams, Grants Specialist  
State Parks, Historic Sites and Trails  
2301 Central Ave., 4<sup>th</sup> Floor, Barrett Bldg.  
Cheyenne, WY 82002  
307-777-8681



Matthew H. Mead, Governor  
Milward Simpson, Director

**GRANT AGREEMENT FOR LAND AND WATER CONSERVATION FUNDS  
BETWEEN THE DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES,  
DIVISION OF STATE PARKS, HISTORIC SITES AND TRAILS AND  
THE CITY OF LARAMIE, WYOMING**

THIS LAND AND WATER CONSERVATION FUND GRANT AGREEMENT (“Grant Agreement”) is made between the Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails (“Department”), whose address is 2301 Central Avenue, Barrett Bldg., 4<sup>th</sup> Floor, Cheyenne, Wyoming 82002 and, the City of Laramie, a political subdivision of the State of Wyoming (“Grantee”), whose address is P.O. Box C, Laramie, WY 82073. In consideration of the promises and covenants set forth below, the parties agree as follows:

- Purpose of Grant Agreement.** The Department shall provide federal Land and Water Conservation Fund Grant (“L&WCF”) funds to Grantee in the amount set forth in Section C, and Grantee shall undertake and complete all materials, projects and/or services (collectively, the (“Project”) described in Attachment A, attached hereto and made a part of this Grant Agreement. Performance by Grantee of the requirements of this Grant Agreement and compliance with all L&WCF program rules and regulations is a condition to Grantee’s receipt of monies hereunder.
- Term of Grant Agreement and Required Approvals.** This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The Grant Agreement will terminate **December 31, 2017** (“Term”). The Project shall be completed during the Term. This Grant Agreement may be extended by agreement of both parties in writing, however there is no right or expectation of extension beyond the Term, and any renewal or extension shall be determined at the sole discretion of the Department and subject to any necessary federal and/or Department approval. Any extension of this Grant Agreement shall be initiated by the Department and shall be effective only after it is reduced to writing and executed by all parties to the Grant Agreement and any necessary federal approval has been received.
- Payment.** Department agrees to grant monies to Grantee for performance of the Project, as billings are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the L&WCF program rules and regulations set forth in National Park Service Guideline #34, Land & Water Conservation Fund Manual, as amended 1991 (“Manual”). The total payment to Grantee under this Grant Agreement shall not exceed \$115,000.00 (One Hundred and Fifteen Thousand Dollars and No Cents) (“Grant”). Payment shall be made following Grantee’s delivery to Department of billing detailing services performed in connection with the Project in a form satisfactory to Department procedures and more particularly described in Section

675.6 of the Manual. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

4. **Responsibilities of Grantee.** In undertaking and completing the Project, the Grantee agrees as follows:
- A. The Grantee agrees and warrants that it owns in fee simple, the property upon which the Project entitled Laramie Imperial Heights Park is to be located.
  - B. The Grantee by this Agreement does hereby dedicate, **in perpetuity**, the Project and the real estate upon which the Project is located to the use and benefit of the public for purposes of outdoor recreation. Grantee further agrees that it shall cause notice of this dedication to be properly recorded with the county recorder in the county where the property is located and provide evidence of the recording to the Department.
  - C. The Grantee agrees and warrants that prior approval in writing shall be obtained from the Department with respect to alteration or conversion of use in part or total of the facility.
  - D. The Grantee agrees and warrants that applicable federal laws with respect to barrier free access have been complied within the design and function of the facility as described in Attachment A.
  - E. The Grantee agrees to cover at least fifty (50) percent of the total cost of the acquisition and development of the Project, said percentage determined by the Department, depending on the amount of federal funds made available to the Department. The Grantee shall pay in full all of the costs of the acquisition and development of the Project and shall be reimbursed not more than fifty (50) percent of the total cost.
  - F. The Grantee agrees and warrants that it will maintain and operate said Project **in perpetuity**.
  - G. The Grantee agrees to pay for the cost of the Project as described in Attachment A.
  - H. The Grantee agrees to acquire, develop, and maintain the Project in strict accordance with the guidelines, rules and regulations as are set out in the Manual.
  - I. The Grantee agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills which would be exercised by a grantee under similar circumstances, to the satisfaction of the Department.

- J. In the interpretation, execution, administration and enforcement of this Grant Agreement, Grantee agrees to comply with all applicable state and federal laws, rules, and regulations. In addition to the terms detailed in this Grant Agreement, Grantee agrees to comply with all federal requirements governing grant agreements which are applicable, including but not limited to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Single Audit Act of 1996, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and Grantee agrees to comply therewith.
- K. Grantee shall comply with “Equal Opportunity in Federal Employment”, Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 *et seq.*, and any rules and regulations related thereto. Grantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and the Age Discrimination Act of 1975, and any rules and regulations related thereto. Grantee shall assure that no person is discriminated against based on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant Agreement. The Grantee shall include the provisions of this section in every sub-grant or subcontract so that such provisions are binding on each sub-grantee or subcontractor.
- L. The Department shall have the right and Grantee hereby agrees to allow Department, the Comptroller General of the United States, the U.S. Department of the Interior and National Park Service and any of their duly authorized representatives to (i) have access at anytime to any books, documents, papers and records of Grantee related to the Project or any activities related to this Grant Agreement including all such records and activities of any sub-grantee or subcontractor of Grantee hereunder (“Records”), (ii) make site inspections at anytime, and bring experts and consultants on Grantee’s site, and (iii) observe all Grantee personnel on site in every phase of performance of this Grant Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee’s compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee’s fiscal and administrative compliance with this Grant Agreement and L&WCF program rules and regulations. Grantee shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit.

- M. If the Project includes a final printed or written product such as a brochure, report, book, poster, etc., Grantee agrees to provide one copy of such product upon its completion to department without charge.
- N. Grantee agrees to retain in perpetuity all records related to the Project which are required to be retained pursuant to this Grant Agreement or the L&WCF program rules and regulations. Should the Grantee need to dispose of records the Grantee shall contact the Department prior to taking any action.

5. **Responsibilities of Department.** Department shall, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning the L&WCF program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. Department shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

6. **Special Provisions.**

- A. Department's obligation to pay Grantee for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of federal or state government funds which are allocated to pay Grantee hereunder. If Grant Agreement monies are not allocated and available for Department to pay Grantee for the performance of the Project, Department may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.

Department shall notify Grantee at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to Department in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. Department shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Grantee or any other person or entity as a result of termination under this section. This provision shall not be construed so as to permit Department to terminate this Grant Agreement in order to contract for similar services from another party.

7. **Default and Remedies.** In the event Grantee or any sub-grantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the L&WCF program rules and regulations, then Department and/or U.S. Department of Interior shall have the right to exercise all remedies provided by law or in equity, including without limitation:

- A. Immediately terminating this Grant Agreement without further liability or obligation of Department and upon request from the Department, Grantee shall return all Grant Agreement funds paid by the Department to Grantee;

- B. Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
- C. Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- D. Advising Grantee that a certification will no longer be acceptable and that additional assurances will be required;
- E. Advising Grantee to suspend disbursement of funds for the deficient activity;
- F. Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
- G. Changing the method of payment to Grantee; and/or
- H. Reducing, withdrawing, or adjusting the amount of the Grant.

**8. General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, executed and signed by all parties to this Grant Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- C. **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the even there is a sub-grant(s) under this Grant Agreement, Grantee shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the Grantee hereunder. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of Department.
- D. **Assumption of Risk.** Grantee shall be responsible for any loss of federal funding, either administrative or program dollars, due to Grantee's failure to comply with this Grant Agreement and all state or federal L&WCF requirements.

Department shall notify Grantee of any state or federal determination noncompliance.

- E. **Entirety of Grant Agreement.** This Grant Agreement, consisting of ten (10) pages, and Attachment A consisting of four (4) pages, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- F. **Indemnification.** Grantee shall indemnify, defend and hold harmless Department and its officers, agents, employees, successors and assigns from any and all causes of action, losses, injuries, liabilities, damages, claims, demands or costs (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's or subcontractor's) performance under this Grant Agreement, or failure by Grantee (or any sub-grantee or subcontractor) to comply with the terms of this Grant Agreement or any L&WCF program rules and /or regulations. Grantee shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Grant Agreement (including without limitation the acts, omissions or performance of the Project or this Grant Agreement by any sub-grantee or subcontractor), including without limitation all Claims arising in connection therewith. The Department (its officers, agents, employees, successors and assigns) shall have no liability to Grantee or any sub-grantee or subcontractor and shall be released for all such Claims.
- G. **Independent Contractor.** Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of the Department for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of Department, or to incur any obligation of any kind on the behalf of Department. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Department employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.
- H. **Kickbacks.** Grantee warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the Department may, at its discretion, terminate this Grant Agreement without liability to the Department, or deduct from the Grant Agreement amount, or

otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee. In addition:

- i. Grantee shall comply with the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58, as supplemented in the Department of Labor Regulations 29 C.F.R., § 3. This Act provides that Grantee is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - ii. No staff member or other personnel of Grantee shall engage in any grant agreement or other activity which would constitute a conflict of interest as related to this Grant Agreement.
- I. **Notices.** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
  - J. **Prior Approval.** This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds shall be disbursed hereunder until all necessary approvals and actions have occurred as determined by Department in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.
  - K. **Severability.** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
  - L. **Sovereign Immunity.** The State of Wyoming and the Department do not waive sovereign immunity by entering into this Grant Agreement and each specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. The Grantee does not waive governmental immunity to the extent it is provided by law.
  - M. **Taxes.** Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.
  - N. **Time is of the Essence.** Time is of the essence in the performance by Grantee of all provisions of the Grant Agreement.

