

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

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

**PARKS, TREE & RECREATION ADVISORY BOARD  
AGENDA**

**MEETING DATE: December 9, 2015 TIME: 6:30 PM**  
**LOCATION: Recreation Center large conference room – 920 Boulder Drive**

**Consent Agenda:**

1. To approve the minutes from the November 11, 2015 regular meeting of the Parks, Tree and Recreation Advisory Board. (Harrison, pages 3-5)
2. To acknowledge receipt of the November 2015 Recreation Center membership reports. (color inserts, pages 118-123)
3. To acknowledge receipt of the memorandum on raising the leisure pool water temperature. (Guerin, pages 6-11)
4. To approve the request from Laramie Special Olympics to practice in the 8-lane pool prior to the Wyoming Special Olympics State Swim meet, and to approve a 50% fee reduction for the use of the Recreation Center and Ice & Event Center for the 2016 summer games. (Guerin pages, 12-13)
5. To approve the Memorandum of Understanding between the City and Laramie Youth Baseball for the 2016 baseball season. (Guerin, pages 14-23)
6. To approve the Memorandum of Understanding between the City and Laramie Girls Softball Association for the 2016 softball season. (Guerin, pages 24-33)
7. To approve the Facility Use Agreement between the City and the Naughty Pines Derby Dames for the 2016 roller skating season. (Guerin, pages 34-43)
8. To accept the donation of \$500 from the Friends of Community Recreation and the Laura Jane Musser Fund for replacement equipment in the child care room at the City's Recreation Center. (Guerin, pages 44-45)
9. To acknowledge receipt of the Park Shelter Reservaiton and Open Container Permrit report for 2015. (Schott, pages 46-52)
10. To approve the Adopt A Park Agreement between the City and WyoTech for general cleanup and assistance with landscaping of the three (3) center medians along Adams Street. (Schott, pages 53-56)
11. To approve the Tree City USA and Growth Award applications for 2015. (Schott, pages 57-61)
12. To approve the request for a room rental fee waiver from the laramie Elks Club Lodge No. 582 for the Annual Elks Hoop Shoot, national free throw shooting contest for youth ages 8-13. (Guerin, pages 62-64)

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

**Regular Agenda:**

1. Presentation of the revised Scout Park Master Plan Conceptual Design along with the Consideration of Resolution AB21 to approve and adopt the revised Scout Park Master Plan Conceptual Design. (Schott, pages 65-88)
2. Consideration of Resolution AB22 to authorize the submittal of an application to the Wyoming Department of State Parks and Cultural Resources for a 2016 Land and Water Conservation Fund grant for the further development of Scout Park. (Schott, pages 89-92)
3. Consideration of Resolution AB23 to amend the Shawver Tree Fund Use Policy to include residential rental properties. (Schott, pages 93-102)

**Staff Reports FYI**

Parks Division staff report (pages 103-106)  
Recreation Division staff report (pages 107-114)

"A Place for All"

Facilities Division staff report (page 115)  
FY2015/16 Capital Project list (page 124)  
Department Report December 2015 (pages 116-117)

**New business:** Public Comments

**Next Regular Meeting Date:** Wednesday, January 13, 2016 at 6:30pm  
**Special Meeting Date:** ACRB Grants Wednesday January 20, 2016

**CITY OF LARAMIE  
PARKS, TREE & RECREATION ADVISORY BOARD  
November 11, 2015  
Minutes of Meeting**

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

**MEMBERS NOT PRESENT:** Jacque Stonum, Jamie Le Jambre

**COUNCIL LIASON:** Paul Weaver

**City Youth Council:** Rachel Huang and Caitlin Huang

**GUESTS:** Cynthia Dywan, Lynn Hill, Carol Henry, Matt Greathouse, Dan McCoy, Josh Kaffer, William Sizer, Clinton Robinson, Alhn John, Logan Walker, Dewey Gallegos, Jon Singer

**CITY OF LARAMIE STAFF PRESENT:** Paul Harrison, Parks & Recreation Director; Jodi Guerin, Recreation Manager; David Schott, Parks Manager; Inez Wildenborg, Administrative Assistant

The regular meeting was called to order by Vice Chair Foianini at 6:30 pm.

