

**Agenda Item: Minutes**

Title: Minutes of the October 14, 2015 Parks, Tree and Recreation Advisory Board Meeting

Recommended Council MOTION:

I move that Council acknowledge receipt of the Minutes from the October 14, 2015 meeting of the Parks, Tree and Recreation Advisory Board and that the following recommendations be approved as indicated:

1. To acknowledge receipt of the Recreation Center membership reports for September 2015.
2. To acknowledge receipt of the 2015 Festival of the Arts staff report.
3. To acknowledge receipt of the 2015 Dog Day in the Park and Dog Day in the Outdoor Pool.
4. To approve the Facility Use Agreement between the City of Laramie and the Laramie Physicians for Women and Children, PC for providing pre-natal exercise classes for their clients once a week for a fee of \$200 per month through December 31, 2016.
5. To approve the Loan Agreements between the City of Laramie and the University of Wyoming Art Museum for two sculptures, Robert Russin's "First Steps" and John Kearney's "Alligator".
6. To acknowledge that the Parks, Tree and Recreation Advisory Board has appointed member Chris Dixon to the Exploratory Committee to assess the need for a Youth Sports/Leisure Complex in Albany County.
7. To approve the request from Project Graduation 2016 for a fifty percent discount on the facility use cost for the Ice & Event Center for Project Graduation 2016.

Administrative or Policy Goal:

City Council Goal: Multi-Modal Public Access – Preserve park land, open space, and public trails for future generations

Comprehensive Plan: Chapter 4 Parks & Recreation

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

Background:

Minutes from the October 14, 2015 Parks, Tree and Recreation Advisory Board meeting.

Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:

N/A

Responsible Staff:

Paul Harrison, Parks and Recreation Director at 721-5260.

Attachments:

Minutes from the October 14, 2015 Parks, Tree and Recreation Advisory Board meeting.

____ City Manager

____ City Attorney

 Parks & Recreation

**CITY OF LARAMIE
PARKS, TREE & RECREATION ADVISORY BOARD
October 14, 2015
Minutes of Meeting**

MEMBERS PRESENT: Chris Dixon, Marius Favret, Larry Foianini, Phyllis Herdendorf, Jacque Stonum, Dave Hammond, Jamie Le Jambre, Amy Williamson

MEMBERS NOT PRESENT: Steve Ropp

COUNCIL LIASON: None

GUESTS: Jamie Egolf, Sylvia Bagdonas, Helen Coates, Jenny Madsen

CITY OF LARAMIE STAFF PRESENT: Paul Harrison, Parks & Recreation Director; Kason Walton, Acting Recreation Manager; David Schott, Parks Manager; Inez Wildenborg, Administrative Assistant

The regular meeting was called to order by Madam Chair Jacque Stonum at 6:32 pm.

Consent Agenda:

1. To approve the minutes from the September 9, 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 2015 Festival of the Arts staff report.
4. To acknowledge receipt of the staff report on Dog Day in the park and Dog Day in the Outdoor Pool.
5. To approve the Facility Use Agreement between the City of Laramie and the Laramie Physicians for Women and Children, PC for providing pre-natal exercise classes for their clients once a week for a fee of \$200 per month through December 31, 2016.
6. 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" and John Kearney's "Alligator".
7. 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.

Motion by Favret, second by Foianini that the Consent Agenda be approved as indicated within the staff reports. Motion carried 8-0

Regular Agenda:

- 1. Consideration of Resolution – AB18 to appoint an Advisory Board member to the Exploratory Committee to assess the need for a Youth Sports/Leisure Complex in Albany County.**

Motion by Foianini, second by Le Jambre to recommend that The Parks, Tree, and Recreation Advisory Board approve Resolution 2015-AB18 appointing Chris Dixon to the exploratory Committee to assess the need for a Youth Sports/Leisure Complex in Albany County. Motion carried 8-0.

- 2. Consideration of the request from Project Graduation 2016 for a fifty percent discount on the facility use cost for the Ice & Event Center for Project Graduation 2016.**

Motion by Le Jambre, second by Williamson 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. Motion carried 8-0.

- 3. Consideration of the proposed lease for Depot Park between the City of Laramie and the Union Pacific Railroad for leasing Depot Park.**

Harrison presented a brief statement on the background of the original lease agreement between the Union Pacific Railroad and the City of Laramie. The staff believes 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.

Motion by Hammond, second by Williamson, to 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.

Harrison noted that the City Council is planning on scheduling a work session for November 10, 2015 to discuss this issue and options in further detail. Williamson moves to table motion until after the Council has held a work session on this issue, Le Jambre seconds. Motion carried 8-0

4. Discussion of the Mosquito Control Program

Schott presented background information on the implementation of the City's 2010 West Nile Virus Prevention Plan thereby reducing the threat of West Nile Virus cases within the community, with the intent to gather feedback from the public and the Parks, Tree, and Recreation Advisory Board on the options presented below; Options #1-8:

Schott also stated that 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.

(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)

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.

With the consideration of public comments on the various options, Motion by Williamson, second by Le Jambre, to recommend Options #1, #2, and #4 with an integrated management approach for further consideration along with a detailed estimate for specifics on methodology, costs, efficacy, and on what the program would look like with each option. Motion carried 8-0.

Staff Reports FYI:

- Schott presented Parks Division Staff updates to the Board.

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

New Business:

- Harrison introduced two members from the City Youth Council; Rachel Huang and Caitlin Huang.
- Hammond acknowledged that Paul Harrison was designated as the WRPA Fellow of 2015.
- Harrison acknowledged that Blaise Grant received the award for Outstanding Young Professional at the WRPA conference.
- Next Parks, Tree, and Recreation Advisory Board Meeting is scheduled for November 11, 2015 at 6:30pm.
- Harrison updated the Board on the recruitment schedule for a new Parks and Recreation Director with the community forum and interviews scheduled for November 12-13, 2015.

Public Comments:

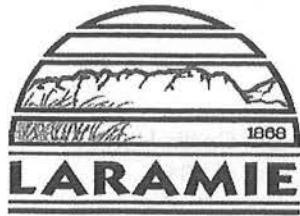
None

Meeting adjourned at 8:29 pm.

Respectfully Submitted,



Inez Wildenborg
Administrative Assistant
Parks and Recreation, City of Laramie



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

Nov. 3, 2015

To: Parks, Tree & Recreation Advisory Board
From: Jodi Guerin, Recreation Manager
Re: Free Day Recap

Free Day this year at the Recreation Center was held on October 3rd as a combination of anniversary celebration and grand opening for the expansion areas. Weather was very nice that day and although we had lots of activities planned and had marketed the day well in advance we had pretty low turn-out at approximately 200 individuals.

Activities included fall crafts, a basketball free throw contest, pool inflatables and fitness classes all day. Additionally, we had light refreshments and some free marketing give-away items such as towels, lip balm and shoe wallets. We awarded an annual pass to individuals in each of our age categories and we awarded a six month fitness pass to attendees of fitness classes during September.

Free Day at the Ice & Event Center was the following Saturday on the 10th of October and we offered two free skating sessions. Participation was on par with past years at approximately 300 individuals visiting the facility.

Staff are considering if Free Day at the Recreation Center should coincide in the future with the original opening day, or be geared to a different goal. In the past, Free Day was a thank you to the taxpayers of our community as well as an opportunity to enable community members who aren't members to see what the Recreation Center has to offer. The low turn-out would indicate that most people have visited the facility and perhaps we want to use the free day for a different purpose such as introducing new programs which might be better accomplished at a different time of year.

Your suggestions and input would be most appreciated as we consider our free day schedule in the future.

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING November 11, 2015



Agenda Item: Parks

Discussion Item

Title: 2015 Community Service Day Report.

Recommended Board MOTION:

Discussion Item

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.

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

The Board will support continuing the Tree City USA designation.

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

Background: The Laramie Economic Development Corporation created a Beautification Committee to encourage, promote and enhance the visual aesthetics of the Laramie community. Over the previous fourteen years the Laramie Beautification Committee has assisted with cleanup and beautification projects in and around Laramie including; recently, Harney Street and 15th Street. The Laramie Beautification Committee and the Community Service Day Committee have worked together to improve and beautify Laramie. Again this year, the University of Wyoming has joined forces with the Laramie Beautification Committee and is encouraging students, faculty and staff to participate in Community Service Day. To this end, Community Service Day will align with the University's Big Event.

On Saturday, October 10th at the historic Laramie Territorial Prison the Community Service Day Committee volunteers served a full hot breakfast to Community Service Day volunteers. This was followed with the planting of thirty-seven (37) trees, thirty-two (32) shrubs, and thirty (30) perennials for a total of ninety-nine (99) plantings along the north and south side of Snowy Range Road between I-80 and Garfield St.

Turn out for the event was lower than expected with thirty-seven volunteers. However, the project was completed with hard work from staff and the volunteers.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Contribution	\$10,000.00	Laramie Beautification Committee Contribution
Contribution	\$10,000.00	University of Wyoming Contribution
Loan		
Other		
Total	\$20,000.00	

EXPENSE

Proposed Project Cost.

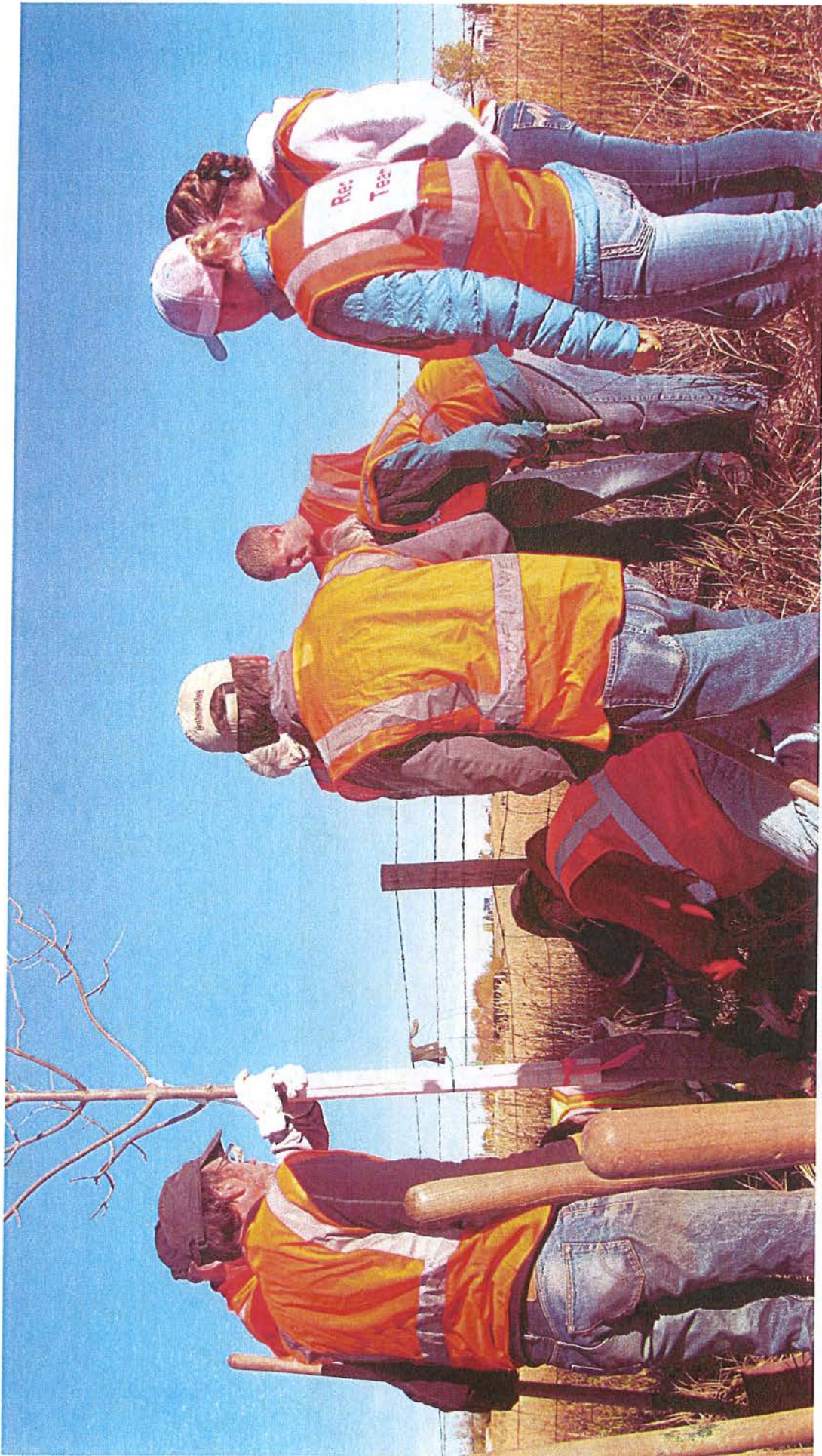
Project	Amount	Funds
Project Cost	\$20,000.00	City of Laramie General Fund
Project Cost	\$10,000.00	Laramie Beautification Committee Contribution
Project Cost	\$10,000.00	University of Wyoming Contribution
Total Amount	\$40,000.00	

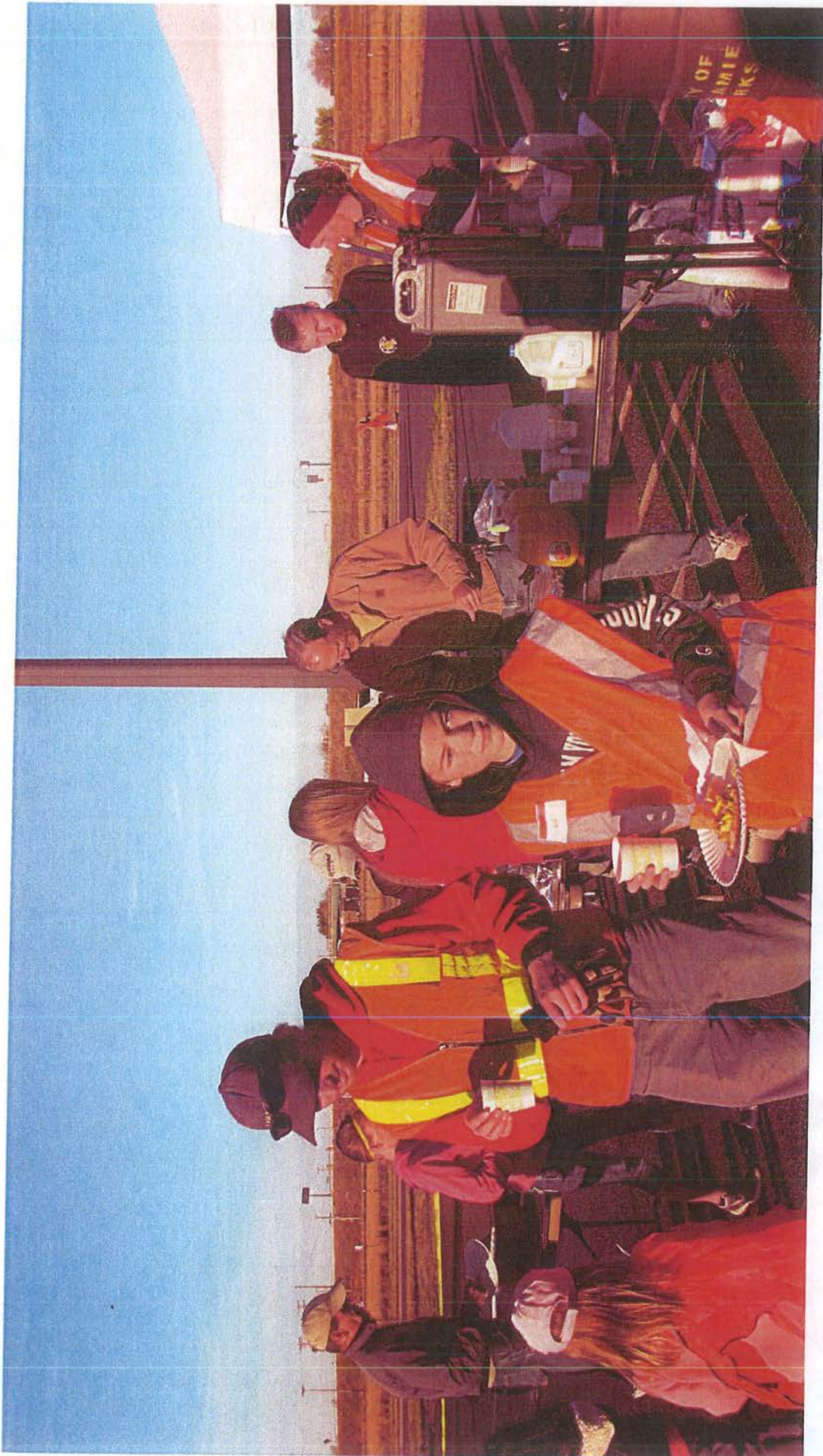
Responsible Staff:

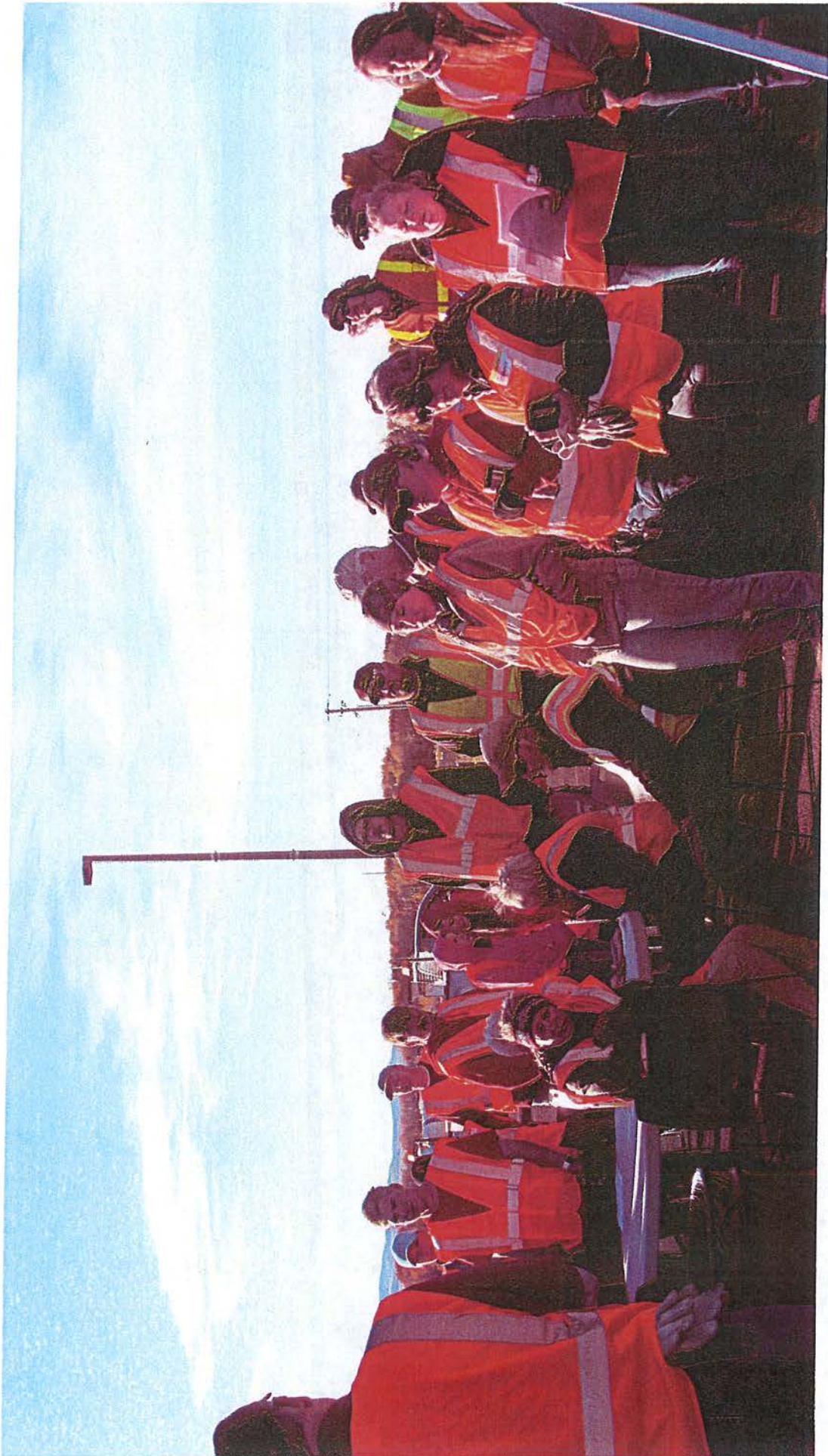
David Schott, Parks Manager, 721-5264, dschott@cityoflaramie.org

175

Attachments: Photos of the event

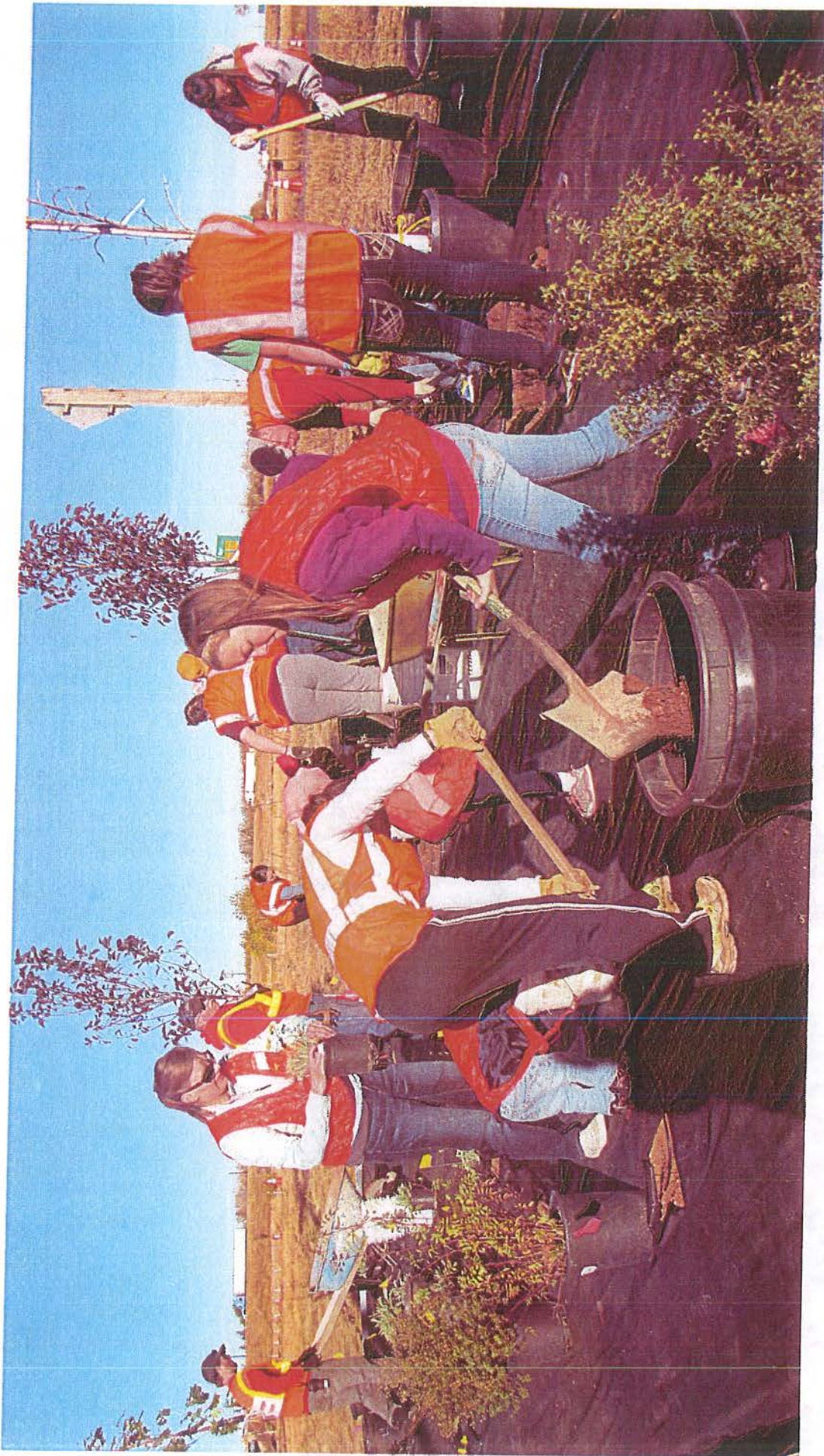


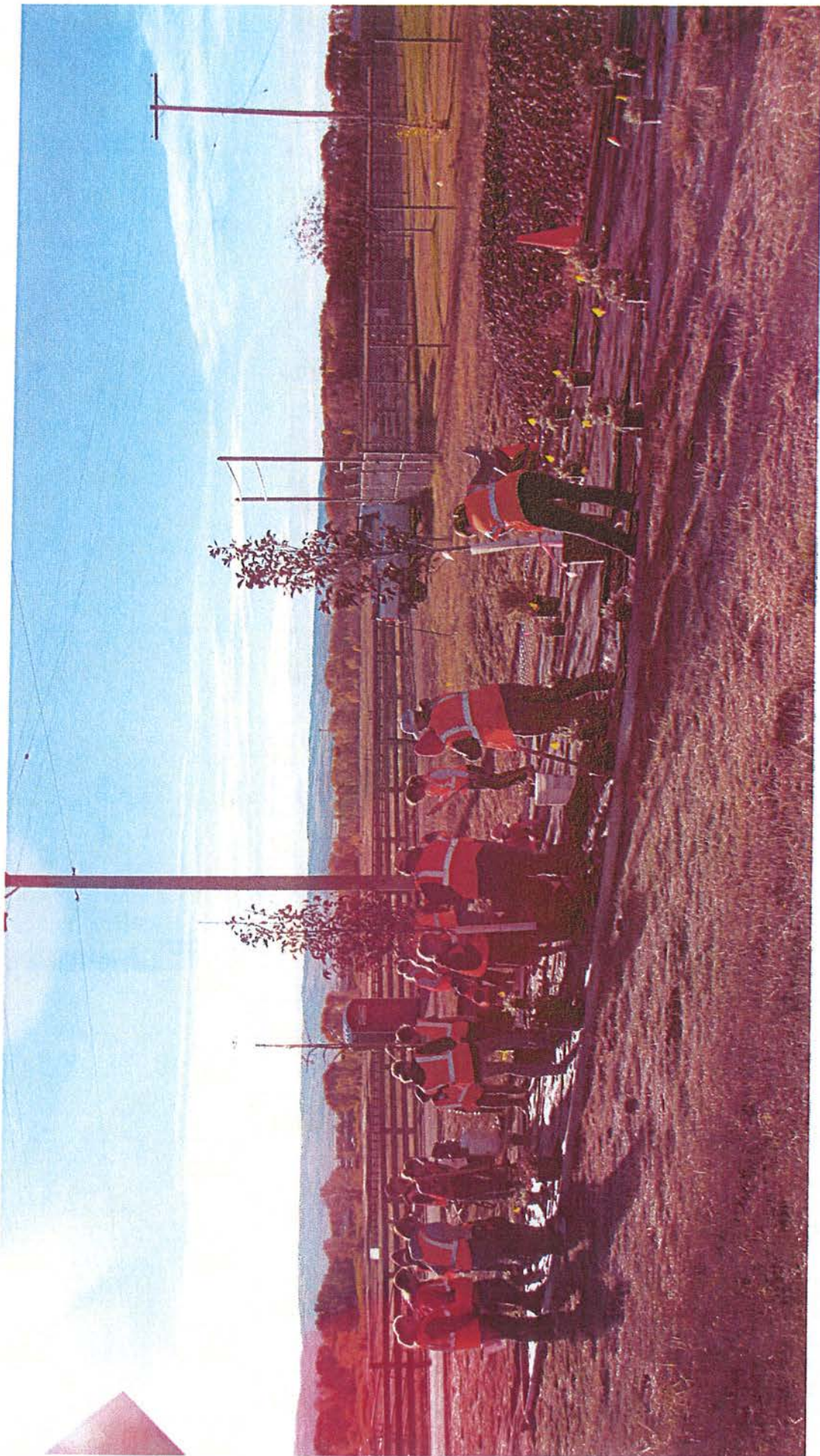














PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING November 11, 2015



Agenda Item: Recreation

Policy Direction

Title: Plaque approval for “Caring for Country” Mural

Recommended Board MOTION:

I move to approve the purchase of a plaque with the language presented to be placed by the “Caring for Country” mural created by the School Aged Childcare program and Paul Taylor.

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.

Background:

The School Aged Childcare program brought in an artist in residence in the fall of 2014. The week-long program involved the children and local artists in the creation of a mural that has been placed in the upstairs of the Recreation Center above the windows overlooking the 8 lane pool.

The language presented in the attached memo would be etched into a brass and maroon plaque that would be placed below the mural to commemorate the event and identify the individuals involved in its creation. The purchase will cost approximately \$225.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Other		
Total Amount	\$0.00	

EXPENSE

Expenses	Amount	Funds
Plaque	\$225.00	Cost to engrave
Total Amount	\$225.00	

Responsible Staff:

Jodi Guerin, Recreation Manager, 721-5259, jguerin@cityoflaramie.org

Attachments:

Memo



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

Date: October 21, 2015
To: Paul Harrison, Parks & Recreation Director
From: Cindy Stoffers, Recreation Program Coordinator
Re: Proposal for a Plaque at the Recreation Center

During Fall 2014, the School Age Child Care program (SACC) at the Laramie Community Recreation Center spent a week with Artist-in-Residence, Paul Taylor. Aiming to create community through the art process, a 5' x 18' mural was designed and outlined by Paul, with several local artists contributing. Fifty SACC children then completed the mural during afterschool time.

"Caring for Country" has since been stretched on to canvas and can be viewed on the second floor of the Laramie Community Recreation Center, serving as a permanent reminder of creating community through the art process.

At this time, staff respectfully requests the approval of the Parks, Trees, & Recreation Advisory Board to move forward with the purchase of a 10" x 13" etched plaque at the cost of approximately \$225.00, using funds from the Parks & Recreation departmental budget, and to be hung directly below the mural, using the following verbiage.

"Caring for Country"

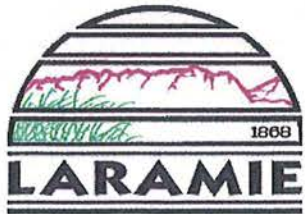
Inspired by the powerful Australian Aboriginal Rainbow Snake,
Great Spirit ancestor who created the water and rivers all over the world.

Rainbow here represents the Laramie River
with a Cutthroat Trout head and tail,
as he winds his way from his source in the Snowy Range,
passing through Laramie on his way to the Laramie Range.

The Cutthroat being the Wyoming state fish.
The dots represent life-giving rain and snow
and all living things that walk this beautiful land...
the plants, birds, animals, insects, and people.

The town of Laramie is represented
by the traditional colors of brown & gold,
and more dots represent the people and children
of this great town that are fed by the water.
The painting reminds us to care for our land and water.

This mural was painted by fifty School Age Child Care (SACC) children
during after-school time in the Fall of 2014;
designed by Artist-in-Residence, Paul Taylor,
with local artists, Mike Gray,
Rebecca Watson, and Ferne Watson contributing;
and dreamed by Cynthia Stoffers, Program Coordinator.



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October 27, 2015

To: Jodi Guerin, Recreation Manager
CC: Stuart Tapson, Aquatics Supervisor
From: Blaise Grant, Aquatics & Group Fitness Coordinator

Pumpkin Dunkin 2015

This year's 10th annual pumpkin dunkin was held Saturday October 24th at 5:00 PM in the indoor leisure pool. We were fortunate to have generous co-sponsorship from Adventure Dodge who donated 50 pumpkins, candy and trick-or-treat bags donated from First Interstate Bank and a great deal on pumpkins from Ridley's Market.

We had around 300 people either in the water or on the pool deck. To prevent a "mad rush" pumpkins were brought to the pool and placed in several locations. We had 150 pumpkins for this years event and within the first five minutes the vast majority of pumpkins were already accounted for. Participants who arrived late didn't get a pumpkin that evening but still enjoyed swimming in the indoor leisure pool and spending quality family time. Thanks to Ridley's help, participants who didn't receive a pumpkin could exchange my business card for a pumpkin. Aquatic staff gave around 30 cards.

We learned much from this years pumpkin dunkin and next year we will bring out the pumpkins in waves not all at once, we will have more trick-or-treat bags and enough pumpkins that everyone gets their favorite and have enough for kids to play in the water with.