- O. **Waiver.** The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.
- P. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- Q. **Interest in Members of Department and Others.** No officer, member or employee of Department, and no public official or employee of the governing body of the locality or location in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project shall: (a) participate in any decision relating to this Grant Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; or (b) have any interest direct, or indirect, in this Grant Agreement or the proceeds hereof.
- R. **Attorneys' Fees.** If Department has to enforce this Grant agreement as a result of a default in the performance of the Project of this Grant Agreement, Department shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- S. **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 Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement. The parties to this Grant Agreement intend and expressly agree that only parties signatory to this Grant Agreement shall have any legal or equitable right to seek to enforce this Grant agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant Agreement, or to bring an action for the breach of this Grant Agreement.
- T. **Ethics.** Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement, including the Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and disclosure Act (Wyo. Stat. 9-13-101, *et seq.*), and any and all ethical standards governing Grantee.
- U. **Suspension, Debarment and Voluntary Exclusion.** By signing this Grant Agreement, Grantee certified that it is not suspended, debarred, or voluntarily excluded from Federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended,

debarred, or voluntarily excluded. Further, Grantee agrees to notify the Department by certified mail should Grantee or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

- V. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant Agreement shall be paid by either party.
- W. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the Department as the sponsoring agency and shall not be released without prior written approval from the Department.
- X. **Award of Related Grants.** The department may undertake or award supplemental or successor grants for work related to this Grant agreement. The Grantee shall cooperate fully with other grantees and the Department in all such cases.
- Y. **Compliance with Law.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.
- Z. **Patent and Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Grantee or its sub-grantees or subcontractors will violate any such restriction. The Grantee shall defend and indemnify the Department for any violation or alleged violation of such patent, trademark, copyright, license or other restrictions.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

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

**Department of State Parks and Cultural Resources:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Domenic Bravo, Division Administrator

**Grantee:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name, Title

**WYOMING ATTORNEY GENERAL'S OFFICE  
APPROVAL AS TO FORM:**

By: S. Jane Caton #139540 Date 9-10-15  
S. Jane Caton, Senior Assistant Attorney General

5. Summary of the elements of Cost (See Sample on Page 2)

**Imperial Heights Park Phase II - REVISED 9-2-15**

(A)	(B) Description	(C) No. Units	(D) Cost Per Unit	(E) Total Cost	(F) Federal Share	(G) Cash Match	(H) In-Kind Match	(I) Estimated Start Date	(J) Estimated Completion Date
1	Site work (additional clear and grub)	1	0.15	9,000	4,500	4,500		Spring 2016	Fall 2016
2	Grading Allowance	Allow	1	5,000	2,500	2,500		Spring 2016	Fall 2016
3	Concrete Sidewalk & curb	7,000	6.00	42,000	21,000	21,000		Spring 2016	Fall 2016
4	Additional Free Standing Playground Equipment	1	5,000	5,000	2,500	2,500		Spring 2016	Fall 2016
5	Concrete Curb – Playground Edge	200	30.00	9,000	4,500	4,500		Spring 2016	Fall 2016
6	Other Natural Play Elements	Allow	5,000	6,000	3,000	3,000		Spring 2016	Fall 2016
7	Tot Swing	1	3,000	3,000	1,500	1,500		Spring 2016	Fall 2016
8	Steel Edging	2,000	2.00	4,000	2,000	2,000		Spring 2016	Fall 2016
9	Resilient Surfacing	500	13.00	6,500	3,250	3,250		Spring 2016	Fall 2016
10	Fabric pavilion	1	30,000	30,000	15,000	15,000		Spring 2016	Fall 2016
11	Engineered Wood Fiber	2,000	31.00	62,000	31,000	31,000		Spring 2016	Fall 2016
12	Native Seeding	130,000	0.15	19,500	9,750	9,750		Spring 2016	Fall 2016
13	Design	Allow	29,000	29,000	14,500	14,500		Spring 2016	Fall 2016
14	Project Management & Administration	Allow	33.00	8,250	00	00	8,250	Spring 2016	Fall 2016
			TOTAL:	\$230,000	\$115,000	\$115,000			

**Description of in-kind match: Project Management and Administration by Parks Manager, David Schott**

**Description of retroactive costs:** Additional EA, if required and determined by Wyoming State Parks.

**Describe percentage of level of volunteerism, local cash donations, or cooperation by service organizations.**

**Do donations & volunteer labor equal more than 50% of the local cost share requirement?**  YES  NO/More

Revised on September 2, 2015

  
Paul Harrison, Parks and Recreation Director

## *APPLICATION FOR LAND AND WATER CONSERVATION FUNDS*

### **General Instructions**

Please type or print application. Complete application in its entirety. Use additional paper as required.

**REVISED 9-2-15**

1. **Project Title:** Imperial Heights Park
2. **Project Location:** The project is located in the Imperial Heights subdivision (Section 1, Township 15 North, Range 73 West)
3. **Project Sponsor:** City of Laramie
4. **Contact Person:** Paul Harrison  
**Address:** P.O. Box C Laramie, WY 82073  
**Telephone Number:** 307-721-5260  
**E-mail Address:** pharrison@cityoflaramie.org

**Project Narrative:** The City of Laramie is seeking a Land and Water Conservation Fund award from the Wyoming Department of State Parks and Cultural Resources in the amount of \$115,000 to be used to develop the Imperial Heights Park, which will be located off Grand Avenue on the town's eastern edge. Matching funds in the amount of \$115,000 will come from the City of Laramie. The City of Laramie originally applied for Land and Water Conservation funding in December 2013 for this project and received an award pending federal authorization. The purpose of this application is to fund the second phase of the project, which will include additional park features that were excluded from the original application due to funding constraints. This project is a part of the City of Laramie's commitment to develop and maintain parks that are modern, safe, accessible, and responsive to community needs.

Prior to 20008, the 4.7-acre Imperial Heights Park site was privately owned and intended to be developed with dozens of houses. However, because the site is located on what the City of Laramie's aquifer protection plan identifies as a potentially vulnerable site, the City of Laramie purchased the land from the developer. This strategic purchase was important because it enables the City to both assure protection of the aquifer and gives the opportunity for the City to develop a park in an underserved area. The park will be designed, developed, and maintained in accordance with the aquifer protection plan and with the utmost care to assure the safety and security of the aquifer.

The Imperial Heights Park will serve as a "neighborhood park" which is defined by the City of Laramie as a five to ten acre in size, and serving an area within a radius of one half (1/2) mile. The City of Laramie is currently in the process of extensive planning process to create a Parks, Trails and Recreation Master Plan. While not adopted by City Council at this point, the process has solicited public input by the community and has shown that residents would like more neighborhood parks. The Imperial Heights Park will primarily serve the following

neighborhoods: Imperial Heights, Sherman Hills, which abuts the park, but is actually located within the County, and Grandview Heights, Laramie Plains and Valley View, which are south and west of the site. These neighborhoods are located off of East Grand Avenue between the on/ off ramps for I-80 and the entrance/exit to Wal-Mart. The sheer volume and speed of traffic in this area makes walking and biking to other parks difficult and unsafe.

The City of Laramie committed \$106,875 in FY14 for this project. The total estimated project cost however, is \$156,875 for the first phase of the project. This phase will focus on an accessible route (bridge) into the park and a playground designed for two to five year old children. The City of Laramie is therefore had requested the remaining balance of \$50,000 from the Land and Water Conservation Fund for phase one during the 2014 grant cycle. This request for phase two, which totals \$115,000 will fund additional park features that are detailed in the REVISED summary of the elements of cost. Phase II improvements shall include the site work, grading, concrete sidewalks and curb, additional free standing play equipment, other natural play elements, a tot swing, a fabric pavilion/shelter, engineered wood fiber for the playground areas, and native seeding. Though both park improvements are "phased", improvements slated for each phase will actually happen concurrently following the completion of an Environmental Assessment and authorization from State Lands. The City of Laramie has selected a firm to complete the Environmental Assessment and is currently reviewing a draft contract with the firm. It is anticipated that the Environmental Assessment will be completed this spring.

The staff hosted a public meeting in December of 2013 as a scoping exercise to determine what the neighborhood residents desired in their neighborhood park. Furthermore, in December of 2013, a public hearing was held to seek public comments for the 2014 Land and Water Conservation Fund grant for the development of Imperial Heights Park.

Based on the public meeting and public hearing comments, the staff recommended to the City of Laramie Parks, Tree and Recreation Advisory Board to create an Imperial Heights Park Ad Hoc Citizen Advisory Committee, which was formed in January of 2014 with four members from the neighborhood and three members from the Parks, Tree and Recreation Advisory Board. Over the course of five meetings, the Ad Hoc committee drafted a conceptual plan for the development of the park. To aid in the realization of the vision as drafted in the conceptual plan drafted by the Ad Hoc committee for their neighborhood park, City staff is seeking additional funding for phase 2 of the project.

The 2015 Land and Water Conservation Fund grant of \$115,000 will aid in leveraging local tax dollars for the second phase of the project that will include site work, grading, concrete sidewalks and curb, additional free standing play equipment, other natural play elements, a tot swing, a fabric pavilion/shelter, engineered wood fiber for the playground areas, and native

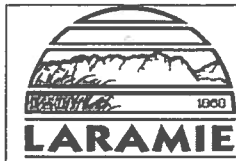
seeding as conceptually designed by the Ad Hoc Committee.

Once all funding sources are secure, the City of Laramie will solicit bids for the design and construction of the park. As with any development of this nature, the City of Laramie will encourage public engagement in the design process to assure the completed park will satisfy the needs of the neighborhood and community. City staff conducted an additional public meeting on December 4, 2014 to present the conceptual plan as developed with the Ad Hoc committee. Twelve (12) members of the public attended and were in favor of the development of Imperial Heights Park as designed conceptually. The Ad Hoc committee and the public through public meetings will be involved throughout the design process for the project to develop a neighborhood park that is shaped by public involvement.

Revised on September 2, 2015

 9-2-15  
Paul Harrison, Parks and Recreation Director

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING October 14, 2015**



**Agenda Item:** Administration Agreement

**TITLE:** Resolution 2015-AB18 to appoint an Advisory Board member to the Exploratory Committee to assess the need for a Youth Sports/Leisure Complex in Albany County

**Recommended Advisory Board MOTION:**

I move that the Parks, Tree and Recreation Advisory Board approve Resolution 2015-AB18 appointing \_\_\_\_\_ to the Exploratory Committee to assess the need for a Youth Sports/Leisure Complex in Albany County.

**Administrative or Policy Goal:**

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

**Background:**

At the joint work session on August 25, 2015 with the City Council and the Albany County Commissioners, the County Attorney proposed that the City and County jointly create a steering committee to determine the interest of youth sports organizations, youth clubs and the community attitude and opinion in building a youth sports/leisure complex in Albany County. The elected officials from both governing bodies were generally supportive of the idea.

With that being said, the attached draft Resolution 2015-71 was passed by the Albany County Commissioners on September 15, 2015 and subsequently was amended and passed by the City Council on September 15, 2015. As the two Resolutions that were passed have some minor differences, the Resolution must go back to the Albany County Commissioners for approval. Within the Resolution, Section 3, #9 "A member of the Laramie Park, Tree & Recreation Advisory Board to be selected by the Laramie Park, Tree & Advisory Recreation Board".

As I had verbally mentioned this new Steering Committee under new business at the September meeting, Chris Dixon did express an interest in serving on this committee. It is the pleasure of the Advisory Board to fill in the appointed Advisory Board member name.

**Legal/Statutory Authority:**

N/A

Attachments: Draft Resolution 2015-71 creating an Exploratory Committee to assess the need for a Youth Sports/Leisure Complex in Albany County.

**Responsible Staff:**

Paul Harrison, Parks and Recreation Director at 721-5260 or e-mail at pharrison@cityoflaramie.org

A handwritten signature in black ink, appearing to be "PH", is written over a horizontal line.

Resolution 2015-71

**RESOLUTION CREATING AN EXPLORATORY COMMITTEE TO ASSESS THE NEED FOR A YOUTH SPORTS/LEISURE COMPLEX IN ALBANY COUNTY**

Whereas, a Youth Sports/Leisure Complex in Albany County, Wyoming would be valuable on many levels to promote physical and leisure activities for youth, economic development to the community through tourism, and improve the quality of life in our community.