**Consent Agenda:**

1. To approve the minutes from the October 14th, 2015 regular meeting of the Parks, Tree and Recreation Advisory Board. (Harrison, pages 1-5)
2. To acknowledge receipt of the September 2015 Recreation Center membership reports. (color inserts, pages 196-202)
3. To acknowledge receipt of the 2015 Free Day at the Recreation Center and the Ice & Event Center reports. (Guerin, page 6)
4. To acknowledge receipt of the 2015 Community Service Day report. (Schott, pages 7-16)
5. To approve the plaque layout and wording for the SACC Mural in the stretching area of the Recreation Center. (Guerin, pages 17-18)
6. To acknowledge receipt of the 2015 Pumpkin Dunkin report. (Guerin, page 19)
7. To acknowledge receipt of the summer 2015 Recreation Program Revenue and Expense Reports. (Guerin, pages 20-28)
8. To acknowledge receipt of the updates Fees for Triathlons. (Guerin, page 29)

Motion by Williamson, second by Ropp that the Consent Agenda be approved as indicated within the staff reports. Motion carried 7-0

**Regular Agenda:**

**1. Consideration of the conceptual designs for the development of Imperial Heights Park.**

Schott presented a brief background on the conceptual plan for the Imperial Heights Park Development Project for discussion. The 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 City Council. In the time between then and now, city staff has completed the site specific investigation, the environmental assessment, along with two (2) Land and Water Conservation Fund grants totaling \$165,000 to aid in the park development costs. The consultants, DOWL and Design Concepts presented the 50% Imperial Heights Park Development Plan: Phase 1 and 2 of the project and focused on the accessible route and the playground areas.

With the consideration of public comments on the various options and Board comments, Williamson suggested that all playground materials be fabricated (not natural) for natural play to meet ASTM standards, along with option J as the preferred playground layout.

**2. Consideration of Resolution AB19 to recommend the City approve the fundraising efforts of the Laramie Bike Park Proposal submitted by Laramie BikeNet.**

Ross Cook, UW student presented a brief background on Laramie being a popular location as an outdoor recreation location. 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. Cook stated that 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. Cook noted that 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 potential suitable site for the construction of a bike specific recreational area.

Motion by Williamson, second by Favret to 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.

Motion carried 7-0.

### **3. Consideration of the conceptual plan and cost estimate for the Laramie Skate Park Expansion Project to recommend the City consider capital project funding in FY16/17 for expansion of the LaBonte Park Skate Park.**

Schott presented a brief background on the Parks, Tree and Recreation Advisory Board having 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 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.

Motion by Williamson, second by Ropp to move that 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. Motion carried 7-0

### **4. Consideration of the Memorandum of Understanding between the City and the Laramie Rivers Conservation District for maintenance and operation of the LaBonte Park Community Garden.**

Schott stated that staff is recommending a five (5) year extension of the MOU. However, rather than an Amendment, the City and the District drafted the attached new MOU that more accurately reflects the on the ground development, care, and maintenance of the LaBonte Park Outdoor Learning Education Center.

Motion by Williamson, second by Ropp, 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. Motion carried 7-0

### **5. Consideration of the Memorandum of Understanding between the City and the Laramie and the University of Wyoming Athletics Department for the Junior Cowgirls and Junior Cowboys youth basketball program for the 2016 season.**

Guerin noted that 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.

Motion by Williamson, second by Favret, 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. Motion carried 7-0

**6. Consideration of the short, medium and long term objectives to accommodate the anticipated youth sports complex growth projections.**

Guerin presented the staff report and recommendations to the Advisory Board, focusing on the short term option for the 2016 summer season. Harrison noted that if Optimist Field is utilized for girls' softball, a temporary fence will need to be included within the option.

Motion by Williamson, second by Dixon, to approve the recommended field use plan and authorize staff to move forward with the short term plan. Motion carried 7-0.

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

Harrison recommends item #7 to be tabled until further negotiations are completed with the Railroad. Motion by Hammond, second by Williamson, to table motion as recommended. Motion carried 7-0

**Staff Reports FYI:**

- Schott presented Parks Division Staff updates to the Board.
- Guerin presented the Recreation Division staff report to the Board. Guerin updated the Board on the request from the LDS Institute concerning their request for a reduction of the rental fees for their closing social activity for 50 to 75 students.