Blaise Grant

Aquatics & Fitness Coordinator

City of Laramie Recreation Spring 2015

Revenue/Expense Report

	#s	Income	Personnel	Officials	Materials	Dues	Facilities	Partners	Certs.	Net Income
Aquatics Lessons	207	\$ 9,877.00	\$ 6,942.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,935.00
Aquatics Certification Classes		\$ 1,320.00	\$ 664.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656.00
Aquatics Special Events		\$ 860.00	\$ 100.00	\$ -	\$ 1,260.79	\$ -	\$ -	\$ -	\$ -	\$ (500.79)
Child Care	112	\$ 430.50	\$ 716.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (286.21)
Concessions	7103	\$ 12,269.03	\$ 2,234.60	\$ -	\$ 8,951.73	\$ -	\$ -	\$ -	\$ -	\$ 1,082.70
Adult Athletics*		\$ 17,440.00	\$ 3,777.83	\$ 9,060.00	\$ 2,572.06	\$ -	\$ -	\$ -	\$ -	\$ 2,030.11
Youth Athletics		\$ 7,275.00	\$ 1,548.33	\$ -	\$ 1,747.64	\$ -	\$ -	\$ -	\$ -	\$ 3,979.03
Summer Club	438	\$ 35,195.00	\$ 15,001.87	\$ -	\$ 6,525.11	\$ -	\$ -	\$ 1,630.00	\$ -	\$ 12,038.02
Youth Activities		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fitness	1339	\$ 5,964.75	\$ 5,693.33	\$ -	\$ 10.54	\$ -	\$ -	\$ -	\$ -	\$ 260.88
Ice and Events Center	0	\$ 14,024.00	\$ 4,424.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,599.95
Personal Trainers	5	\$ 150.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.00
SEASON TOTALS	9204	\$ 104,805.28	\$ 44,202.72	\$ 9,060.00	\$ 21,067.87	\$ -	\$ -	\$ 1,630.00	\$ -	\$ 31,844.69

*Adult Sports Register as Teams

CONCESSIONS 2015

	Front Desk		Outdoor Pool		Merchandise		Ice Arena	
	Count	Sales	Count	Sales	Count	Sales	Count	Sales
June	818	\$1,062.11	1912	\$3,025.70	225	\$954.38	55	\$72.88
July	684	\$922.12	1356	\$2,156.01	209	\$1,016.88	123	\$149.33
August	484	\$657.01	817	\$1,269.80	158	\$642.96	262	\$339.85
TOTALS	1,986	\$2,641.24	4,085	\$6,451.51	592	\$2,614.22	440	\$562.06

	Count	Sales	Expense	payroll est. 10% of FD and Ice Desk	Net Total
Grand totals	7,103	\$12,269.03	\$8,951.73	\$ 2,234.60	\$1,082.70

**City of Laramie Recreation
CHILD CARE**

June-Aug 2015

Activity/Program	#s	Income	Hours	Personnel	Materials	Net Income
<i>Child Care - June 2015</i>	47	\$179.50	36.00	\$322.93		-\$143.43
<i>Child Care - July 2015</i>	37	\$145.00	23.25	\$204.43		-\$59.43
<i>Child Care - August 2015</i>	28	\$106.00	20.25	\$189.35		-\$83.35
TOTAL:	196	\$755.00	138.75	\$1,244.07		-\$489.07

City of Laramie Recreation

Revenue/Expense Report

Summer 2015

Activity/Program	Dates	#s	Income	Personnel	Officials	Supplies	ASA Dues	Facilities	Purchased Services	Certifications	Net Income
SUMMER CLUBS											
CSI Spy Academy	June 1-5 full day	58	\$4,525.00	\$1,719.08		\$970.69					\$1,835.23
	a.m.	41									
		9									
	p.m.	8									
Earth Day Every Day	June 8-12	50	\$4,135.00	\$2,075.63		\$762.20					\$1,297.17
	full day	36									
	a.m.	5									
	p.m.	9									
That was Then, This is Now	June 15-19	53	\$4,010.00	\$1,502.48		\$1,465.79			\$380.00		\$661.73
	full day	39									
	a.m.	5									
	p.m.	9									
Week at the Museum	June 22-26	54	\$4,525.00	\$1,660.04		\$1,606.65					\$1,258.31
	full day	41									
	a.m.	6									
	p.m.	7									
4th of July Science Lab	June 29 - July 3	50	\$4,190.00	\$1,734.77		\$647.87					\$1,807.36
	full day	40									
	a.m.	6									
	p.m.	7									
To the Moon & Beyond	July 6-10	58	\$4,595.00	\$2,008.36		\$441.00					\$2,145.64
	full day	40									
	a.m.	6									
	p.m.	12									
Food Chemistry	July 13-17	56	\$4,830.00	\$2,127.21		\$184.34					\$2,518.45
	full day	38									
	a.m.	6									
	p.m.	12									
Summer Camp Survivor	July 20-24	59	\$4,385.00	\$2,174.30		\$446.57					\$1,764.13
	full day	39									
	a.m.	7									
	p.m.	13									
SEASON TOTALS:		438	\$35,195.00	\$15,001.87	\$0.00	\$6,525.11	\$0.00	\$0.00	\$1,630.00	\$0.00	\$12,038.02

June-August 2015 Fitness/Personal Training Revenue / Expense Report

Participant Totals:

12 Month Pass Visits	6 Month Pass Visits	Member Drop-In Visits	Non-Member Drop-in Visits	Total Visits
268	46	689	336	1339

Total Revenue	Total Expenses	Net Revenue
\$ 5,964.75	\$ 5,693.33	\$ 271.42

June

Participant Totals:

12 Month Pass Visits	6 Month Pass Visits	Member Drop-In Visits	Non-Member Drop-in Visits	Total Visits
99	49	219	133	500

June Drop - In Revenue

Drop - In Members	Drop - In Non Members	Total Drop-In Revenue
\$ 657.00	\$ 798.00	\$ 1,455.00

June Passs Revenue

12 Month Pass	6 Month Pass
\$ 19.75	\$ 44.00

June Expenses

Instructor Expense	Purchase Expense
\$ 1,119.20	\$ 4.49

Revenue	Expenses	Net Revenue
\$ 1,518.75	\$ 1,123.69	\$ 395.06

Month of July

Participant Totals:

12 Month Pass Visits	6 Month Pass Visits	Member Drop-In Visits	Non-Member Drop-in Visits	Total Visits
80	36	278	128	522

July Drop - In Revenue

Drop - In Members	Drop - In Non Members	Total Drop-In Revenue
\$ 834.00	\$ 768.00	\$ 1,602.00

July Passs Revenue

12 Month Pass	6 Month Pass
\$ 237.00	\$ 132.00

July Expenses

Instructor Expense	Purchase Expense
\$ 2,182.31	\$ 268.67

Revenue	Expenses	Net Revenue
\$ 1,971.00	\$ 2,450.98	\$ (479.98)

Month of August

Participant Totals:

12 Month Pass Visits	6 Month Pass Visits	Member Drop-In Visits	Non-Member Drop-in Visits	Total Visits
89	46	192	75	402

August Drop - In Revenue

Drop - In Members	Drop - In Non Members	Total Drop-In Revenue
\$ 576.00	\$ 450.00	\$ 1,026.00

August Passs Revenue

12 Month Pass	6 Month Pass
\$ 1,185.00	\$ 264.00

August Expenses

Instructor Expense	Purchase Expense
\$ 1,840.76	\$ 277.90

Revenue	Expenses	Net Revenue
\$ 2,475.00	\$ 2,118.66	\$ 356.34

Personal Trainers

	Participants	Revenue	Instructor Cost	Net Revenue
June	2	\$ 240.00	\$ 40.00	\$ 200.00
July	2	\$ 120.00	\$ 80.00	\$ 40.00
August	1	\$ 30.00	\$ 20.00	\$ 10.00
		\$ 150.00	\$ 100.00	\$ 50.00

Specialty Classes

	Participants	Revenue	Instructor Cost	Net Revenue
	0	\$ -	\$ -	\$ -
Deep Water Aerobics	0	\$ -	\$ -	\$ -
Step For Dummies	1	\$ 4.50	\$ 13.00	\$ (8.50)
Happy Power Revolutions	0	\$ -	\$ -	\$ -
Weight Room Orientation	5	\$ -	\$ 40.00	\$ (40.00)
ViPR Orientation	4	\$ -	\$ 20.00	\$ (20.00)

Canceled after 1st class

Other Expenses	
Fitness Survey	\$ 10.54

June Session 1 Swimming Lessons				
Level	Participants	Revenue	Instructor Cost	Net Revenue
Adult 1/2/3	0	\$ -	\$ -	\$ -
Adult 4	15	\$ 760.00	\$ 778.00	\$ 82.00
Preschool 1	0	\$ -	\$ -	\$ -
Preschool 2	15	\$ 813.00	\$ 828.00	\$ 85.00
Level 1	18	\$ 792.00	\$ 416.00	\$ 376.00
Level 2	18	\$ 792.00	\$ 416.00	\$ 376.00
Level 3	18	\$ 792.00	\$ 416.00	\$ 376.00
Level 4	18	\$ 792.00	\$ 416.00	\$ 376.00
Level 5	18	\$ 792.00	\$ 416.00	\$ 376.00
Level 6	0	\$ -	\$ -	\$ -
TOTALS	78	\$ 3,477.00	\$ 2,114.00	\$ 1,363.00

June Private Lessons:

Private 1	1	\$ 25.00	\$ 7.50	\$ 17.50
Private 4	12	\$ 716.00	\$ 360.00	\$ 356.00
Private 8	4	\$ 400.00	\$ 200.00	\$ 200.00
June Total		\$ 6,670.00	\$ 2,794.00	\$ 3,876.00

User Groups & Courses			
Course/Class	Revenue	Expense	Net Revenue
Dog Day	\$ 352.00	\$ 45.22	\$ 306.78
Movie Night	\$ 595.00	\$ 1,390.79	\$ (857.79)
PA / QR Class	\$ 420.00	\$ 297.00	\$ 123.00
Sh / G Class	\$ 390.00	\$ 200.00	\$ 190.00
Expenses			
Staff Day	\$ -	\$ 62.48	\$ (62.48)
Administrations	\$ -	\$ 77.00	\$ (77.00)
Staff Member	\$ -	\$ 70.00	\$ (70.00)

July Swimming Lessons				
Level	Participants	Revenue	Instructor Cost	Net Revenue
Adult 1/2/3	3	\$ 150.00	\$ 52.00	\$ 98.00
Adult 4	3	\$ 150.00	\$ 52.00	\$ 98.00
Preschool 1	8	\$ 400.00	\$ 412.00	\$ (12.00)
Preschool 2	8	\$ 400.00	\$ 412.00	\$ (12.00)
Level 1	6	\$ 300.00	\$ 208.00	\$ 92.00
Level 2	13	\$ 650.00	\$ 480.00	\$ 170.00
Level 3	13	\$ 650.00	\$ 480.00	\$ 170.00
Level 4	7	\$ 350.00	\$ 238.00	\$ 112.00
Level 5	7	\$ 350.00	\$ 238.00	\$ 112.00
Level 6	2	\$ 100.00	\$ 104.00	\$ (4.00)
TOTALS	93	\$ 2,443.00	\$ 1,760.00	\$ 683.00

July Private Lessons:

Private 4	1	\$ 90.00	\$ 30.00	\$ 60.00
Private 8	3	\$ 450.00	\$ 360.00	\$ 90.00
July Total		\$ 2,743.00	\$ 2,090.00	\$ 711.00

Summer Revenue:		Summer Expense:		Net Revenue:	
\$	12,057.00	\$	8,439.50	\$	3,617.50

August Swimming Lessons				
Level	Participants	Revenue	Instructor Cost	Net Revenue
Adult 1/2/3	6	\$ 300.00	\$ 181.00	\$ 119.00
Adult 4	6	\$ 300.00	\$ 181.00	\$ 119.00
Preschool 1	8	\$ 400.00	\$ 412.00	\$ (12.00)
Preschool 2	8	\$ 400.00	\$ 412.00	\$ (12.00)
Level 1	12	\$ 600.00	\$ 524.00	\$ 76.00
Level 2	6	\$ 300.00	\$ 244.00	\$ 56.00
Level 3	6	\$ 300.00	\$ 244.00	\$ 56.00
Level 4	7	\$ 350.00	\$ 258.00	\$ 92.00
Level 5	7	\$ 350.00	\$ 258.00	\$ 92.00
Level 6	5	\$ 250.00	\$ 254.00	\$ (4.00)
TOTALS	92	\$ 2,776.00	\$ 1,952.00	\$ 824.00

August Private Lessons:

Private 1 Insn	2	\$ 110.00	\$ 15.00	\$ 95.00
Private 4 Pack	1	\$ 60.00	\$ 30.00	\$ 30.00
August Total		\$ 2,446.00	\$ 1,997.00	\$ 1,049.00

Revenue & Expense Report For Athletics Programs July-August 2015

Sport	Registration Individual	Registration Team	Sponsors	Other	Total Income	Employees	Officials	Capitol Equip.	Equipment	Rentals	Total Expenditures	Net
Adult Softball	\$0.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	\$2,833.83	\$9,060.00	\$1,296.00	\$1,223.56	-	\$14,413.39	\$1,586.61
Adult Sand Volleyball		\$1,440.00			\$1,440.00	\$944.00			\$52.50		\$996.50	\$443.50
Adult Totals	\$0.00	\$17,440.00	\$0.00	\$0.00	\$17,440.00	\$3,777.83	\$9,060.00	\$1,296.00	\$1,276.06	\$0.00	\$15,409.89	\$2,030.11
Jr. Cowboys Flag Football	\$2,835.00				\$2,835.00	\$822.55			\$783.62		\$1,606.17	\$1,228.83
Little Sluggers T-Ball	\$2,280.00				\$1,800.00	\$337.36			\$482.91		\$820.27	\$1,459.73
Little Kickers Outdoor Soccer	\$2,160.00	\$0.00	\$0.00	\$0.00	\$2,160.00	\$388.42		\$97.01	\$384.10		\$869.53	\$1,290.47
Youth Totals	\$7,275.00	\$0.00	\$0.00	\$0.00	\$6,795.00	\$1,548.33	\$0.00	\$97.01	\$1,650.63	\$0.00	\$3,295.97	\$3,979.03
											Grand Total	\$6,009.14

City of Laramie Ice & Event Center

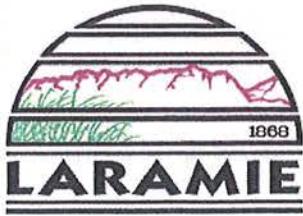
Summer 2015

Activity/Program	Hours Used	#s	Income	Expense	Description	Net Income
Weddings	62.5	4	\$ 3,125.00			\$ 3,125.00
Events	41		\$ 1,640.00		Includes: COL Wellness fair, Elks Foundation Banquet, Arbor Day Tree Sale, Gold Drum & Bugle Core rental	\$ 1,640.00
Project Graduation	39		\$ 1,575.00		LHS Seniors	\$ 1,575.00
Public Skate Admission		329	\$ 1,316.00			\$ 1,316.00
Roller Skate Rental		218	\$ 545.00			\$ 545.00
BirthDay Parties:		3				\$ -
#1		2	\$ 148.00			\$ 148.00
#2			\$ -			\$ -
#3		1	\$ 195.00			\$ 195.00
Naughty Pines Practice	102		\$ 4,080.00			\$ 4,080.00
Naughty Pines Bouts	28	4	\$ 1,400.00			\$ 1,400.00
SACC Skate	4					\$ -

\$ 14,024.00

Concessions		659 Transactions	\$ 879.08			
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Provisional Pay:					
May				\$ 1,290.20	
June				\$ 1,340.80	
July				\$ 607.81	
August				\$ 1,185.24	
Totals:				\$ 4,424.05	



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

November 4, 2015

To: Parks, Tree & Recreation Advisory Board
 From: Jodi Guerin, Recreation Manager
 Re: Fees for Triathlons

In January Recreation staff will bring forward recommended changes to the Parks & Recreation Master Fee Schedule. However, one particular rate needs to be addressed in advance because of activities planned for the Winter/Spring Program Guide.

Triathlon fees are currently set as listed below;

Triathlon		
Youth (8-17)	Member	\$45.00
	Non-member	\$55.00
Adult	Member	\$65.00
	Non-member	\$75.00
Relay Team	Member	\$115.00
	Non-member	\$125.00

These fees were based upon an outdoor triathlon utilizing current GPS tracking technology. Staff are planning to offer an indoor triathlon during the Winter/Spring session and would like to recommend a rate that is more in line with activity rates that require less staffing and supervision. These rates will be included in updates to the Master Fee Schedule presented in January, but staff request the board acknowledge their use prior to that time.

Indoor Triathlon		
Youth (8-17)	Member	\$20.00
	Non-member	\$25.00
Adult	Member	\$25.00
	Non-member	\$30.00

An indoor triathlon of the nature that staff are planning will take approximately one and a half hours and require three to four staff people to manage.

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING November 11, 2015



Agenda Item: Parks

Presentation

Title: Imperial Heights Park Development Project Phase 1 and 2, 50% Design.

Recommended Board MOTION:

Discussion Item

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.

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 June 30, 2014, the conceptual plan for the Imperial Heights Park Development Project was unanimously approved by the Imperial Heights Park Citizen Ad Hoc Advisory Committee and subsequently approved by the Parks, Tree and Recreation Advisory Board and Laramie City Council. In the time between then and now, City staff has completed the Site Specific Investigation, the Environmental Assessment, the grant agreement with State Parks, Historical Sites & Trails for two (2) Land and Water Conservation Fund grants totaling \$165,000 to aid in leveraging local tax dollars. These are 50/50 cash match grants for a total budget for the project of \$386,875. The project is anticipated to be let for bid in January with construction to begin in the spring of 2016.

The consultant DOWL and Design Concepts the sub consultant for the project are here tonight to present the 50% Imperial Heights Park Development Plan. This is phase 1 and 2 of the project and focuses on the accessible route and the playground areas.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Grant	\$50,000.00	Land and Water Phase 1
Grant	\$115,000.00	Land and Water Phase 2
Total	\$165,000.00	

EXPENSE

Proposed Project Cost.

Project	Amount	Funds
Project Cost	\$106,875.00	Capital Budget for Phase 1
Project Cost	\$115,000.00	Capital Budget for Phase 2
Grants for Project	\$50,000.00	Land and Water Phase 1
Grants for Project	\$115,000.00	Land and Water Phase 2
City's Amount	\$221,875.00	
Contingency		
Total Amount	\$386,875.00	

Responsible Staff:

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



Attachments: 50% Design Presentation
 Approved Conceptual Plan













IMPERIAL HEIGHTS PARK SITE

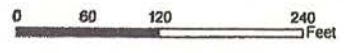
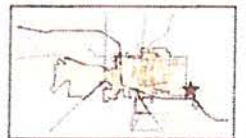
City of Laramie, Wyoming

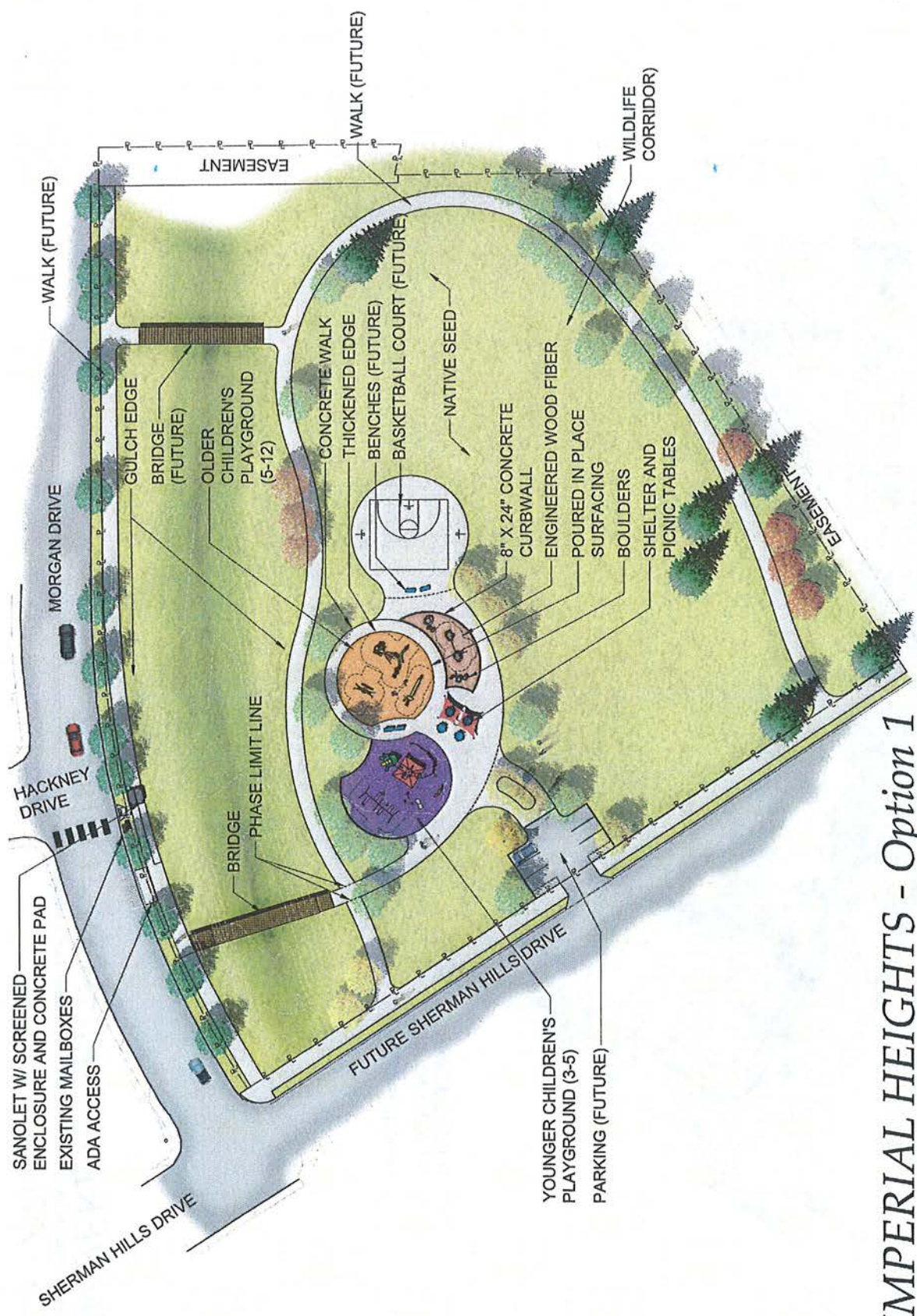


CONCEPTUAL PARK PLAN

FEATURES

-  City Boundary 2014
-  Shared Use Path Concrete
-  Shared Use Path Material TBD
-  Pedestrian E
-  Multi-Use Court
-  Traditional Playground 2-5 yr and 5-12 yr
-  Natural Play Area
-  Shade Structure
-  Natural Area
-  Wood Chips



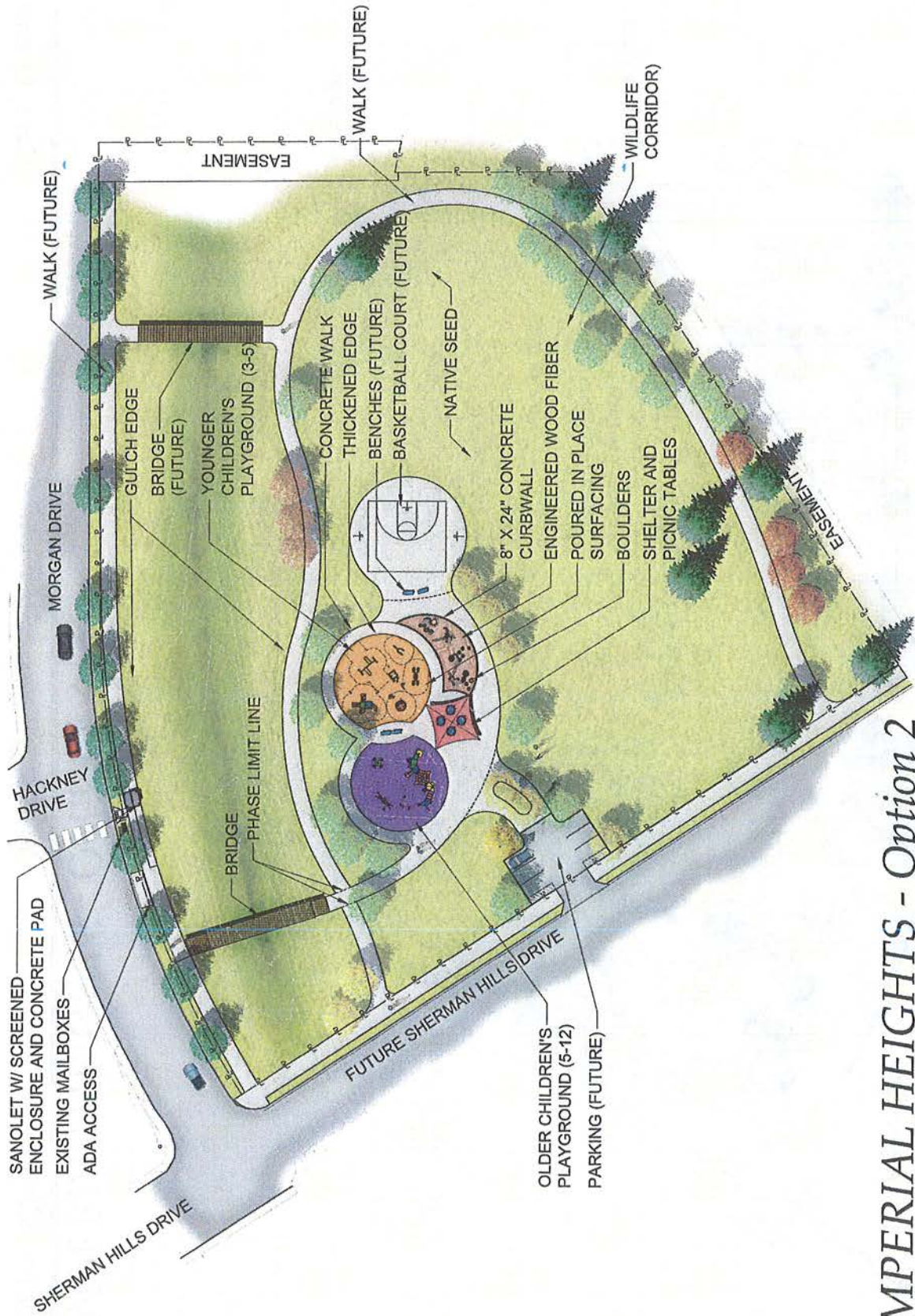


IMPERIAL HEIGHTS - Option 1

Concept Plan

11/11/2015 • Design Concepts • DOWL

City of Laramie, Wyoming



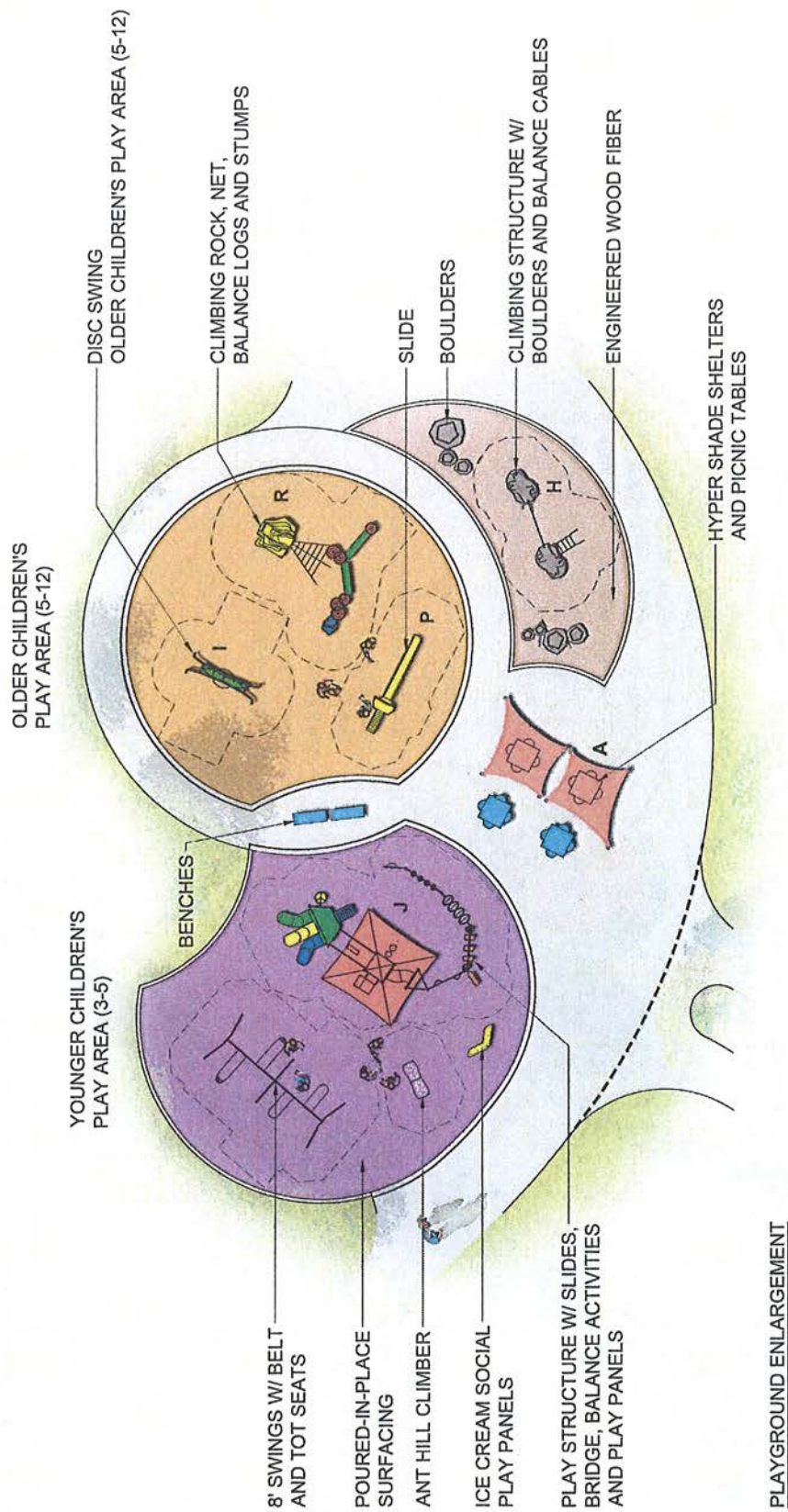
IMPERIAL HEIGHTS - Option 2

Concept Plan

11/11/2015 • Design Concepts • DOWL



City of Laramie, Wyoming



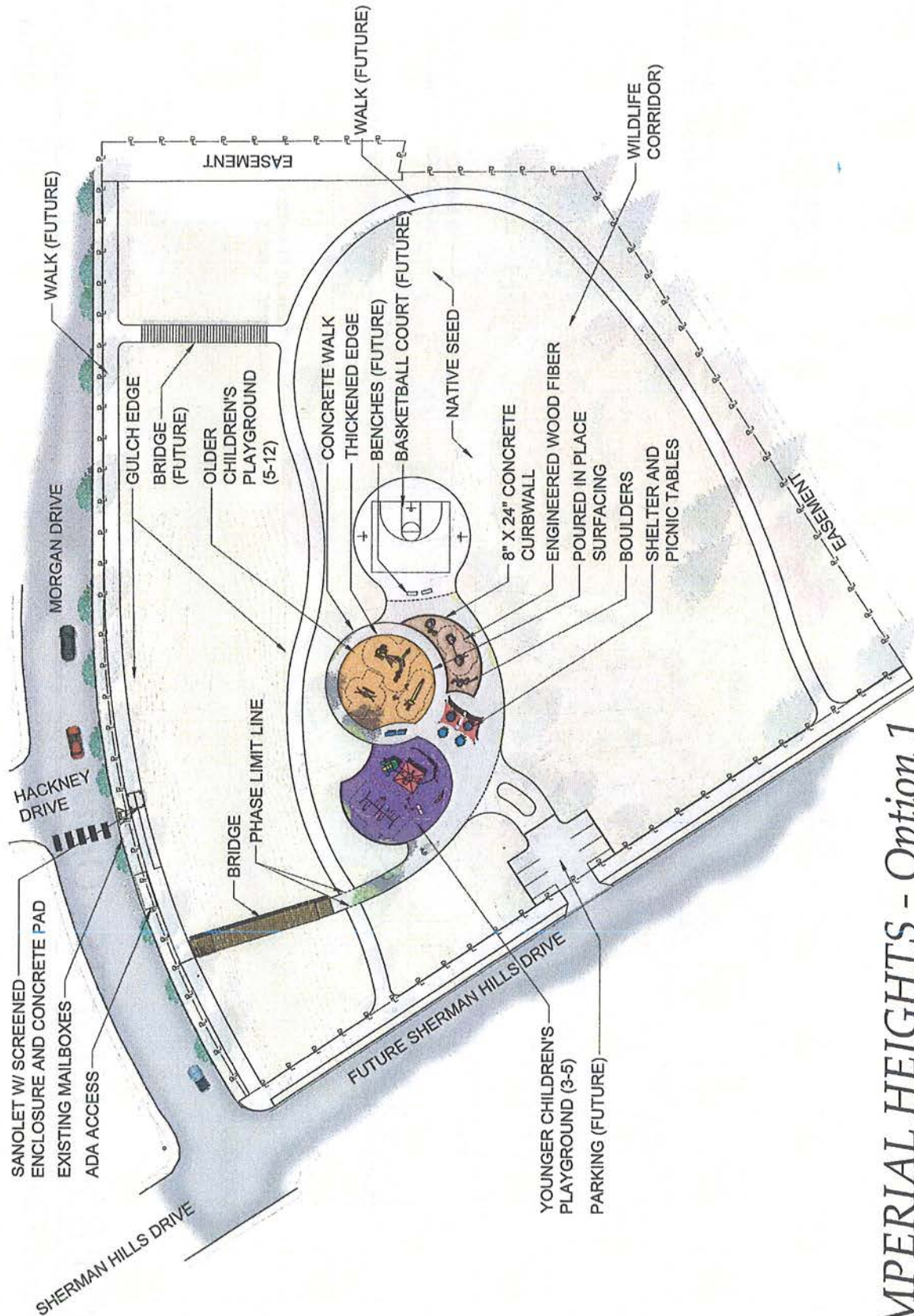
IMPERIAL HEIGHTS - Option 1

Concept Plan

11/11/2015 • Design Concepts • DOWL

City of Laramie, Wyoming



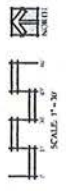
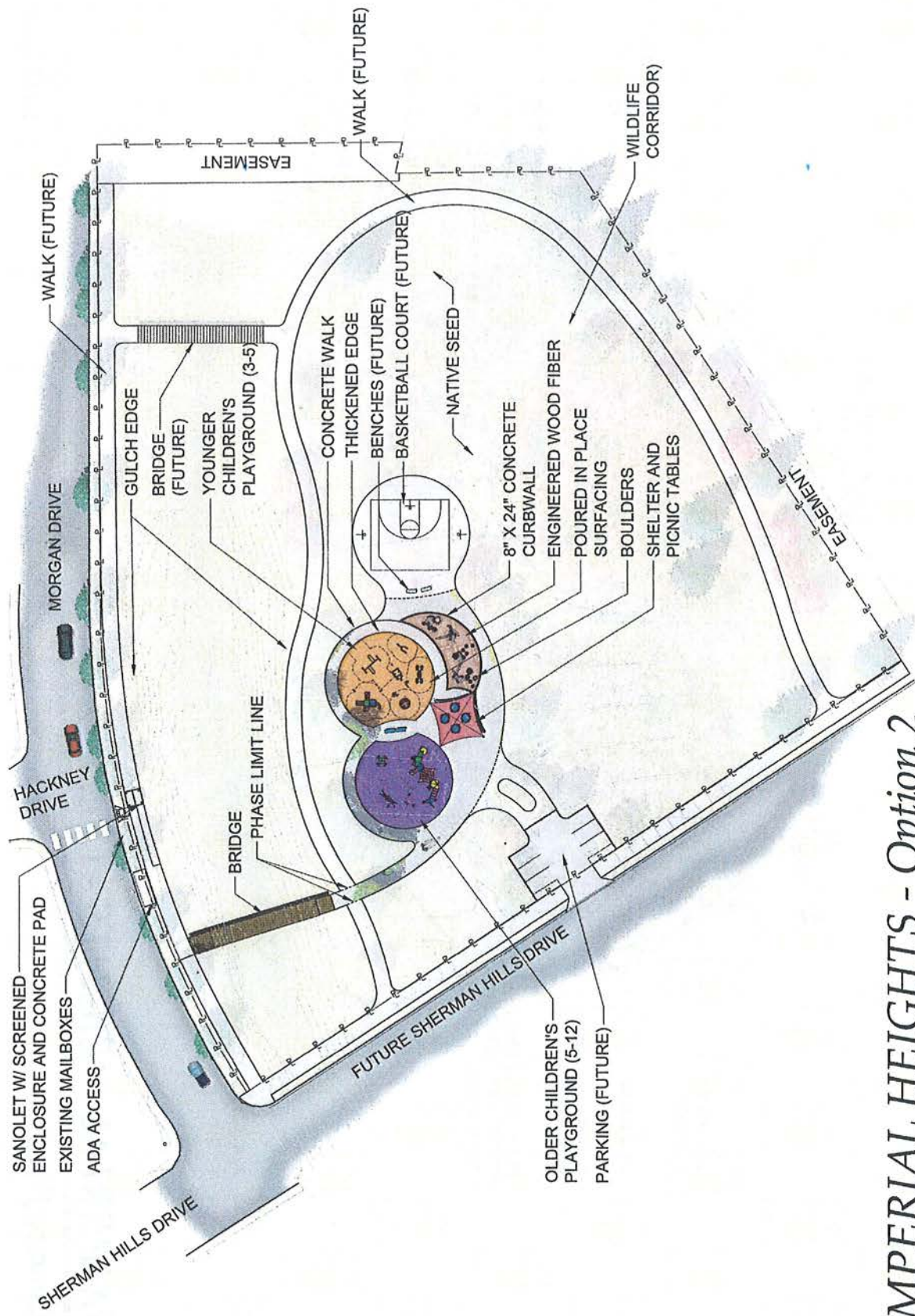


IMPERIAL HEIGHTS - Option 1

Concept Plan

11/11/2015 • Design Concepts • DOWL

City of Laramie, Wyoming

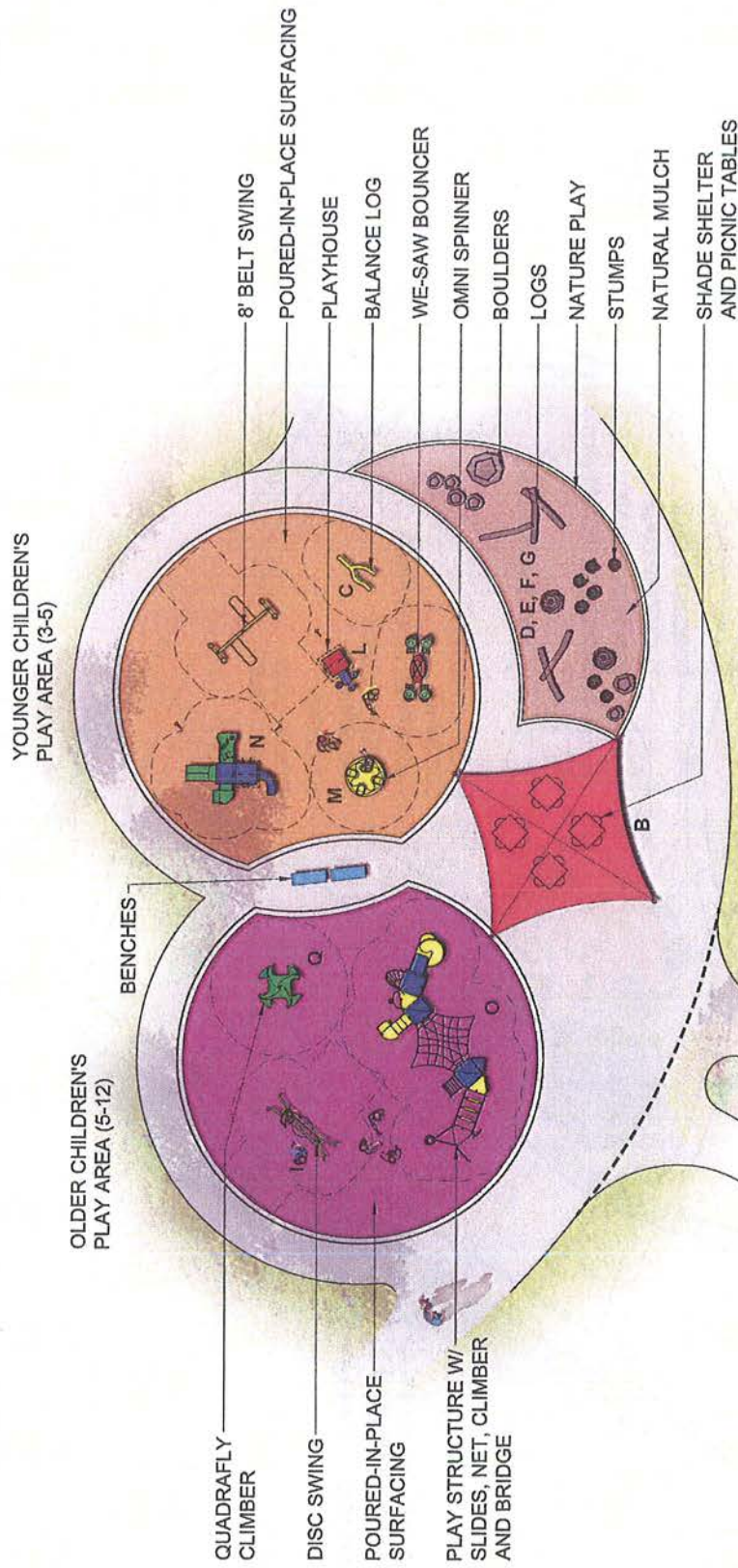


IMPERIAL HEIGHTS - Option 2

Concept Plan

11/11/2015 • Design Concepts • DOWL

City of Laramie, Wyoming

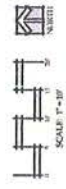


IMPERIAL HEIGHTS - Option 2

Concept Plan

11/11/2015 • Design Concepts • DOWL

City of Laramie, Wyoming



Imperial Heights Playground Elements

Gateways & Shade Structures



Younger Children's Play Area



Nature Play



Older Children's Play Area





Agenda Item: Parks

Resolution

Title: Consideration of the Laramie Bike Park Proposal submitted by Laramie BikeNet.