Whereas, the City of Laramie, Wyoming (City) and the Board of County Commissioners for Albany County, Wyoming (County) desire to jointly form an exploratory committee to determine the interest of youth sports organizations, youth clubs and the community attitude and opinion in building a youth sports/leisure complex in Albany County.

Whereas, City Council and County Commissioners find it to be in the best interest of the City, County, and public to create such Exploratory Committee for the purposes recited below;

NOW THEREFORE THE CITY COUNCIL OF LARAMIE, WYOMING, AND THE BOARD OF COUNTY COMMISSIONERS OF ALBANY COUNTY, WYOMING, RESOLVE:

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

**Section 2.** Committee Creation. That there is hereby created an Exploratory Committee, to be known as the Exploratory Committee for a Youth Sports/Leisure Complex.

**Section 3.** Members Appointed. That City Council and County Commissioners shall appoint the following members:

1. Dan Furphy, Laramie Chamber Business Alliance;
2. Trish Oppie, Interphase/Laramie Baseball
3. Laura Tangeman, Blizzards
4. Bruce Schmidt, Athletic Director for Albany County School District No. #1;
5. Heber Richardson, County Commissioner;
6. Pat Moran, Director of Half Acre, University of Wyoming or Dan McCoy, Assistant Director for Campus Recreation, University of Wyoming;
7. Joe Vitale, City Council member;
8. Representatives of Laramie Youth Council through Andi Summerville, City Council member;

9. A member of the Laramie Park, Tree & Recreation Advisory Board to be selected by the Laramie Park, Tree & Advisory Recreation Board;
10. Tai Wright, Albany County Grant's Manager;
11. Sarah Reese, Laramie Grant's Writer;
12. Terri Jones, Albany County 4 H; and
13. Canyon Hardesty, Coordinator, Community Education Health Services, University of Wyoming.

**Section 4. Term of Appointment.** That the members of the Exploratory Committee shall serve for three (3) months from the date of their appointment and shall serve without compensation.

**Section 5. Vacancies.** That vacancies on the Exploratory Committee, should they occur, shall be filled for the unexpired term of the member whose place has become vacant, and shall be made jointly by City Council and County Commissioners.

**Section 6. Conduct of Meetings/Quorum.** That City Council member Joe Vitale will serve as the Chair of the Exploratory Committee with the assistance of Laura Tangeman, of Blizzards and Trish Oppie of Interphase/Laramie Baseball. Meetings of the Exploratory Committee shall be set and held at the call of the Chairperson. All meetings shall be open to the public and duly noticed and conducted in accordance with the Open Meetings Act. The presence of eight (8) members shall constitute a quorum for the conducting of business and the holding of any meeting. The Exploratory Committee shall act only with the concurring vote of eight (8) members. The Chairperson shall have the power to vote. The Exploratory Committee shall keep motion minutes of its proceedings, showing the vote of each member on every question.

**Section 7. Charge of the Committee.** That the role and responsibilities of the Exploratory Committee shall be as follows:

1. Conduct an inventory of existing facilities within Albany County available to youth sports organizations and parks and recreation programs and complete a need assessment for a youth sports/leisure complex and other youth entertaining activities. Youth sports organizations shall include but not limited to the following: baseball; softball; basketball; soccer; hockey; swimming; rugby; disc golf; tennis; motor cross; lacrosse and gymnastics. Youth entertaining activities shall include but not limited to the following: quilting/sewing; gardening; fly tying; chess; photograph; robotics; trap shooting; art; pottery; cooking; billiards and go carts.

2. Solicit public input including gathering information and social economic data from existing surveys and reports regarding parks and recreation programs, youth sports organizations, youth programs regarding attitudes and opinions relating to need for a youth sports/leisure complex and accessibility for children with special needs and other youth entertaining activities and the impact on community.

3. Determine potential location of such youth sports/leisure complex and development of land for such facilities addressing connectivity with other resources within the City and County.


4. Identify financial source for a youth sports/leisure complex and other youth entertaining activities including but not limited to potential ownership of facilities with the youth sports/leisure sports complex.

5. Determination of how facilities for a youth sports/leisure complex would be maintained.

**Section 8. Timeline for Contemplated Work.** That the Exploratory Committee shall deliver to City Council and County Commissioners, no later than December 8, 2015, its written recommendation of its review. The Exploratory Committee will also provide on December 8, 2015 an oral presentation on its written recommendation. The report and recommendation shall include a summary of the information reviewed and considered by the Exploratory Committee, fiscal impact, if any, and final recommendations as to the community's needs for a youth sports/leisure complex and other entertaining facilities. The recommendations shall be in writing and, once submitted to City Council and County Commissioners, shall be considered a public document.

PASSED, APPROVED, AND ADOPTED THIS 15<sup>th</sup> day of September, 2015.

CITY OF LARAMIE, WYOMING:

By:   
Dave Paulekas, Mayor and President of the  
City Council

Attest:   
Sue Morris Jones, MMC  
City Clerk

**DRAFT**

PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ day of September, 2015.

THE BOARD OF COUNTY COMMISSIONERS OF  
ALBANY COUNTY, WYOMING

\_\_\_\_\_  
Tim Sullivan, Chairperson

ATTEST:

\_\_\_\_\_  
Jackie R. Gonzales,  
Albany County Clerk

**RESOLUTION 2015-AB18**

**A RESOLUTION APPOINTING A MEMBER OF THE PARKS, TREE AND RECREATION ADVISORY BOARD FOR THE CITY OF LARAMIE, WYOMING TO THE EXPLORATORY COMMITTEE TO ASSESS THE NEED FOR A YOUTH SPORTS/LEISURE COMPLEX IN ALBANY COUNTY**

**WHEREAS**, at the joint work session on August 25, 2015 with the City Council and the Albany County Commissioners, the County Attorney proposed that the City and County jointly create a steering committee to determine the interest of youth sports organizations, youth clubs and the community attitude and opinion in building a youth sports/leisure complex in Albany County;

**WHEREAS**, the elected officials from both governing bodies were generally supportive of the idea;

**WHEREAS**, Draft Resolution 2015-71 was passed by the Albany County Commissioners on September 15, 2015 and subsequently was amended and passed by the City Council on September 15, 2015. As the two Resolutions that were passed have some minor differences, the Resolution must go back to the Albany County Commissioners for approval;

**WHEREAS**, Section 3, #9 states: "A member of the Laramie Park, Tree & Recreation Advisory Board to be selected by the Laramie Park, Tree & Advisory Recreation Board".

**NOW THEREFORE THE PARKS, TREE AND RECREATION ADVISORY BOARD OF LARAMIE, WYOMING, RESOLVES:**

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

**SECTION 2.** That the Parks, Tree, and Recreation Advisory Board does hereby appoint \_\_\_\_\_ to the Exploratory Committee to assess the need for a Youth Sports/Leisure Complex in Albany County.

**PASSED, APPROVED, AND ADOPTED THIS 14<sup>th</sup> day of October 2015.**

\_\_\_\_\_  
Jacque Stonum, Advisory Board Chair

ATTEST:

\_\_\_\_\_  
Inez Wildenborg, Parks and Recreation  
Administrative Assistant

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING October 14, 2015**



**Agenda Item:** Recreation

Discussion Item

**Title:** Sponsorship of the 2016 Project Graduation

**Recommended Board MOTION:**

I move to recommend that the City of Laramie sponsor the 2016 Project Graduation by authorizing a 50% reduction in fees at the Ice and Event Center from the regular rates.

---

**Administrative or Policy Goal:**

4. The board will review annually and provide recommendations on fees and policies

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**Background:**

Project Graduation is an annual event that provides activities for graduating Laramie seniors that are fun and alcohol and drug free. This event was created as a way to ensure that the students had an alternative to parties in private homes that might be unsupervised on graduation night, creating risk to the teenagers and those around them. This is a community event put on with the volunteer effort of the high school parents, who do all the planning, fundraising, and staffing of the event. Traditionally, the organizers also work with the Police Department and the Anti-drug and Alcohol Coalitions to provide additional materials and support.

The City of Laramie was recently contacted by the organizer of the 2016 Project Graduation to request a reduction in the rental rate for the Ice and Event Center to help ensure that funds raised can be put primarily into the activities at the event. They would like to rent the I&E beginning on Saturday May 28 at 8am and concluding at 8am on Monday May 30<sup>th</sup>. This total billing for this event would be \$1,380.00. The billing for the 2014 Project Graduation was for a total of 34 hours and was slightly higher at \$1,715.00.

As a special event, similar to Special Olympics, the board has historically considered this activity worthy of consideration for reduced fees. If the board chooses to reduce the rental fees, we anticipate that the rental fee would be approximately \$690.00, based on the reservation requested at this time.

---

**Legal/Statutory Authority:** N/A

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**BUDGET/FISCAL INFORMATION:****REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$690.00	Half the cost of renting the I&E for Proj. Grad. 2015
Grant		
Loan		
Other		
Total	\$690.00	

**EXPENSE**

## Proposed Project Cost.

Project	Amount	Funds
Staffing Cost	\$700.00	Hourly staff cost
Total Amount	\$700.00	

**Responsible Staff:**Jodi Guerin, Recreation Manager, 721-5259, [jguerin@cityoflaramie.org](mailto:jguerin@cityoflaramie.org)**Attachments:**

Letter from Project Graduation

Project Graduation 2016  
Dodi Campbell, Co-Chair  
18 Olson Lane  
Laramie, WY 82070  
September 3, 2015

Jodi Guerin  
Parks, Tree and Recreation Advisory Board  
920 Boulder Drive  
Laramie, WY 82070

Dear Ms. Guerin,

I am writing on behalf of the Project Graduation Committee for 2016. Project Graduation has been held in the Laramie Ice and Events Center for the past several years and has been a great success in that location. The 2016 committee would like to hold this year's event in the Ice and Events Center as well. We are requesting a 50% discount to our rental fees for our event. We have been approved by the Albany County Recreation Board for a grant to cover the other 50% of the rental fee.

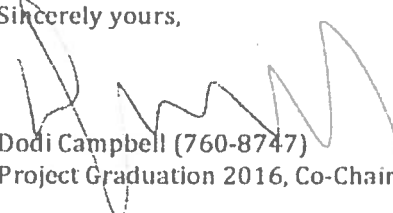
Project Graduation will be held on Sunday, May 29, 2016 from 8:30pm-3:00am. We are requesting access to the Ice Arena starting Saturday, May 28 at 8am for set-up. We expect to have cleanup complete at approximately 8am on Monday morning May 30. This is a full 2-day rental of the Arena.

Project Graduation is a tax-exempt corporation and operates as a 501 (C) 3 organization. We have a board of directors for the corporation that has been in existence since 1984. The purpose/mission of Project Graduation is to provide an annual drug and alcohol free celebration for Albany County School District #1 graduates. This includes Laramie High School, Whiting High School, Rock River and home schooled students. It is the goal for the project to provide an environment that is fun and safe for graduating seniors.