**New Business:**

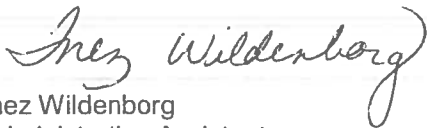
- Harrison invited the Board members to the community forum for the P&R Director candidates on Thursday, November 12 at 4:30 pm.
- Next Parks, Tree, and Recreation Advisory Board Meeting is scheduled for December 9, 2015 at 6:30pm.

**Public Comments:**

None

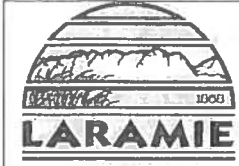
Meeting adjourned at 8:57 pm.

Respectfully Submitted,



Inez Wildenborg  
Administrative Assistant  
Parks and Recreation, City of Laramie

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Recreation

Discussion Item

**Title:** Pool Temperature Survey

**Recommended Board MOTION:**

NA

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**Administrative or Policy Goal:**

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

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**Background:**

During the spring of 2015, staff were contacted by a patron who was concerned that the temperature of the leisure pool was too cool for young children. Staff initially researched recommended temperatures of pools by age category and also assessed the potential cost of raising the temperature.

After some consideration, we decided to conduct a survey of patrons during the cooler weather to determine whether or not it would be advisable to raise the temperature of the leisure pool. The attached memos and documentation explain our recommendation not to raise the temperature at this time.

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

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**BUDGET/FISCAL INFORMATION:**

NA

**Responsible Staff:**

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

**Attachments:**

- Original memo
- Survey results
- Final recommendation memo



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May 12, 2015

To: Paul Harrison, Parks & Recreation Director  
From: Jodi Guerin, Recreation Manager  
CC: Scott Stevenson, Facilities Manager  
Re: Raising the Leisure pool temperature

Hi Paul,

I have met with Facilities and Aquatics staff to discuss the possibilities of raising the temperature in the leisure pool and additionally have done some research regarding the recommended temperatures by age group and the ramifications of any changes.

In general, aquatics staff have indicated that raising the temperature will likely not alleviate complaints, but that they do not see any negative impacts to patrons if we consider a temperature increase. However, the top of the slide where air temperatures are higher, will affect the guards in this position, which would need to be addressed by more frequent rotations.

Facilities staff do not believe that the patrons will be able to detect the temperature difference very well and think there may be some who find it too warm for exercise. Additionally, the negative impacts will include the increased energy consumption and increased chemical use resulting from the increase, which may also make it more difficult to manage the chloramines in the atmosphere.

The State of Wyoming Aquatics Regulations make general recommendations about pool temperatures in regards to maximum and ideal temperatures. A maximum temperature is considered 98 degrees, and ideal is 78-82 degrees. They do not consider differentiating by primary age groups.

The United States Water Fitness Association gives a good overview of recommended pool temperatures that concurs with many other organizations. Generally the recommended range for small children is from 86-94 degrees, and for adults and older children from 84-89 degrees. The set point for our pool is 86 degrees, and the actual temperature as recorded in the log book varies between 85-86 degrees.

Additionally, I did some calculations for estimated energy consumption for a temperature increase. I would estimate that the leisure pool would consume about \$1,800.00 more per year for a one degree increase. This is based on an average monthly gas rate of between \$3,000.00 to \$5,500.00. There may also be other financial impacts from chemicals and electricity for the HVAC units, but I don't have a methodology for estimating these costs.

Since our temperature often dips as low as 85 degrees, which is on the lower end of the temperature range according to many organizations, my suggestion would be that we consider raising the temperature by two degrees, to a set point of 88 degrees. This should achieve a temperature closer to 86-87 degrees which may create a more comfortable pool environment. Additionally, since outdoor temperatures influence how warm the facility feels indoors, it may be worth considering a drop in temperature during the summer season. A drop of two degrees, back to 86 degrees, would keep the indoor ambient air temperature a little more moderate throughout the facility and at the top of the slide particularly.

I would also suggest that we solicit public feedback regarding the temperature before and after the temperature increase to determine whether or not the change is discernible since that is the primary driver for this change. If patrons don't notice a difference, but we are seeing higher costs for energy use, we could then reduce the temperature in a justified manner.

Please let me know if you have any questions or want additional information. I have attached the additional information upon which I have based my recommendation.