Recommended Board MOTION:

I move that the Parks, Tree and Recreation Advisory Board consider and approve Resolution 2015-AB-19 in support of the Laramie Bike Park Proposal submitted by Laramie BikeNet to raise funds for an initial conceptual plan and cost estimates for a multipurpose bike specific recreation area and direct BikeNet to raise \$25,000 for the conceptual plan and cost estimates and forward onto 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.

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

Background: On September 15, 2015 the City received a proposal from Ross Cook with BikeNet for the Laramie Bike Park Project. The request is for permission to begin fundraising with a goal of \$25,000 which will be turned over to the City for conceptual design and cost estimates for the construction of a multipurpose bike specific recreation area in LaBonte Park.

Laramie is a popular location for outdoor recreation; people travel across state lines to access to mountain biking, rock climbing, boating, hiking, alpine recreation, and myriad other activities. The City is presently without recreational infrastructure for bike specific sports like cyclocross, mountain biking skills areas, and BMX. Given Laramie's significant population of cyclists across a wide range of cycling disciplines and the large number of college-aged students, it would be in Laramie's best interest to develop a bike-specific recreation park. National census data indicates that compared to cities its size, Laramie is in the top ten cycling commuter areas in the nation.

There is presently no purpose-built recreational bike-related infrastructure open to the public, which promotes lifelong, safe engagement in cycling to people of all ages, backgrounds, socioeconomic status, and ability.

Lander, WY (pop. 8000) recently underwent development of two such parks; a dirt based park for jumping and skills in addition to a shared cement park open to both skateboarders and bike riders featuring urban features. This development and its significant increase in youth engagement has been cited by local student resource officer Jim Donahue as a major contributor to decreased rates of youth criminal activity. The success of these programs has prompted close neighbor Riverton (pop 10,000), Wyoming to undergo a crowd-sourced urban skate park of their own that is dually accessible to skaters and cyclists. Casper has access to the newly constructed Glendo State Park trail network that has an integrated skills-area and pump track and there are plans to expand this project to 42 miles of trail.

The advantages of infrastructure programs like those seen around the state are shared by neighboring states. Fruita, CO (pop. 12000) has recently constructed an award-winning bike park which spans 2.4 acres. Valmont

bike park in Boulder, CO spans some 40 acres and has hosted national bike races and events attended by thousands of people. Clearly communities in Wyoming and in the region see the tangible benefits of such developments. And while Laramie does not currently have a bike park, spearheading a movement to do so will be of great value to the community.

It has been identified in the draft Parks and Recreation Master Plan that a bike specific recreational area is needed within the community. The plan also identifies LaBonte Park where the Public Works material storage is located as a suitable site for the construction of a bike specific recreational area.

Staff recommends the Resolution to promote outside recreational opportunities for our residents and visitors to Laramie.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Other	\$25,000.00	Donation - Fundraising by BikeNet
Total	\$25,000.00	

EXPENSE

Proposed Project Cost.

Project	Amount	Funds
Project Cost	\$25,000.00	Conceptual Design and Cost Estimates
Total Amount	\$25,000.00	

Responsible Staff:

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

Attachments: Resolution 2015-AB-__
 Laramie Bike Project proposal
 Draft Master Plan pages 233-239 for LaBonte Park

RESOLUTION 2015-AB-__

A RESOLUTION IN SUPPORT OF FUNDRAINING FOR THE LARAMIE BIKE PARK PROJECT IN LABONTE PARK.

WHEREAS, on September 15, 2015 the City received a proposal from Ross Cook with BikeNet for the Laramie Bike Park Project, requesting permission to begin fundraising for the Laramie Bike Park Project and,

WHEREAS, a goal of \$25,000 which will be turned over to the City for conceptual design and cost estimates for the construction of a multipurpose bike specific recreation area in LaBonte Park and,

WHEREAS, Laramie is a popular location for outdoor recreation; people travel across state lines to access to mountain biking, rock climbing, boating, hiking, alpine recreation, and myriad other activities and,

WHEREAS, the City is presently without recreational infrastructure for bike specific sports like cyclocross, mountain biking skills areas, and BMX. and,

WHEREAS, a bike park will promote lifelong, safe engagement in cycling to people of all ages, backgrounds, socioeconomic status, and ability and,

WHEREAS, a bike park will promote outside recreational opportunities for our residents and visitors to Laramie and,

WHEREAS, it has been identified in the draft Parks and Recreation Master Plan that a bike specific recreational area is needed within the community.

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 reference.

SECTION 2: That the Parks, Tree and Recreation Advisory Board does hereby support Resolution 2015-AB-__ to raise funds for an initial conceptual plan and cost estimates for a multipurpose bike specific recreation area and direct BikeNet to raise \$25,000 for the conceptual plan and cost estimates.

PASSED AND APPROVED on this 11^h day of November, 2015.

BY: _____
Jacque Stonum, Advisory Board Chair

ATTEST: _____
Inez Wildenborg, Parks and Recreation Administrative Assistant

The Laramie Bike Park Project
Ross Cook
June 2015

Table of Contents

1. Title Page
2. Table of Contents
3. Executive Summary and Community Sketch
4. Needs Statement
5. Examples Communities and The Benefits of Cyclists in a society
6. Local Support Networks and Park Implementation

Executive Summary

Laramie is a popular location for outdoor recreation; people travel across state lines to its township for access to mountain biking, rock climbing, boating, hiking, alpine recreation, and myriad other activities. The township is presently without recreational infrastructure for bike specific sports like cyclocross, mountain biking skills areas, and BMX. Given Laramie's significant population of cyclists across a wide range of cycling disciplines and the large number of college-aged students, it would be in Laramie's best interest to develop a bike-specific recreation park.

Unlike many school sports, biking can be enjoyed throughout the lifespan and across a huge and ever growing spectrum of disciplines. The proliferation of interest in such sports will have tangible benefits for the community's health and wellbeing physically, emotionally, and financially. Development of infrastructure would also further reinforce Laramie's public image as a haven for outdoor recreation that would improve interest in growing the area.

This proposal represents Laramie BikeNet's request for the Laramie Park, Tree, and Recreation Advisory Board to allow/encourage the organization to raise funds for the initial design development plan of a multipurpose bike specific recreation area that is accessible to riders of as many backgrounds, styles, ages, and skill levels as is possible (hereafter referred to as a "bike park").

Community sketch

Laramie consists of approximately 30,000 individuals with a substantial fluctuation due to the transient university population. The area has an estimated cycling population between 800-1500 individuals involved in the sport for reasons other than commuting. Further, the large population of commuting cyclists is high. National census data indicates that compared to cities its size, Laramie is in the top ten cycling commuter areas in the nation. There is also a large (though undefined) population of outdoor recreation tourists who contribute to the local economy and participate in outdoor recreation throughout the year. People travel from the northern reaches of Colorado, Western Nebraska, and neighboring cities of Rawlins, Casper, and Cheyenne to experience the outdoor amenities of Laramie.

Age distribution from 2010 estimated 15.9% of residents were under the age of 18; 32.7% were between the ages of 18 and 24; 26.5% were from 25 to 44; 17.4% were from 45 to 64; and 7.5% were 65 years of age or older. There are some 3600 K-12 students in Laramie and another 14000 at the University of Wyoming. There is a significant outdoor enthusiast population.

Needs Statement

What is the community looking for:

There is presently no purpose-built recreational bike-related infrastructure open to the public, which promotes lifelong, safe engagement in cycling to people of all ages, backgrounds, socioeconomic status, and ability.

Current concerns with efforts being made and current infrastructure:

Laramie was not historically built with cyclists in mind. Bike lanes are striped only on one side, leaving very little indication to parked cars that cyclists may be riding adjacent to their doors. Park paths such as those along the edge of Labonte and Washington park are distinctly marked as "No Biking" due to the width of the paths and their popularity for pedestrians and runners. There is one dirt jumping area illegally built on private land in town, but it is not insured or safely designed and there is no management by the Parks and Recreation Department. In its current state it is at risk for causing ecological damage, rider injury, and litigation for damages against those involved in the construction. The intent of the riders in this space reflects their interest in a park however the execution does not have direction and guidance for infrastructure that is representative of the city. In addition, a portion of Laramie's cycling community chooses to travel to destinations in Wyoming, Colorado, Utah, and Idaho for the bike related infrastructure in the the region.

Land at the northwest end of La Bonte Park has been identified for the use of a bike park in the Laramie Parks and Recreation 2016 Master Plan.

Why is this park important?

Given the large underserved population of local bike riders and the fact that an area has been identified for a future bike park, moving forward with the creation of a park in this location would be extremely valuable to the health and wellbeing of the community. Lifelong activities like cycling are commonly associated with better health outcomes compared to competitive sports like basketball, soccer, and football. It is a non load-bearing activity (as opposed to running or hiking), which makes it attractive to individuals with orthopedic disability or injury. Cycling recreationally or competitively provides participants an outlet for stress and physical activity-based programs have gained traction in improving youth engagement and educational outcomes. In short, biking infrastructure and community engagement can help tackle many problems our society faces.

Local examples:

Lander, WY (pop. 8000) recently underwent development of two such parks; a dirt based park for jumping and skills in addition to a shared cement park open to both skateboarders and bike riders featuring urban features. This development and its significant increase in youth engagement has been cited by local student resource officer Jim Donahue as a major contributor to decreased rates of youth criminal activity. The success of these programs has prompted close neighbor Riverton (pop 10,000), Wyoming to undergo a crowd-sourced urban skate park of their own that is dually accessible to skaters and cyclists. Casper has access to the newly constructed Glendo State Park trail network that has an integrated skills-area and pump track and there are plans to expand this project to 42 miles of trail.

State and national park initiatives in the state have been hugely successful and frequently incorporate many features seen in a bike park. Despite their remote locations, Glendo and Curt Gowdy State Parks have record high bike traffic and excellent reviews from riders, according to Paul Gritten the State Non-Motorized Trails Program Manager. Teton Pass (part of Grand Teton National Park) has long been a haven for park-like feature development and mountain biking.

The advantages of infrastructure programs like those seen around the state are shared by neighboring states. Fruita, CO (pop. 12000) has recently constructed an award-winning bike park which spans 2.4 acres (approximately the size of a squared football field). Valmont bike park in Boulder, CO spans some 40 acres and has hosted national bike races and events attended by thousands of people. Clearly communities in Wyoming and in the region see the tangible benefits of such developments. And while Laramie does not currently have a bike park, spearheading a movement to do so will be of great value to the community.

What do those interested in this project bring to the community?

Cycling enthusiasts are highly motivated to share the sport and build an infrastructure that supports safe, enjoyable riding. They have far reaching networks of friends who love to share the experience of unique new riding environments. The people of Laramie are passionate, excited, and ready to be a part of such a project. There is drive and interest, people want to move dirt, teach skills, and keep the sport and park alive and running. Community engagement in such projects builds friendships and trust amongst it's members. This process is integral for the creation of an improved social dynamic that fosters healthy activity physically, ageless social networking, and a culture that upholds outdoor values and education. The social aspect is of particular poignancy in creating a cohesive environment

Who is effected by a park?

The entire population of Laramie needs to be eligible to access and use the park. Students at UW and K-12 schools are particularly important as their access to such infrastructure leads to development of lifelong sports, which will positively affect their health.

Community Partners:

Cycle Wyoming – Provides Financial assistance to develop bike infrastructure and hold events that support the community.

Laramie Bike Net – A local contingency of members dedicated to increasing cycling participation in the area in addition to building community ties to the sport. It will also act as the 501c3 for the proposal funding and provide some additional funding as well.

Paul Gritten – Non motorized trail manager for the State. Paul has promised his support in the design of the park in addition to access to tools needed for community work days.

Nathan Ewert - Civil Engineer working with Tri Hydro. Nathan has offered to assist with the design and development phase of the park.

Dan McCoy – Assistant Director of Campus Recreation and Coordinator of the Outdoor Program. Dan has volunteered his expertise in proposal writing, fund raising, strategizing, and campus-engagement.

Acme Bikes, All Terrain Sports, and the Pedal House - Local bike shops have offered help advertising community build days, promoting the park, and construction help. Manager of Acme Bikes, Toker Guerin has access to a veteran trail crew and dirt moving vehicles at little to no cost.

UWYO Cycling club – The club is a huge hub for student engagement and leaders have expressed great interest in recruiting from the student body for assistance in construction and maintenance.

Timeline and Implementation Tactics

The overarching goal is the construction of a bike park in Laramie within the next 3 years, with phase-one build completed by the summer of 2017. Likely components of this build will be a pump track, 3-5 jump lines, and a skills loop drawing natural features from the area into a practical area for road, cyclocross, and mountain biking skills development.

Examples/possible features and elements:

- 2 pump tracks:
 - 1 Advanced: Table tops, doubles, high berms, small gaps
 - 1 Beginner: Less slope and banking, mostly small rollers with minimal sharp cornering
- 3-5 Freestyle dirt jumps:
 - Gradual difficulty grading to promote novice riders inclusion and progression
- Skills Loop:
 - West coast skinnies: Narrow wood bridges that emphasize balance.
 - Rock gardens: Purposefully difficult rock patches which require riders to pick careful lines.
 - Drop lines: Small ledges to ride over
 - Cyclocross barriers: Small wooden obstacles which typically require fast dismounts to run over or skillful bunny hops to evade.

Today, we are asking the Laramie Parks, Trees and Recreation Advisory Board to approve, in concept, the development of Bike Park to be housed in Labonte Park. In addition, we ask that you pass a motion that will encourage/ask Laramie BikeNet to raise \$25,000 for design-development of the park. Once raised, this money will be transferred to the City of Laramie for the specific purpose of design development of the Bike Park.

Conclusion

In conclusion, we believe the development of a bike park will go a long way to improve bike-related recreational amenities for our community. Thank you for time, and for your consideration of this proposal.

LaBonte Park

Park History and Description

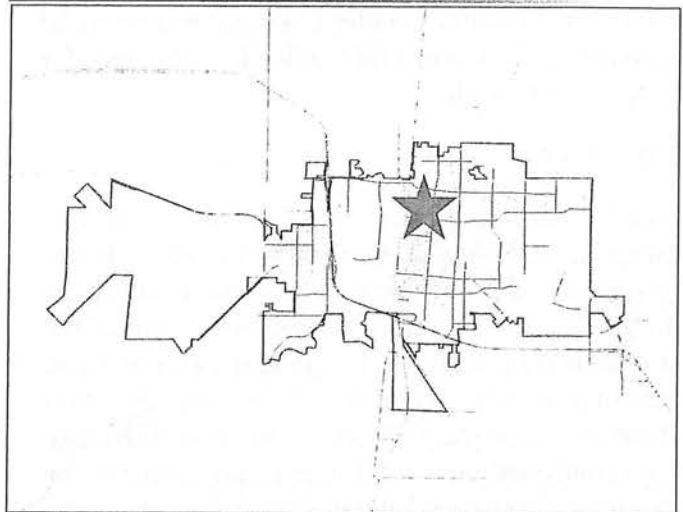
The site in which the park sits today was originally deeded to the City in the 1920's and functioned as the City landfill for over 30 years. Following its usable life as a landfill, the site was then re-purposed as a park, stormwater detention area and home to various City shop departments situated along 4th Street. Initial park development began in the late 1950's through the 1970's and is one of two Community Parks that serve Laramie. Following initial improvements, other major changes have also occurred including the establishment of the Fort Sanders Building by the Wesley Foundation of the First Methodist Church in 1962, which serves as a community center and non-profit office. In 1999, Laramie's first concrete skateboard park was established with part of Laramie's first Recreation Mill Levy. Laramie's first Community Garden was also established in LaBonte Park in 2010. LaBonte Park serves Service Area 5 and is located at Canby Street and Shield Street between 5th and 9th Streets.

Current Conditions

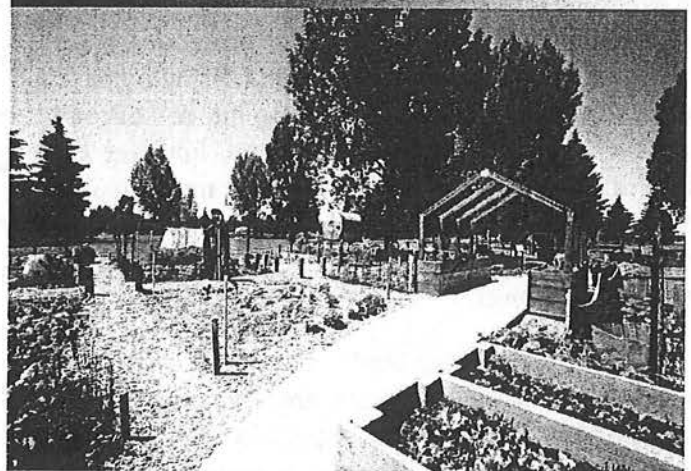
LaBonte Park, the community's largest park, offers many recreation amenities as part of its 30 acres of developed park area. Extensive amounts of turf grass, shrubbery and a wide variety of mature trees are maintained by an underground irrigation system throughout the site. A 5.5 acre lake for retention/detention of stormwater is also located on site. The lake, which is a prominent community feature by being a large body of water, is also affectionately known as "Stink Lake" due to the odor of decaying moss, algae and plant material. Also associated with the lake are two docks, one on the east and one on the west side of the lake, as well as an ice skating warming hut (not currently in use) that was used when the lake offered ice skating in the past. The lake offers bird-watching opportunities for local and regional visitors. Surrounding the lake, an In-Park Path is developed that accesses numerous park shelters with restrooms, two playgrounds, and multiple picnic tables

Park Statistics

- 30 acres
- Created in the 1950's
- Community Park
- Service Area 5



LaBonte Park Context Map



Community Gardens at LaBonte Park

that are all ADA accessible.

Other opportunities offered at LaBonte Park include a concrete skatepark, three youth baseball fields (two lighted and one un-lighted), one lighted adult softball field, basketball court, soccer fields, and a 15 station outdoor fitness course. Various other community amenities including a xeriscape demonstration garden, unimproved parking areas, community mulch bin, public art, and demonstration/community teaching garden are all located within the park.

The City's Park and Recreation maintenance shop is also located within the park and serves as a central location in the community for all Parks and Recreation maintenance needs. The historic Fort Sanders building is found on the east end of the park and has served Laramie as a community center, children's museum and most recently as a non-profit office/headquarters for Feeding Laramie Valley.

Future Needs

Although this Park has extensive infrastructure, landscaping and amenities already in place, better utilization, upgrades and reuse of the space will shape the future of this park. As mentioned before, one of the most prominent features of the park; is LaBonte Lake. Maximizing the potential of the lake will be important for the park. Improving the smell and look of the lake through continued aeration, dredging, improving water quality and improving habitat will make this water feature more of an asset. Exploring additional uses, such as fishing and boating, should also be explored for LaBonte Lake. It was also noted by the public that a place for outdoor ice skating was still desired. Bringing back outdoor ice skating and the warming hut at LaBonte is another item that should be explored, however re-establishing this use will come with regular maintenance associated with the warming hut, algae removal prior to ice-on, as well as it going hand-in-hand with the larger lake dredging project.

In addition to improvements associated with the lake, other park improvements are also anticipated. As with many large parks, especially Community Parks, access to restroom facilities is important. With extensive facilities located on the west end of the park, additional restrooms on the east end of the park need

Current Park Amenities

- 30 acres of developed turf grass
- Underground irrigation system
- 5.5 acre lake for retention/detention of storm water
- Mature landscaping (trees and shrubs)
- 3 Shelters (ADA accessible)
- Restrooms (ADA accessible)
- 2 Playgrounds (ADA accessible)
- Fabric shade structure over east Playground
- Picnic tables and pads (ADA accessible)
- Benches
- Concrete skateboard park
- Warming hut for outdoor skating on LaBonte Lake (not currently in use)
- Fort Sanders Center/former home of the Wyoming Children's Museum
- 1 adult lighted softball field with restrooms (ADA accessible)
- 2 lighted, 1 unlighted youth baseball fields with restrooms (ADA accessible)
- 1 youth non-lighted baseball field
- In-Park Path
- Outdoor basketball courts (ADA accessible)
- 15 station outdoor fitness course
- Xeriscape demonstration garden area
- Parks maintenance shop building
- Community mulch bin
- The Laramie File (public art)
- Practice soccer areas
- Demonstration/Community teaching garden area
- Off-street unimproved parking areas
- Green Waste site

to be incorporated, due to the distance users on the east end have to travel to access a restroom. Co-location of a restroom facility with the Fort Sanders building may reduce costs in running plumbing and water needed for a standalone facility.

The Fort Sanders building is another prominent and unique feature to the parks system. The building which has been used by the City to hold enrichment classes and once was Laramie's Children's Museum, now is the headquarters for "Feeding Laramie Valley" a local food growers association who rents the facility. Use of this historic building for programming is essential to not only preserving the structure but also in the space it provides for these ancillary type uses that provide uniqueness and variety to our parks system. Regular upkeep, additional landscaping and more formalized parking areas around the building should be completed as well.

Other unique improvements to the park are also needed. Currently, an unimproved dirt road bisects the park north to south, separating the baseball and softball fields from the rest of the park and providing an informal cut-through from Canby Street to Shield Street. In an effort to make the park more continuous, safer and user friendly, eliminating the cut-through and creating two cul-de-sacs or a turn-around and parking areas is more desired. Not only will this eliminate unnecessary through traffic, improve safety and formalize access to the park, a more uniform and continuous connection to areas once separated from the main part of the park will no longer be an issue. It is envisioned that the northern access may provide some limited parking, but mainly will serve as a drop off point and turn around for users of the ball fields and future sand volleyball court to the east. The southern access will remain as the main entrance to the park, parks maintenance shop, and future BMX site, as well as parking for uses associated



In park path and fitness station at LaBonte Park. One of the playgrounds covered with a shade structure is seen in the background.

with the existing skatepark, shelter, playground and baseball field. Formalization of both north and south access points, through paving, striping and curbing will provide a more accessible and visually appealing and organized space for the park.

Adjacent to Shield Street are two baseball fields and a softball field that all warrant upgrades. In addition to a parking area to the east, aesthetic improvements, mainly landscaping and an In-Park Path, are needed. Also, relocation of the restroom facilities nearer to the softball field (more centrally located to all fields), scoreboards, lighting upgrades and moving the scorer's box are all needed.

This Plan should also consider what will happen to the buildings and uses located along 4th Street that presently house the Streets, Solid Waste, Animal Control/Animal Shelter and Public Works uses. As these uses relocate to a new building possibly located near the wastewater treatment plant north of town, or another location yet to be determined, the current buildings may be repurposed, land and buildings sold or removed, or a myriad of other possibilities. No matter how this area changes, impacts on LaBonte Park should be considered. A plan is needed that will consider the best use of this area, buffers between uses and compatibility of future uses with the park. It is unlikely that the Animal Control Facility will relocate, while other uses, such as the "Red House" (used by ARK Services) and the Youth Crisis Center, should be considered in the plan in order to determine how these buildings should be managed

over time. Both facilities are, leased to the organizations by the City, and should continue to be evaluated based on the benefit of these organizations and the City.

LaBonte Park also houses a facility essential to the parks system along 4th Street; the Parks and Recreation Maintenance Shop. As other municipal uses in the area relocate, expansion of the maintenance shop could remain available to the west, taking advantage of the existing building and site without having to completely relocate the facility. Aesthetic improvements are also anticipated for the existing structure and any additional expansions to the facility.

It was also heard during the public input process that a BMX site was needed within the community. After evaluating locations within the community that could be accessible to as many people as possible, a location that is currently being used for materials storage by the Streets and Public Works Department was identified as a preferred location. As mentioned above, the Streets and Public Works shops located off 4th Street will be relocating, thus opening up this space for future park use; mainly a BMX park.

In addition to some of these more unique improvements to the park, more traditional improvements, such as an additional larger sized shelter that overlooks the lake basketball court surface upgrades and lights, need to be incorporated into upcoming park improvement plans. Moreover, with some of the physical changes to the park, mainly the removal of the dirt road through the park, In-Park Path access to 4th Street and to the ball fields with the rest of the existing In-Park Paths, could be realized, making this park more physically cohesive. Park users crossing both 9th Street and 4th Street must be addressed as part of the path system. Crosswalks at the four corners of the park, and/or at the mid-block pedestrian access point are the most likely locations.

This park contains a property, or an in-holding, which is found in the southwestern corner of the park and contains a single-family home.

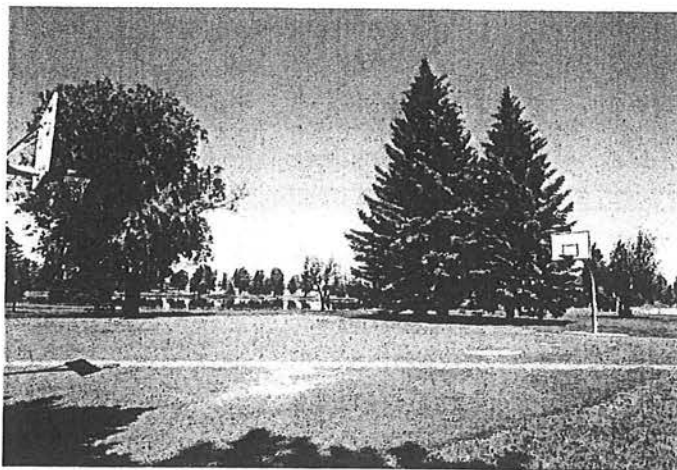


Little Sluggers games at LaBonte Park Little League Field

Acquisition of this property should be considered by the City if it is fiscally advantageous (free, reduced price) in terms of improved park development (more space, added amenities) for the City.

Short, Mid and Long Term Actions

- Improve the look and odor of LaBonte Lake through continued aeration, dredging, water quality and habitat improvements.
- Expand the use of the lake by exploring fishing opportunities with Wyoming Game and Fish; it is likely that dredging and habitat improvements of the lake would be needed in conjunction with this use.
- Re-establish the outdoor skating /warming hut opportunity on the lake.
- Explore the ability to have paddle boats or other water craft recreational opportunities on the lake.
- Develop restrooms on the east end of the park. Co-location of restrooms with the Fort Sanders building should be explored in an effort to reduce cost of the facility.
- Continue use of the Fort Sanders building to preserve the historic structure, as well as provide alternative uses to the parks and recreation system.
- Improve and formalize the parking areas around the Fort Sanders building to include pavement, designated parking, landscaping and better visual appearance of the area.
- Develop a larger sized shelter that overlooks the lake.
- Develop an In-Park Path network west to 4th Street and to baseball field area, connecting these facilities to the rest of the park.
- Examine crossing of 4th and 9th Streets for park users, through the use of crosswalks at each of the four corners of the park as well as the mid-block pedestrian access point.
- Public Works facility buildings should be repurposed or removed, attempting to include a pedestrian



Basketball Court at LaBonte Park

access to 4th Street somewhere between Shield Street and Canby Street where needed.

- Resurface the basketball court and install lights.
- Eliminate through access of the dirt road in the park by eliminating the middle section of road and returning it back to usable park space.
- Following changes to the dirt road, the northern access off Shield Street shall remain and be improved with paving and curb, providing for short term parking/drop off area and a turn-around.
- Following changes to the dirt road, the southern access off Canby Street shall remain and be improved with paving and curb, providing formal access to the Parks Shop, BMX Park, Skate Park, Shelter and Baseball Field. This area will contain more formalized parking area just north of the skatepark.
- Construction of a BMX Park just south of the softball field. This area may contain non-BMX, but bicycle related terrain, such as jumps, bridges and catwalks for uses with mountain bikes.
- Develop a plan to address future use of the buildings and sites located along 4th Street as the transition of Public Works uses occurs. Compatibility with the park, buffers between uses and best uses of this land should be considered in the Plan.
- As municipal uses vacate the 4th Street facilities, expansion of the Parks and Recreation Maintenance

Shop due west of the existing parks site should be explored.









of the park by locating it behind the Fort Sanders building or placing it within an enclosure.

- Aesthetic improvements to the Parks and Recreation Maintenance Shop are anticipated for the existing structure as well as any future expansion.
- As municipal uses vacate the 4th Street facilities, beautification of this area should be incorporated into the areas where facilities will remain, primarily Animal Control/Animal Shelter and the future Parks and Recreation Maintenance Building expansion area.
- Continue to evaluate the viability of the “Red House” and Youth Crisis Center in leased buildings within the park. Emphasis on the overall benefits to the community and these organizations is paramount.
- Work with Animal Control/Animal Shelter in utilizing their existing site and improving the integration of their site into the park as development of the park in this area increases. Measures such as landscaping, fencing and walls should be explored to achieve this compatibility.
- Complete a new plat for this area off 4th Street to remove individual lots and right-of-ways (alley) in order to facilitate redevelopment of the area.
- Replace of mature/aging Cottonwood trees
- Formalize and improve the visual appearance of the overflow parking area west of the softball field with paving, curbs and gutters.
- Improve the green waste site located on the east end
- Incorporate single stream recycling sites into the park.
- Incorporate public art/sculptures into the park.
- Consider acquisition of the in-holding if fiscally advantageous or for future park development of the City.
- Lighting upgrades are needed for the two baseball fields and the softball field due to the age of the poles and lights.
- Relocate restroom facility closer to the softball fields so they are more centrally located to both softball and baseball fields.
- Move the existing scorers box on the east side of the field to the north side of the field.
- Beautify the Shield Street frontage in front of the baseball fields with landscaping treatments.
- Develop a sand volleyball court due east of the future parking area off Shields Street.
- Re-establish the dock on the west end of the lake, near the existing warming hut.

FEATURES

- | | | | |
|---|-----------------------|---|-----------------------|
|  | Restrooms |  | Community Garden |
|  | Shelter |  | Skatepark |
|  | Playground |  | BMX Course |
|  | Single Stream Recycle |  | Ice Skating |
|  | Green Waste |  | Fishing |
|  | Point Of Interest |  | Water Recreation Area |
|  | Public Art | | |

PATHWAYS AND TRAILS

-  In Park Path, Existing
-  In Park Path, Recommended
-  On Street Bike Lane, Existing
-  On Street Bike Lane, Recommended
-  Rural Path, Recommended
-  Shared Use Path, Existing
-  Shared Use Path, Recommended
-  Other, Existing

DEVELOPMENT AREAS

-  Future Redevelopment Area
-  Laramie Animal Shelter
-  Existing Parks and Recreation Maintenance Facility
-  Expansion of Parks and Recreation Maintenance Facility
-  Existing Community Services

LaBonte Park





Agenda Item: Parks

Discussion Item

Title: Consideration of the conceptual plan and cost estimate for the Laramie Skate Park Expansion Project.

Recommended Board MOTION:

I move the Parks, Tree and Recreation Advisory Board approve and recommend the conceptual design and cost estimate for the inclusion of the Laramie Skate Park Project in the City of Laramie's Six Year Capital Plan and forward onto 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.

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

Background: In January 1998, a large group of skateboarders attended a City Council meeting to ask for a skate park. This began a grass root movement by local skate boarders and parents to fundraise for a skate park in the Laramie area. The Zonta Club, chaired by Mary Vrooman and the Laramie Skate Park Committee raised \$67,000 by October of 1999. Later in 2000, when the Albany County School District agreed to impose a one-mill recreation tax, the City pledged its share of the recreation tax to build a skateboard park, making it the city's top priority. The fundraising raised nearly half of the \$144,000 construction cost. Albany County Recreation Board then committed \$70,000 for the construction of Laramie's skate park in Labonte Park.

On June 1, 2014, the Parks, Tree and Recreation Advisory Board approved an Adopt a Park agreement with Friends of Laramie Skate Park (FLSP), a subcommittee of Friends of Community Recreation. FLSP expressed an interest in adopting the skate park to provide education and outreach to the skate community, assist with graffiti removal, enhance the experience for skateboarders, conduct Learn to Skate workshops, and work with the City for future design and expansion of the skate park to keep in pace with current trends in the skateboarding community, and foster a healthy skate park community.