Project Graduation abides by the following rules: graduates attending Project Graduation must have graduated in the current academic year, those attending must have attended the graduation ceremony and be admitted to the function before 11pm. If impairment is suspected, attending graduates must be willing to undergo a screening for alcohol/drug impairment and if the student has been admitted and leaves the premises, they will not be allowed to return.

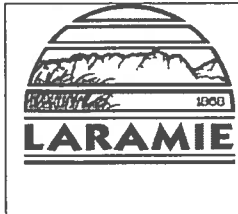
If approved for the requested discount on rental fees for the Ice and Events Center, Project Graduation will be able to use the extra funds for entertainment for the evening, decorations and prizes for the students in attendance. Thank you for your consideration of our request. Please let me know if I can provide you with further information on our project.

Sincerely yours,



Dodi Campbell (760-8747)  
Project Graduation 2016, Co-Chair

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING October 14, 2015**



**Agenda Item:** Administration

Agreement

**Title: Lease of Property between the City of Laramie and the Union Pacific Railroad for Depot Park**

**Recommended Board MOTION:**

I move that the Advisory Board approve the Lease of Property between the City of Laramie and the Union Pacific Railroad for Depot Park and forward to City Council for their consideration.

**Administrative or Policy Goal:**

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

**Background:**

In 1963 the City originally leased from the Union Pacific Railroad (UPRR) the Depot Park property including the east parking lot adjacent to the Historic Railroad Depot building located at 1<sup>st</sup> and Kearney and the parking lot north of the Historic Railroad Depot building for downtown public parking. The cost to the City of the lease was \$25 per year since 1963 and has remained at \$25 per year ever since.

Subsequently, in 2004 the City and the Union Pacific Railroad amended the original lease to include a new public parking lot area located at 1<sup>st</sup> and University that was developed with the 2001 downtown Specific Purpose Tax funds for additional downtown public parking.

In April of 2015 the UPRR approached the City noting that the current lease was outdated and the lease rate of \$25 per year was not representative of the fair market value of the leased property. The UPRR has based the lease rate on the fair market value of the parking lot areas, and not the landscaped areas of the Park. I have attached the correspondence between the City and UPRR for your edification. At the conclusion of the discussions concerning the lease rate, the UPRR has agreed to reduce the lease rate by \$15,000 per year to \$25,000 per year, along with a "step-up" implementation of \$5,000 for 2015, \$15,000 for 2016, and \$25,000 for 2017.

The staff believe that if the City desires to continue to lease the Depot Park property, specifically the Depot Park parking lot areas for public community use, the lease should be recommended for approval by the Advisory Board and forwarded to the City Council for their consideration.

**Legal/Statutory Authority:**

N/A

**Responsible Staff:**

Paul Harrison, Parks and Recreation Director, 721-5260, [pharrison@cityoflaramie.org](mailto:pharrison@cityoflaramie.org)





April 24, 2015  
Folder: 245-18

City of Laramie, Wyoming  
Attn: Paul Harrison  
P.O. Box C  
Laramie, WY 82073

RE: Lease Audit #A89365

Dear Paul:

Please allow this letter to serve as a follow-up to our recent telephone conversation regarding our need to enter into a new Lease Agreement for the continued use of our property near downtown Laramie, Wyoming. This letter will also serve as our written approval to permit your requested construction improvements regarding the Depot Park Snow Train Electric Park.

As we discussed, the current Lease Agreement is outdated and the rental rate of \$25.00 per year is not representative of the fair market value of the leased property. Based upon my review of the file and research of the property, you are currently using 68,255/SF of our property for parking and driveway purposes. You are also using 116,285/SF for a park and beautification. See Exhibit "A" Lease Print attached with the enclosed Lease Agreement.

Our appraisal group concluded a value of \$4.50/SF for subject property. This figure is consistent with the assessed value by the County. I should also note that a nearby paved parking lot sold for \$8.88/SF in 2012.

We only intend to charge rent on the 68,255/SF of property being used for parking and driveway purposes. Based upon our rate of return on the appraised value, your annual rent will be \$40,000.00. The rental value for the additional 116,285/SF of beautification is \$68,026.73 per year, which again, we do not intend to charge for.

I understand that the new rental rate represents a large increase in rent. Thus, I obtained authority to use a "step-up" basis for rent, whereby you will pay \$10,000.00 the first year effective July 1, 2015; \$20,000.00 effective July 1, 2016; and \$40,000.00 effective July 1, 2017.

Please review the enclosed documents and forward them on to all appropriate personnel for review and execution. If you have any questions, please do not hesitate to contact me directly at [pkenny@up.com](mailto:pkenny@up.com) or (402) 544-8581.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Kenney', written in a cursive style.

Peter T. Kenney  
Manager - Real Estate  
(402) 544-8581

Enc: Lease Agreement



**CITY OF LARAMIE**  
**PARKS AND 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

July 23, 2015



Union Pacific Railroad  
Peter Kenney, Real Estate Manager - Wyoming  
1400 Douglas Street  
Mail Stop 1690  
Omaha, NE 68179-1690

Re: Lease Folder 245-18

Dear Mr. Kenney,

Please accept my apology for not responding to your letter dated April 24, 2015 requesting the City's consideration to enter into a new Lease Agreement for Railroad property near downtown Laramie. I certainly agree that a new Lease Agreement is needed and that the rental rate of \$25.00 per year is likely not representative of the fair market value of the property.

As we discussed during your site visit on June 3, 2015, the City of Laramie would respectfully request Union Pacific Railroad Company to revise the new rental rate based upon the 68,255/SF of property being used for parking and driveway purposes to reflect the City's long term capital improvements and routine maintenance investments in the Railroad's property.

As referenced in the original Lease dated February 5, 1963; under Section 5 it states: "The Lessee (City) at its own cost and expense, will do all work and provide all materials necessary to prepare the leased premises as herein stipulated,". Also under Section 12 it states: "The Lessee agrees that it will, at its own expense, at all times during the life of this agreement, adequately police and supervise the parking of passenger automobiles upon the leased premises and that it will, at its own expense, and at all times during the life of this agreement, maintain and keep the leased premises in a neat and tidy condition and free from straw, rubbish or other material which would tend to increase the risk of fire or give the leases premises and untidy appearance."

The City of Laramie has adhered to the terms of the original lease for the past fifty years and maintained and improved both the park area and the parking lots as if they were owned by the City. From my research of previous capital improvements and routine maintenance projects the parking lots have been resurfaced with a 2-3 inch asphalt mat, chip sealed the parking lots at least twice, slurry sealed once, and installed concrete wheel blocks between the parking lot and the park areas. As part of the City's routine maintenance, the parking lots have been re-stripped every two years, potholes repaired annually, parking lots swept monthly as weather permits, and removed snow as necessary. The total cost of these capital projects and routine maintenance projects over the past fifty years is difficult to determine, but I would note that the parking lot chip sealing cost, based upon 2015 pricing, would be \$13,651.00.

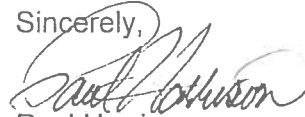
With this being the case, on behalf of the City of Laramie, I would respectfully request the consideration of the Union Pacific Railroad to revise the Fixed Rent in Article 3 of the new Lease

Lease Folder 245-18 – Page 2

Agreement to reflect the City of Laramie's on-going efforts and commitment to adequately maintain and keep the Railroad's property neat and tidy in appearance for the benefit of the Laramie community and its citizens.

I am looking forward to hearing from you, and as noted above I apologize for not responding to your request sooner. If you have any questions or further concerns, please free to contact me at 307-721-5260.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paul Harrison".

Paul Harrison  
Parks and Recreation Director

cc: Janine Jordan, City Manager  
Jason Loos, City Attorney  
David Schott, Parks Manager

Encl.

RECEIVED SEP 08 2015



September 1, 2015  
Folder: 245-18

City of Laramie, Wyoming  
Attn: Paul Harrison  
P.O. Box C  
Laramie, WY 82073

RE: Lease Audit #A89365

Dear Paul:

Thank you for your response letter dated July 23, 2015, regarding our need to supplement and update the current lease agreement between the City and the railroad for use of our property near downtown Laramie. For reference, the City leases 116,285/SF of our property. The City uses 68,255/SF for parking and driveway purposes. The remaining property is used for a park and beautification purposes. Per my previous correspondence dated April 24, 2015 and our conversations, the railroad intends to charge rent based only upon the 68,255/SF of property being used for parking and driveway purposes.

I reviewed your letter dated July 23, 2015 and I understand your concerns with the costs that the City puts into capital projects and maintaining the leased premises. However, as we discussed during my inspection, the City has a vested interest in maintaining the lease premises to maximum its use, as the City receives a benefit from allowing its citizens and business patrons to conveniently park downtown and use the park. Maintenance of the park also beautifies the City. Based upon the information you provided, I was able to obtain approval to reduce your yearly rent by \$15,000.00 from \$40,000.00 to \$25,000.00 to account for your maintenance and capital projects fees.

As you know, I am currently working with your colleague Earl Smith to renew an expired lease agreement involving the City's water treatment plant that is on our property. The City currently uses approximately 25 acres of our property, at no cost and without an agreement, for water treatment, storage and distribution. Mr. Smith has been very cooperative in providing me information on the use of our property at the water treatment site and I am in the process of

preparing that agreement. My ability to obtain a \$15,000.00 variance on the City's lease for downtown parking was contingent on my assurances that the City will continue to work with me to renew the lease agreement for the water treatment site.

Similar to the my first proposed agreement, I have the authority to institute a "step-up" basis for rent, whereby the City would pay \$5,000.00 for the first year, effective July 1, 2015; \$15,000.00 effective July 1, 2016; and \$25,000.00 effective July 1, 2017.

Please review the enclosed documents and forward them on to all appropriate personnel for review and execution. If you have any questions, please do not hesitate to contact me directly at [pkenny@up.com](mailto:pkenny@up.com) or (402) 544-8581.

Sincerely,



Peter T. Kenney  
Manager - Real Estate  
(402) 544-8581

Enc: Lease Agreement

**LEASE OF PROPERTY**  
**(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)**

**THIS LEASE** ("Lease") is entered into on \_\_\_\_\_, 20\_\_\_\_, between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **LARAMIE, WYOMING, CITY OF**, a Wyoming municipal corporation (City), whose address is City Hall, 406 E. Iginson Street, Laramie, Wyoming 82070 ("Lessee").

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**Article 1.      PREMISES; USE.**

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Laramie, Wyoming, shown on the print dated April 7, 2015, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for parking, drive-way and beautification, and purposes incidental thereto, only, and for no other purpose.

**Article 2.      TERM.**

The term of this Lease shall commence July 1, 2015, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

**Article 3.      FIXED RENT.**

A.      Lessee shall pay to Lessor, in advance, fixed rent of Five Thousand Dollars (\$5,000.00) for time period July 1, 2015 to June 30, 2016.