Date	Water Temp	Outdoor Temp Hi	Outdoor Temp Lo	Too Cold	Too Hot	Just right
10/27/2015	86	50	33	1	0	8
10/28/2015	86	47	31	0	0	2
10/29/2015	86	53	26	3	0	6
10/30/2015	86	52	24	2	0	4
<b>Total</b>				<b>6</b>	<b>0</b>	<b>20</b>
				<b>23%</b>	<b>0</b>	<b>77%</b>

**Notes**  
 Showers not a constant temp  
 Temperature good for working out  
 Lap pool warmer today (81 degrees)  
 Don't make it colder  
 Leave it as it is  
 Steam room is too cold  
 Water is good if room stays warm  
 Please don't lower the pool temp, they are perfect (skinny kids get cold)  
 Water needs to be warmer (87 degrees)  
 The air in the IDL was so hot that my contacts were drying out and it was hard to keep my eyes open

10/31/2015	87	48	32	1	0	1
11/1/2015	87	56	25	3	0	3
11/2/2015	87	59	35	1	0	1
11/3/2015	87	53	29	2	0	6
11/4/2015	86	41	21	3	0	1
11/5/2015	87	32	19	3	1	5
11/6/2015	86	36	24	1	0	1
11/7/2015	87	44	20	1	0	3
11/8/2015	87	45	21	3	1	0
11/9/2015	87	55	45	3	2	1
11/11/2015	88	30	21	0	2	0
11/12/2015	88	37	15	0	1	4
11/13/2015	88	49	22	0	7	0
				<b>21</b>	<b>14</b>	<b>26</b>
				<b>35%</b>	<b>23%</b>	<b>43%</b>

Temperature 45 or warmer  
 Temperature cooler than 45

Too Cold	Too Hot	Just right
20	8	32
18%	17%	45%

11/15/2015	86	37	22	1	0	0
11/17/2015	86	34	20	1	0	0
11/19/2015	86	37	14	1	0	1
11/23/2015	86	49	23	1	0	0
11/25/2015	86	42	14	2	0	0
11/28/2015	86	25	4	1	2	0
11/29/2015	86	22	2	4	1	2
<b>Totals</b>				<b>11</b>	<b>3</b>	<b>3</b>
				<b>65%</b>	<b>18%</b>	<b>18%</b>

**Grand Total** 38 17 49



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December 1, 2015

To: Parks, Tree and Recreation Advisory Board Members  
From: Jodi Guerin, Recreation Manager  
CC: Paul Harrison, Parks & Recreation Director  
Scott Stevenson, Facilities Manager  
Re: Raising the Leisure pool temperature

This past year staff reviewed the temperature of the leisure pool to determine whether or not a small increase in temperature might be warranted based on customer concerns. Some patrons of the Recreation Center had indicated that the pool seemed too cool for their small children and requested that the temperature be raised.

Our final recommendation is to leave the indoor leisure pool at 86 degrees as it has been since we opened. This recommendation is based on analysis of the following information, including: recommended temperatures for different age groups and activities and a survey of patrons for the Laramie Area Recreation Center.

To begin with, it is important to know that the air temperature in a natatorium should be higher than the water temperature by 2-4 degrees. This helps to keep the building from experiencing condensation on the interior walls that causes significant damage to the facility. Also, in a facility with very high ceilings and large open spaces the temperature variance between the top of the bleachers or slide and the temperature on the deck can be as much as ten degrees. This means that if the water is at 88 degrees, the air temperature should be 90 degrees, which might approach 100 degrees in some areas. Additionally, during colder outdoors temperatures, the heating and ventilation system has to run more often and at higher temperatures to maintain higher air temperatures, creating very hot areas near the heater outlets.

The State of Wyoming Aquatics Regulations make general recommendations about pool temperatures in regards to maximum and ideal temperatures. A maximum temperature is considered 98 degrees, and ideal is 78-82 degrees. They do not consider differentiating by primary age groups.

The United States Water Fitness Association gives a good overview of recommended pool temperatures that concurs with many other organizations. Generally the recommended range for small children is from 86-94 degrees, and for adults and older children from 84-89 degrees. The set point for our pool is normally 86 degrees which is a good compromise between all age groups.

In late October staff began the survey of patrons who used the leisure pool. We did not tell them what the temperature was, only that we were gathering their views on the subject so we could use their input to make a decision. The survey form simply asked whether or not they thought the pool temperature was too cold, too hot or just right and gave them an opportunity to make comments. We also documented the water temperature as well as the outdoor air temperatures as they tend to influence the perception of temperature.

On October 31<sup>st</sup> the temperature in the leisure pool boiler was increased, and over a two week period the temperature increased by two degrees. Although the results are mixed, a few things stood out.