To this end, FLSP have conducted numerous Learn to Skate Days and hosted the End of Summer Jam on October 17, 2015 to raise money for a conceptual design and cost estimates from Dreamland Skateparks. Consulting fees for the conceptual plan and cost estimates was \$2,400. FLSP contributed \$1,400 through their fundraising efforts and the City contributed \$1,000. The cost estimates for construction is estimated at \$187,000. During this event, FLSP received sixty one (61) letters of support from the skateboarding community in support of the Laramie Skate Park Expansion Project. An example of the letter is included in this packet.

Staff recommends the inclusion of this project in the City of Laramie Six Year Capital Plan because of the strong community support received for the project and to meet the needs of the community.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:**REVENUE**

Source	Amount	Type
Other	\$1,400.00	FLSP Fundraising for Concetual Design
Total	\$1,400.00	

EXPENSE

Proposed Project Cost.

Project	Amount	Funds
Project Cost	\$1,000.00	COL Contribution to the Conceptual Design
Project Cost	\$187,000.00	Cost estimate from Dreamland Skateparks
Total Amount	\$188,000.00	

Responsible Staff:

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



Attachments: Dreamland Skateparks Cost Estimate and Conceptual Design
Letters of Support for the Laramie Skate Park Expansion Project (61)
Newspaper Articles

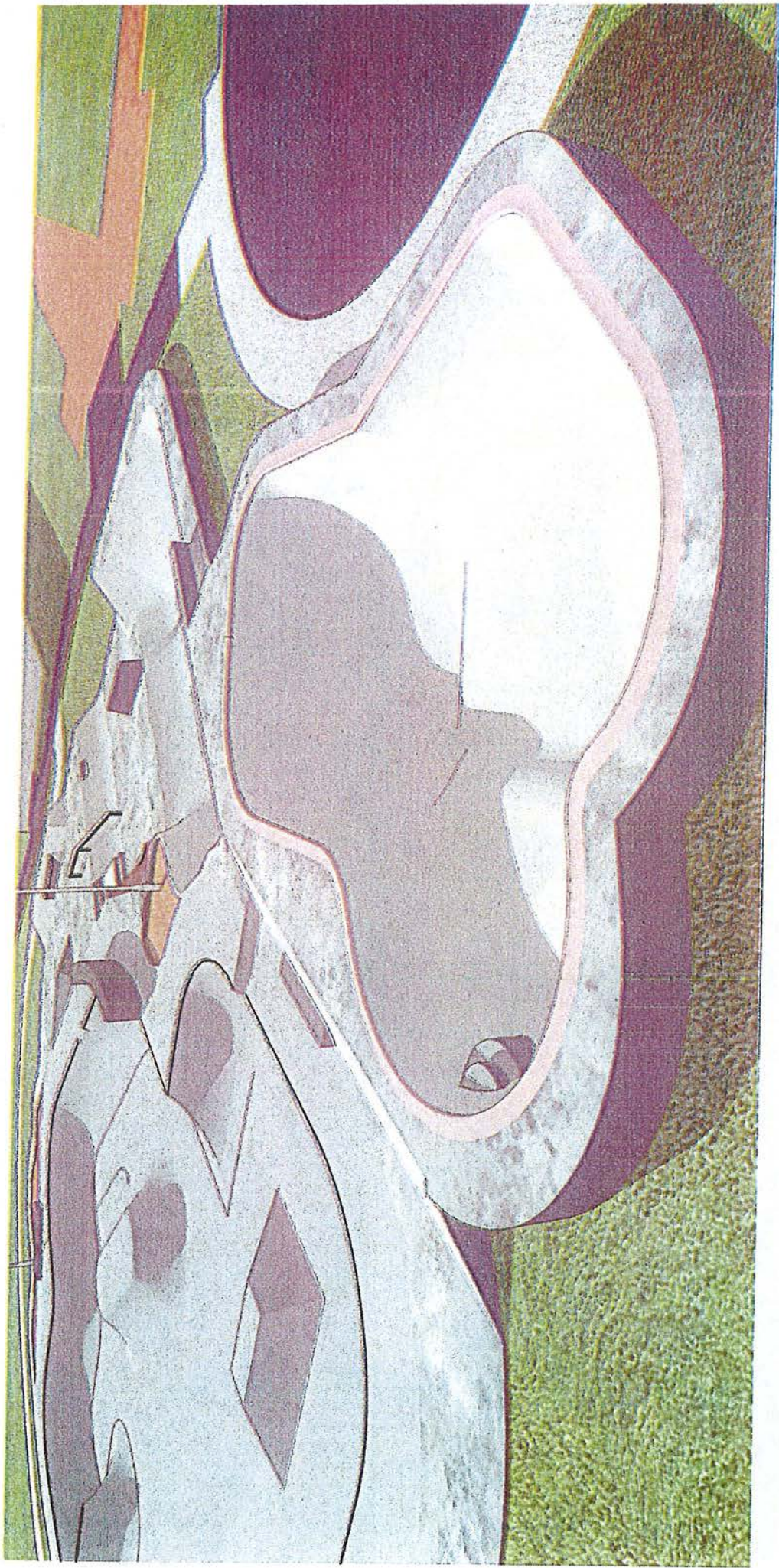
Dreamland Skateparks, LLC
2150 SE HWY 101 PMB 384
Lincoln City, OR 97367
Phone: (503) 577-9277

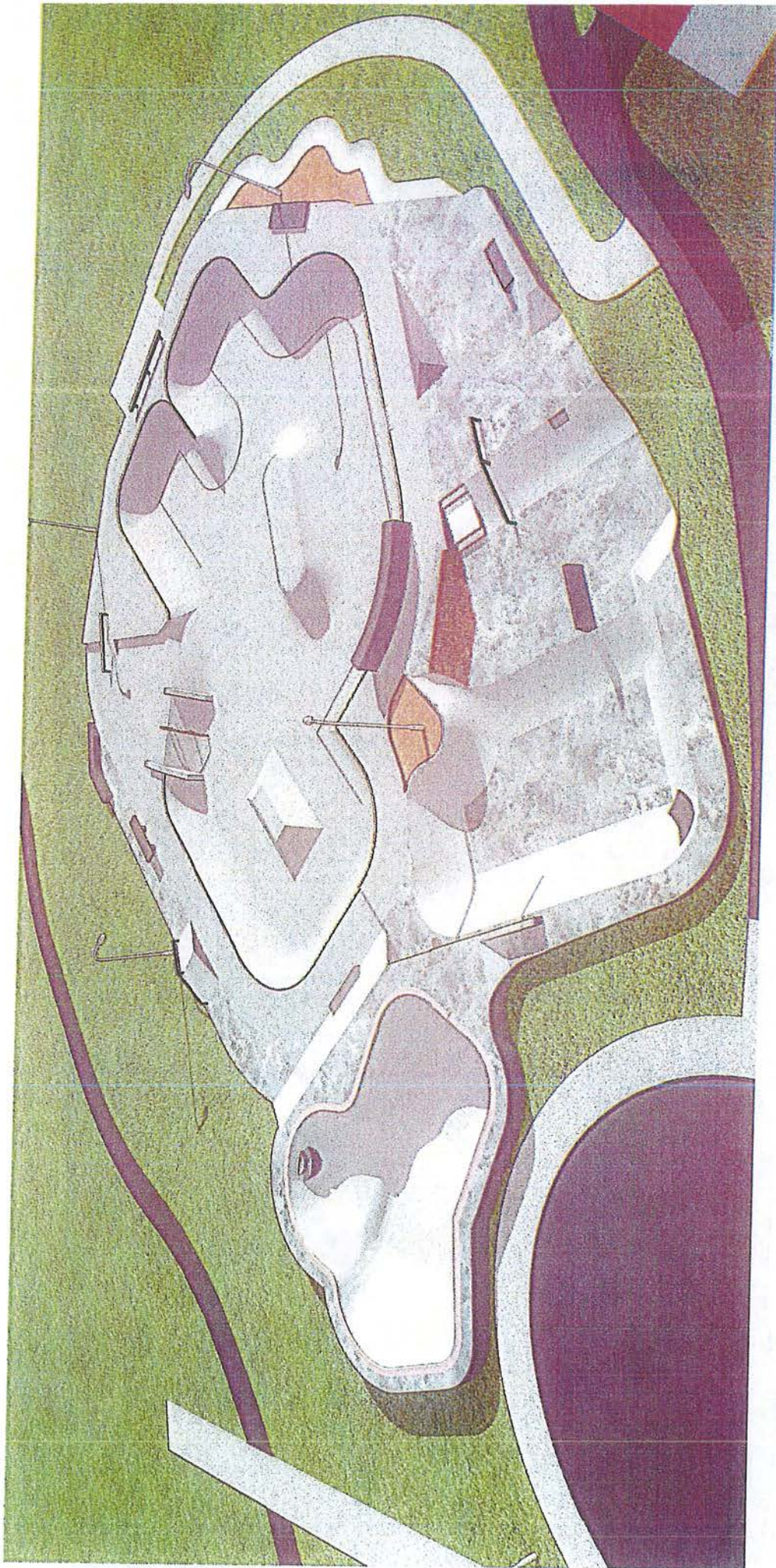
Laramie, Wyoming (October 27, 15)
7,000 sq ft.

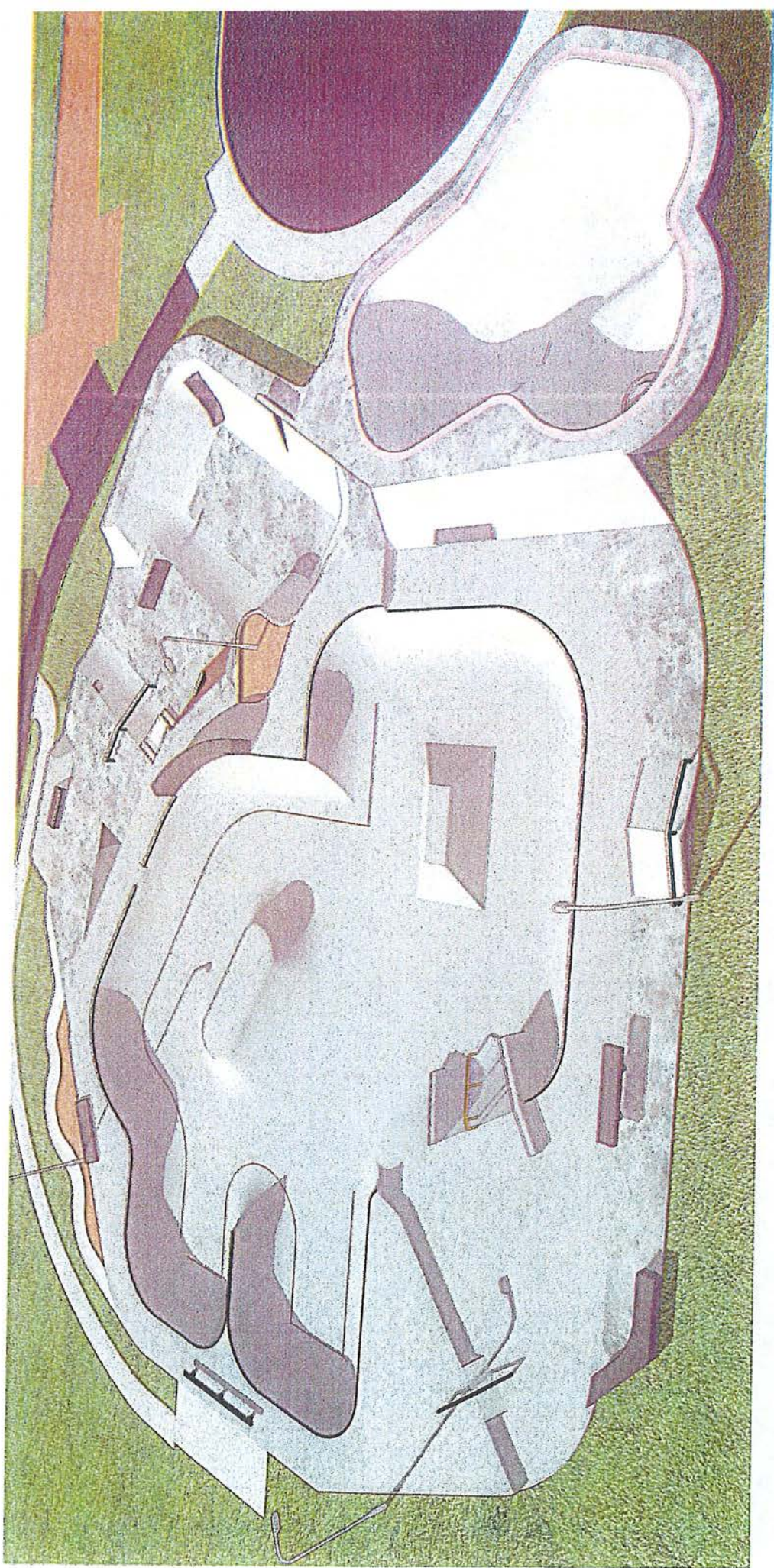
- **Design Fee**
 - 3d model to scale - Mears Design Group- \$1,800.00
 - Site-visit and design coordination – donated
 - Consultation (budget, schedule, etc.)- \$600.00
 - This does not include construction drawings
- **Estimated Construction Costs**
- **Mobilization**
 - Taxes, insurance, housing, travel etc.*
 - Total \$15,000.00*
- **Equipment**
 - Excavator
 - Concrete pump, air compressor
 - Total- \$20,000.00
- **Concrete**
 - 205 yards 4000 psi shotcrete plus wait time
 - Total - \$25,000.00
- **Rock**
 - 180 yards³/₄ minus crushed rock
 - Total- \$5,000.00
- **Wood**
 - Total- \$5,000.00
- **Rebar/ Coping/ Misc metal**
 - 980 pieces 20' length 3/8 rebar and misc.
 - Total- \$9,000.00
- **Misc. materials and drainage**
 - Misc. Materials- \$8,000.00
- **Labor**
 - Total- \$100,000.00

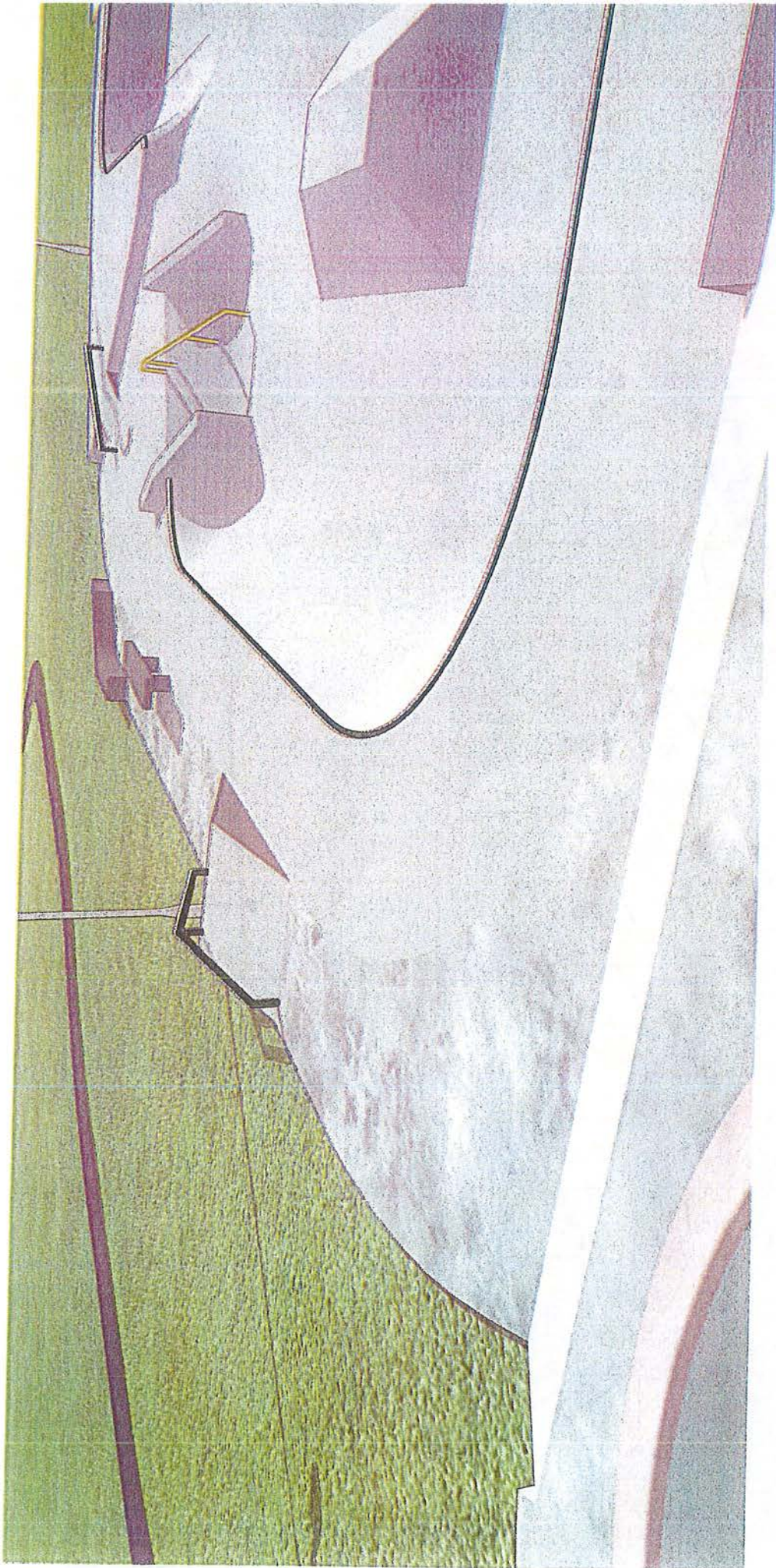
Total estimated budget for construction: \$187,000.00

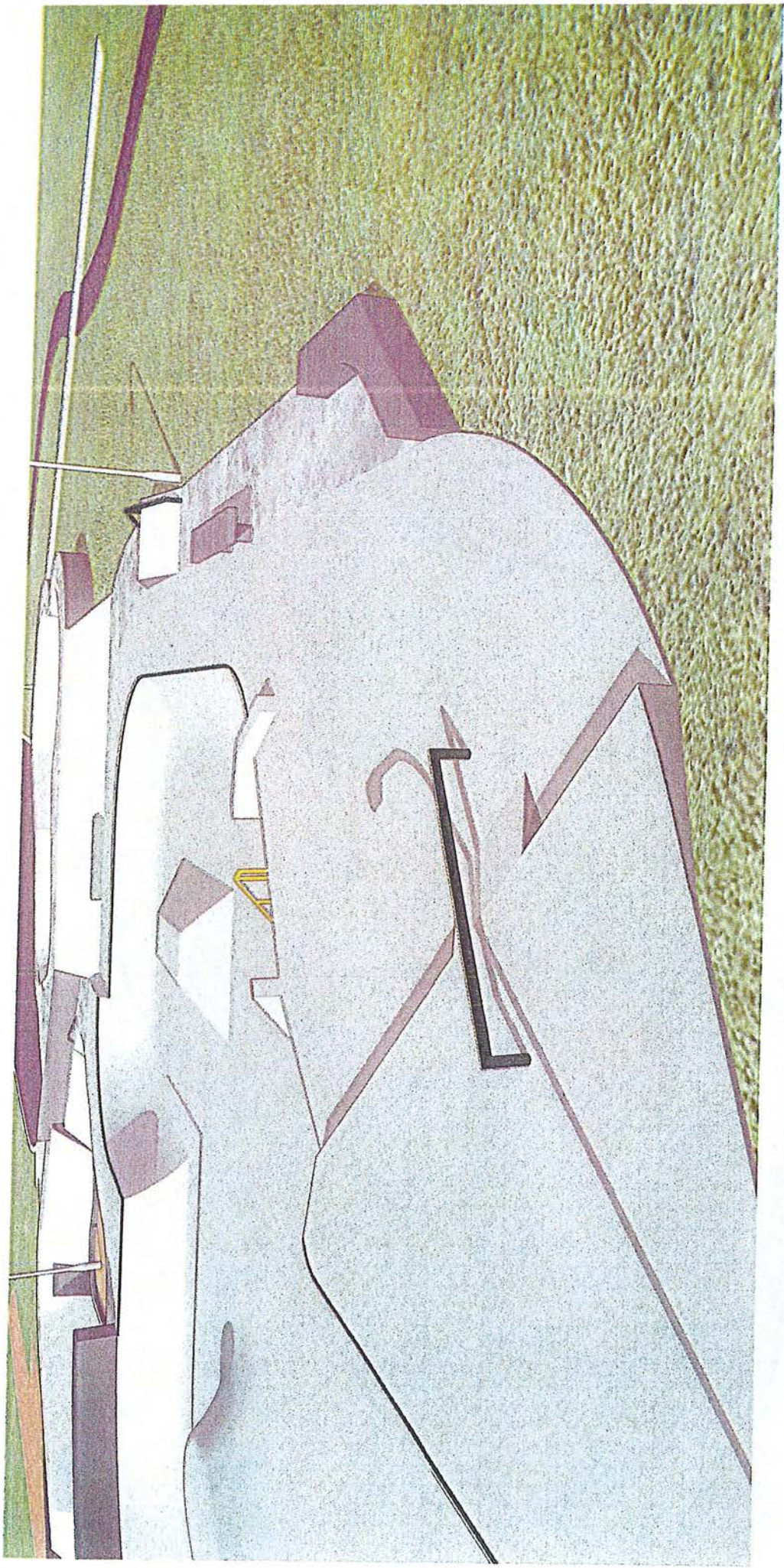
This does not include fencing or concrete walls. This amount may vary depending on final construction drawings.

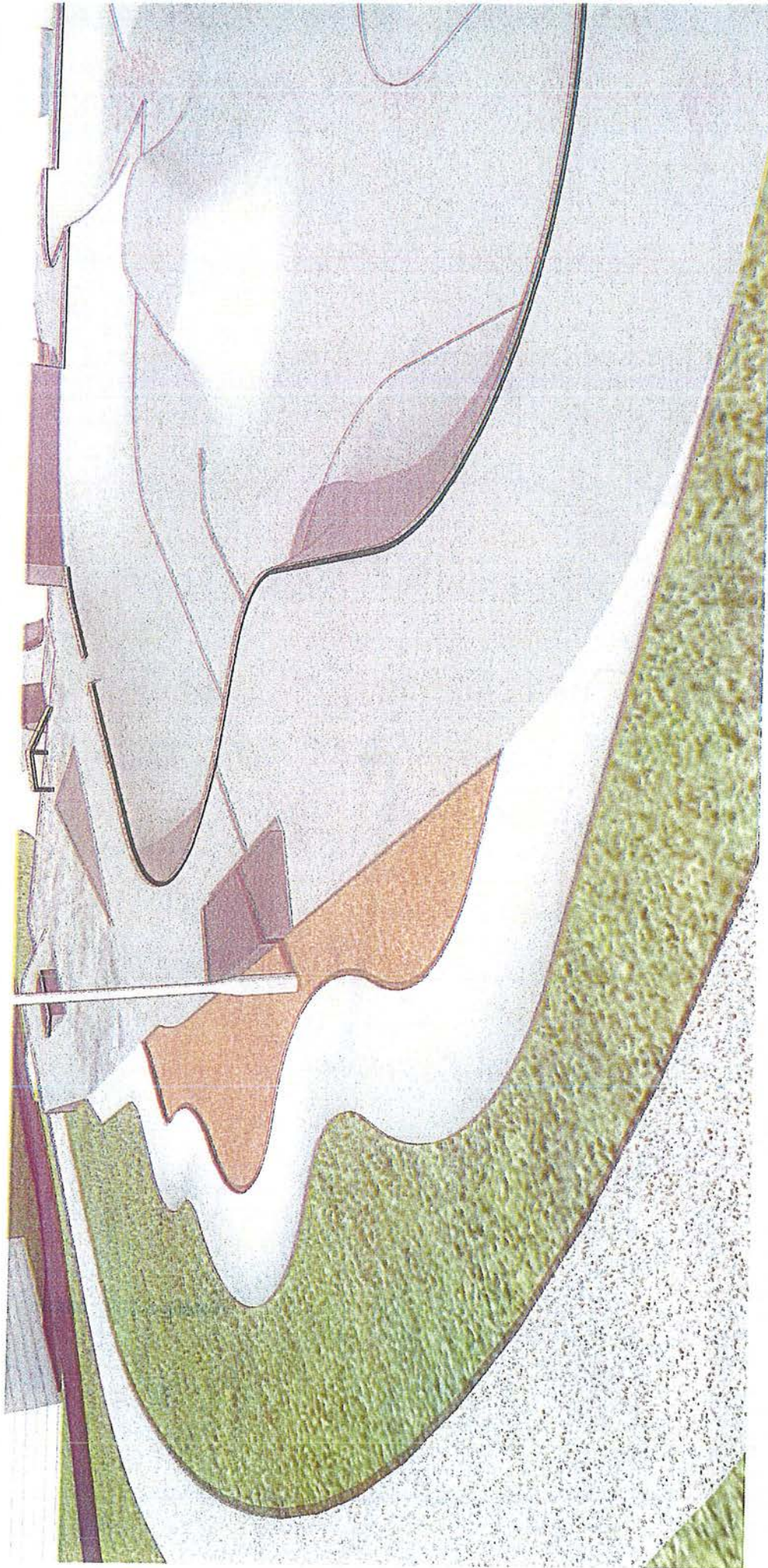


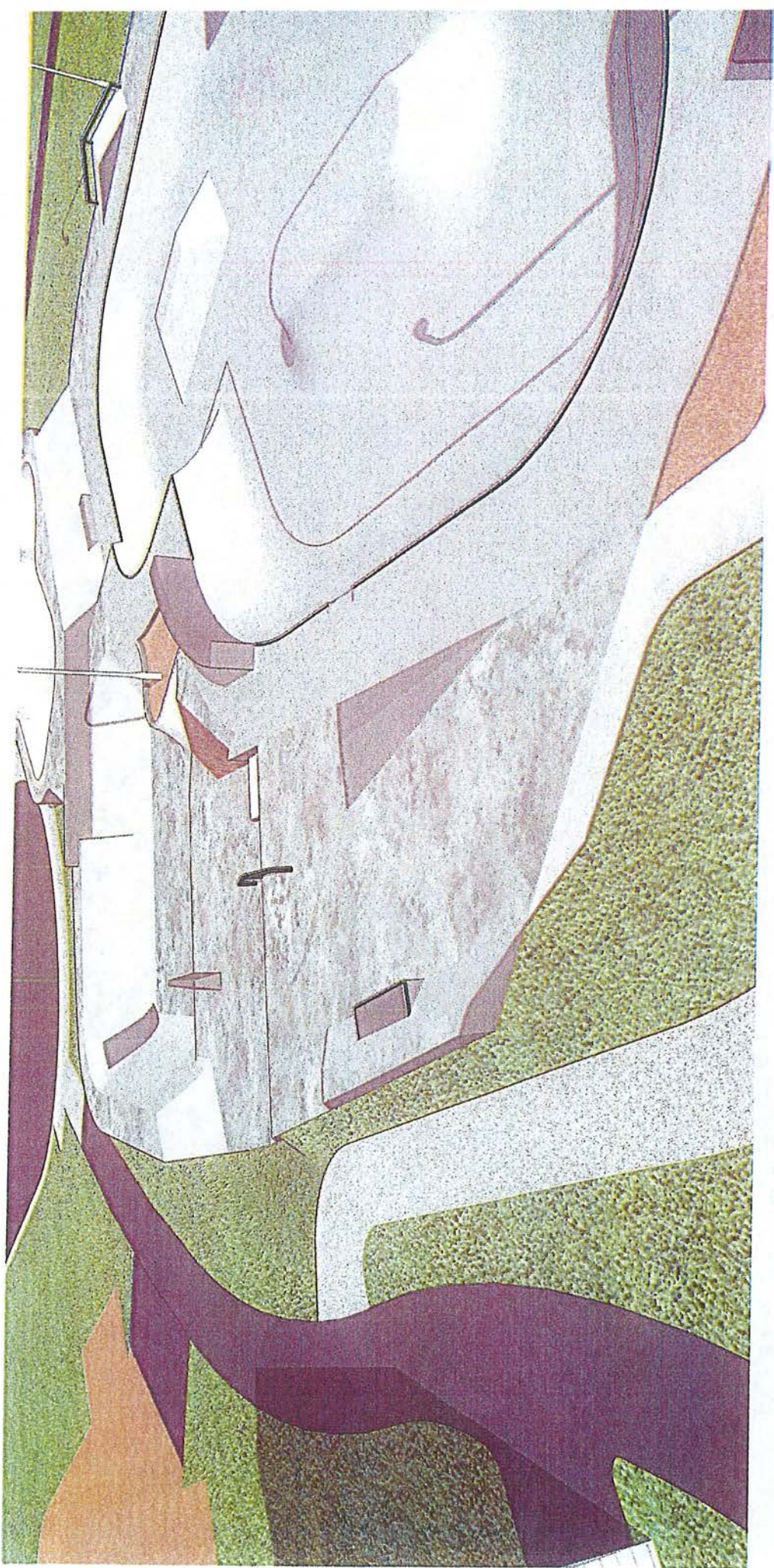


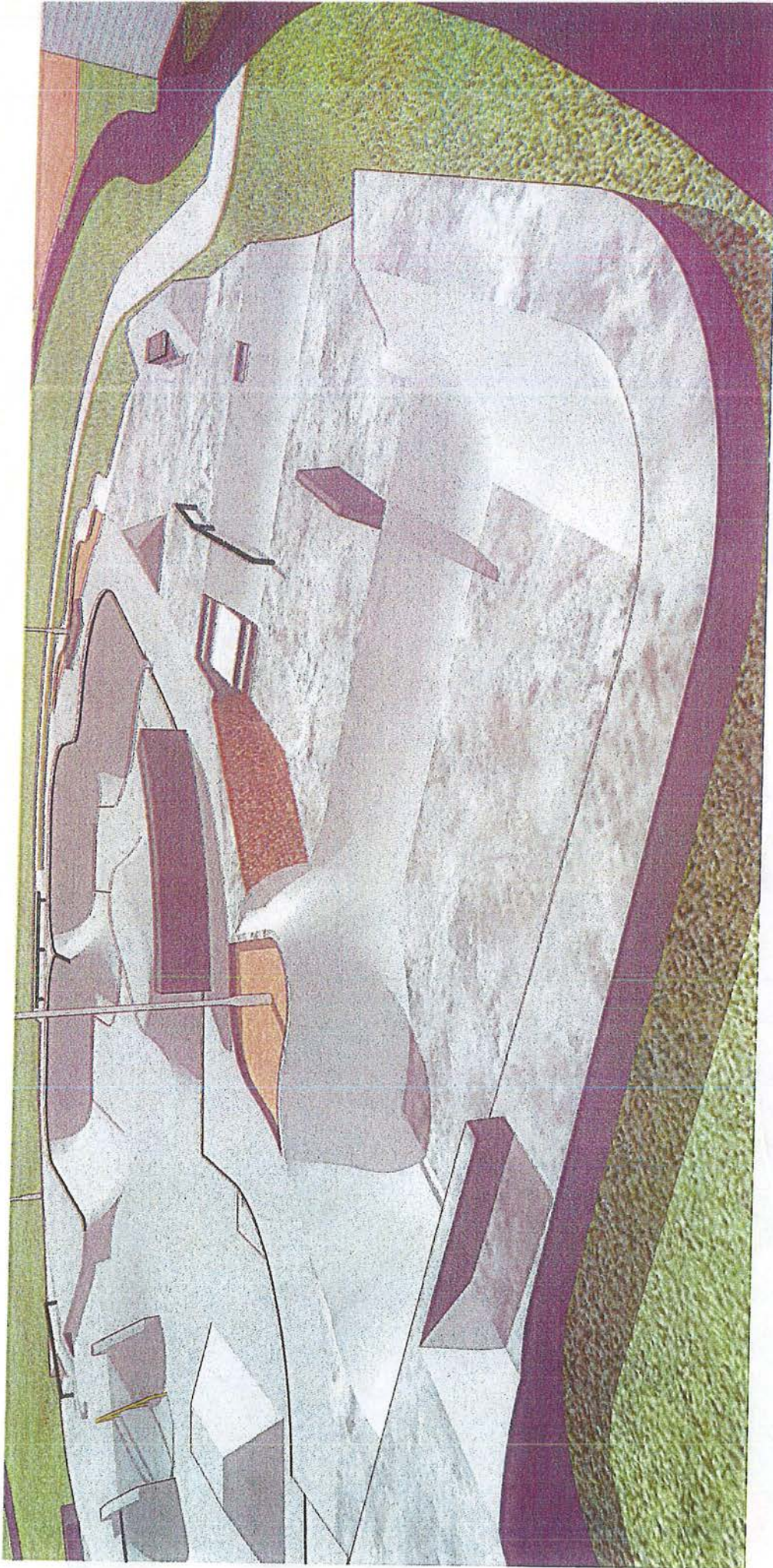


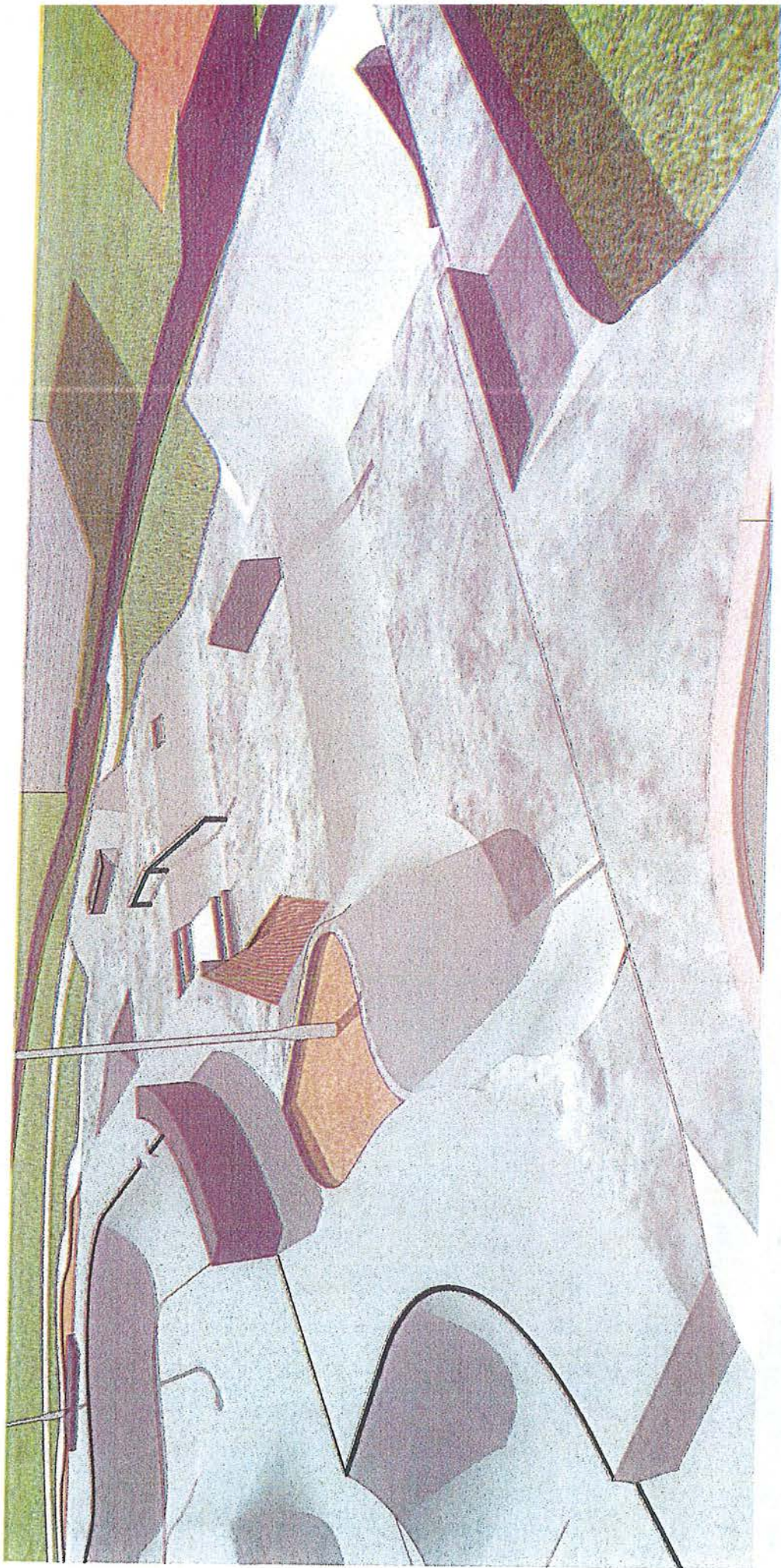


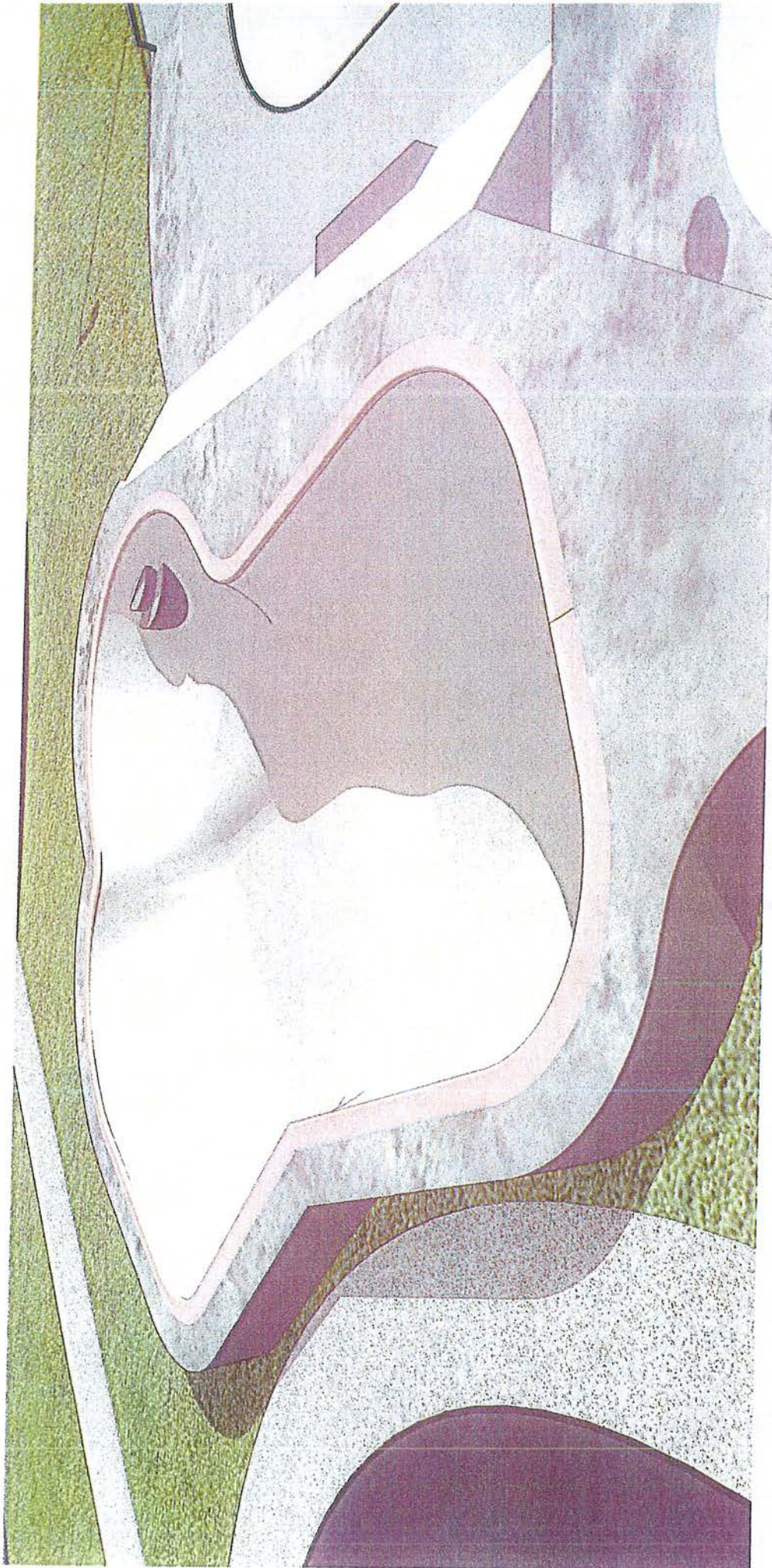












Dear Parks and Recreation Director Harrison and the Laramie City Council,

I am writing to voice my support for the expansion of the Laramie Skate Park (LSP).