Lessee shall pay to Lessor, in advance, fixed rent of Fifteen Thousand Dollars (\$15,000.00) for time period July 1, 2016 to June 30, 2017.

Lessee shall pay to Lessor, in advance, fixed rent of Twenty Five Thousand Dollars (\$25,000.00) for time period July 1, 2017 to June 30, 2018. From July 1, 2017 forward the Lease will extend year to year per Article 2 of this Lease at the rate of Twenty Five Thousand Dollars (\$25,000.00).

B.      Not more than once every three (3) years, Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change. Lessor shall not redetermine rent until July 1, 2021.

**Article 4.      INSURANCE.**

A.      Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.

D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 00245-18.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:  
**UNION PACIFIC RAILROAD COMPANY**

Lessee:  
**LARAMIE, WYOMING, CITY OF**

By: \_\_\_\_\_  
General Director - Real Estate

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

NOTE: This Lease Agreement replaces Lease Audit #A89365

**EXHIBIT B  
TO  
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)**

**Section 1.     IMPROVEMENTS.**

No improvements placed upon the Premises by Lessee shall become a part of the realty.

**Section 2.     RESERVATIONS, TITLE AND PRIOR RIGHTS.**

A.     Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B.     Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C.     Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D.     Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

**Section 3.     PAYMENT OF RENT.**

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

**Section 4.     TAXES AND ASSESSMENTS.**

A.     Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B.     If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

**Section 5. WATER RIGHTS.**

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

**Section 6. CARE AND USE OF PREMISES.**

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

**Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.**

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to

any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

## **Section 8. UTILITIES.**

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

**Section 9. LIENS.**

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

**Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.**

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

**Section 11. AS-IS.**

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

**Section 12. RELEASE AND INDEMNITY.**

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to

any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

**Section 13. TERMINATION.**

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

**Section 14. LESSOR'S REMEDIES.**

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

**Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.**

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or

any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

**Section 16. FIBER OPTICS.**

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

**Section 17. NOTICES.**

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

**Section 18. ASSIGNMENT.**

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Section 19. CONDEMNATION.**

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

**Section 20. ATTORNEY'S FEES.**

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

**Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.**

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

**Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit No. \_\_\_\_\_ and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

**EXHIBIT C**  
**Union Pacific Railroad**  
**Contract Insurance Requirements**

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

**A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

**B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

**D. Pollution Liability insurance.** If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

**E. Umbrella or Excess insurance.** If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

#### **Other Requirements**

**F.** All policy(ies) required above must include Lessor as “Additional Insured” using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor’s negligence whether sole or partial, active or passive, and shall not be limited by Lessee’s liability under the indemnity provisions of this Lease.

**G.** Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers’ liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

**I.** All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best’s Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

**J.** The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

**LEASE OF PROPERTY**  
**(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)**

**THIS LEASE** ("Lease") is entered into on \_\_\_\_\_, 20\_\_\_\_, between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **LARAMIE, WYOMING, CITY OF**, a Wyoming municipal corporation (City), whose address is City Hall, 406 E. Iginson Street, Laramie, Wyoming 82070 ("Lessee").

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**Article 1.      PREMISES; USE.**

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Laramie, Wyoming, shown on the print dated April 7, 2015, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for parking, drive-way and beautification, and purposes incidental thereto, only, and for no other purpose.

**Article 2.      TERM.**

The term of this Lease shall commence July 1, 2015, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

**Article 3.      FIXED RENT.**

A.      Lessee shall pay to Lessor, in advance, fixed rent of Five Thousand Dollars (\$5,000.00) for time period July 1, 2015 to June 30, 2016.

Lessee shall pay to Lessor, in advance, fixed rent of Fifteen Thousand Dollars (\$15,000.00) for time period July 1, 2016 to June 30, 2017.

Lessee shall pay to Lessor, in advance, fixed rent of Twenty Five Thousand Dollars (\$25,000.00) for time period July 1, 2017 to June 30, 2018. From July 1, 2017 forward the Lease will extend year to year per Article 2 of this Lease at the rate of Twenty Five Thousand Dollars (\$25,000.00).

B.      Not more than once every three (3) years. Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change. Lessor shall not redetermine rent until July 1, 2021.

**Article 4.      INSURANCE.**

A.      Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.

D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 00245-18.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:  
**UNION PACIFIC RAILROAD COMPANY**

Lessee:  
**LARAMIE, WYOMING, CITY OF**

By: \_\_\_\_\_  
General Director - Real Estate

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

NOTE: This Lease Agreement replaces Lease Audit #A89365

**EXHIBIT B  
TO  
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)**

**Section 1.     IMPROVEMENTS.**

No improvements placed upon the Premises by Lessee shall become a part of the realty.

**Section 2.     RESERVATIONS, TITLE AND PRIOR RIGHTS.**

A.     Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B.     Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C.     Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D.     Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

**Section 3.     PAYMENT OF RENT.**

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

**Section 4.     TAXES AND ASSESSMENTS.**

A.     Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B.     If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

**Section 5. WATER RIGHTS.**

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

**Section 6. CARE AND USE OF PREMISES.**

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

**Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.**

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to

any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

## **Section 8. UTILITIES.**

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

**Section 9. LIENS.**

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

**Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.**

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

**Section 11. AS-IS.**

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

**Section 12. RELEASE AND INDEMNITY.**

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to

any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

**Section 13. TERMINATION.**

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

**Section 14. LESSOR'S REMEDIES.**

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

**Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.**

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or

any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

**Section 16. FIBER OPTICS.**

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

**Section 17. NOTICES.**

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

**Section 18. ASSIGNMENT.**

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Section 19. CONDEMNATION.**

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

**Section 20. ATTORNEY'S FEES.**

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

**Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.**

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

**Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit No. \_\_\_\_\_ and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

**EXHIBIT C**  
**Union Pacific Railroad**  
**Contract Insurance Requirements**

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

**A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

**B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

**D. Pollution Liability insurance.** If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

**E. Umbrella or Excess insurance.** If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

### **Other Requirements**

**F.** All policy(ies) required above must include Lessor as “Additional Insured” using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor’s negligence whether sole or partial, active or passive, and shall not be limited by Lessee’s liability under the indemnity provisions of this Lease.

**G.** Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers’ liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

**I.** All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best’s Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

**J.** The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.



Area = 13,940 Sq. Ft. = 0.32 Acres

Area = 43,875 Sq. Ft. = 1.00 Acres

Area = 10,440 Sq. Ft. = 0.24 Acres

Area = 80,080 Sq. Ft. = 1.83 Acres

Area = 39,205 Sq. Ft. = 0.89 Acres

Total Parking Area = 68,255 Sq. Ft. = 1.56 Acres  
 Total Beautification = 10,080 Sq. Ft. = 0.23 Acres  
 Total Roadway Area = 223,540 Sq. Ft. = 5.13 Acres  
 Total Lease Area = 223,540 Sq. Ft. = 5.13 Acres

**LEGEND:**

- PARKING AREA
- BEAUTIFICATION AREA
- ROADWAY AREA
- UPPERCA. R/W OUTLINED

**UNION PACIFIC RAILROAD COMPANY**

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

LARAMIE, ALBANY COUNTY, WY

M.P. 566 - LARAMIE SUB

TO ACCOMPANY AGREEMENT WITH CITY OF LARAMIE

UP WY 2 / 514A

SCALE: 1" = 200'

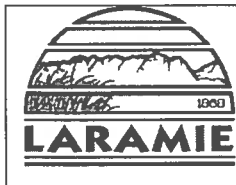
OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 4/7/2015

AJM FILE: 245-18

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SCAN FILENAME: 0024518\_WY2514A.tif



Agenda Item: Parks

Discussion Item

Title: Discussion of the Mosquito Control Program

**Recommended Board MOTION:**

Discussion Item

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**Administrative or Policy Goal:**

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

Department Objective: The implementation of the City's 2010 West Nile Virus Prevention Plan; Provide quality parks and recreation opportunities for residents and visitors to the City.

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**Background:**

The goals for the mosquito control program outlined in the 2015/16 Biennium Budget are to implement the 2010 West Nile Virus Plan thereby reducing the threat of West Nile virus cases within our community; control nuisance and vector mosquito populations for Laramie residents and visitors; and continue to partner with the Big Laramie, Little Laramie and Rock Creek Mosquito Control Districts and the Town of Rock River to coordinate and support mosquito control outside the City limits for the benefits of Laramie residents.

At the September 9, 2015 Parks, Tree and Recreation Advisory Board meeting staff was directed to prepare multiple options for the Mosquito Control Program and potential outcomes. The intent is to gather feedback from the public and the Parks, Tree and Recreation Advisory Board on the options presented below. Based on the feedback received, staff will prepare estimated costs associated with the preferred options.

Option 1: Program remains the same.

- The current program has an adopted budget of \$388,773.
- The larval control program consists of both ground applications and one (1) aerial larval treatment.
- The adult control program consists of adult fogging in town and one (1) aerial treatment outside the city limits with an organophosphate pesticide.
- The outcome is estimated at approximately 95% efficacy on treated acres.

Option 2: Same program with no organophosphate pesticides.

- This option will remain within the budget allocated or may reduce the budget slightly.
- The larval control program would remain the same as Option 1.
- The adult control program would apply permethrin pesticide rather than an organophosphate pesticide. There is also a potential for building resistance within the mosquito populations as permethrin would be the only product being applied both within the city limits and outside the city limits for adult control.
- The outcome is estimated at approximately 70%-75% efficacy on treated acres.

Option 3: Increase larval control and eliminate adult aerial control.

- This option will remain within the budget allocated or may increase the budget significantly, depending upon the number of larval applications.

- The larval control program would consist of both ground applications and up to four (4) aerial larval treatments.
- The adult control program would consist of increased adult fogging in town and no aerial applications outside the city limits.
- The outcome is estimated at approximately 80%-90% efficacy on treated acres.

Option 4: Increase larval control and remove organophosphate pesticides from adult aerial mosquito control.

- This option is essentially a blend of Option 2 and Option 3.
- This option will remain within the budget allocated or may increase the budget significantly, depending upon the number of larval applications.
- The larval control program would consist of both ground applications and up to three (3) aerial larval treatments.
- The adult control program would consist of adult fogging in town and one (1) aerial treatment outside the city limits with a permethrin pesticide.
- The outcome is estimated at approximately 80%-90% efficacy on treated acres.

Option 5: Increase larval control and increase adult aerial with no organophosphate pesticides.

- This option would likely increase the budget significantly.
- The larval control program would consist of both ground applications and up to four (4) aerial larval treatments.
- The adult control program would consist of adult fogging in town and up to two (2) aerial applications of permethrin pesticide outside the city limits.
- The outcome is estimated at approximately 75%-85% efficacy on treated acres.

Option 6: Return Program to the Pre-2010 levels of treatment.

In 2011/12, the City of Laramie was required to adhere to the Wyoming Pollutant Discharge Elimination System (WYPDES) Program. Rather than incurring the increased costs, the city reduced aerial treatments from two-four (2-4) aerial larval treatments to one (1) and reduced adult aerial treatments from up to three (3) to one (1). It should be noted that prior to 2010, the treatments had smaller acreages and timed when that particular block was ideal for mosquito control.

- This option would likely increase the budget significantly.
- The larval control program would consist of both ground applications and up to four (4) aerial larval treatments.
- The adult control program would consist of adult fogging in town and up to three (3) aerial applications of organophosphate pesticide outside the city limits.
- The outcome is estimated at approximately 95%-98% efficacy on treated acres.

Option 7: Eliminate larval control and focus on adult control.

- This option would likely decrease the budget significantly.
- The larval control program would be eliminated.
- The adult control program would consist of adult fogging in town and up to four (4) aerial applications of organophosphate pesticide outside the city limits.
- The outcome is estimated at approximately 80%-85% efficacy on treated acres.

Option 8: Discontinue the City's Mosquito Control program.

- This option would likely reduce the budget significantly.
- The Albany County Weed and Pest District categorizes mosquitoes as a pest in Albany County. The Weed and Pest District may initiate an adult mosquito control program in the county that the city could contribute funds to.
- By discontinuing the program, there may be a potential public health and safety issue with an increase in West Nile virus.
- The outcome is estimated at approximately 60%-70% efficacy on treated acres.

Staff is seeking direction by narrowing these eight (8) options to one (1) to three (3). The staff will then estimate specifics on costs, efficacy and details on what the program would look like with each option.

I would note that as part of a successful program is an integrated management approach and would ask that the public and the Parks, Tree and Recreation Advisory Board consider this when directing staff to develop details on the options presented.

Please note that the City Council has tentatively scheduled a work session to discuss the Mosquito Control program and the aerial application of pesticides for November 10, 2015 at 6:00 pm.

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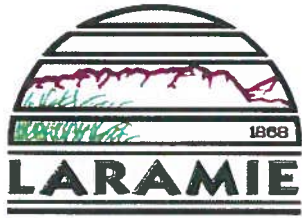
**Legal/Statutory Authority:**

N/A

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**Responsible Staff:**

David Schott, Parks Manager, 721-5264, dschott@cityoflaramie.org



**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  
Administration: (307) 721-3572

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### Memorandum

To: Parks, Tree, and Recreation Advisory Board

From: David Schott, Parks Manager

Date: October 14, 2015

Re: Parks Division Staff Report

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Dear Members of the Parks, Tree, and Recreation Advisory Board,

The Parks Division is committed to providing excellent recreational experiences for our residents and visitors. Staff is currently involved in the following items.

- Scott Hunter has accepted the Parks Crew Supervisor position. Staff will be recruiting for the Cemetery Crew Leader position vacated by Scott.
- Staff has received a resignation from Jonathan Bach. His last day will be October 23<sup>rd</sup>. Staff will then begin the recruitment process to fill the vacant Senior Parks Maintenance Worker position.
- The staff has submitted a Wyoming Cultural Trust Fund grant application for lighting upgrades to the Edgar. J Lewis Bandshell at Washington Park prior to repairing and painting. In March, Council considered and approved Resolution 2015-26 in support of the grant application for \$23,000. The award was approved in the reduced amount of \$10,000. Staff has reduced the scope of the project for the ambient lighting and will begin the project this fall. Painting and repairs is schedule for the spring of 2016. The grant agreement is expected to be executed in October.
- 2015 Community Service Day preliminary report. Full report available at the November Parks, Tree and Recreation Advisory Board meeting.
- Imperial Heights Park is on track to have phase 1 and phase 2 begin construction in the spring. Staff hopes to le the project to bid in December/January. The Land and Water grant for phase will have phase 2 as an amendment to be considered by Council on October 20<sup>th</sup>.
- The baseball infields at Red and Green Field at the Little League Complex have been re-built in preparation for the Wyoming State Little League championships in the summer of 2016.
- Mosquito control has concluded operations for the season.
- A public meeting for the Scout Park Development Project was held on October 8th at the Laramie Junior High School Library.
- The City Arborist has completed the updated tree inventory and assessment of the public right of way trees in the "tree area" updating the tree inventory and assessment that was completed in 1998 by the Wyoming State Forestry Division.
- The adopted Community Forest Stewardship Plan is currently being printed for distribution in October.
- The staff will being the aeration and fertilization of all parks will begin in mid-September and will be completed by early October.

- The staff has begun winterization of the parks including irrigation and restrooms. This will continue through October. Lights on the parks are being reduced to coincide with the shorter days. Hours will be from 6 am to 8:30 pm. In early November the lights will be reduced to 6 am to 6 pm for the winter season. Restroom are being closed as they are winterized.
- The staff will begin leaf clean up in early October and continue until snow begins. The City Arborist is working on replacement trees and has completed the Patel donation that planted twenty one (21) trees on the northeast corner of Reynolds Street and 30th Street. This is in addition to the twenty five (25) existing trees already donated to the City.

Respectively Submitted,

*David R. Schott*

David Schott  
Parks Manager

## Laramie River Greenbelt Trail Count 2015

### North (located on the east end of UPRR trestle bridge)

Month:	Total:	Notes:
January	1,638	Checked and reset Feb. 2, 2015
February	1,700	Battery Change. Checked and reset Mar. 2, 2015
March	3,233	Checked and reset Apr. 2, 2015
April	3,371	Checked and reset May 1, 2015
May	2,617	Checked and reset Jun. 1, 2015
June	2,346	Battery Change. Checked and reset Jun. 30, 2015
July	3,621	Checked and reset Jul. 31st, 2015
August	4,935	Checked and reset Aug. 31, 2015
September	3,303	Mid-month
October		
November		
December		

<b>Yearly Total (North):</b>	26,764
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<b>Average Per Month:</b>	2,974
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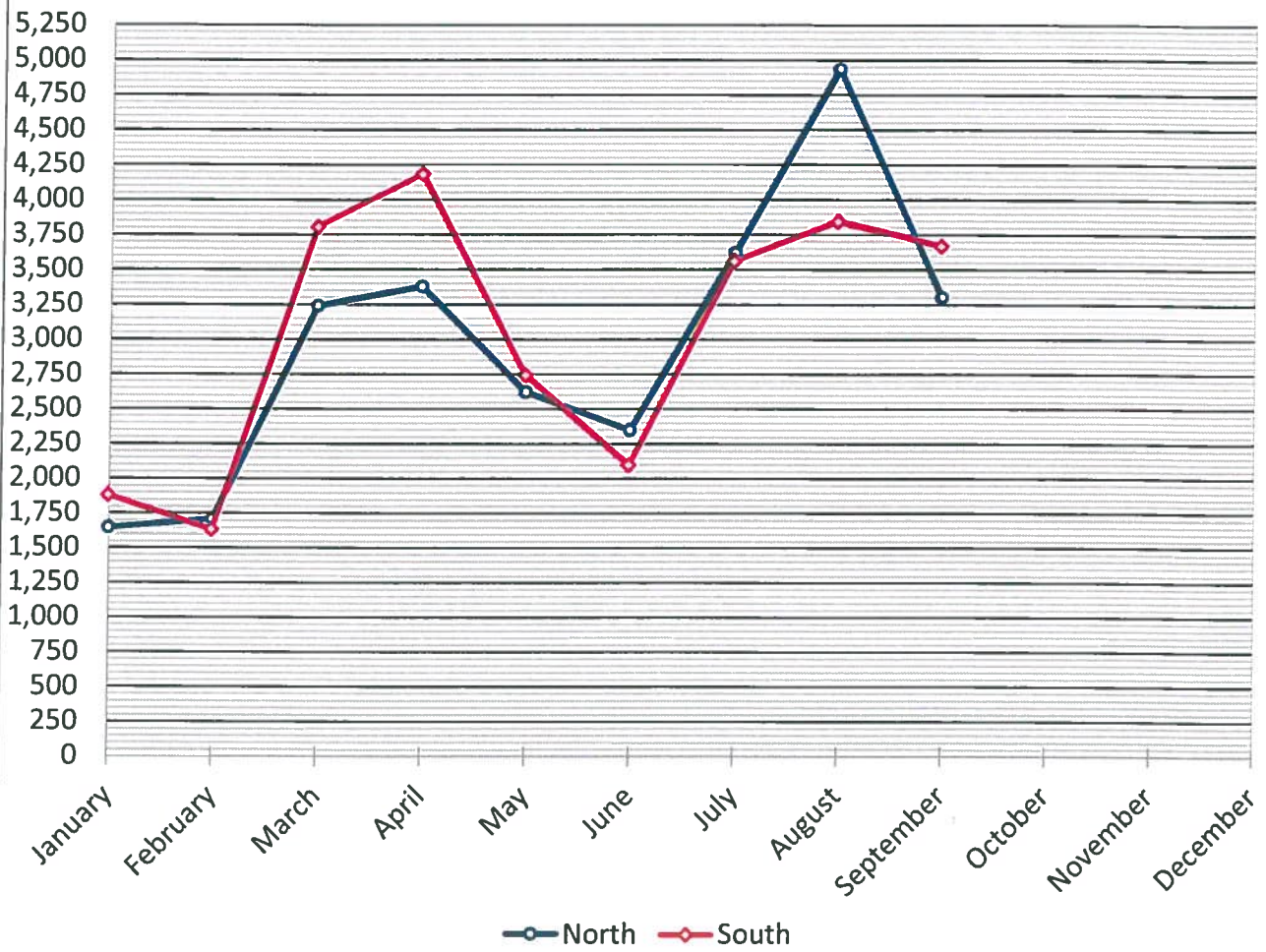
<b>Average Per Week:</b>	723
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### South (located just south of Optimist Park trailhead and playground)

Month:	Total:	Notes:
January	1,872	Checked and reset Feb. 2, 2015
February	1,627	Battery Change. Checked and reset Mar. 2, 2015
March	3,803	Checked and reset Apr. 2, 2015
April	4,179	Checked and reset May 1, 2015
May	2,741	Checked and reset Jun. 1, 2015
June	2,097	Battery Change. Checked and reset Jun. 30, 2015
July	3,564	Checked and reset Jul. 31, 2015
August	3,850	Checked and reset Aug 31, 2015
September	3,673	Mid-month
October		
November		
December		

<b>Yearly Total (South):</b>	27,406	Notes:
<b>Average Per Month:</b>	3,045	
<b>Average Per Week:</b>	741	
<b>Yearly Total (North and South)</b>	54,170	

# Laramie River Greenbelt Trail Count 2015



# Recreation Division Staff Reports

For the Month of :                      September                      2015

Presented by: Jodi Guerin

### **Ice & Event Center**

-Efforts in September focused on building ice, training staff and cleaning the facility.

-Staff received training in Customer Service, Food Safety, Front Desk Operations, First Aid and Emergency Response.

-Additionally, skate instructors have developed lesson plans for Learn to Skate Lessons and Assistants have been trained in ice grooming.