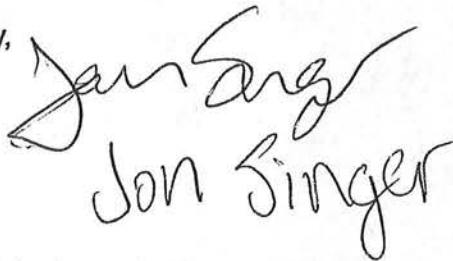
For the last 15 years LSP has proved to be a great investment for our community, giving many young athletes a space to grow and learn and stay healthy. Over the years as wheel sports and park designs have progressed, our great park has shown it's limits.

With park expansion LSP will:

1. Accommodate more riders at one time.
2. Service and inspire all levels of riders, from beginners to professionals.
3. Attract athletes traveling along I-80 to spend more time and money in Laramie.

Please join me and my fellow Friends of the Laramie Skatepark in supporting this great opportunity to update our beloved park and improve our community.

Sincerely,



Jon Singer

Friend of the Laramie Skate Park

SUPPORTING THE SKATEBOARD COMMUNITY



Skateboarders Davy Wiltse and Rhyd Moreno do a 5-0 grind Tuesday at the LaBonte Park Skate Park. JEREMY MARTIN/Boomerang photographer

Group raising money for skate park expansion

By **EVE NEWMAN**
even@laramieboomerang.com

A fundraiser Saturday at the skateboard park at LaBonte Park aims to kick-start a campaign for future expansion. Friends of Laramie Skatepark is organizing the End of Summer Jam to raise money for design plans. The event is from 11 a.m. to 5 p.m. Saturday, with registration from noon-1 p.m. Josh Kaffer, a member of Friends of Laramie Skatepark, said the park, finished in 2000, needs updating and expanding. It consists of a large in-round bowl with a couple small islands. A concrete deck

surrounds the top of the bowl. Kaffer estimated the park receives about a hundred visits a week, but he said it's not safe for more than one skater at a time to use the bowl because of the way it's configured as a single space. There also aren't any elements for beginners, and the space around the deck could be used more efficiently. "It's fairly limited as far as how many people it can handle at once," he said. As well, many skateboarders using obstacles that mimic an urban environment, such as stairs, railings and benches. Kaffer envisions these

street elements as part of any expansion. "Skate parks have come a long way," he said. Friends of Laramie Skatepark is aiming initially to raise \$1,000, which it will use toward the cost of a design from Oregon-based Dreamland Skateparks. The group already raised a portion of that money from T-shirt sales and a farmers' market booth. Kaffer said he's hoping to see the skate park expanded into the area adjacent to the existing park on the north side. Fill dirt was added during initial construction to build up an area

IF YOU GO ...

What: End of Summer Jam
When: Noon-5 p.m. Saturday
Where: Skate park at LaBonte Park
How much: \$5 to enter
More info: www.facebook.com/laramieskate

for a bowl, and now there's a slope down to a parking lot. A chain-link fence surrounds the park, and Kaffer said there's plenty of room. "There's a lot of grass inside the fenced park," he said.

See *Skate park, A10*



RICHARD NOTKIN VISITING ARTIST TALK is at 6:30 p.m. in the University of Wyoming Visual Art III. Contact: Manitara.Hardie@uwyo.edu for more

CANCELLED: Laramie City Board of Health meeting scheduled for 6:15 p.m. in City Annex Conference Room at 405 Grand Ave. has been canceled.



SAFE PROJECT DOMESTIC VIOLENCE AWARENESS CANDLELIGHT VIGIL is at 6 p.m. at the Alice Hardie Stevens Center, 603 Iverson St.

WYOMING ARMY NATIONAL GUARD TOWN HALL MEETING is at 4 p.m. at the National Guard 2901 Armory Rd. The meeting will give the public an opportunity to ask questions to senior Wyoming Army Guard leadership. Go to wyo.military.wyo.gov for more information.

YOUTH MEN CLASS is from 8:30 a.m. to 11:30 a.m. at 2130 Garfield St. T register or for more

DELIVERING VALUE THROUGH ACCOUNT PAYABLE PRESENTATIONS are at noon and 1 p.m. at First Interstate Bank, 221 Iverson St.

Thursday

Events that have ticket or admission prices are marked. Events listed here are subject to change without notice.

1. Reserve seats by 10:00 a.m. for all events.

Friday

LARAMIE SOUP KITCHEN FREE COMMUNITY LUNCH is from 11 a.m.-1:30 p.m. in the basement of St. Matthew's Cathedral, 104 S. Fourth St.

LARAMIE ROTARY CLUB meets at noon at O'Dwyers, Public House, 1622 Grand Ave. Email: laramierotary@gmail.com for more information.

WEIGHT WATCHERS meets at noon, with weigh-in 30 minutes before the meeting time, at 1660 N. Fourth St., Suite R.

WATERCOLOR CLASS is at 1 p.m. at the Eppson Center for Seniors, 1560 N. Third St.

WYOMING ASSISTIVE TECHNOLOGY RESOURCES (WATR)

OPEN LAB is from 1-4:30 p.m. in Room 151 of the University of Wyoming Health Sciences Building, Ninth and Clark streets. Email: watr@uwyo.edu or call 766-6187 for more information.

VETERANS COFFEE DISCUSSION GROUP meets from 9-10 a.m. at the Eppson Center for Seniors, 1560 N. Third St. The group is intended for veterans of any era.

FALL PREVENTION CLASS is at 10 a.m. at the Eppson Center for Seniors, 1560 N. Third St.

LARAMIE SOUP KITCHEN FREE COMMUNITY LUNCH is from 11 a.m.-1:30 p.m. in the basement of St. Matthew's Cathedral, 104 S. Fourth St.

FREE STRESS RELIEF CLINIC is at 11 a.m. at Peak Wellness, 1263 N. 15th St. Contact Sara Bursac at 460-2771 or nadaoffice@caduceus.com for more information.

AMERICAN LEGION FRIDAY FEED is from

Skate park

Continued from A1

Laramie Parks Director Paul Harrison said an adjacent expansion is an option, but he's concerned about liability because of the slope. The city would need to have a professional design team approve such a plan.

"From the city's perspective, that's a short-term solution, to have a few elements added onto the current skate park," Harrison said.

Another option, included in the Parks, Trails and Recreation Master Plan, calls for a new park on the other side of the LaBonte baseball field that would be for skateboards and BMX bicycles. Harrison said that's the long-term solution.

"It really will expand the skate park," he said.

The current park wasn't designed with bikes in mind, and there's no space for both.

"We've had some struggles there," Harrison said.

Any skate park expansion would need to be included in the city's biennial budget once the planning process was completed. Harrison said outside fundraising would boost the chances of approval.

"The elected officials would love to be able to do more recreation things like this, but having a grassroots efforts and community contributions and grants come to the table makes a huge difference for their funding priorities," he said.

Kaffer said he's looking forward to working with the city and building up the local skating community.

"We're not afraid of raising money, especially if we get to have fun while we do it," he said.

Saturday's event is scheduled to include time for children, women and men to show off their best tricks in front of a panel of judges. Skaters will also compete to complete the longest grind, when a skater slides the board along a metal rail. The entry fee is a suggested donation of \$5.

"We're trying to have a good time and hopefully have a lot of people show up and participate and show that it's a good community that needs support," Kaffer said.

Branding Iron 10/21/15

Skate park hosts competition to raise expansion money

Josh Barta

jbart@uwyo.edu

Friends of Laramie Skate park held their 'End of Summer Jam' at LaBonte Park Saturday to raise money for the skate park's future expansion.

The afternoon competition brought in skaters from all over Wyoming and Colorado to compete for prizes in events such as best trick and longest grind.

Friends of Laramie member Josh Kaffer helped organize the event.

"The park has been around for about 15 years," Kaffer said. "Since then it has received little attention."

The majority of the skate park is comprised of a large bowl section with a few rails and gaps on the periphery. Local skaters claim the limited space make some of park's features hard to use for more than one skater at a time.

Local skater Rhyd Moreno went as far as to say competitions at the skate park can be dangerous.

"Only one person can skate at a time," he said. "Sometimes people collide during jams. We have started calling them 'death matches.'"

Not long into the 'Kid's Jam,' two skaters collided with each other at the bottom of the bowl.

Skater Jentry Bain expressed his concern after seeing the collision.

"I am glad they were both able to get up," he said.

The 'Kid's jam' proceeded without another collision, and the kids were able to show the judges their skills.

Kaffer commented on the inclusion of kids in the competition.

"We want to get the kids outside and away from their computer screens," he said.

Kaffer also made mention of a community effort to get kids more involved.

"The second Saturday of every month we bring the kids together and teach them how to skate," he said.

Bear Bait owner and skater Norma Frost believes public approval is important in order for the city to help fund the expansion.

"There is always a chance the city funds the whole project," he said. "It is important the city sees that this is a good environment for kids to hang out."

Frost was serving barbeque to everyone at the competition and did a little skating as well.

Despite all the fun, Friends of Laramie fell short of its monetary goal by \$92, managing to only raise \$505 on Saturday.

Bain is hopeful for the future of the expansion.

"I am going to sell more T-shirts," he said.

Learn to Skate Day



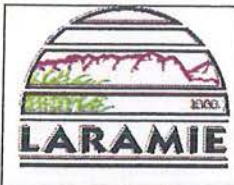
Volunteer skateboard instructor Conor Mullen, second from left, assists Samantha Mathews, 6, left, down the table top ramp Saturday during the Learn to Skate Day at LaBonte Park. Mullen said Saturday's event was really cool, with more of a community feel. To learn more about the skate park and the people who work to keep it running and teach local skaters, go to www.laramieboomerang.com or scan the QR code. JEREMY MARTIN/Boomerang photographer



Showing off some moves



Skater Felipe Lehtinen catches air Monday at the skate park in LaBonte Park. THADDEUS MAST/Boomerang staff



Agenda Item: Parks

Memorandum of Understanding

Title: Memorandum of Understanding between the City of Laramie and the Laramie Rivers Conservation District for the continued development, care, and maintenance of the LaBonte Park Outdoor Learning Education Center.

Recommended Board MOTION:

I move that the Parks, Tree and Recreation Advisory Board approve the Memorandum of Understanding between the City of Laramie and the Laramie Rivers Conservation District for the continued development, care, and maintenance of the LaBonte Park Outdoor Learning Education Center and forward on to Council for their consideration.

Administrative or Policy Goal:

The Board will encourage and support the conservation of the City's renewable water resources with emphasis on promoting water-wise native xeric plants for Laramie.

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

Background: On March 7, 2007, the Parks, Tree and Recreation Advisory Board conditionally approved the LaBonte Lake Learning and Nature Center conceptual plan as proposed by Trish Penny, Education Coordinator, with Laramie Rivers Conservation District (District). On January 13, 2010, the Parks, Tree and Recreation Advisory Board considered and approved a Memorandum of Understanding (MOU) for the development, care, and maintenance of the LaBonte Park Outdoor Learning Education Center. This was subsequently approved by City Council on February 2, 2010. The 2010 MOU had a term of five (5) years and expired June 30, 2015.

Over the past five (5) years the District and their many volunteers have installed a floating dock, xeriscape garden, floating island, tree walk and interpretive signage, community and kid's gardens, butterfly and sensory gardens, and a bee hive. Programs include soil health testing, insect ID and pest control, pollination, plant disease, weed ID and control, composting, and harvesting.

The program has been very successful with 619 kids and 159 adults in the Summer Kids Garden Club; 1026 students and 196 adults in the Lab School; and 977 kids and 406 adults in the workshops for kids and adults offered. This is a total of 2622 students and 761 adults that connect with nature and the Park or as one five year old put it, "I plant it, I grow it and I eat it."

Staff is recommending a five (5) year extension of the MOU. However, rather than an Amendment, the City of Laramie and the District drafted the attached MOU that reflects the on the ground development, care, and maintenance of the LaBonte Park Outdoor Learning Education Center. The major changes to the MOU are:

- All improvements shall meet the Department of Justice Americans with Disabilities Act (ADA) standards and specifications in effect at the time the improvements are constructed by the District.
- Upon final acceptance by the City of the improvements of each phase of the Outdoor Learning Education Center development the District will be responsible for the care and maintenance of all improvements up to five hundred dollars (\$500.00).

- The City shall review all requests for improvements over five hundred dollars (\$500.00) to the LaBonte Park Outdoor Learning Education Center and shall forward all the requests to the Parks, Tree and Recreation Advisory Board for discussion and/or approval. Subsequent to the Parks, Tree and Recreation Advisory Board action, all recommendations shall be forwarded for approval by the Laramie City Council, which shall have the final decision as to the proposed improvements.
- The Parties agree that the City and the District shall jointly responsible for all maintenance repairs that exceed five hundred dollars (\$500.00) in cost, as agreed upon by the City and District.
- All capital improvement expenditures and major maintenance items shall be scheduled and addressed by the City and the District.

Over the next five years, the District would like to install an interpretive path, replace the existing greenhouse, add a table inside the garden area for classes, and repair/replace the floating island(s).

Legal/Statutory Authority: LMC 12.44.020 and 12.48.010

BUDGET/FISCAL INFORMATION: N/A

Responsible Staff:

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



Attachments: MOU between the City of Laramie and Laramie Rivers Conservation District
PowerPoint presentation provided by Trish Penny with Laramie Rivers Conservation District

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
THE LARAMIE RIVERS CONSERVATION DISTRICT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "Agreement") is made and entered into this ____ day of December, 2015 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as "City") whose address is 406 Iverson St., Laramie, Wyoming 82070 and the Laramie Rivers Conservation District (hereinafter referred to as "District") whose address is 5015 Stone Road, Laramie, Wyoming 82070 (hereinafter collectively referred to as "Parties").

2. **Purpose.** The purpose of this Agreement is for the Parties to address the use of generally the east side of LaBonte Park, excluding the Ft. Sanders building footprint and grounds under a lease agreement by Action Resources International, by the District as a public Outdoor Learning Education Center.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from the date of execution through June 30, 2020 unless otherwise terminated or extended as outlined herein.

4. **Consideration.** This Agreement is not expected to require the expenditure of any funds from one of the Parties of the other Party, but the mutual promises contained herein are acknowledged by the parties to be good and sufficient consideration.

5. **Responsibilities of District.** In the event that the District wishes to make improvements to the area provided in LaBonte Park, the District shall follow the procedure set forth below:

A. The District shall request in writing and submit written plans and specifications for all improvements for the LaBonte Park Outdoor Learning Education Center a minimum of forty five (45) days prior to improvements being made.

B. All materials, supplies, improvements, labor utilized by the District for the LaBonte Park Outdoor Learning Education Center shall become property of the City once the improvements, materials and supplies are constructed or installed in LaBonte Park and upon final acceptance by the City as detailed in Laramie Municipal Code, chapter 12.44.020, Acceptance of gifts generally.

C. The District shall be responsible for the care and maintenance of all improvements until completion and final acceptance by City for each stage or phases of development. During moving in, construction, and moving off, District shall keep the Park free and

clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public, as directed by the Parks and Recreation Director or his/her designee.

D. The District shall be responsible for restricting public access and usage of water provided by the City for the Outdoor Learning Education Center for seasonal plant material irrigation only, and not for potable drinking water.

E. The District's agents, volunteers, contractors, employees, tenants, or licensees will complete the City's approved volunteer liability release and consent form prior to performing any work or construction activities in LaBonte Park.

F. All improvements shall meet the Department of Justice Americans with Disabilities Act (ADA) standards and specifications in effect at the time the improvements are constructed by the District.

G. Upon final acceptance by the City of the improvements of each phase of the Outdoor Learning Education Center development the District will be responsible for the care and maintenance of all improvements up to five hundred dollars (\$500.00).

6. Responsibilities of City. In the event that the District submits a proposal for improvements to be placed in LaBonte Park pursuant to the provisions of this Memorandum of Understanding, the City shall follow the procedure hereinafter set forth:

A. The City shall review all requests for improvements over five hundred dollars (\$500.00) to the LaBonte Park Outdoor Learning Education Center and shall forward all the requests to the Parks, Tree and Recreation Advisory Board for discussion and/or approval. Subsequent to the Parks, Tree and Recreation Advisory Board action, all recommendations shall be forwarded for approval by the Laramie City Council, which shall have the final decision as to the proposed improvements.

B. The City will notify the District in writing of the approval with conditions or without, or denial of any requested improvements.

C. City will review the Outdoor Learning Education Center project design in relation to the Laramie Comprehensive Plan, Parks and Recreation chapter, and the draft Parks and Recreation Master Plan, if adopted and approved by the City. All Outdoor Learning Education Center improvements shall be designed and built to City standards and specifications in effect at the time the improvements are constructed by the District.

D. City agrees to inspect improvements during and at the completion of construction of each phase of development within ten (10) days of notification and, if completed in accordance with the standards and specifications for such improvements, to certify the improvements as being in compliance with City standards and specifications and ADA standards and specifications. The inspections and certifications will be conducted in accordance with standard City policies and

requirements.

E. City shall retain the right to require the correction by District at any time of any item, or items, which do not conform to City Standards, Specifications, plans, policies, Ordinances, or ADA standards and specifications except for such item or items as may have been approved by the Parks and Recreation Director or his/her designee, whether in the plans or otherwise noted.

F. City shall provide non-potable water for seasonal plant material irrigation use in the Outdoor Education Learning Center from the current underground irrigation system at no cost to the District.

G. Fall winterization and spring startup of the LaBonte Outdoor Learning Education Center shall be the responsibility of the City.

H. Tree care, pruning and spraying shall be the responsibility of the City.

7. **Responsibilities of Parties.**

A. The Parties agree that the LaBonte Park Outdoor Learning Education Center shall remain open and accessible to the public and LaBonte Park users at all times under the Laramie Municipal Code, chapter 12.48.010, closed areas.

B. The Parties agree that the City and the District shall jointly responsible for all maintenance repairs that exceed five hundred dollars (\$500.00) in cost, as agreed upon by the City and District.

C. All capital improvement expenditures and major maintenance items shall be scheduled and addressed by the City and the District.

8. **Special Provisions.**

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

(i) **Commercial General Liability Insurance.** The District shall maintain coverage, during the entire term of the Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) general aggregate.

(ii). **Workers Compensation or Employers Liability Insurance.** District shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Agreement. District's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required, or such other workers compensation

insurance as appropriate. District's insurance shall include A Stop Gap coverage in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per employee for each accident and disease. District shall have also supply proof of workers' compensation and employer's liability insurance on each and every subcontractor before allowing that subcontractor on the job site.

(iii). **Business Automobile Liability.** District shall maintain, during the entire term of the Agreement, automobile liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence.

(iv). **Coverage.** All policies required under this Agreement shall be in effect for the duration of this Agreement and projects. All policies shall be primary and not contributory. District shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

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

(vi). **City's Right to Reject.** The City reserves the right to reject a certificate of insurance if District's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

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

(viii). **Cancellation.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from District 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.

B. Monitor Activities. City shall have the right to monitor all related activities of the District and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all District personnel in every phase of performance of related work in LaBonte Park.

C. Publicity. Any publicity given to the LaBonte Park Outdoor Learning Education Center herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the District, shall identify City

as a sponsoring agency and shall not be released without prior written approval from City.

D. Indemnification. District shall indemnify, defend and hold harmless City, their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of District's failure to perform any of District's duties and obligations hereunder or in connection with the negligent performance of District's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of District's negligence.

E. Notice of Defect. City will provide timely notice to the District whenever inspection reveals that an improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than fifteen (15) days and City may declare a default under this Agreement in accordance with Paragraph 8, E if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

F. Warranty. District warrants that all improvements constructed by District or District's agents, volunteers, contractors, employees, tenants, or licensees will be free from defects for a period of ninety (90) days from the date City accepts the dedication of a completed improvement or group of improvements (the Warranty Period), except District does not warrant the improvements for defects caused by events outside the control of District or District's agents, volunteers, contractors, employees, tenants, or licensees. District agrees to repair any damage to the improvements without cost to City before and during the Warranty Period due in accordance with City's written instructions, either correct such defective work, or, if it has been rejected by City, remove it from the park site and replace it with non-defective work. If District fails to promptly comply with the terms of such instruction, City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for professional services, shall be paid by District.

G. Termination. Either party to this agreement may terminate such by giving notice of not less than thirty (30) days in writing of official action that has been taken by the governing body of the party which terminates the Memorandum of Understanding. In the event that such official action has been taken and the MOU has been terminated, then all of the improvements which have been constructed and not accepted by the City shall be removed by the District and the property restored to the same condition as prior to the improvements, which shall then have responsibility for maintenance and repair. The District will have no further association with the improvements.

H. Americans with Disabilities Act. District shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 *et seq.* and any properly promulgated rules and regulations related thereto.

T. City Policies. The ^{District} Consultant acknowledges familiarity with the City Policies as applicable to this contract and listed below:

(i). The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

(ii). 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.

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

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

K. Liaison and Notice City's and District's Designated Representatives.

(i) City's designated representative is Paul Harrison, Parks & Recreation Director, P.O. Box C Laramie, WY 82073: telephone number: (307) 721-5260 and facsimile: (307) 721-5284 or his/her designee.

(ii) The District's project representative is Tony Hoch, District Manager, 5015 Stone Road, Laramie, Wyoming 82070: telephone number: (307) 721-0072 and facsimile: (307) 745-6764 or his/her designee.

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

INTENTIONALLY LEFT BLANK

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

CITY OF LARAMIE, WYOMING:

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

Attest: _____
Sue Morris-Jones, CMC
City Clerk

LARAMIE RIVERS CONSERVATION DISTRICT:

By: _____

Title: _____

Witness: _____



Outdoor Learning Center Community and Kids Garden at LaBonte Park

- A student led project to provide a local area where hands-on educational studies could take place
- Benefit the community
- Taught as an elective class for middle school students
- Students made presentations, developed a brochure, researched projects, wrote grants and provided a majority of the labor
- Encouraged other schools within the district to become involved

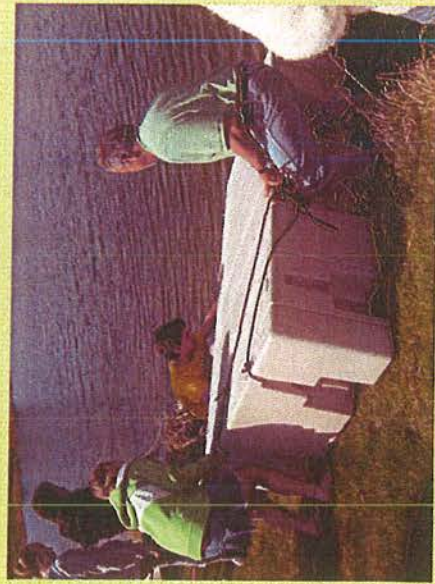
PROJECT SUMMARY:

La Bonte Outdoor Learning Center will be a natural educational park to...

- Support student environmental studies
- Improve the lake's water quality
- Demonstrate wetland conservation
- Cultivate wildlife habitat
- Improve aesthetic qualities of the Park
- Improve recreational resources
- Positively connect people with nature
- Utilize renewable resources where possible
- Composting

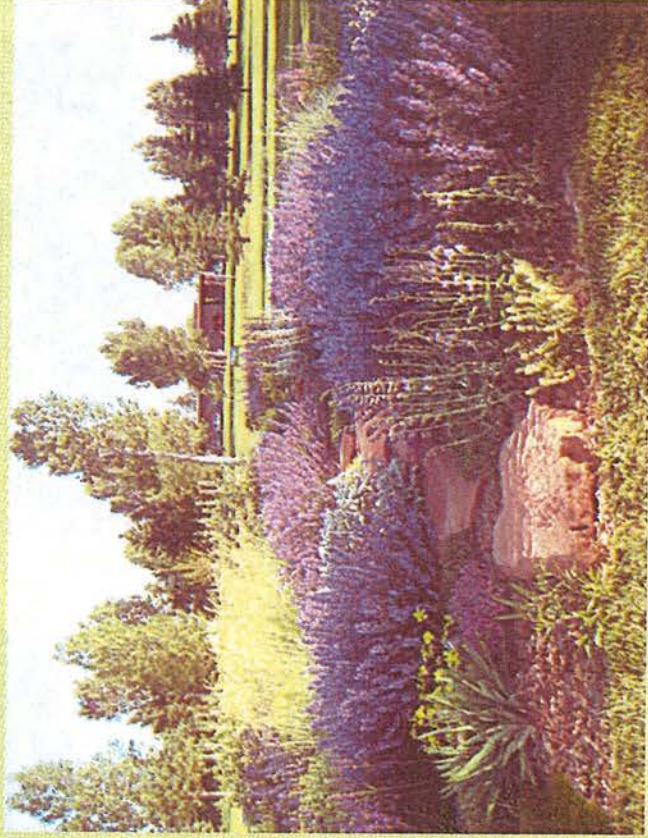
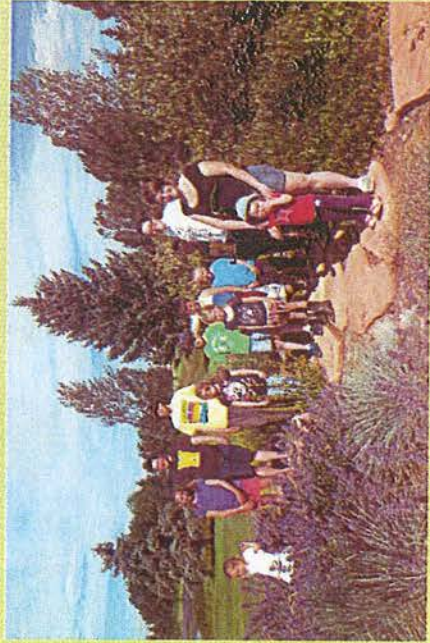
FLOATING DOCK

Students selected a dock made by "Connect-a-Dock, Inc." Dock fluctuates to changing water levels and is wheelchair accessible. ADA accessible floating dock provides access for viewing microhabitats and acts as a collection site for biological and chemical sampling, viewing wildlife and study ecosystems.



XERISCAPE GARDEN

Demonstration garden using drought tolerant species that survive the elevation, weather and soil conditions of Wyoming. Provides food and some habitat for birds.



This garden is also used for observing and collecting pollinators.

FLOATING ISLAND BY BIO HAVEN

The island provides nesting and resting sites for birds. The microbes in the island structure help minimize algae growth. The island is designed to remove pollutants from waterways, including nitrates, phosphates, ammonia and heavy metals.



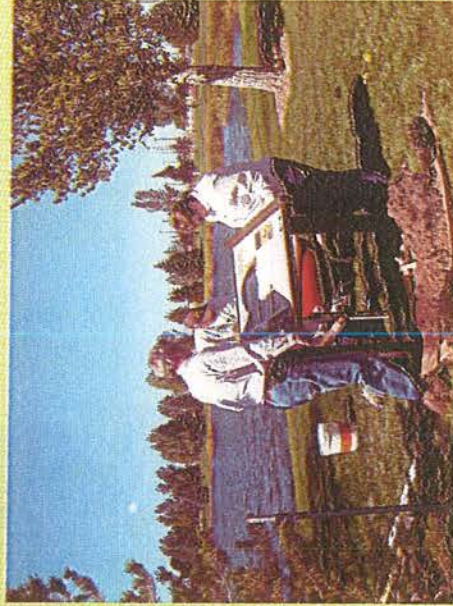
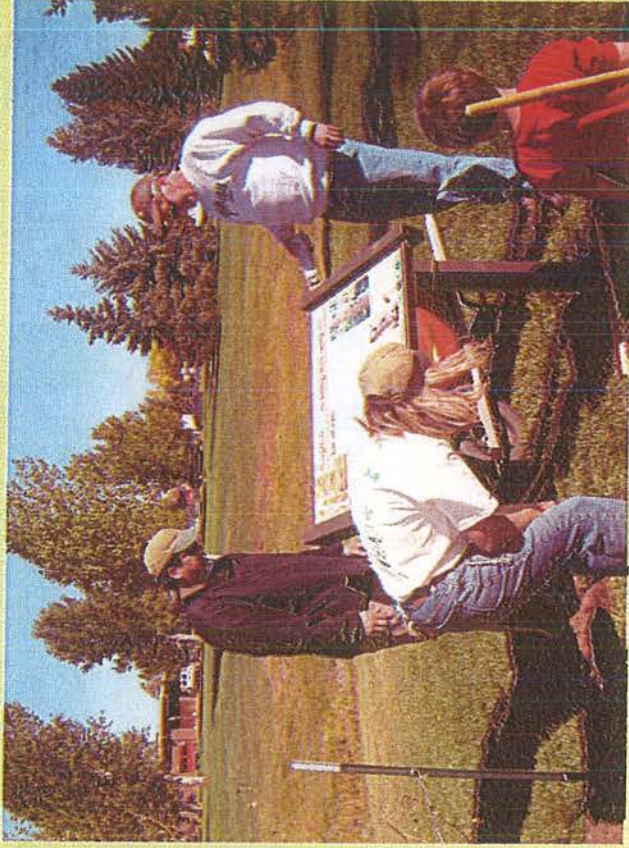
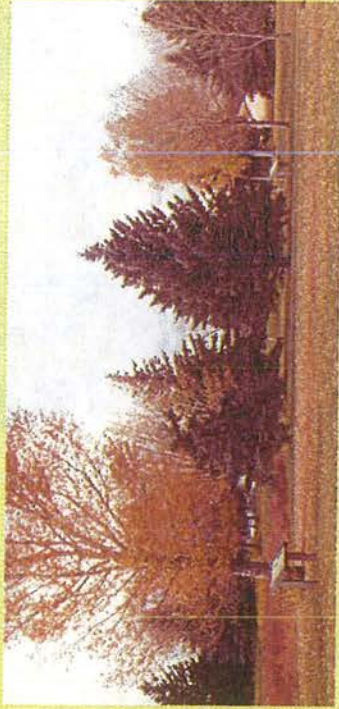
TREE WALK

Students wanted to showcase trees that are found throughout the community but were not currently in the park. Lodge pole and Aspen trees were chosen for public education and observation.



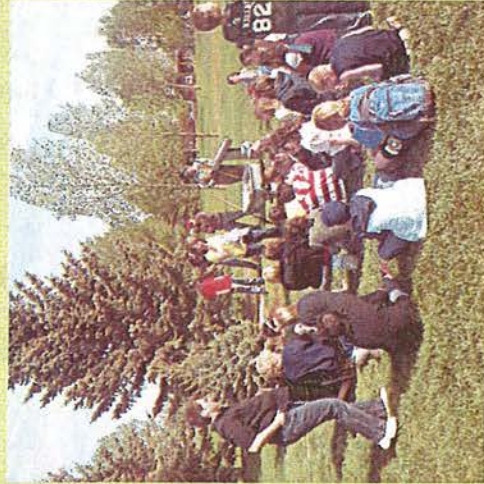
TREE WALK SIGNAGE

Signage identifying trees to promote community awareness regarding beetle kill, fires, etc.