-October 1 is opening day for public use of the ice arena.

# September Fitness User Counts

Drop -in Vists	
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Member	335
Non-Member	189

<b>Totals</b>	<b>524</b>
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Fitness Pass Visits	
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6 Month Pass	74
12 Month Pass	92

<b>Totals</b>	<b>166</b>
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August User Counts	690
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### September

The introduction of our new drop-in classes have been a huge success. Hardcore TBT, Body Power, Yoga Strength and Balance have been going strong with above 5 on average. Even Tai Chi is having a consistant group ranging from 2 -5 participants.

Looking forward to Free Day - We expanded the schedule to offer more classes for the members and guests to try. Including a ViPR class.

Participants are eager to find out who will win the 6 month fitness pass on Saturday.

Working with Personal Trainers to create a New Years "Biggest Loser" challenge class, but to also encourage new clients for Trainers.

With FF&E funds our new equipment has completely changed the group fitness section. Classes now have enough equipment to run and participants don't have to share.

The new equipment has added new life into the group fitness section.

## **Monthly User Count Information September 2015**

### **Adult Softball**

The Coed Softball League concluded in the middle of September. The weather was excellent for the entire Coed season, which allowed us to complete the season over a week earlier than past years. Teams were pleased to have completed earlier allowing them to not be as effected by the start of UW's fall term and bow hunting season. There have been discussions about swapping the Coed and Men's & Women's softball seasons (running coed first) to help alleviate some of the congestion with our limited baseball and softball facilities.

### **Adult Volleyball**

The season is in full swing for the Adult Volleyball League and our four divisions. This fall season we have 30 teams participating, which is several more than we have had in recent seasons. The volleyball league is exemplary in the behavior of participants. We do not hire sports officials for this league, instead rely on the teams to call their own infractions. This results in a higher level of sportsmanship and integrity. The league will run through the end of November.

### **Facilities Coordination**

Despite being fall time, the City of Laramie Parks and Recreation Department is still working hard to maintain and prepare playing surfaces all over town. The month of September held several large athletic programs including LSA Soccer, Blizzard Soccer, UW Softball, UW Flag Football, a Rugby Tournament, and even some American Legion Fall League Baseball Games.

September, 2015

Leisure		8 Lane	Steam/Sauna	Daily Totals
102	1	54	12	168
88	2	79	19	186
96	3	87	23	206
91	4	64	17	172
118	5	82	27	227
83	6	29	11	123
67	7	63	8	138
99	8	79	16	194
82	9	83	13	178
90	10	84	17	191
107	11	66	14	187
109	12	72	19	200
93	13	44	18	155
75	14	53	13	141
88	15	96	19	203
102	16	84	18	204
79	17	85	15	179
133	18	72	10	215
117	19	59	22	198
80	20	22	9	111
86	21	94	14	194
74	22	149	9	232
123	23	97	25	245
61	24	25	6	92
91	25	62	9	162
80	26	68	12	160
103	27	18	3	124
171	28	69	19	259
109	29	50	13	172
118	30	96	14	228
2915	Total	2085	444	5444

### Aquatics Notes

1. Session 2 of the swim lessons began sept. 28<sup>th</sup> and has 58 participants.

2. Saturday swim lessons began on Sept. 5<sup>th</sup>.

3. Dog Day at the Pool (sept. 7<sup>th</sup>) was a success, with 31 members dogs and 61 non members dogs participating.

## SACC Enrollment - Fall 2015

There are currently 66 children enrolled in the SACC program, with the following breakdown of registration, by day of week:

<b>M</b>	<b>T</b>	<b>W</b>	<b>Th</b>	<b>Fr</b>
38	42	46	46	42

The following is actual attendance for January 2015:

<b>M</b>	<b>T</b>	<b>W</b>	<b>Th</b>	<b>F</b>
	<b>9/1/15</b>	<b>9/2/15</b>	<b>9/3/15</b>	<b>9/4/15</b>
	43	47	47	41

<b>M</b>	<b>T</b>	<b>W</b>	<b>Th</b>	<b>F</b>
<b>9/7/15</b>	<b>9/8/15</b>	<b>9/9/15</b>	<b>9/10/15</b>	<b>9/11/15</b>
Labor Day	40	49	49	33

<b>M</b>	<b>T</b>	<b>W</b>	<b>Th</b>	<b>F</b>
<b>9/14/15</b>	<b>9/15/15</b>	<b>9/16/15</b>	<b>9/17/15</b>	<b>9/18/15</b>
40	41	43	41	35

<b>M</b>	<b>T</b>	<b>W</b>	<b>Th</b>	<b>F</b>
<b>9/21/15</b>	<b>9/22/15</b>	<b>9/23/15</b>	<b>9/24/15</b>	<b>9/25/15</b>
37	43	42	50	38

<b>M</b>	<b>T</b>	<b>W</b>	<b>Th</b>	<b>F</b>
<b>9/28/15</b>	<b>9/29/15</b>	<b>9/30/15</b>		
Full Day	42	45		

### SACC Updates

September Clubs include STEM, Cooking, Mythology, Superhero Boot Camp, Swimming, Gym & Yard Games. Our partnership with Abundance Creative Arts Center to provide art, dance, music, theatre, creative writing, and yoga continues as an ever-popular weekly club option for the children.

After recruiting for a Head Teacher, Katie Chapple was promoted to fill the position. She will be in this position until she leaves for student teaching in January, so we will be recruiting for someone to fill the position next semester. If you know of anyone who may be qualified and interested, please direct them to [www.cityoflaramie.org](http://www.cityoflaramie.org) to complete an application.

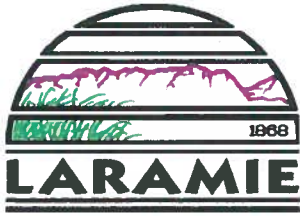
**City of Laramie Recreation  
CHILD CARE**

**January - December 2014/15**

<b>Activity/Program</b>	<b>#s</b>	<b>Income</b>	<b>Hours</b>	<b>Personnel</b>	<b>Materials</b>	<b>Net Income</b>
<i>Child Care - January 2015</i>	98	\$367.00	60.50	\$540.00		-\$173.00
<i>Child Care - January 2014</i>	121	\$429.00	69.25	\$630.59		-\$201.59
<i>Child Care - February 2015</i>	62	\$233.00	59.00	\$525.00		-\$292.00
<i>Child Care - February 2014</i>	152	\$461.50	57.52	\$508.65		-\$104.67
<i>Child Care - March 2015</i>	66	\$257.50	50.00	\$437.50		-\$180.00
<i>Child Care - March 2014</i>	110	\$405.00	57.70	\$502.70		-\$97.70
<i>Child Care - April 2015</i>	67	\$281.50	54.50	\$476.87		-\$195.37
<i>Child Care - April 2014</i>	107	\$392.00	48.50	\$370.24		21.76
<i>Child Care - May 2015</i>	55	\$205.50	36.00	\$322.92		-\$117.42
<i>Child Care - May 2014</i>	130	\$495.00	49.25	\$214.50		\$280.50
<i>Child Care - June 2015</i>	47	\$179.50	36.00	\$322.93		-\$143.43
<i>Child Care - June 2014</i>	89	\$371.00	30.00	\$269.10		\$101.90
<i>Child Care - July 2015</i>	37	\$145.00	23.25	\$204.43		-\$59.43
<i>Child Care - July 2014</i>	87	\$304.50	28.00	\$251.16		\$53.34
<i>Child Care - August 2015</i>	28	\$106.00	20.25	\$189.35		-\$83.35
<i>Child Care - August 2014</i>	74	\$259.00	30.00	\$269.10		-\$10.10
<i>Child Care - September 2015</i>	33	\$123.50	34.50	\$304.30		-\$180.80
<i>Child Care - September 2014</i>	86	\$304.00	43.00	\$390.69		-\$86.69
<i>Child Care - October 2014</i>	104	\$430.00	46.75	\$419.37		\$10.63
<i>Child Care - November 2014</i>	98	\$361.00	45.00	\$403.66		-\$42.66
<i>Child Care - December 2014</i>	60	\$229.50	34.25	\$307.22		-\$77.72
<b>TOTAL 2015:</b>	<b>493</b>	<b>\$1,898.50</b>	<b>\$374.00</b>	<b>\$3,323.30</b>	<b>\$0.00</b>	<b>-\$1,424.80</b>
<b>TOTAL 2014:</b>	<b>1218</b>	<b>\$4,441.50</b>	<b>539.22</b>	<b>\$4,536.98</b>		<b>-\$95.48</b>

CONCESSIONS 2014/15

	Front Desk		Outdoor Pool		Merchandise		Ice Arena	
	Count	Sales	Count	Sales	Count	Sales	Count	Sales
January, 2015	1078	\$1,373.19			110	\$689.36	2454	\$4,093.71
January, 2014	1926	\$2,016.92	1	\$0.47	211	\$1,019.68	2685	\$3,679.54
February, 2015	947	\$1,229.30			163	\$699.79	1228	\$2,008.65
February, 2014	1372	\$1,433.28	89	\$63.92	202	\$1,023.83	2128	\$2,811.27
March, 2015	1553	\$2,088.07			219	\$839.51	508	\$800.03
March, 2014	1624	\$1,696.35	1	\$2.35	185	\$699.14	1061	\$1,482.03
April, 2015	1201	\$1,577.79			228	\$928.15	225	\$345.24
April, 2014	1551	\$1,710.35	0	0	155	\$649.32	142	\$195.92
May, 2015	743	\$984.47			122	\$317.59	220	\$967.02
May, 2014	994	\$1,057.67	0	\$0.00	138	\$548.27	393	\$1,510.81
June, 2015	818	\$1,062.11	1912	\$3,025.70	225	\$954.38	55	\$72.88
June, 2014	1080	\$1,076.96	576	\$768.12	168	\$986.17	702	\$852.61
July, 2015	684	\$922.12	1356	\$2,156.01	209	\$1,016.88	123	\$149.33
July, 2014	875	\$984.09	1930	\$2,420.35	206	\$1,204.21	80	\$111.78
August, 2015	484	\$657.01	817	\$1,269.80	158	\$642.96	262	\$339.85
August, 2014	489	\$514.97	841	\$1,113.58	93	\$399.76	66	\$67.39
September, 2015	773	\$1,027.87			194	\$521.09	17	\$36.14
September, 2014	680	\$661.96	36	52.84	98	\$568.05	1	\$1.65
October, 2015								
October, 2014	959	\$1,220.54			93	\$497.41	1835	\$3,175.80
November, 2015								
November, 2014	911	\$1,164.98			106	\$635.81	2012	\$3,339.26
December, 2015								
December, 2014	710	\$873.68			83	\$418.17	1815	\$3,043.90
<b>2015 TOTALS</b>	<b>8281</b>	<b>\$10,921.93</b>	<b>4085</b>	<b>\$6,451.51</b>	<b>1628</b>	<b>\$6,609.71</b>	<b>5092</b>	<b>\$8,812.85</b>
<b>2014 TOTALS</b>	<b>13171</b>	<b>\$14,411.75</b>	<b>3574</b>	<b>\$4,421.63</b>	<b>1738</b>	<b>\$7,715.60</b>	<b>12910</b>	<b>\$20,271.96</b>



**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

October 14, 2015

To: Parks Tree & Recreation Advisory Board  
Fr: Scott Stevenson Facilities Maintenance Manager  
Re: Division Staff Report October, 2015

- The process of winterizing the Washington Park wading pool and the Splash Pad at Undine Park has been completed. The Recreation Center Outdoor Pool winterization will be completed in October.
- A new, height adjustable, ADA compliant, podium has been purchased and will be installed in Council Chambers in early October.
- The Ice and Event Center chiller compressor "A" replacement project, originally scheduled to be advertised for bid in late September, will be completed at no cost to the City, by Long Building Technologies. A Long Building Technologies technician was completing the quarterly preventative maintenance checks on the Ice & Event chiller compressor while the chiller was in operation and accidentally shorted out the "A" compressor.
- The staff received no submittals to the Requests for Qualifications for a structural engineering evaluation of the City Hall Annex building. With this being the case, the staff will contact licensed structural engineers to see if there is any interest in addressing this issue.
- Quotes are due in October, for supplying and installing an ultra violet secondary disinfection system on the Recreation Center spa. The spa currently uses ozone for secondary disinfection and this system is in need of replacement.
- The Facilities Crew Leader recently passed the Wyoming Limited Light Fixture Technician test and is now licensed as a Limited Light Fixture Technician. The Facilities Division has a Wyoming Limited Light Fixture Contractors license and will now be able to begin educating two more Apprentice Lighting Technicians.

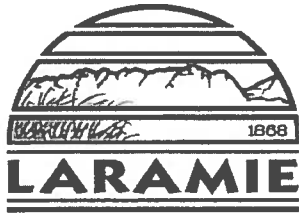
Respectively Submitted,

Scott Stevenson,

Facilities Maintenance Manager

# Parks and Recreation Capital Projects FY16

Project	Project Code	Project Manager	GL Acct.	Budget Amount	Total Project Expenditures	Balance	% of Total Budget Expended	Status	Comments
Cirrus Sky Tech Park Trail	CCCSTR		300-3325-410.79-00	\$ 1,053,139					
Jacoby Golf Course Rural Trail Development	PRDJTD		310-3110-410.45-25	\$ 100,000					
Non-potable Irrigation	CCNPIR		300-3325-410-79-55	\$ 120,000					
Undine Pavilion-Gazebo (Design)	CCUPGZ		300-3325-410.79-00	\$ 27,000					
Scout Park Development	CCSPDV		300-3325-410.79-00	\$ 275,000					
Midwest Trunk and Sporting Goods Clock	CCDTCL		300-3325-410.79-00	\$ 20,000					
Police Dept Roof Replacement	PRFPDR		100-4020-419.72-00	\$ 20,000					
Annex roof replacement	PRFAXR		100-4020-419.72-00	\$ 20,000					
Annex cornice Repair & Painting	PRFACR		100-4020-419.72-00	\$ 30,000					
Ice & Events Center Compressor Repl:	PRICCR		100-5045-451.76-10	\$ 95,625					
Imperial Heights Park Playground	PRIHPP		100-5015-452.76-10	\$ 154,441	\$ 1,240				
Community Service Day Beautification	PRPCSD		100-5015-452.79-00	\$ 51,949					
UW Athletics & Alpine Tennis Association	PRDAT6		310-3110-410.45-25	\$ 75,000					
Bandshell Painting & Repair	PRPBSP		100-5015-452.79-00	\$ 40,000					
Little League Complex Fence Replacement	PRDLLC		310-3110-410.79-00	\$ 54,937					
Cemetery House & Shop Upgrades	PRCHSU		100-5020-452.72-00	\$ 6,858					
Phase 7 Irrigation system	PRGIIR		100-5020-452.79-00	\$ 2,500					
West Gateway Beautification	CCWLSR		300-3315-410.73-20	\$ 60,000					
Park Shelter upgrades	PRPS07		100-5015-452.72-00	\$ 1,808					
Aragon Central Irrigation Controllers	PRSAOI		100-2015-452.73-00	\$ 21,000					
Land and Open Space Donation	CCLOSD		300-3325-410.30-05	\$ 40,114					
<b>\$ 2,319,371.00</b>			<b>Total Expenditures:</b>	<b>\$ -</b>	<b>% of Budget Expended:</b>			<b>0%</b>	
Recreation Center SPT improvements	PRZFIT			\$ 978,829					
Ice & Event Center SPT improvements	PRICEL			\$ 29,022					
Outdoor pool SPT improvements	PROP16			\$ 15,296					
Cowboy Field Infield Reconstruction	PRSSBLR			\$ 149,250					
Rage and Shock Youth BB	PRDRSB		310-3110-410.45-25	\$ 7,200					
Laramie Soccer Assn	PRDLS6		310-3110-410.45-25	\$ 11,811					
Laramie Youth Baseball	PRLYBE		310-3110-410.45-25	\$ 7,155					
Laramie Barnstormers	PRDBS6		310-3110-410.45-25	\$ 3,000					
Laramie Early Learning Cooperative	PRDEL6		310-3110-410.45-25	\$ 7,507					
Laramie Rifle Range	PRDRR6		310-3110-410.45-25	\$ 9,715					
Laramie RR Depot Board	PRDDP6		310-3110-410.45-25	\$ 20,000					
Laramie Blizzard Soccer	PRDBZ6		310-3110-410.45-25	\$ 12,960					
Greater Main Street Alliance	PRDMS6		310-3110-410.45-25	\$ 11,488					
Greater Big Brothers/Big Sisters of WY	PRDBB6		310-3110-410.45-25	\$ 25,000					
Concrete & Asphalt improvements	PRPCAI			\$ 32,500					
Laramie Amateur Hockey Club	PRDLH6		310-3110-410.45-25	\$ 14,250					



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TDD (307) 721-5295

October 5, 2015

To: Janine Jordan, City Manager

Fr: Paul Harrison, Parks and Recreation Director

Re: Department Report October 2015

**Parks and Recreation Administration:**

- The staff received 5 submittals in response to the "Request for Qualifications" for the Cirrus Sky Trail engineering design service work. The review committee has evaluated the written submittals and are scheduling interviews for later in October.
- The Ad Hoc Advisory Committee met on September 30 and has directed the staff to remove all text and map references throughout the Master Plan documents that relates to areas outside the City limits, within the 1-mile extraterritorial areas, and has requested that within the goals that "The City and County work together to identify and plan for future parks and recreation elements in these areas". Once the staff have completed these major edits, the Ad Hoc Committee has recommended the Master Plan approval process begin again.
- The staff are preparing a Daniels Fund grant application for partially funding the resurfacing cost of the Alpine Tennis Association. The City staff were notified that the Cowboy Baseball Infield Improvement Project grant must be closed out, prior to considering the tennis court resurfacing project. The University has re-bid the project for completion in the spring of 2016 and is proceeding with awarding the bid.

**Facilities Management Division:**

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**Recreation Division:**

- The Recreation Center free day for Albany County residents was held on October 3 to memorialize our original opening day on October 4, 2004. The attendance has not yet been tabulated, but was lower than anticipated. The staff provided free games and activities, tours and light refreshments.
- The 2015/16 ice season commenced on October 1 and a free day for the Ice & Event Center is scheduled for October 10 with two free skate sessions.
- UW Men's Hockey games began on October 2 and 3 with games against the Air Force Team.
- The new preschool program sponsored by the Basic Beginnings, the City of Laramie, the Ellbogen Foundation and the Wyoming Early Childhood Partnership has begun with seventeen children registered. Classes are available on Monday and Wednesday afternoons and Tuesday and Thursday mornings and require parental participation.

- The School Aged Childcare program has a total of sixty six children registered this semester and will be holding half day and all day programs on October 14, 15 and 16 during parent teacher conferences.
- A new "Kids Krafternoon" program will take place on October 10 at the Recreation Center. This program will provide fall themed arts and crafts activities for children ages K-6 from 2-5pm and will include a light snack.
- Fitness equipment for the new fitness rooms is still being delivered and includes additional spin bikes, weighted fitness equipment and new sound systems for each room. The new strength oriented fitness classes are proving popular with the patrons and members who attended fitness classes in September are entered into a drawing for a fitness pass.
- The staff are working with LCCC to provide space for some of their new enrichment programs. During the upcoming semester, the Recreation Center will host classes in felting, cryptography, and meditation. We anticipate increasing partnership opportunities in enrichment moving into the future as they expand offerings.
- October swim lessons began on September 28 to good enrollment numbers. We have a total of 45 children enrolled.
- Laramie High School swim meets in October are scheduled for the 2, 3, and 23 of October and will cause some closures in the 8 lane pool. Laramie Swim Club Fall Harvest swim meet is scheduled for November 7 and 8 and will cause closures throughout the Recreation Center on those days.
- Volleyball activities begin on September 28 and have a larger number of teams signed up at 32 teams in the Women's and Coed divisions.

### **Parks Division:**

- The 2015 Community Service Day Project site is located on Snowy Range Road from I-80 to Garfield Street. The date has been set for October 10 to align with the UW's "Big Event" of volunteer efforts. Breakfast will be served at 7:30 am in the parking lot of the Wyoming Territorial Prison after which the volunteers will plant eighty three trees, shrubs and perennials along Snowy Range Road.
- The baseball infields at Red and Green Field at the Little League Complex have been re-built in preparation for the Wyoming State Little League championships in the summer of 2016.
- Mosquito control has concluded all adult surveillance operations for the season. The mosquito staff is preparing general options for larval and adult control for consideration by the Parks, Tree, and Recreation Advisory Board in October.
- A public meeting for the Scout Park Development Project is scheduled for October 8<sup>th</sup> at the Laramie Junior High School Library at 6:30 pm. This public meeting will focus on the Council approved conceptual plan done in 1997 and discuss if this plan meets the current needs of the community in 2015.
- The City Arborist has completed the updated tree inventory and assessment of the public right of way trees in the "tree area" updating the tree inventory and assessment that was completed in 1998 by the Wyoming State Forestry Division. The updated information will be presented to the Parks, Tree and Recreation Advisory Board in November.
- The adopted Community Forest Stewardship Plan is currently being printed for public distribution in October.
- The staff have completed the fertilization of all parks will begin aeration in October for completion before the winter season arrives.
- The staff have started the winterization of the parks including irrigation and restrooms beginning in late September and continuing through October.
- The staff will begin leaf clean up in early October and continue until the winter season begins.
- The Parks Division has promoted the current Cemetery Crew Leader to the vacant Parks Supervisor position, effective on October 1, 2015.
- The Senior Parks Maintenance Worker assigned to the parks services duties has resigned his position to accept another position out of state.