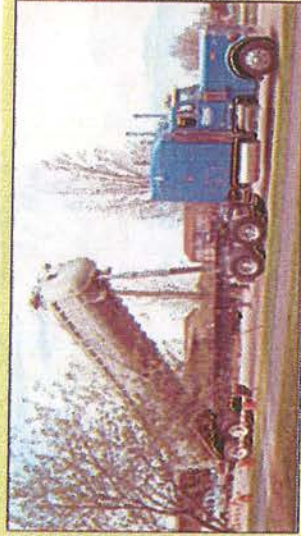
ARBOR DAY CELEBRATION

Each year the winner of the Albany County Arbor Day Contest plants a tree at LaBonte Park. Many of these trees are planted along the tree walk.



LABONTE PARK COMMUNITY AND KIDS GARDENS

When the Children's Museum closed and the original gardens were removed, the Lab School students wanted to continue their gardening programs but wanted to include the community as well. Their goal was to have a place "Where people of all ages and life experiences could grow healthy food and contribute to local sustainable food production."



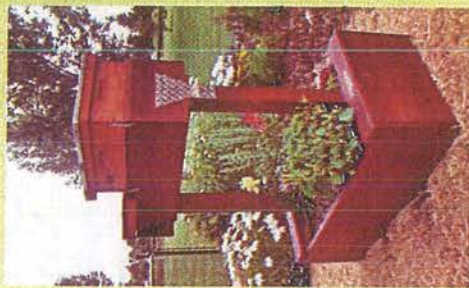
LABONTE PARK COMMUNITY AND KIDS GARDENS INSTALLED

Welcome sign describes the purpose, conduct and acknowledgement of those involved in developing the garden.



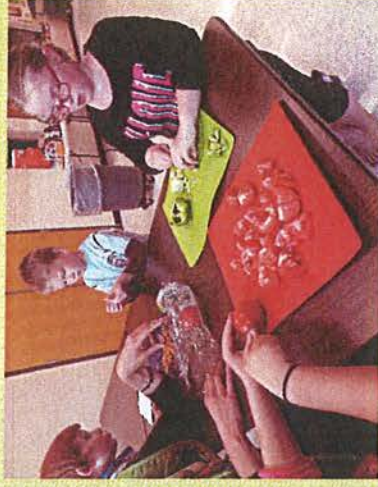
UNIVERSITY OF WYOMING LAB SCHOOL GARDENING PROGRAM

Spring and Fall the Kids Garden is utilized by the Lab School Students as an elective class. Portions of the garden and greenhouse are ADA accessible.



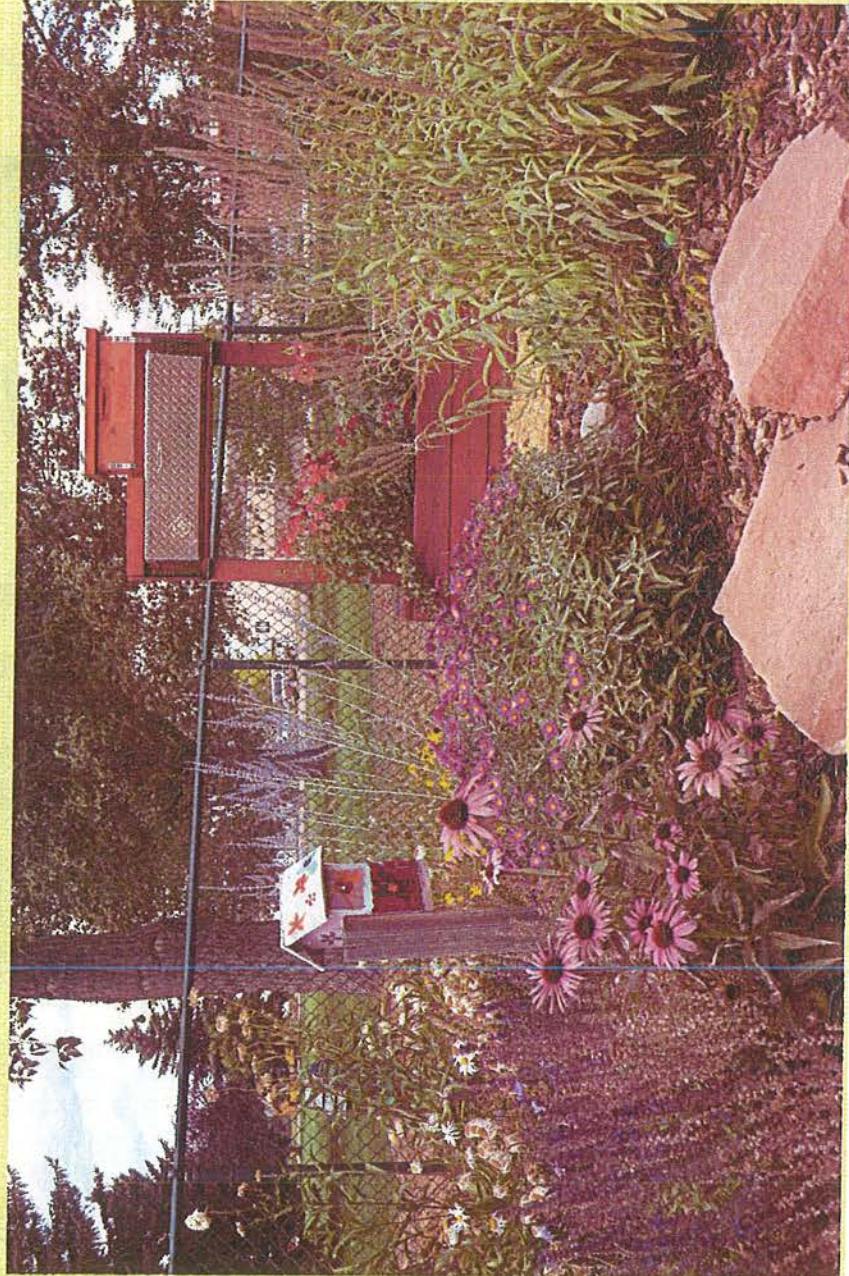
KIDS SUMMER GARDEN PROGRAM

Food is a basic daily need, and everyone wants good food, no matter where they live or how much money they have. We are learning that what we eat, and how we grow, process, and distribute our food influences our health, community, economy and planet.



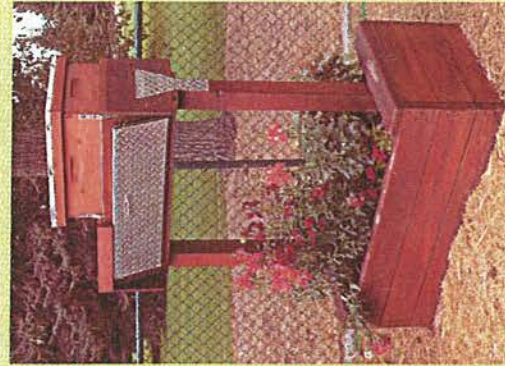
BUTTERFLY AND SENSORY GARDENS

Grow nectar producing plants with the goal of providing flowers in bloom throughout the pollination season. Provide butterfly conservation, since many natural butterfly habitats have been lost to urbanization and other developments. Sensory gardens provide visual and tactile stimulation from different plants, flowers (varying in color, fragrance and texture.)



EAGLE SCOUT BADGE PROJECTS

Enhancements to the Kids Garden have been projects completed by Scouts working towards their Eagle Scout Badge.



Other projects included:

- ◇ Potting Bench
- ◇ ADA Ramp for Greenhouse
- ◇ Greenhouse Benches
- ◇ Raised Garden Beds



Bench built around the tree which seats 16 people

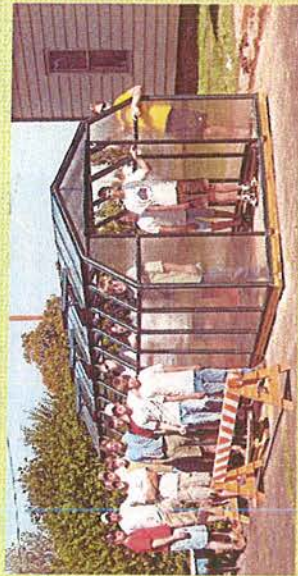


4 pounds of honey harvested this summer = 81 Honey Bears



VOLUNTEERS

Many volunteers and hundreds of hours of free labor to establish and maintain the gardens.



PROGRAMS – ORGANIC GARDENING

Soil Health Testing
 Vermicomposting
 Composting

Pollination
 Fertilization
 Irrigation Options

Insect ID and Pest Control
 Weed ID and Control
 Harvesting

Plant Disease
 Art
 Cooking



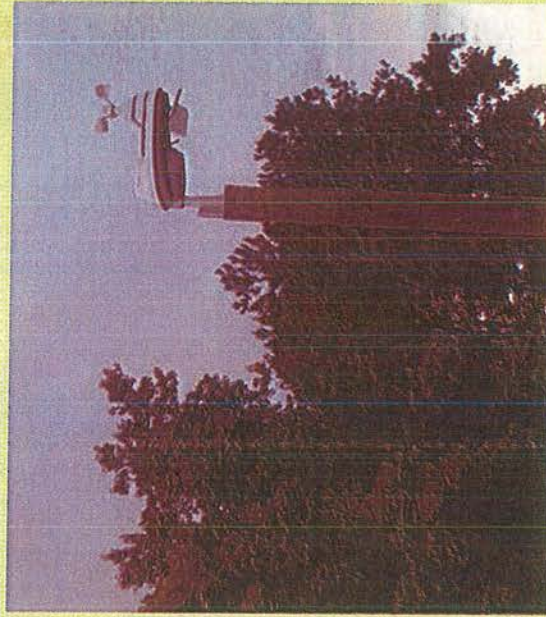
ADULT EDUCATION AND U OF WY RESEARCH PROJECTS



Pipe bending workshop for creating season extenders.



University of Wyoming Research Project – develop over winter drought tolerant pea variety.



University of Wyoming College of Engineering, Department of Atmospheric Science students collect data. Study includes comparing weather effects to water cycling in the lake.

NUMBERS FROM 2009 -- 9/20015

- Summer Kids Garden Club: 619 Kids and 159 Adults
- Lab School Students Spring and Fall Classes 1026 Students and 196 Adults
- Workshops for Children and Adults 977 Kids and 406 Adults

Total 2622 Students and 761 Adults

- The Outdoor Learning Center is utilized by Albany County School District Schools, Science Kids Camps, Conservation Kids Camps, Laramie Local Food, Feeding Laramie Valley, Summer Workshops, University of Wyoming, etc. Unable to provide numbers since it is not a requirement to sign up for usage.

AWARDS AND SPECIAL GUESTS

2010 - The LaBonte Outdoor Learning Center and Community Garden received the "Most Innovation" award from the Laramie Beautification Committee.

8/2011 - Albany County School Board recognition for all the work (Environmental Science and Gardening programs) LRCD has provided to the schools. Many of these programs utilized the Outdoor Learning Center and gardens at LaBonte Park.

6/2012 – Project Learning Tree Outstanding Educator Award for environmental science and gardening programs. Location for some of the programs was the Outdoor Learning Center and Kids Garden.

8/25/2012 – Meet & Greet Community Garden Tour

9/14/2012 and 10/12/2013 – Tour for traveling students from Uganda

5/2015 - Received "Friend, Educator & Mentor" award for outstanding services to gardeners young and old in Laramie and Albany County. Kids Garden was utilized for this program

IT'S ALL ABOUT . . . LEARNING, HEALTHY CHOICES, RESPONSIBILITY, SHARING AND
COMMUNITY BUILDING



Partial thank you notes from various teachers and students . . .

- Life Lab cultivates children's love of learning, healthy food, and nature
- The Outdoor Learning Center provides the context to learn about the world we live in
- Thank you for providing a space for children to explore, ask question and be creative
- As students we are often overlooked as having the ability to contribute to our community, the LaBonte Park project gave us the responsibility to design and have hands on experience
- The Kids Garden is a perfect place to bring my clients to. It's well maintained, relaxing and just beautiful
- 5 Year Old's perspective: I plant it, I grow it and I eat it . . . Most of the time I like it!

Thank you Park and Recreation

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
THE LARAMIE RIVERS CONSERVATION DISTRICT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "Agreement") is made and entered into this ____ day of December, 2015 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as "City") whose address is 406 Ivinson St., Laramie, Wyoming 82070 and the Laramie Rivers Conservation District (hereinafter referred to as "District") whose address is 5015 Stone Road, Laramie, Wyoming 82070 (hereinafter collectively referred to as "Parties").

2. **Purpose.** The purpose of this Agreement is for the Parties to address the use of generally the east side of LaBonte Park, excluding the Ft. Sanders building footprint and grounds under a lease agreement by Action Resources International, by the District as a public Outdoor Learning Education Center.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from the date of execution through June 30, 2020 unless otherwise terminated or extended as outlined herein.

4. **Consideration.** This Agreement is not expected to require the expenditure of any funds from one of the Parties of the other Party, but the mutual promises contained herein are acknowledged by the parties to be good and sufficient consideration.

5. **Responsibilities of District.** In the event that the District wishes to make improvements to the area provided in LaBonte Park, the District shall follow the procedure set forth below:

A. The District shall request in writing and submit written plans and specifications for all improvements for the LaBonte Park Outdoor Learning Education Center a minimum of forty five (45) days prior to improvements being made.

B. All materials, supplies, improvements, labor utilized by the District for the LaBonte Park Outdoor Learning Education Center shall become property of the City once the improvements, materials and supplies are constructed or installed in LaBonte Park and upon final acceptance by the City as detailed in Laramie Municipal Code, chapter 12.44.020, Acceptance of gifts generally.

C. The District shall be responsible for the care and maintenance of all improvements until completion and final acceptance by City for each stage or phases of development. During moving in, construction, and moving off, District shall keep the Park free and

clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public, as directed by the Parks and Recreation Director or his/her designee.

D. The District shall be responsible for restricting public access and usage of water provided by the City for the Outdoor Learning Education Center for seasonal plant material irrigation only, and not for potable drinking water.

E. The District's agents, volunteers, contractors, employees, tenants, or licensees will complete the City's approved volunteer liability release and consent form prior to performing any work or construction activities in LaBonte Park.

F. All improvements shall meet the Department of Justice Americans with Disabilities Act (ADA) standards and specifications in effect at the time the improvements are constructed by the District.

G. Upon final acceptance by the City of the improvements of each phase of the Outdoor Learning Education Center development the District will be responsible for the care and maintenance of all improvements up to five hundred dollars (\$500.00).

6. **Responsibilities of City.** In the event that the District submits a proposal for improvements to be placed in LaBonte Park pursuant to the provisions of this Memorandum of Understanding, the City shall follow the procedure hereinafter set forth:

A. The City shall review all requests for improvements over five hundred dollars (\$500.00) to the LaBonte Park Outdoor Learning Education Center and shall forward all the requests to the Parks, Tree and Recreation Advisory Board for discussion and/or approval. Subsequent to the Parks, Tree and Recreation Advisory Board action, all recommendations shall be forwarded for approval by the Laramie City Council, which shall have the final decision as to the proposed improvements.

B. The City will notify the District in writing of the approval with conditions or without, or denial of any requested improvements.

C. City will review the Outdoor Learning Education Center project design in relation to the Laramie Comprehensive Plan, Parks and Recreation chapter, and the draft Parks and Recreation Master Plan, if adopted and approved by the City. All Outdoor Learning Education Center improvements shall be designed and built to City standards and specifications in effect at the time the improvements are constructed by the District.

D. City agrees to inspect improvements during and at the completion of construction of each phase of development within ten (10) days of notification and, if completed in accordance with the standards and specifications for such improvements, to certify the improvements as being in compliance with City standards and specifications and ADA standards and specifications. The inspections and certifications will be conducted in accordance with standard City policies and

requirements.

E. City shall retain the right to require the correction by District at any time of any item, or items, which do not conform to City Standards, Specifications, plans, policies, Ordinances, or ADA standards and specifications except for such item or items as may have been approved by the Parks and Recreation Director or his/her designee, whether in the plans or otherwise noted.

F. City shall provide non-potable water for seasonal plant material irrigation use in the Outdoor Education Learning Center from the current underground irrigation system at no cost to the District,

G. Fall winterization and spring startup of the LaBonte Outdoor Learning Education Center shall be the responsibility of the City.

H. Tree care, pruning and spraying shall be the responsibility of the City.

7. Responsibilities of Parties.

A. The Parties agree that the LaBonte Park Outdoor Learning Education Center shall remain open and accessible to the public and LaBonte Park users at all times under the Laramie Municipal Code, chapter 12.48.010, closed areas.

B. The Parties agree that the City and the District shall jointly responsible for all maintenance repairs that exceed five hundred dollars (\$500.00) in cost, as agreed upon by the City and District.

C. All capital improvement expenditures and major maintenance items shall be scheduled and addressed by the City and the District.

8. Special Provisions.

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

(i) **Commercial General Liability Insurance.** The District shall maintain coverage, during the entire term of the Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) general aggregate.

(ii) **Workers Compensation or Employers Liability Insurance.** District shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Agreement. District's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required, or such other workers compensation

insurance as appropriate. District's insurance shall include A Stop Gap coverage in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per employee for each accident and disease. District shall have also supply proof of workers' compensation and employer's liability insurance on each and every subcontractor before allowing that subcontractor on the job site.

(iii). **Business Automobile Liability.** District shall maintain, during the entire term of the Agreement, automobile liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence.

(iv). **Coverage.** All policies required under this Agreement shall be in effect for the duration of this Agreement and projects. All policies shall be primary and not contributory. District shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

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

(vi). **City's Right to Reject.** The City reserves the right to reject a certificate of insurance if District's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

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

(viii). **Cancellation.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from District 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.

B. **Monitor Activities.** City shall have the right to monitor all related activities of the District and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all District personnel in every phase of performance of related work in LaBonte Park.

C. **Publicity.** Any publicity given to the LaBonte Park Outdoor Learning Education Center herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the District, shall identify City

as a sponsoring agency and shall not be released without prior written approval from City.

D. Indemnification. District shall indemnify, defend and hold harmless City, their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of District's failure to perform any of District's duties and obligations hereunder or in connection with the negligent performance of District's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of District's negligence.

E. Notice of Defect. City will provide timely notice to the District whenever inspection reveals that an improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than fifteen (15) days and City may declare a default under this Agreement in accordance with Paragraph 8, E if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

F. Warranty. District warrants that all improvements constructed by District or District's agents, volunteers, contractors, employees, tenants, or licensees will be free from defects for a period of ninety (90) days from the date City accepts the dedication of a completed improvement or group of improvements (the Warranty Period), except District does not warrant the improvements for defects caused by events outside the control of District or District's agents, volunteers, contractors, employees, tenants, or licensees. District agrees to repair any damage to the improvements without cost to City before and during the Warranty Period due in accordance with City's written instructions, either correct such defective work, or, if it has been rejected by City, remove it from the park site and replace it with non-defective work. If District fails to promptly comply with the terms of such instruction, City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for professional services, shall be paid by District.

G. Termination. Either party to this agreement may terminate such by giving notice of not less than thirty (30) days in writing of official action that has been taken by the governing body of the party which terminates the Memorandum of Understanding. In the event that such official action has been taken and the MOU has been terminated, then all of the improvements which have been constructed and not accepted by the City shall be removed by the District and the property restored to the same condition as prior to the improvements, which shall then have responsibility for maintenance and repair. The District will have no further association with the improvements.

H. Americans with Disabilities Act. District shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 *et seq.* and any properly promulgated rules and regulations related thereto.

T. City Policies. The Consultant acknowledges familiarity with the City Policies as applicable to this contract and listed below:

(i). The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

(ii). 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.

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

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

K. Liaison and Notice City's and District's Designated Representatives,

(i) City's designated representative is Paul Harrison, Parks & Recreation Director, P.O. Box C Laramie, WY 82073; telephone number: (307) 721-5260 and facsimile: (307) 721-5284 or his/her designee.

(ii) The District's project representative is Tony Hoch, District Manager, 5015 Stone Road, Laramie, Wyoming 82070; telephone number: (307) 721-0072 and facsimile: (307) 745-6764 or his/her designee.

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

INTENTIONALLY LEFT BLANK

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

CITY OF LARAMIE, WYOMING:

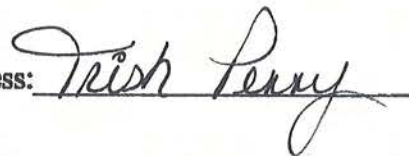
By: _____
David A. Paulekas, Mayor and President of the
City Council

Attest: _____
Sue Morris-Jones, CMC
City Clerk

LARAMIE RIVERS CONSERVATION DISTRICT:

By:  Tony Hock

Title: Director

Witness: 

PARKS, TREE, AND RECREATION ADVISORY BOARD REGULAR MEETING November 11, 2015



Agenda Item: Memorandum of Understanding

Title: Memorandum of Understanding between the City of Laramie and the University of Wyoming Athletics Department.

Recommended Board MOTION:

I move to approve the Memorandum of Understanding between the City of Laramie and The University of Wyoming Athletics Department for the Junior Cowgirls and Junior Cowboys youth basketball program for the 2016 season.

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.

Background:

In 2012 a partnership between the University of Wyoming and the City of Laramie was instigated to reinvigorate the City's youth basketball program. The program involved UW Basketball coach presentations, activities during UW Basketball games and the use of the UW trademark logo for uniforms.

The program has proven to be very popular with an increase from 63 participants in 2012 to 142 in 2015, which is back on par with previous youth basketball programs run by the City Recreation Division. The University staff are excited to partner with the City again for the 2016 season and the program and MOU remain the same as last year.

Some of the highlights of the partnership that are detailed within the MOU are:

- UW Athletics will permit the City to use UW's licensed trademark "bucking bronco" logo on the City's uniforms and on other promotional material for the Jr. Cowboys and Jr. Cowgirls youth basketball program.
- UW Athletics will permit each participant of the Jr. Cowboys and Jr. Cowgirls youth basketball program free admission to one regularly scheduled home Cowboys or Cowgirls basketball game.
- UW Athletics will coordinate with the City to schedule a home game half time scrimmage for the Jr. Cowboys and Jr. Cowgirls youth basketball program.
- UW Athletics will coordinate with the City to participate in City organized clinics, demonstrating basketball techniques, or giving motivational speeches to participants of the Jr. Cowboys and Jr. Cowgirls youth participants.

The focus of this activity is on gaining skill and love of the game. Staff are developing training curricula focused on the recreational aspects of basketball with games and scrimmaging a natural outgrowth of the learning process.

It should be noted that this MOU and partnership will not require any payments between the parties for the partnership services, but that each party acknowledges that they individually will have costs for implementing the partnership.

The recreation staff is anticipating this MOU and partnership will continue to be mutually beneficial to both parties which will increase interest and participation in the City's youth basketball program; while also generating additional interest within the youth of Laramie with the University of Wyoming's men's and women's basketball programs.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Anticipated Annual Revenue

Source	Amount	Type
Youth Basketball Program registration fees	\$6,390.00	142 youth participants at \$45 each
Other		
Total Amount	\$6,390.00	

EXPENSE

Proposed Cost

Project Budget	Amount	Funds
Youth Basketball Program	\$5,700.00	Direct costs for materials & supplies, provisional personnel, promotion and marketing, and uniforms
Total Amount	\$5,700.00	

Responsible Staff: Jodi Guerin, Recreation Manager

Attachments: MOU

_____ City Manager _____ City Attorney _____ **Parks & Recreation**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
THE UNIVERSITY OF WYOMING ATHLETICS**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "Agreement") is made and entered into this ____ day of Nov., 2015 by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as "City") whose address is 406 Ivinson St., Laramie, Wyoming 82070 and The University of Wyoming (hereinafter referred to as "UW") whose address is Dept. 3414, 1000 E. University Ave. Laramie, WY 82071 (hereinafter collectively referred to as "Parties").

2. **Purpose.** The purpose of this Agreement is to define the relationship and responsibilities of parties associated with the facility use, trademark licensing, and youth programs between the City of Laramie Jr. Cowboys and Jr. Cowgirls Youth Basketball program and the University of Wyoming Athletics Department for the youth basketball season from December 1, 2015 through March 30, 2016.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from the date of execution through December 31, 2016 unless otherwise terminated or extended as outlined herein.

4. **Consideration.** This Agreement, through the City's Jr. Cowboys and Jr. Cowgirls Youth Basketball partnership with the University of Wyoming Athletics Department acknowledge there will be a cost to the Agreement, but will not require any payment or financial consideration of either of the Parties to the other Parties.

5. **Responsibilities of City.** City is responsible for the following:

a. City shall facilitate all functions of the organization, registration, scheduling, and coordination and supervision of volunteer coaches, practices, and games for the Jr. Cowboys and Jr. Cowgirls youth basketball program.

b. City shall provide UW any necessary scheduling information for University of Wyoming student-athletes and/or University of Wyoming coach appearances at the Laramie Recreation Center at least ten (10) days in advance of the first scheduled practice of the Jr. Cowboys and Jr. Cowgirls youth basketball program.

c. City shall provide UW any necessary scheduling information for Jr. Cowboys and Jr. Cowgirls youth basketball availability for half-time intermission scrimmages at the University of Wyoming Cowboy basketball and/or Cowgirl basketball home games, at least ten (10) days in advance of the first scheduled half-time intermission scrimmage.

d. City's Representative or designee, as identified in Paragraph 18 (i). Liaison and Notice shall be authorized to act on behalf of City and shall render decisions in a timely manner

pertaining to services to be provided to UW in order to avoid unreasonable delay in the orderly and sequential progress of this MOU.

e. City agrees to purchase Jr. Cowboys and Jr. Cowgirls youth basketball uniforms to the specifications of the National Collegiate Athletic Association (NCAA) trademark licensing specifications as put forth and approved by the University of Wyoming Athletics Department.

f. City will obtain a liability waiver and assumption of risk form (Waiver), signed by a the parent(s) or legal guardian(s) of each youth participant in the City's Jr. Cowboys and Cowgirls youth basketball program and will retain the Waiver for an appropriate amount of time in accordance with law and City policy. The Waiver shall acknowledge the inherent risks of participating in the program and waive all claims of liability against the University of Wyoming. The City shall submit the Waiver to University for approval, which approval will not be unreasonably denied.

6. **Responsibilities of University of Wyoming Athletics.** UW is responsible for the following:

a. UW athletes and coaches shall have access to City's Laramie Community Recreation Center for the purpose of participating in City organized clinics, demonstrating techniques, or giving motivational speeches to participants of the Jr. Cowboys and Jr. Cowgirls youth basketball program. UW athletes and coaches will not be working individually with Jr. Cowboys and Jr. Cowgirls youth basketball participants.

b. UW agrees that when scheduling home game half-time intermission programming, UW will coordinate Jr. Cowboy and Jr. Cowgirl basketball scrimmages with the Recreation Program Supervisor through the City as outlined in the MOU under 18 (i.) Liaison and Notice and should UW need to reschedule any home game, UW agrees to inform the City of such as soon as possible.

c. UW shall permit each participant of the Jr. Cowboys and Jr. Cowgirls youth basketball program, free admission to one (1) regularly scheduled home Cowboys or Cowgirls game, which will be limited to available seating chosen by the University of Wyoming Athletics Department.

d. UW will permit the use of University of Wyoming licensed trademark logos for Cowboy basketball and Cowgirl basketball for the specific use on the City's Jr. Cowboy and Jr. Cowgirl uniforms or any promotional material serving such program as granted by UW.

7. **Use of University of Wyoming Trademark Logos**

a. Prior to the use of any University of Wyoming licensed trademark logos, including any derivatives thereof, City shall submit to UW a sample of each proposed use for written approval. If UW approves such use in writing, the same shall be accepted to serve as an example of quality for that item.

b. City acknowledges and agrees that UW is the sole and exclusive owner of

all rights, title and interest in and to its licensed trademark logos authorized for use by City under this Agreement, as well as any derivatives of the logos, and all rights relating thereto are expressly reserved by UW. City's use of any licensed trademark logos inures to the benefit of UW.

8. Insurance

a. The City is a self-insured governmental entity and a member of a statutory self-insurance pool, Wyoming Association of Risk Management, with statutory limits for liability and such immunities from liability as are permitted by statute. Such liability coverage extends to its employees, agents and representatives as provided by the relevant statutes and it is intended that such coverage apply to all occurrences which may arise under this agreement.

b. Subject to the statutory limits and retaining its statutory immunities, UW both self-insures and purchases commercial general liability insurance covering any legal liability of the UW caused by its employees, agents and representatives that may arise under this partnership.

9. Special Provisions.

a. **Termination.** Either party to this agreement may terminate such by giving notice of not less than thirty (30) days in writing of official action that has been taken by the governing body of the Parties which terminates the Memorandum of Understanding.

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

10. Indemnification: Each of the parties in this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other including but not limited any personal injury to individual or any damage to property or individuals or City.

11. Third Party Beneficiary Rights.

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

12. Governmental Claims. Any actions or claims against either Party under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et. seq.

13. Interpretation. The Parties hereto agree that (i.) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

14. **Equal Employment Opportunity.** Both parties shall fully adhere to all applicable local, state and federal law regarding equal employment opportunity.

UW's policy is one of equal opportunity for all persons in all facets of UW's operations. Equal opportunity is offered to all officers, faculty and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, religion, sexual orientation, political belief, age, veteran status, or disability.

15. **Sovereign Immunity.**

The City and the UW does not waive their sovereign or governmental immunity by entering into this MOU and fully retain all immunities and defenses provided by the law with respect to any action based on or occurring as a result of this MOU.

16. **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 City or UW, shall not be released without prior written approval from both of the Parties.

17. **Confidentiality.**

Nothing in the MOU shall be deemed to require the parties to release any information that is considered confidential by law.

18. **Liaison and Notice** City's and UW's Designated Representatives.

(i) City's designated representative is Kason Walton, Recreation Program Supervisor, P.O. Box C Laramie, WY 82073: telephone number: (307) 721-5261 and facsimile: (307) 721-5284; email, kw Walton@cityoflaramie.org.

(ii) UW's designated representative is David Primus, Dept. 3414, 1000 E. University Ave. Laramie, WY 82071 telephone number: (307) 766-5236; email dprimus@uwyo.edu.

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

19. **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.

20. **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.

[ph1]

IN WITNESS WHEREOF, the Laramie City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its City Manager, and the representative of The University of Wyoming Athletics Department has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Janine Jordan, City Manager

Attest: _____

UNIVERSITY OF WYOMING:

By: _____

Attest: _____



Agenda Item: Recreation

Policy Direction

Title: Softball/Baseball Field Use Plan

Recommended Board MOTION:

I approve the recommended Field Use Plan and authorize staff to move forward with the short term plan as outlined below.

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.

Background:

As you will see in the attached information the combined field use between user groups has grown significantly over the past four years. This increase is exciting to see, but it is putting increased pressure on the fields and is frustrating to the users. Over the past three years, staff have begun to more proactively schedule both practice and game times at each field to maximize the opportunity for each group to have access. This helped manage the growing numbers up to this point, however, we have now reached a tipping point and need to make longer range plans for field development.

Recognizing that funding for field development will take some time to acquire, staff present some short term modifications to field use and scheduling that should allow for the growing numbers in the youth programs. We also have some suggestions for longer range plans as you will see, however, we recommend waiting to finalize these plans until after the newly formed Youth Sports Complex Development Committee concludes its work.

Respectfully, we would suggest that we consider the following changes to the upcoming 2016 summer season.

1. Swap the seasons of Adult Coed and Adult Mens'/Womens' Softball Leagues.

This would result in the following schedule at Aragon;

- Adult Coed Softball running between Mid-May through Late July
- Mens'/Womens' Leagues running Late July through September

The resulting use at LaBonte would be;

- Laramie Girls Softball from April through July
- Mens'/Womens' Leagues running July through September

2. Adding base anchors at the LaBonte Softball field at 60 ft. and using a movable pitching mound to allow 40 or 43 ft distances.
3. Remove sod at the T-ball field at LaBonte Park, add infield mix and replace bases with updated breakaways.
4. Modifications to Gold Field to accommodate a 50/70 league. This will require some minor amount of skinning and approximately \$3,000 of infield mix.

This modification would provide a playing field for the 11-13 year age group. Laramie Youth Baseball is currently developing an alternative league and this field could accommodate this age group.

For the 2017 field season, we recommend;

1. Construct new above ground dugouts at the Little League Complex. We have had long term drainage issues in the dugouts due to deteriorated French drain systems that need to be remediated.

In 2018 and beyond we anticipate that we need to develop additional fields for youth baseball and softball as well as other types of fields such as soccer and other multiple use fields.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Laramie Girls Softball	\$1,800.00	150 youth participants at \$12 each annually
Laramie Youth Baseball	\$2,800.00	400 youth at \$7 each annually
Other		
Total Amount	\$4,600.00	

EXPENSE

Proposed Cost

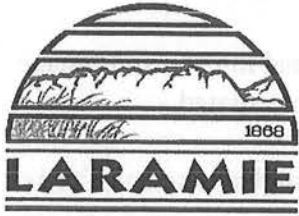
2016 Modifications	\$100.00	New base anchors
2017 Modifications	\$3,000.00	Gold Field modifications
Total Amount	\$3,100.00	

Responsible Staff:

Jodi Guerin, Recreation Manager, 721-5259, jguerin@cityoflaramie.org

Attachments:

Memo from Kason
Field Map
Survey Results
Field Use Chart
Youth softball/baseball growth charts



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

To: Jodi Guerin, Recreation Manager

From: Kason Walton, Recreation Programs Supervisor

Date: November 3, 2015

Subject: Baseball & Softball Field Proposal

Jodi,

As per your request, here are my recommendations of how to address concerns with increased use of athletic playing surfaces and recommended accommodations or changes.

There has been an increase in the participation numbers for both Laramie Youth Baseball (LYB) and Laramie Girls Softball Association (LGSA). This growth has resulted in increased pressure on the current fields and significantly limits their ability to facilitate sufficient practice and game times for their programs. For a breakdown of current field configurations please see excel spreadsheet.

The following is a proposal to resolve the constraint issues for this season (summer of 2016):

1. Swap the seasons of Adult Coed and Adult Softball. There were 37 teams that registered to play the Men's and Women's Softball this year, and only 24 that registered to play Coed. If we swapped the seasons and run Coed first that could enable us to play all of the games at Aragon Softball Complex until the time that the LGSA is finished with their season. In a survey sent out to participants in the Adult Softball Leagues, 76% indicated that they would be in support of this change (please see attached Q6 & Q7)
2. Schedule LaBonte Softball Field for the LGSA from April – July. This would allow them to play their older girls on this field, and the Adult Softball would resume use in the end of July for our Men's and Women's season. The only modifications that would need to be made are adding additional base anchors at 60' and moving the pitchers rubber to either 40' or 43' depending on the age group. These modifications would be of minimal cost (roughly \$60).
3. Improvements to the T-Ball Field at LaBonte Park. Currently this field is only used occasionally by the LYB and is primarily a practice field. Improvements would be to cut sod around the playing surface, bring in infield mix, and replace bases with updated breakaways. This field would then be used by LGSA as a third field to accommodate their growth. The impact to LYB's Tball and Pitching Machine would require an extension of 2 weeks to their programs to accommodate the loss of the overflow field.
4. Modify Gold Field to accommodate the dimensions for the 50 / 70 league. This would require skinning 10'6" toward the center of each base, and relocating the pitcher's mound 3'8" back. We would likely require 20 - 30 tons of infield mix (\$2k - \$3k).

Option #4 has been considered in correlation with Laramie Youth Baseball. Due to travel teams and kids joining the teams in Cheyenne, the Babe Ruth program in Laramie has suffered as of late. There has not been enough participants to run the league here, so the options are limited. The individuals who are unable

to commit the time and resources to travel typically never return to playing baseball after sitting out their 13 year old season. At 14 years players join the American Legion Baseball Program, however their numbers are slightly lower because of this also. LYB has approached the City with a solution, the adaptation to a 50/70 league. Little League has an advanced league to bridge those ages that creates a modified field with pitching distance of 50' and bases at 70'. They have entered into conversation with Rawlins, Wheatland, and Casper about forming a league with each city having one to two 50/70 teams of 12-13 year olds. Currently we do not have a location that would accommodate this league. Gold has only been used as an overflow venue for legion, however the fence distance is far too short for their age groups. The idea to modify that field would accommodate this group and keep kids active and involved.

2017 Summer

The dugouts in the Little League Complex are dilapidated and problematic. They are not ADA compliant, the drainage pipes are crushed and irreparable, the head clearance is far too low, and the joints are cracking and separating. LYB and LGSA would like to join with the city in the development and construction of new player dugouts farther toward the outfield fences. The existing structures would be demolished in this process.

Long Term Plan (5 – 10 Years)

The Master Plan calls for the establishment of a sports complex, as well as identifies the deteriorating condition of the Little League Complex. There is currently the Exploratory Committee that is examining the need for a Youth Sports Complex. The first option is to allow that process to run its course and follow the directives established therein.

Option B:

Development and Centralization of sport specific complexes. More realistic than a large complex, the city could pursue development of extra fields at locations that centralize the playing fields for specific sports.

1. There is space for at least four (4 - 6) soccer fields that could be developed on the land between the Rec Center and the new High School. The soccer programs are also experiencing constraints and this could provide them with a minimum of 1 – 2 more fields to play on. With this the ideal would be to establish a central complex larger than the current LSC. If this were to happen the soccer programs would transition use to that location, allowing baseball and softball to utilize the land at LSC for the development of baseball and softball fields.
2. On the land that is currently LSA (between Aragon and Little League Complex) develop a secondary field to accommodate overflow of a congested and overused Cowboy field. This would give us a secondary field to use mainly for practices and lower level games. The only location currently available is Gold Field, which with the fence distances cannot house competitive teams older than 13 – 14.
3. Develop two more fields at Aragon Softball Complex. One of the fields would be a skinned infield, much like the current fields. This field would be utilized by the growing girls' softball program, and could allow groups within the city to host various tournaments. This field could also be utilized as a fourth season for Men's and Women's Softball after the youth seasons have ended (provided we made the change in short term #1). The fourth field would be a grass infield set up for use by Little League.

With option B there is less of an issue of finding a central location for a comprehensive complex, as well as the understanding that the current athletic facilities will continue to be utilized. There would likely be less cost than a complex, would give opportunity for baseball / softball and soccer to have more fields in a central location, and would expand soccer by two fields, Little League Baseball by one field, Girls Softball by one field, and UW Club / American Legion / Colts by one field.

Option C:

Explore the purchase or lease of the 9th street facility. The existing indoor facility is a great resource for indoor baseball / softball practices, however it is currently ran with a generator and there would be a cost commitment

to bring power to the location. There is however significant land, including a full size baseball diamond that has been partially constructed. There have been significant improvements, including concrete backstops, poles, buildings for dugouts, lines ran for sprinkler systems, and walkways that are ADA accessible. Were we to obtain and develop the area there is room to complete the official size field and add at least three other fields that could be of any configuration or use. This option is less ideal with regards to location, and does not address the growth and constraint of any program other than baseball / softball. There are likely other ideas and thoughts that the Advisory Board or Staff may have, and I would be glad to explore those further at your request.

Sincerely,

Kason Walton

Kason Walton
Recreation Programs Supervisor

To: City of Laramie, Parks and Recreation
From: Laramie Girls Softball and Laramie Youth Baseball Board of Directors
Subject: Relocation and expansion of Laramie Little League Complex dugouts
Date: September 30, 2015

In the past four years, Laramie Girls Softball (LGS) and Laramie Youth Baseball (LYB) have increased their number of players exponentially. During this time, LYB has played on both green and red fields from April - July, while LGS has played on Blue Field from mid-April until the first few weeks of July. On any given night, each field can have up to 78 players (plus coaches) operating out of the fields' two dugouts. Unfortunately, due to the inoperable drainage of the dugouts this sometimes means these players are standing in a puddle of muddy water. Not only can this be a safety hazard, but it also leads to unnecessary damage to equipment. Due to the heavy use of the dugouts and inoperable dugout drains, Laramie Girls Softball and Laramie Youth Baseball would like to propose to improve the eight Laramie Little League Complex dugouts through the Albany County Recreation Board grant.

Currently each dugout is 5.5 feet wide, and 28 feet long. Each end of the dugout has 4.5 feet of steps leading into it, which is partially underground. After considering many options, both LGS and LYB agree that the best option for improving the dugouts would be to demolish the current dugouts, fill in the current hole with concrete and relocating the dugouts approximately 10' further back from home plate. With this plan, all dugouts need the steps/man door (that are located on the underside of the bleachers) removed and filled in with concrete. This plan would make the dugouts above ground. Originally, concerns were expressed that this would block spectators from viewing the game. However, by moving the dugouts back this is no longer a concern. Each dugout would be built to City Code, and slightly increased in size to accommodate each team's size.

With this plan, in order to enter the dugouts, gates would need to be added at the edge of the dugout on the existing fence. Currently, there are four perfectly functional 6' chain length gates, which we could reuse. However, these four gates would need to be relocated approximately 10' feet down the fence line to accommodate each new dugout. In addition to the new chain length fencing that would need to be added to the front of the dugouts, four more gates would need to be added to each field. This would give each dugout its own gated entrance.

It is the hope of Laramie Girls Softball and Laramie Youth Baseball that we can share Gold field in the future. Therefore, we would like to improve all eight dugouts at the complex in the above manner. It is estimated that each dugout will cost approximately \$10K.

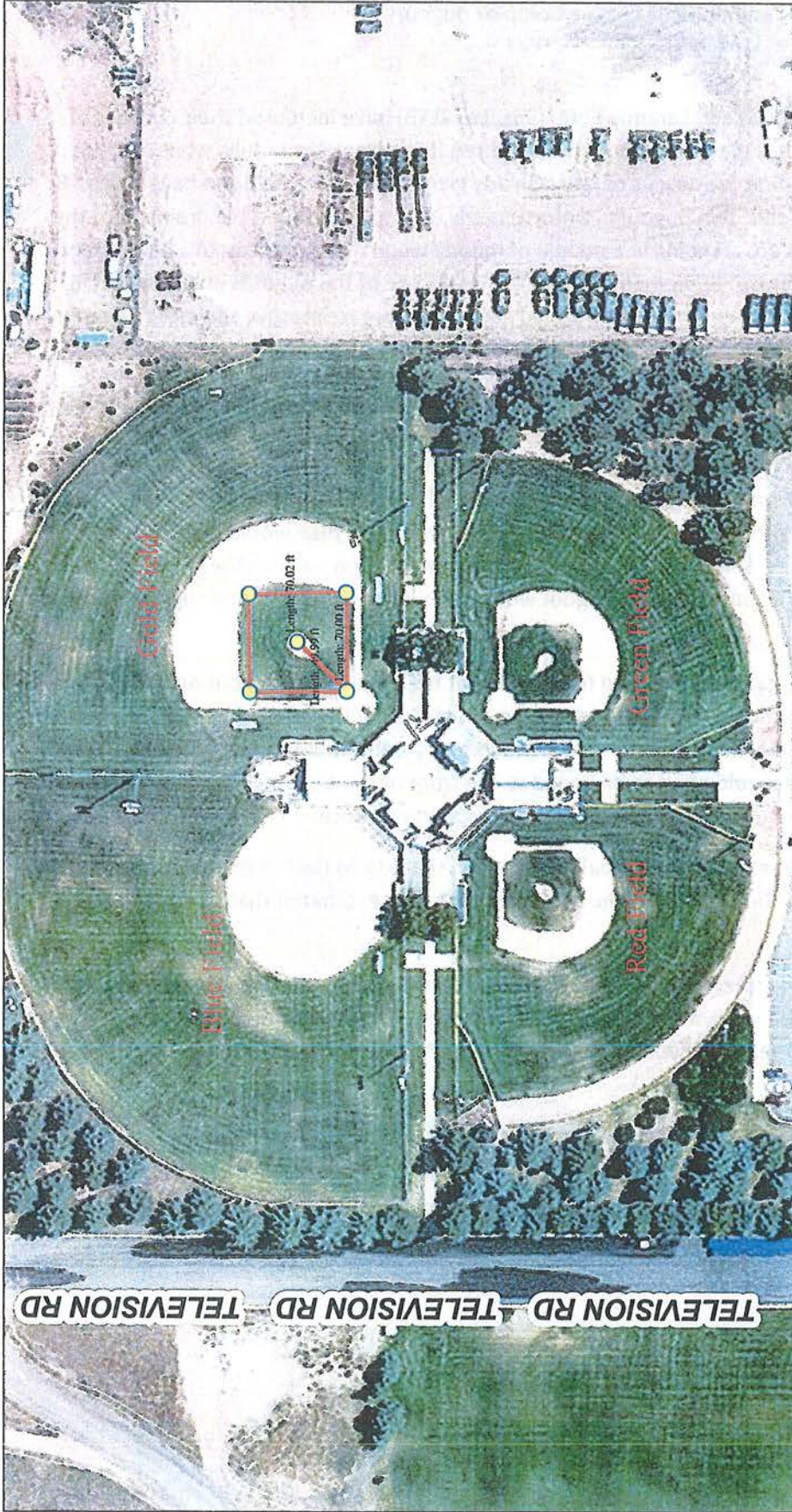
With your approval, we would like to pursue further estimates from local contractors to accurately submit to the ACRB Grant program in December. Furthermore, we will work with your maintenance staff to insure the dugouts are completed in a timely manner after the 2016 season. If you have any questions regarding this plan, please don't hesitate to contact Kristy Isaak or Jennifer Chavez.

Thank you,

Kristy Isaak
LGS Administrative Coordinator
kisaak@uwyo.edu
307-760-3401

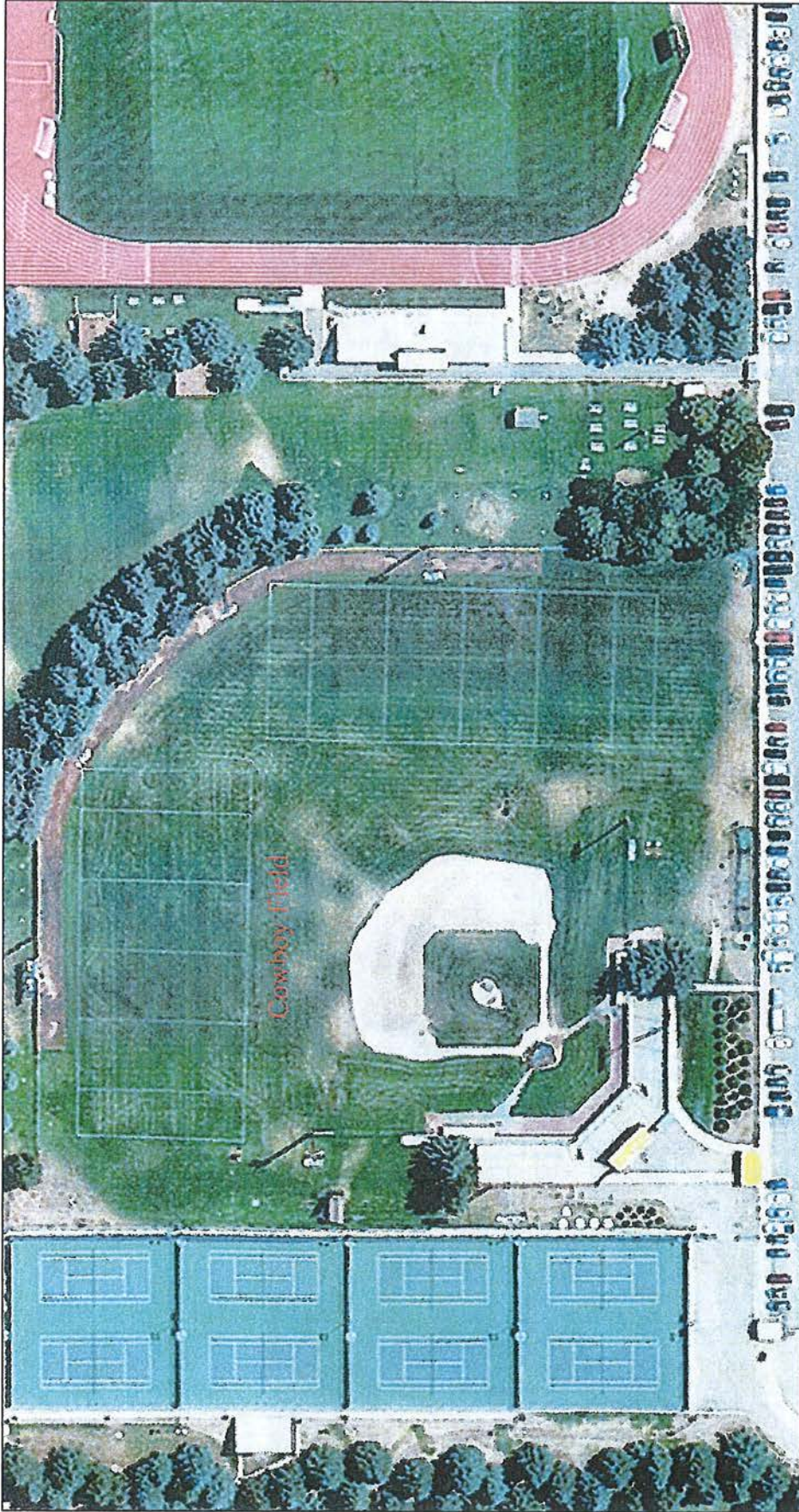
Jennifer Chavez
LYB, President
jchavez@uwyo.edu
307-760-2411

Gold Field Change



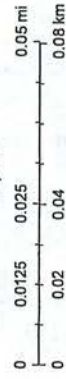
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, Aerogrid, IGN, IGT, Swisstopo, and the GIS User Community

Cowboy Field



November 5, 2015
Street Names

1:1,095



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, IGN, IGP, swisstopo, and the GIS User Community

Aragon / LSC



November 5, 2015

Street Names

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Kason Walton

9th St Facility



November 5, 2015
 Street Names



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Kason Walton

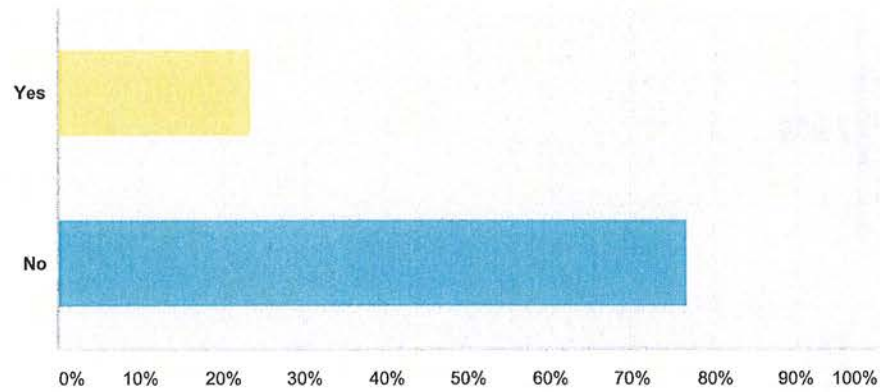
Q7 Please write any issues that this change of seasons would create for you or your team:

Answered: 15 Skipped: 17

#	Responses	Date
1	puts my play time in competition with my kids play time	10/30/2015 11:40 PM
2	None	10/21/2015 9:19 AM
3	There would be no problem as long as the games were not pushed back to late start times.	10/19/2015 12:56 PM
4	August is traditionally when my family goes out of town for summer vacations and family reunions. We always know that soccer, baseball, and softball will be over by then and plan to leave in August. Changing seasons would mean either I will miss games or my kids will because they will be at different seasons. I am vehemently opposed to the change. It would be better to build new fields north of Aragon as was originally planned there.	10/19/2015 10:58 AM
5	I don't understand how switching coed with mens and womens is going to create more field space for the expanding programs. I need this elaborated to make a judgement call.	10/18/2015 9:26 PM
6	n/a	10/18/2015 8:36 AM
7	I need more info on how the switch is going to accommodate youth ball. Seems like we would still occupy the fields the same amount of the season.	10/17/2015 7:49 PM
8	Keeping players	10/17/2015 1:16 AM
9	None.	10/16/2015 11:47 PM
10	none	10/16/2015 4:42 PM
11	N/A	10/16/2015 4:00 PM
12	I play mostly with students, and they are often gone in late July and August	10/16/2015 3:22 PM
13	None - as long as we didn't get relegated to all late games to accomodate youth games.	10/16/2015 3:15 PM
14	Many of our team members choose to take vacation after july when they are done with softball and their kids are done with baseball, and they have additional work conflicts later in the fall as well.	10/16/2015 3:14 PM
15	This change would actually be very welcomed and I may suspect that more women's teams could form during co-ed to participate.	10/16/2015 3:14 PM

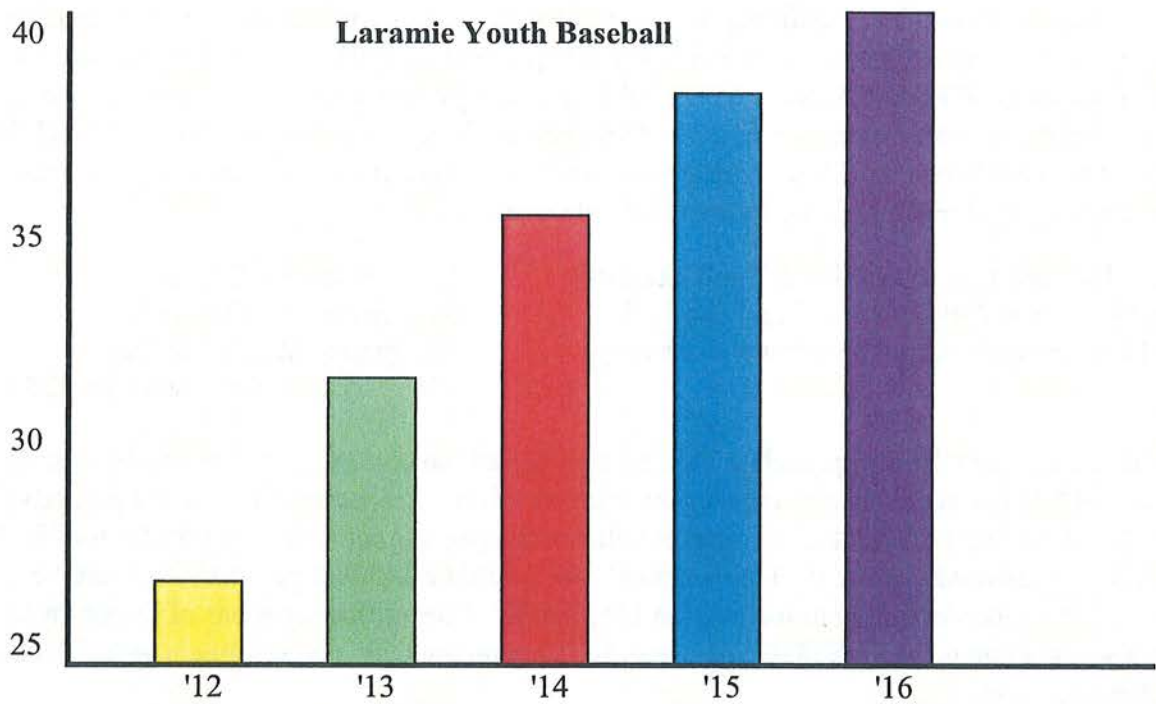
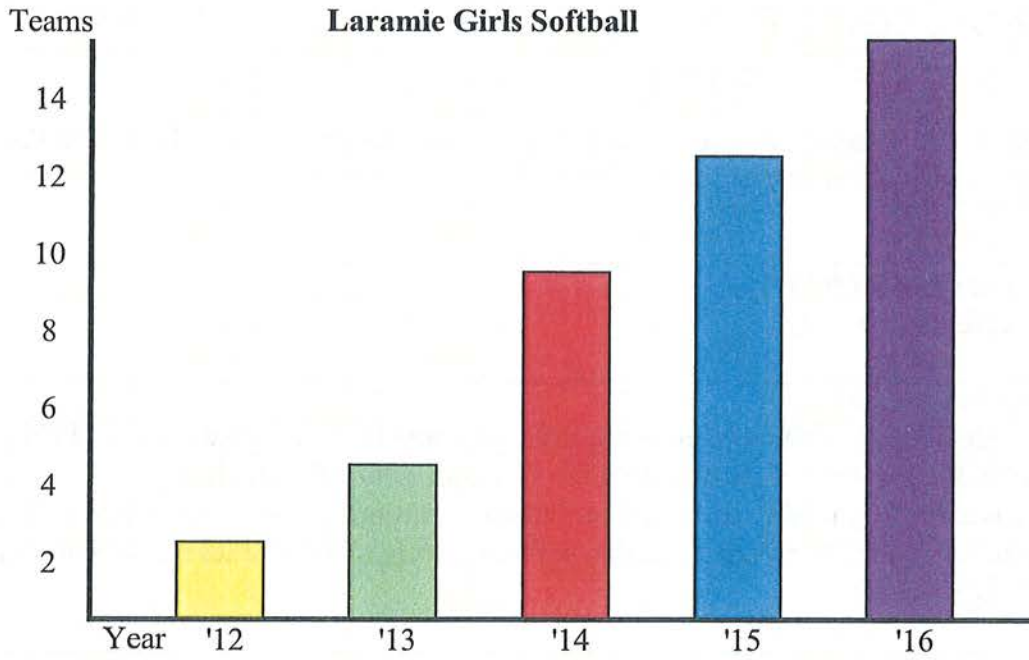
Q6 The youth baseball and softball programs are growing and they are without sufficient field space. The city is looking into field development to accommodate the growth of these programs. One potential option that we are currently examining is to change the seasons of Men's & Women's Softball with that of Coed Softball. This would mean playing Coed Softball from May - July, and Men's & Women's Softball from July - September. Would this change affect your decision to participate in the City of Laramie Adult Softball Programs?

Answered: 30 Skipped: 2



Answer Choices	Responses	
Yes	23.33%	7
No	76.67%	23
Total		30

Playing Field	Location	Base Lengths	Pitching Distance	Infield	Infield mound	Current Use	Proposed Change	Required changes	Cost of Changes	Other possible uses
Opinist T-Ball Field	LaBonte Park	45'	N/A	skinned	no	Tball overflow	LGSA 8U	Insert Pitching Rubber, add Infield Mix	\$1,000	Thall, pitching machine
Red Field	Little League Complex	60'	46'	grass	yes	Little league	none	N/A	N/A	N/A
Green Field	Little League Complex	60'	46'	grass	yes	Little league	none	N/A	N/A	N/A
Blue Field	Little League Complex	60'	60"	skinned	no	Club Softball, LGSA	N/A	Variable pitching distance	N/A	LYB overflow (with mound)
Gold Field	Little League Complex	90'	60"	grass	yes	Babe Ruth (have not had in recent past)	Adapt to 50 / 70 for league	skin 10'6" towards center from all bases, move pitchers rubber back 3'8", reshape mound to adjust.	N/A	maintain existing sleeves for backup field for legion
Cowboy Field	LaBonte Park	90'	60"	grass	yes	Club Baseball, Legion, Colts	N/A	Bring in Infield Mix (2.5 tons)	\$2k - \$3k	N/A
LaBonte Softball Field	LaBonte Park	65'	50'	skinned	no	Adult Softball, LGSA practices	Change seasons on Adult Softball, schedule LGSA during their season.	N/A	N/A	continue as is
Aragon West	Sandy Aragon Complex	65'	50'	skinned	no	Adult Softball	N/A	N/A	N/A	N/A
Aragon East	Sandy Aragon Complex	65'	50'	skinned	no	Adult Softball	N/A	N/A	N/A	N/A
Kiwanis Field	LaBonte Park	45'	38'	skinned	no	LYB	N/A	N/A	N/A	N/A
Roney Field	LaBonte Park	45'	38'	skinned	no	LYB	N/A	N/A	N/A	N/A



2016 projected



Agenda Item: Agreement

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

Recommended Council MOTION:

N/A Work Session Discussion Only

Administrative or Policy Goal:

City Council Goal: Community Enhancement – Beautification and Planning; Multi-Modal Public Access – Preserve Park Land, Open Space, and Public Trails for Future Generations

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

Background:

In 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 and the parking lot north of the Historic Railroad Depot building for downtown public parking. The cost to the City of the lease was \$5 per year since 1963 and was increased to \$25 per year in 2004. In 2004 the City and the UPRR amended the original lease to include a new public parking lot area located at 1st and University that was developed with the 2001 downtown Specific Purpose Tax funds for additional downtown public parking. There are a total of 138 parking spaces available for general public use under the lease agreement with the UPRR with the following breakdown:

Historic Railroad Depot Building (1 st and Kearney)	15 spaces - 1 ADA space
Depot Park North Parking Lot (1 st and Garfield)	86 spaces - 4 ADA spaces
1 st and University Parking Lot (1 st and University)	<u>30 spaces - 2 ADA spaces</u>
	131 spaces – 7 ADA spaces – 138 total

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 based the lease rate on the fair market value of the parking lot areas at \$4.50/SF for 68,255/SF of parking and driveway areas, the City’s annual rent would be \$40,000 per year. It should be noted that the UPRR is not intending to include the 116,285/SF of beautification areas of Depot Park, which is appraised at a rental rate of \$68,026 per year, based upon the City’s commitment to maintain the beautification areas.

The City staff subsequently requested to meet with the UPRR representatives to discuss the new lease agreement. After meeting on the property and discussing various options, the staff responded to the UPRR noting that the new lease rental rate for the parking and driveway purposes is not reflective of the City’s long term capital improvements and routine maintenance investments on the parking and driveway areas. With that being said, the staff requested the UPRR further consider the City’s on-going commitment to maintain the parking and driveway areas since 1963. The UPRR responded with an additional reduction in the lease rate from \$40,000 to \$25,000 to account for the City’s

maintenance and capital project costs. The UPRR has also agreed to the "step-up" implementation of the lease payment to \$5,000 for 2015, \$15,000 for 2016, and \$25,000 for 2017.

It should be noted that the UPRR is open to further negotiation to lease the beautification areas to the City and the parking and driveway areas to another third part, or for the City to sublet the parking and driveway areas to a third party. The UPRR also noted that if the City wished to install parking meters to offset the annual lease payment costs that would be an acceptable option.

It is my understanding that the UPRR Director of Public Affairs for Wyoming, Sara Thompson Cassidy will be present at the work session to answer questions and discuss any additional options that may be raised.

I have attached the correspondence between the City and UPRR and the proposed lease for your further edification.


Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:

Responsible Staff: Paul Harrison, Parks and Recreation Director at 307-721-5260.

Attachments: Correspondence and proposed Lease Agreement

____ City Manager ____ City Attorney  **Parks & Recreation**



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 or (402) 544-8581.

Sincerely,



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."

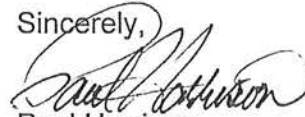
The City of Laramie has adhered to the terms of the original lease for the past fifty years and maintained and improved both the park area and the parking lots as if they were owned by the City. From my research of previous capital improvements and routine maintenance projects the parking lots have been 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

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,



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 pkenney@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.

K. Notwithstanding insurance required in this Agreement the Railroad accepts and acknowledges any sovereign immunity statutes that apply to this Agreement.



Total Parking Area = 68,255 Sq. Ft. = 1.56 Acres
Total Beautification Area = 119,483 Sq. Ft. = 2.67 Acres
Total Roadway Area = 39,000 Sq. Ft. = 0.89 Acres
Total Lease Area = 223,540 Sq. Ft. = 5.13 Acres

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.
 EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
 LARAMIE, ALBANY COUNTY, WY
 M.P. 566 - LARAMIE SUB
 TO ACCOMPANY AGREEMENT WITH
 CITY OF LARAMIE
 UP WY 2 / ST14A
 SCALE: 1" = 200'
 OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 4/7/2015
 A.J.M. FILE: 245-18

LEGEND:	
	PARKING AREA
	BEAUTIFICATION AREA
	ROADWAY AREA
	UPRRCO. R/W OUTLINED
	0024518.dgn
	0024518_WY2ST14A.tif



Agenda Item: Minutes

Title: Minutes of the September 30, 2015 Parks, Trails and Recreation Ad Hoc Committee Meeting.

Recommended Council MOTION: I move to acknowledge receipt of the minutes from the September 30, 2015 Parks, Trails and Recreation Ad Hoc Committee meeting.

Administrative or Policy Goal:

City Council Goal: Multi-Modal Public Access – Preserve park land, open space, and public trails for future generations

Comprehensive Plan: Chapter 4 Parks & Recreation

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

Background:

Minutes from the September 30, 2015 Parks, Trails and Recreation Ad Hoc Committee meeting.

Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:


N/A

Responsible Staff:

Paul Harrison, Parks & Recreation Director 721-5260 or Derek Teini, Senior Planner 721-5245

Attachments:

Minutes from the September 30, 2015 Parks, Trails and Recreation Ad Hoc Committee meeting.

_____ City Manager _____ City Attorney  _____ **Parks & Recreation**

CITY OF LARAMIE
PARKS, TRAILS & RECREATION MASTER PLAN AD HOC ADVISORY COMMITTEE
September 30, 2015
Minutes of Meeting

MEMBERS PRESENT: Amy Williamson, Bill Gribb, Dan McCoy, Dave Hammond, Vicki Henry, Amber Travsky, Evan O'Toole, Mike Moeller, Joe Lord

MEMBERS NOT PRESENT: Peggy McCrackin

GUESTS: Bern Hinckley, Terry Jones

CITY OF LARAMIE STAFF PRESENT: Derek Teini, Senior Planner; Paul Harrison, Parks & Recreation Director; Inez Wildenborg, Administrative Assistant; Randy Hunt, Community Development Director; Jason Loos City Attorney; David Derragon, Assistant City Manager

The regular meeting was called to order by chair Dave Hammond at 11:35 a.m.

Consent Agenda:

- 1) **Approval of the minutes from the April 15, 2015 meeting.**

Motion by Travsky, second by Williamson, that the consent agenda be approved and that each specific action item on the consent agenda be approved as indicated. Motion carried 9-0.

Regular Agenda:

- 1) **Discussion on the recommendation of the City's Planning Commission concerning the Draft Parks and Recreation Master Plan, remanding the plan to the Parks, Trails and Recreation Master Plan Ad Hoc Committee.**

- 2) **Presentation of SA 11 Revised Draft September**

Harrison presented the Ad Hoc Advisory Committee an update and overview of the actions and recommendation of the City's Planning Commission remanding the Plan to the Ad Hoc Advisory Committee for further revisions.

Motion by Lord, second by Moeller;

1. The Ad Hoc Advisory Committee remove in their entirety the three service areas (listed below) in the one mile extraterritorial area and all references to them

- a. Service Area 23
- b. Service Area 24
- c. Service Area 25

2. Removal of all future extraterritorial needs and text boxes on the maps

3. Removal of all numbered interface area icons on the maps and in the text

4. Removal of all text references throughout the master Plan document that related to areas outside the City limits.

Motion failed 0-9

Motion by Henry, second by Moeller;

That the Ad Hoc Advisory Committee direct staff to revise Service Areas located wholly outside City Limits (14, 20, 23, 24, and 25) to remove "text boxes, interface areas, icons or any other elements" and only have the population and spatial information included within these Service Areas. Also any wording within the text of these Service Areas that references Parks and Recreation planning elements outside of the City limits that is not City owned property will be removed but the Service Areas will all include the goal that "The City and County work together to identify and plan for future parks and recreation elements in these areas".

Motion carried 8-1

Motion by Henry, second by Williamson;

That the Ad Hoc Advisory Committee direct staff to preserve all the Ad Hoc Advisory Committee's planning efforts outside of the City limits.

Motion by McCoy, second by Travsky to table the motion to preserve all the Ad Hoc Advisory Committee's planning efforts outside of the City limits.

Motion carried by 9-0.

Motion by McCoy, second by Henry;

That the Ad Hoc Advisory Committee direct staff to revise Service Areas that are located both in and outside of the City limits to remove "text boxes, interface areas, icons or any other elements" that are outside of the City limits. Also any wording within the text of these Service Areas that references Parks and Recreation planning elements outside of the City limits that is not City owned property will be removed but the Service Areas will all include the goal that "The City and County work together to identify and plan for future parks and recreation elements in these areas".

Motion carried 9-0

Motion by Henry, second by Moeller to place the tabled motion on the floor;

That the Ad Hoc Advisory Committee direct staff to preserve all the Ad Hoc Advisory Committee's planning efforts outside of the City limits and that the Ad Hoc Advisory Committee direct staff to create a table to be included within the document that addresses future parks and recreation needs based on future population projections and spatial needs for the City, including the 1-mile extraterritorial area. It will include the total number of parks needed based upon the projected population increase and spatially based upon the recommended standards for parks and the area they serve. In the end it will be a total number of parks for the whole community, with no reference to location, in or outside the City limits.

A friendly amendment was offered by McCoy to identify the planning efforts outside of the City limits as "Potential future growth of Laramie". The friendly amendment was accepted by Henry and Moeller.

Motion carried 9-0

Motion by Gribb, second by Moeller to propose revising the title of the chapter or section/table referenced in the previous approved motion as a "Study of potential growth for future planning of Laramie".

Motion carried 9-0

Motion by Williamson, second by Travsky;

That the Ad Hoc Advisory Committee direct staff to revise any wording within the text in Chapters 1 through 4 to remove any references to parks and recreation elements (parks, trails, natural areas, open space, etc.) outside of the City limits and within the 1-mile extraterritorial area that is not City owned property.

Motion carried 9-0

Also, the Ad Hoc requested that all information compiled for areas outside of City limits be retained so that when the City and County work together to identify parks and recreation elements in the 1-mile extraterritorial area it can be used if desired.

Motion by Williamson, Second by Henry:

That the Ad Hoc Advisory Committee recommend that once all of the revisions are completed, the City staff to begin the approval process. Following a recommendation for approval by the Parks, Tree and Recreation Advisory Board, the approval of the City Planning Commission and certification by the City Council; City staff will move this plan forward with these revisions to Albany County for concurrence as the Master Plan contains parks and recreation planning elements within the County, on City owned property.

Motion carried 8-0 (McCoy was not present)

New Business

Public Comments

Public Comments:

Bern Hinckley- Thanked the staff for their planning efforts and endorses the plan as amended.

Next Meeting

TBD

Meeting adjourned at 12:56 pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Inez Wildenberg". The signature is written in dark ink and is positioned to the right of the typed name.


Inez Wildenberg
Administrative Assistant
Parks and Recreation
City of Laramie



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
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Facilities Mgmt Division: (307) 721-3585
TDD (307) 721-5295
Administration: (307) 721-3572

Memorandum

To: Parks, Tree, and Recreation Advisory Board
From: David Schott, Parks Manager 
Date: November 11, 2015
Re: Parks Division Staff Report

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.

- 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 has been executed.
- 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.
- A public meeting for the Scout Park Development Project was held on November 5 at the Laramie Junior High School Library, which received public comment for two (2) conceptual designs for the park.
- 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. It is anticipated that a report will be presented to the Parks, Tree and Recreation Advisory Board in the December meeting.
- The City Arborist is beginning to issue notices for public right of way tree that require hazard pruning or removal due to safety concerns.
- All restrooms have been closed for the winter season. Port a potties will remain open through the winter season at the following locations: Washington Park, Optimist Park, the Laramie Greenbelt Trail South Loop, LaBonte Park, and the Sandy Aragon Dog Friendly off Leash Area.
- The Markle donation on Washington Park has largely been completed.

Respectively Submitted,

David R. Schott

David Schott
Parks Manager

"A Place for All"

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	Checked and reset Oct. 1, 2015
October	2,765	Checked and reset Nov. 2, 2015
November		
December		

Yearly Total (North):	29,529
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Average Per Month:	2,953
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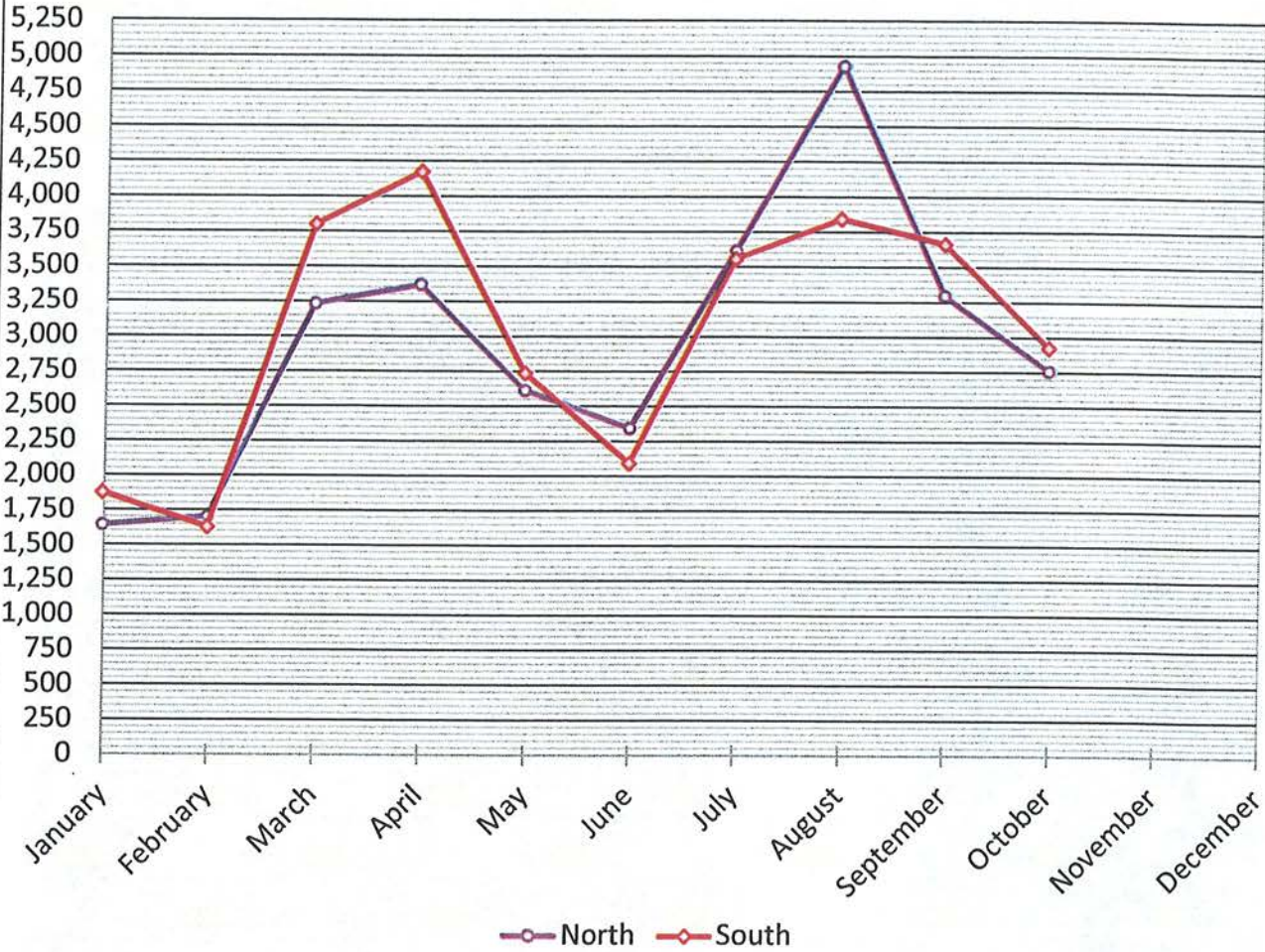
Average Per Week:	720
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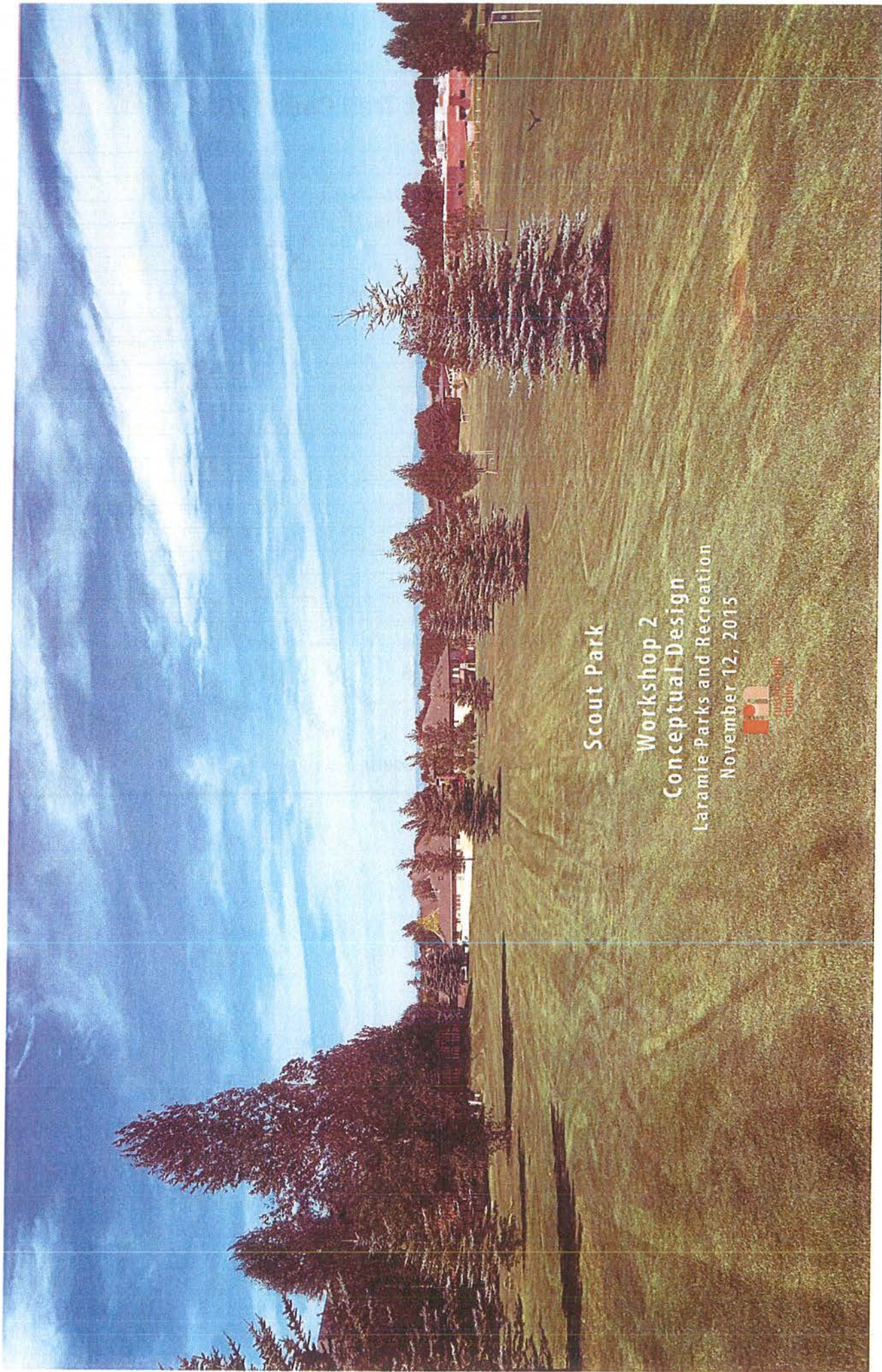
South (located just south of Optimist Park trailhead and playground)

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	Checked and reset Oct. 1, 2015
October	2,933	Checked and reset Nov. 2, 2015
November		
December		

Yearly Total (South):	30,339	Notes:
Average Per Month:	3,034	
Average Per Week:	740	
Yearly Total (North and South)	59,868	

Laramie River Greenbelt Trail Count 2015





Scout Park

Workshop 2

Conceptual Design

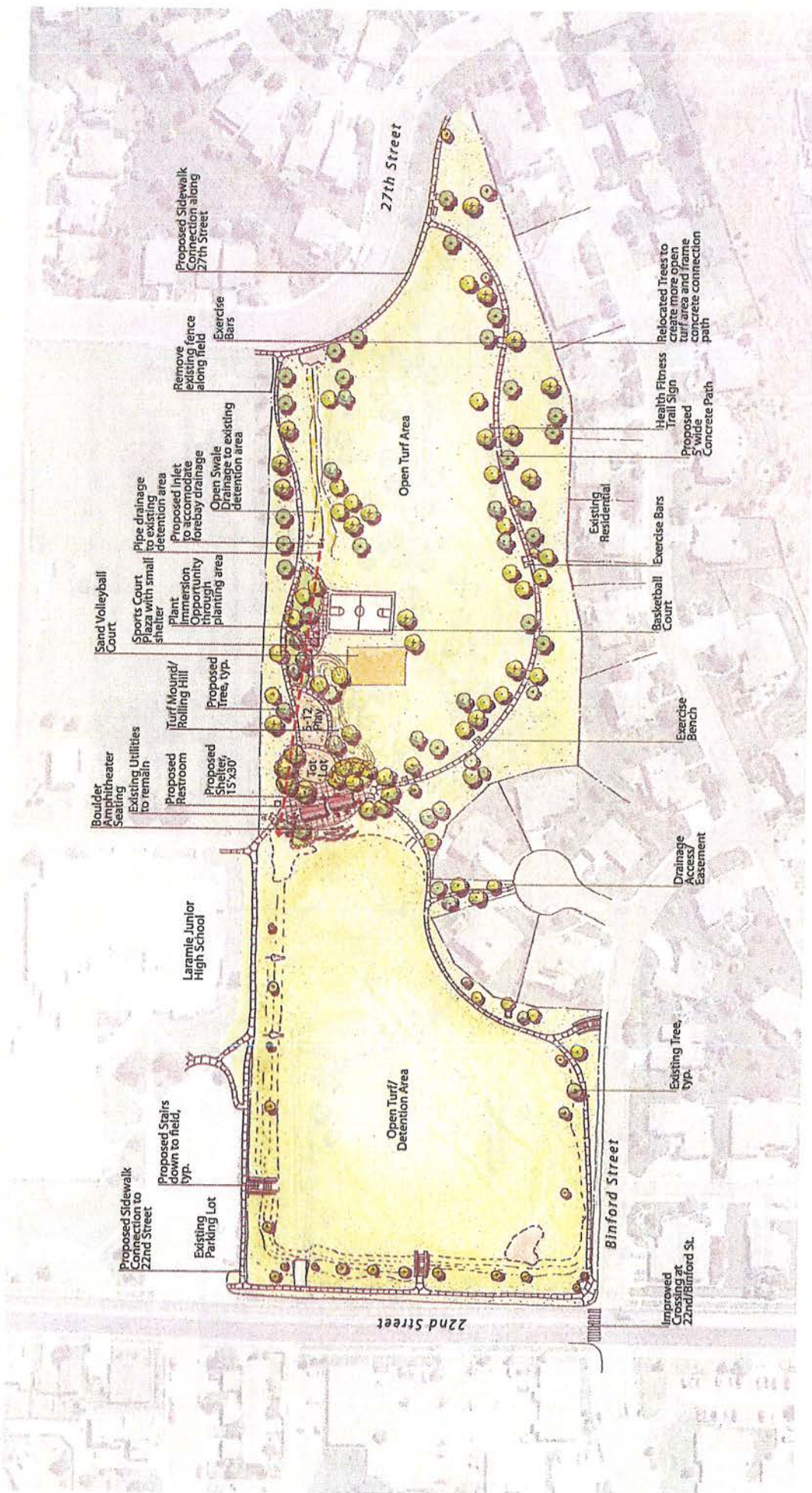
Laramie Parks and Recreation

November 12, 2015





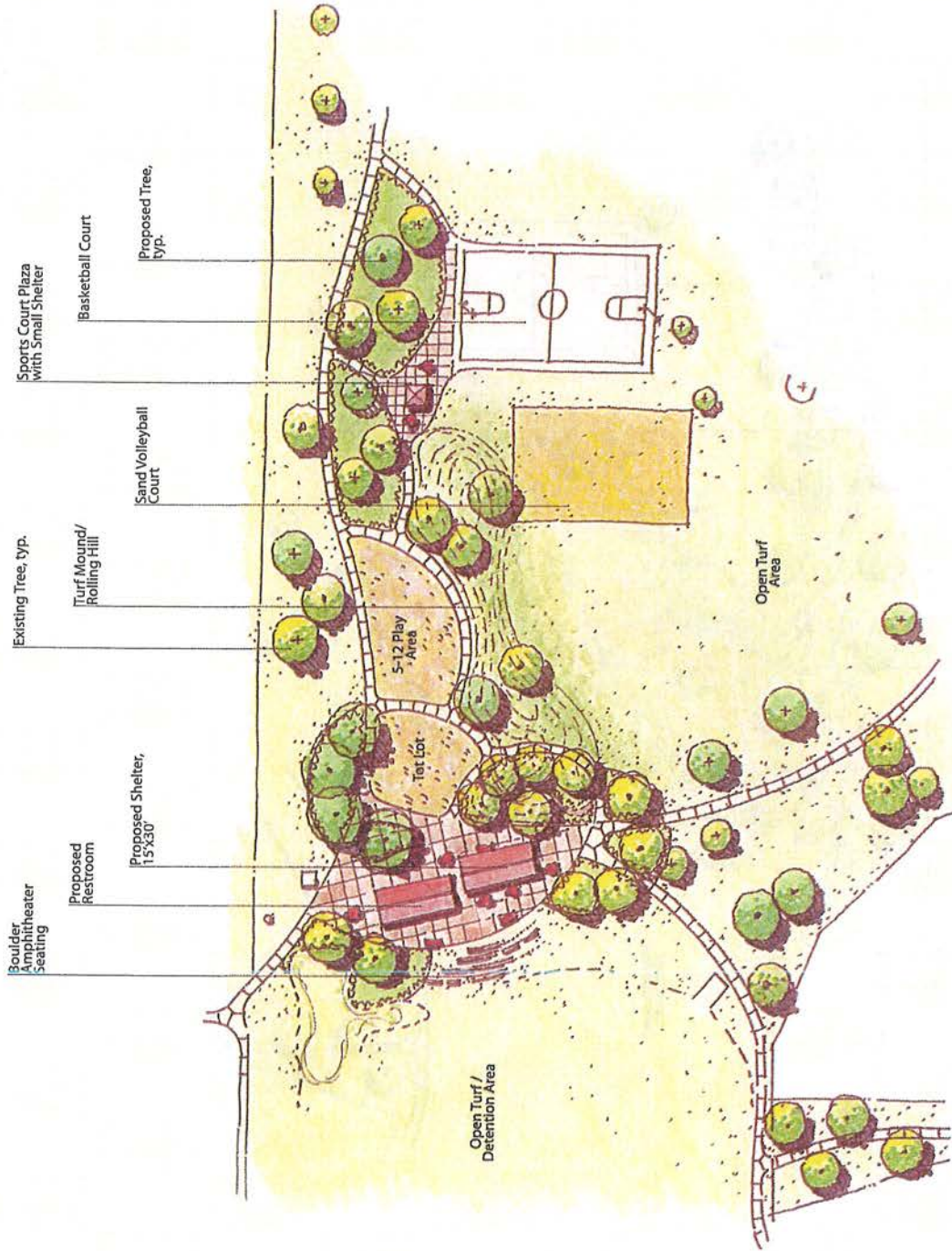
Overall Site Plan: Option A
Scout Park Conceptual Design



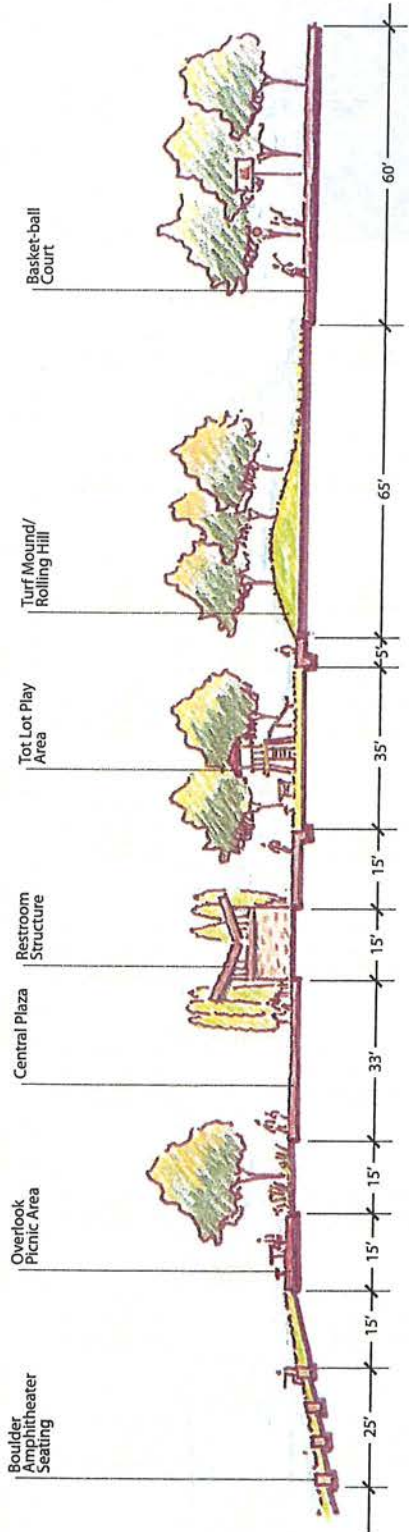
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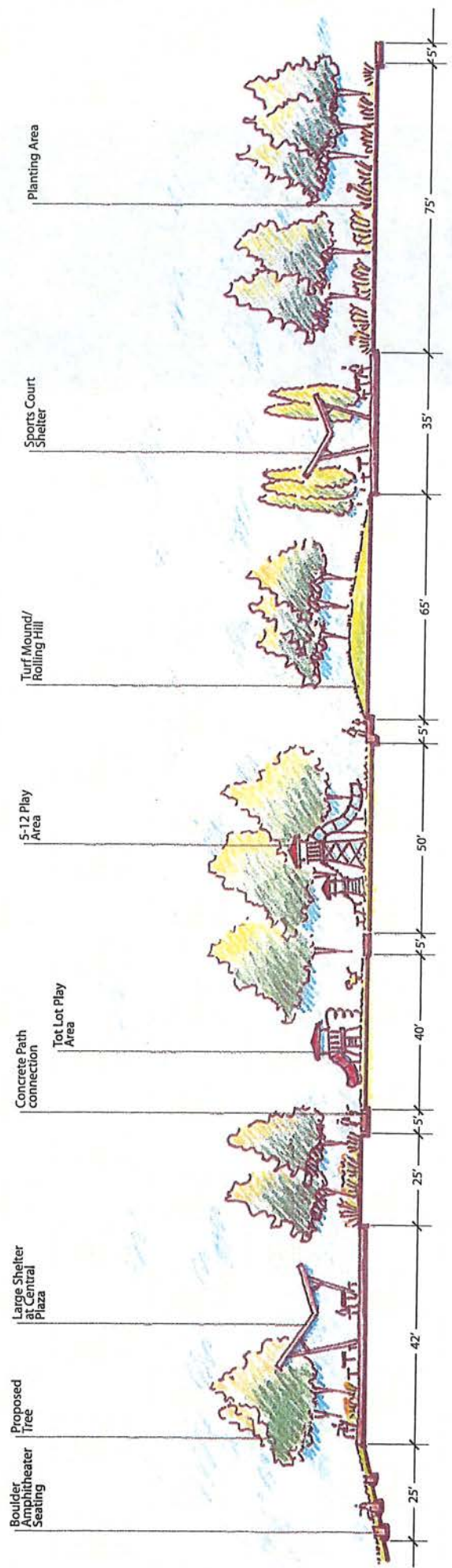
Site Enlargement Plan: Option A
 Scout Park Conceptual Design



Site Enlargement Plan: Option B
Scout Park Conceptual Design



Option A Section



Option B Section
Scout Park Conceptual Design

Recreation Division Staff Reports

For the Month of : October 2015

Presented by: Jodi Guerin

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	676	\$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	56	\$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	776	\$1,029.21			174	\$589.31	2904	\$4,771.61
October, 2014	959	\$1,220.54			93	\$497.41	1835	\$3,175.80
November, 2015	911	\$1,164.98			106	\$635.81	2012	\$3,339.26
December, 2015	710	\$873.68			83	\$418.17	1815	\$3,043.90
2015 TOTALS	9057	\$11,951.14	4085	\$6,451.51	1802	\$7,199.02	7996	\$13,584.46
2014 TOTALS	13171	\$14,411.75	3574	\$4,421.63	1738	\$7,715.60	12910	\$20,271.96

**City of Laramie Recreation
CHILD CARE**

January - December 2014/15

Activity/Program	#s	Income	Hours	Personnel	Materials	Net Income
<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 2015</i>	60	\$232.00	43.00	\$381.66		-\$149.66
<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
TOTAL 2015:	553	\$2,130.50	\$417.00	\$3,704.96	\$0.00	-\$1,574.46
TOTAL 2014:	1218	\$4,441.50	539.22	\$4,536.98		-\$95.48

SACC Enrollment - Fall 2015

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

M	T	W	Th	Fr
48	51	52	58	48

The following is actual attendance for October 2015:

M	T	W	Th 10/1/15	F 10/2/15
			43	31

M 10/5/15	T 10/6/15	W 10/7/15	Th 10/8/15	F 10/9/15
39	36	40	45	32

M 10/12/15	T 10/13/15	W 10/14/15	Th 10/15/15	F 10/16/15
36	34	22 HD	29 FD	22 FD

M 10/19/15	T 10/20/15	W 10/21/15	Th 10/22/15	F 10/23/15
38	37	35	45	41

M 10/26/15	T 10/27/15	W 10/28/15	Th 10/29/15	F 10/30/15
42	36	44	48	35

November 2015 SACC Clubs

SACC kids will have their choice of two clubs each day.

Mondays:

STEM Club

This month in our "Science, Technology, Engineering, and Math" club, we will explore engineering and building design, simple machines, environmental science, and the evolution of technology!

Gym Games

For those who just can't get enough gym time, this club is a fun choice! SACC staff will lead the kids in classic gym games like tag and dodgeball, and incorporate autumn-themed games like a popcorn relay, and the turkey strut.

Tuesdays:

DEAR Club

Staff and kids will "Drop Everything And Read" books, like *Oh, the Places You'll Go!* and *The Magic School Bus on the Ocean Floor*, to name just a couple. This club will alternate weekly by age, with the older children participating one week and the younger children the next.

Coffee Filter Crafts

Learn different ways to turn coffee filters into art. You will have the option of making snails, butterflies, jellyfish, monsters and turkeys. This club will alternate weekly by age, with the older children participating one week and the younger children the next.

Wednesdays:

Textile Art

For November, our focus will be on textile art, which includes arts and crafts that use plants, animal, or synthetic fibers to construct practical or decorative objects. We will be using plant and synthetic fibers for our projects.



THANKSGIVING
turkey magnet craft



Gym Games

For those who just can't get enough gym time, this club is a fun choice! SACC staff will lead the kids in classic gym games like tag and dodgeball, and incorporate autumn-themed games like a popcorn relay, and the turkey strut.

November 2015 SACC Clubs

Thursdays:

Swimming

Don't forget your swim suit, towel, and goggles on Thursdays as SACC staff and kids take to the water for some splish-splashing fun at the Rec Center indoor leisure pool!

Flying Wild

Ever wonder what it would be like to fly? We will learn all about birds, participate in activities that demonstrate what it would be like to be a bird, design a bird, learn how humans compare to birds, create nests, and run an obstacle course!

Fridays:

Ice Skating

Bring a coat, mittens, and a warm pair of long socks, because on Fridays SACC kids and staff are headed to the Ice and Events Center for an afternoon of learning and/or improving on our ice skating skills!

Board Games

During this Friday alternative to ice skating, staff and kids will divide into groups based on interests, and learn the rules to a variety of different board games. All you need to bring is your positive energy and a friendly attitude!

Pool Attendance - October, 2015

	Leisure		8 Lane	Steam/Sauna	Daily Totals
1	77	1	45	14	136
2	107	2	73	22	202
3	233	3	74	19	326
4	59	4	17	5	81
5	102	5	88	11	201
6	189	6	172	17	378
7	82	7	39	10	131
8	94	8	40	22	156
9	264	9	69	23	356
10	155	10	82	19	256
11	173	11	32	14	219
12	104	12	81	13	198
13	149	13	73	31	253
14	116	14	61	12	189
15	162	15	53	9	224
16	126	16	87	19	232
17	71	17	6	10	87
18	111	18	77	14	202
19	105	19	63	9	177
20	235	20	109	22	366
21	97	21	46	9	152
22	81	22	69	11	161
23	113	23	67	14	194
24	473	24	100	31	604
25	78	25	36	5	119
26	124	26	60	18	202
27	135	27	11	14	160
28	119	28	106	15	240
29	197	29	88	8	293
30	115	30	72	11	198
31	106	31	26	6	138
Total	4352	Total	2022	457	6831

Aquatics Notes

1. The High School girls swim meets ended on Friday October 23rd with the Last Chance Swim Meet for State
2. The next scheduled swim meet is Fall Harvest on Saturday Nov. 7 and Sunday Nov. 8
3. Pumpkin Dunkin was held on Saturday October 24 and was a success. There were an estimated 125 participants from 5:00 to 6:30.

**Laramie Ice & Event Center
Advisory Board User Counts
October of 2015**

Skate Admissions --568
Skate Rentals--498
Broomball Shoe Rentals (For broomball league)--168
Stick & Puck Admissions--129
LAHC Rental Hours--93.25
LAHC Tournaments--2
LAHC Games--17
COED Rental Hours--16
UW Men Rental Hours--29.25
UW Games--6
Party Packages booked--3

Monthly User Count Information Athletics October 2015

Adult Volleyball

The Adult Volleyball League is just over halfway complete, and is scheduled to wrap up just before Thanksgiving. There are 29 teams this season, an increase of four teams from any of the past five seasons. The season has passed without any serious incidents, and the majority of teams promote quality sportsmanship.

Facility Usage

We recently completed the seasons of Laramie Blizzard and Laramie Soccer Association. We have also recently began our facility rentals to Shock and Rage Youth Basketball and are accommodating the gym use by the Jr. High Girls Basketball for games. Both organizations are in compliance with the MOU's.

Youth Basketball Tournament

Preparations have begun for the 26th Annual Laramie Youth Basketball Tournament. The tournament will take place April 1st-3rd, 2015 in several locations throughout the community. Registration packets are being put together and sent out to past participants and regional Parks & Recreation Departments. Sponsorship letters have also been sent out to community businesses to be able to put on a spectacular tournament.

Jr. Cowboys & Jr Cowgirls Basketball

After examining the notes and evaluations of the program from last year, we are planning some changes to the youth basketball program. Between Shock & Rage Basketball and travelling teams there are existing programs that offer competition to youth. In the process there are individuals that A) are not included, B) do not have the resources to be able to participate in out of town leagues, C) lack the skill to compete, D) are disenchanting due to poor coaching in the past. The plan is to hire (currently open) and train six instructors with basketball experience and teaching / leadership qualities to instruct the youth. We will have six weeks of pre-season trainings for the instructors based on the curriculum that staff has developed. We will have participants register for classes of 10 for training sessions focused on basketball knowledge and individual skill development. The theory promoting this change is that young athletes will progress and develop at a faster rate in the younger ages if focused on training rather than competition. Taking away aspects of competition promotes the focus on the individual progress of participants as opposed to gauging worth based on the game score. Each group will have eight weeks of two weekly lessons, with scrimmages on Saturdays.

October Fitness User Counts

Drop -in Vists

Member	335
Non-Member	178

Totals	513
---------------	------------

Fitness Pass Visits

6 Month Pass	87
12 Month Pass	50

Totals	137
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October User Count	650
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October

Tai Chi has moved to 6:00 PM, due to participant and user group requests.

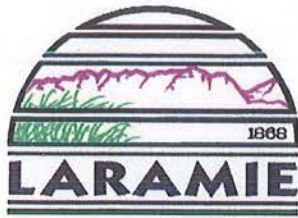
Staff are finalizing the winter and spring schedule which will include expanded yoga, shallow water and body power class offerings.

Added two new staff members to the team.

Members and guests continue to fill out comment cards about classes they have taken.

Staff are finalizing the curriculum for the "Fitness Challenge" – 10 week small group training course to kick start participant's New Year fitness resolutions.

Promotional materials for Laramie Recreation Center indoor triathlon & Fitness Challenge will start in early November.



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

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

November 11, 2015

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

- The winterization of all outdoor aquatics facilities and irrigation systems has been completed for the year.
- The Ice and Event Center chiller compressor "A" replacement has been 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. The staff has been contacting licensed structural engineers to see if there is any interest in addressing this issue.
- Quotes are being solicited 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 installation of new audio equipment has been completed in Studio B and the Revolutions Room. New audio equipment will be installed in Studio A this month.
- Contract negotiations are under way for the installation of closed circuit video cameras in the new Recreation Center Expansion areas.
- Requests for Quotes will be sent out this month for providing Gym Equipment Wipes for the Recreation Center.
- The cleaning schedule for the City shops and outer buildings has been changed to allow for every building to be cleaned daily. Currently these buildings receive service three times per week.
- The moveable wall in the Recreation Center Multi-purpose room is scheduled to be modified this month, to fit the new space created when the storage room was modified into a new restroom.
- The replacement of the carpet in the Recreation Center Atrium will be re-quoted as the company currently under contract for this work has been unresponsive.

Respectively Submitted,

Scott Stevenson,
Facilities Maintenance Manager



CITY OF LARAMIE
PARKS & RECREATION DEPARTMENT
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November 2 2015

To: Janine Jordan, City Manager
Fr: Paul Harrison, Parks and Recreation Director
Re: Department Report November 2015

Parks and Recreation Administration:

- The P&R staff in cooperation with the HR staff are preparing the assessment center recruitment process for the next Parks and Recreation Director, which is scheduled for November 12-13. A candidate open reception and five minute bio presentations are scheduled for 4:00 pm to 6:00 pm on Thursday November 12, in the large conference room at the Recreation Center.
- The RFQ "Request for Qualifications" review committee for the Cirrus Sky Trail engineering design service work has selected and recommended Western Research & Development Ltd. from Cheyenne, WY to complete the trail design. The staff are currently negotiating a professional services agreement for Council consideration on November 17.
- 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 currently preparing RFQs for engineering design services for the Jacoby Golf Course rural trail project.
- The City's request for Community Recreation Grants, funded by the Albany County Recreation Board for FY16/17 will be released in November.
- The staff have been in discussions with the Laramie Rotary Clubs on the process to either re-name one of the existing parks after the Rotary Clubs, or a new park site after the Rotary Clubs.
- The staff have closed out the Daniels Fund grant for the Cowboy Infield Improvement project and are preparing the application for partially funding the Outdoor Tennis Court Resurfacing project in cooperation with the Alpine Tennis Association. The University has awarded the project for completion in the summer of 2016.

Recreation Division:

- Pumpkin Dunkin' was held on November 24th with sponsorship from First Interstate Bank, Adventure Dodge and support from Ridley's Market. Approximately 300 individuals attended with a capacity crowd in the pool throughout the event. 180 pumpkins and goodie bags were distributed to attendees.
- The Laramie Swim Club will host the Fall Harvest swim meet November 7-8 in the Recreation Center. We are anticipating 200 participants and will have conference rooms and gymnasiums closed during this time to accommodate participants and their families.
- An application has been submitted to the Wyoming Senior Olympics Board for their consideration. A decision is anticipated at their Casper meeting on November 9. If Laramie is successful in its bid to host the summer games in 2017/2018, staff will commence planning in early 2016 with staff. We plan to invite community members to assist in the organization of different activities and will begin to extend invitations in January.
- Turkey Curling will be held Sun November 22. An overview of curling rules and procedures will begin for teams beginning at 11 am, with tournament play following instruction. This fun community building event is open to spectators who bring canned goods to contribute to the effort. Turkeys will be donated to a community organizations after the event along with the canned goods in preparation for a Thanksgiving dinner to the public.
- The Ice & Event Center hosted hockey tournaments, hockey games, and birthday parties throughout October. The UW Men's Hockey team hosted 6 games, the Laramie Amateur Hockey Club hosted 17 games with 2 large tournaments. For public offerings, we have made public skating times more regular and

available. The numbers of attendance exhibit this shift with 568 admissions to public skating and 129 for drop-in stick and puck. The Broomball League is underway with 7 teams in the league.

- A fall-themed Kids Krafteafternoon is scheduled for 2pm on Nov. 14 at the Recreation Center. Children will have the opportunity to participate in a variety of fall craft projects during this fun new activity.
- A fall Teen Night is scheduled for Nov. 20 beginning at 7pm at the Recreation Center with pizza and games for junior high and high school aged youth.
- In fitness, Sarah Remacle will be offering a free master class in "Insanity Live!" to the public. This will be an opportunity to introduce the public to this high intensity, aerobic workout that requires no equipment and uses a combination of your own body weight and interval training to provide an efficient and effective workout. Depending upon public response, she may return to provide a spring time certification class to our staff and the public.
- The SACC Afterschool program attendance is up from 2014 to 2015 with an average of 66 children enrolled in afterschool care with an average daily attendance of 52 children.
- With the adoption of the Laramie Public Art Plan, staff are moving forward to print hard copies for use as an educational and fundraising tool. Printing of the Public Art Plan is anticipated to be completed in November.

Parks Division:

- The staff have completed the winterization of the parks including all irrigation systems and park restrooms. Please note that port-a-potties will be available throughout the winter season in Washington, Optimist, Laramie River Greenbelt, LaBonte, and the Sandy Aragon Softball Field off leash dog area.
- The 2015 Community Service Day held on October 10, in conjunction with UW's "Big Event" was generally poorly attended. We had a total of 37 volunteers that planted eighty three trees, shrubs and perennials along Snowy Range Road.
- Mosquito control has concluded all adult surveillance operations for the season. The mosquito staff is preparing three general options for larval and adult control for consideration by the City Council in November as recommended by the Parks, Tree and Recreation Advisory Board.
- A second public meeting for the Scout Park Development Project is scheduled for November 5 at the Laramie Junior High School Library at 6:30 pm. This second public meeting will focus on specific locations for the future playground, shelters and trail connections thought out the park. The first public meeting was not very well attended by the public.
- 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 large boulder and concrete pad at the north east end of Washington Park that is currently under construction is the Shannon Markel and Beautification Committee donation for trees, a large boulder, and a small sitting and picnic area for the Park.
- The staff will continue with leaf clean up in November until the winter season begins.

Facilities Management Division:

- The winterization of all outdoor aquatics facilities and irrigation systems has been completed for the year.
- The Ice and Event Center chiller compressor "A" replacement has been 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. The staff has been contacting licensed structural engineers to see if there is any interest in addressing this issue.
- Quotes are being solicited 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 installation of new audio equipment has been completed in Studio B and the Revolutions Room. New audio equipment will be installed in Studio A this month.
- Contract negotiations are under way for the installation of closed circuit video cameras in the new Recreation Center Expansion areas.
- Requests for Quotes will be sent out this month for providing Gym Equipment Wipes for the Recreation Center

- The cleaning schedule for the City shops and outer buildings has been changed to allow for every building to be cleaned daily. Currently these buildings receive service three times per week.
- The moveable wall in the Recreation Center Multi-purpose room is scheduled to be modified this month, to fit the new space created when the storage room was modified into a new restroom.
- The replacement of the carpet in the Recreation Center Atrium will be re-quoted as the company currently under contract for this work has been unresponsive.