We saw a few incidents during this time when the temperatures were increased, of light-headedness from those in the leisure pool, and a higher level of complaints about it being too hot. You will see that on the last day of the 88 degree water temperatures we had only complaints that the water was too hot. Also, the primary time that the water was perceived as too hot was when the temperature was raised. This is likely to be due to the higher air temperature.

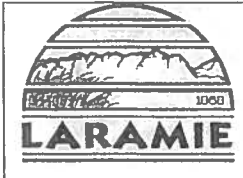
Typically the leisure pool sees the highest use from our oldest and youngest patrons. They are also more likely to have strong reactions to temperature changes because their bodies have a more difficult time regulating body temperature. These higher temperatures can lead to heat exhaustion when individuals are exercising which is particularly concerning among seniors.

The outside temperature appears to also influence the perception of whether the pool temperature is acceptable. On days where the outside temperature was 45 degrees or higher, 13% more patrons thought the temperature was just right than when temperatures were cooler. Also, on days where the temperature was below 45 degrees, 11 percent more felt that the pool was too cold.

Based on the recommendation from the above mentioned swimming organizations, the patron response and our concern for patron well-being I would not suggest that we raise the temperature. The increase in ambient air temperature creates a situation that causes more of a concern than the temperature in the pool, but since the air must be warmer than the water I believe we will cause more risk for our patrons and staff which outweigh the potential benefits.

Please let me know if you have any questions or want additional information. I have attached the additional information upon which I have based my recommendation.

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Recreation

Policy Direction

**Title:** Consideration of a request for Laramie Special Olympics to practice in the 8-lane pool prior to the Wyoming Special Olympics State Meet, and provide sponsorship of these activities in exchange for a 50% fee reduction for the use of the Recreation Center and Ice & Event Center.

**Recommended Board MOTION:**

I move that the Parks, Tree, and Recreation Advisory Board approve City sponsorship of the Laramie Special Olympics activities, allowing them to use the 8-lane pool for practices prior to the State Games, and to use facilities at the Recreation Center and Ice & Event Center for the Summer games May 19-21, 2016 at a 50% reduced rental rate.

**Administrative or Policy Goal:**

The Parks, Tree, and Recreation Board will review annually on fees and policies for the Recreation Center, and the Ice and Event Center based on the operating pro-forma.

**Background:**

Each year since the Laramie Recreation Center opened in 2004, the Wyoming Special Olympics has utilized the facilities to host their Summer Games and to provide practice facilities for their swim competition. This year, they have again requested the use of the facilities for games and activities scheduled May 19-21, 2016. This request is for the use of the 8 lane pool, to allow Laramie athletes to practice for the State Games in the 8 lane pool, for a total of approximately (20) twenty practice times and the basketball courts, 8 lane pool and Ice & Event Center for their State Games activities .

Additionally, the State Special Olympics, is in the planning stages and in accordance with past practices, staff recommend sponsorship of the activities in exchange for a 50% fee reduction. In 2015, the board approved a 50% discount for use of the facilities in this same fashion.

The impact on the Recreation Center community members should be fairly minimal for practice times as 4 lanes will still be provided for patron lap swimming. The State meet in late May will likely have a much larger, but positive impact on the Laramie community as over 450 participants, 150 coaches, family members, friends, and volunteers are typically on hand to experience this extraordinary event.

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

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$825.00	50% of the cost of 4 pool lanes for 20 practices
Fees/Charges for Service	\$750.00	50% of the cost of rental at the Ice & Event Center
<b>Total</b>	<b>\$1,575.00</b>	

**EXPENSE**

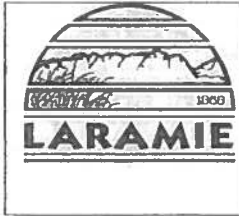
Project	Amount	Funds	
Staffing Cost	\$1,230.00	Staffing costs: Lifeguards plus Facility and Equipment use	
<b>Total</b>	<b>\$1,230.00</b>		

**Responsible Staff:**

Jodi Guerin, Recreation Manager 721-5259

**Attachments:**

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Recreation

Memorandum of Understanding

**Title:** Memorandum of Understanding between Laramie Youth Baseball Association and the City of Laramie for the 2016 season.

**Recommended Board MOTION:**

I move that the Parks, Tree and Recreation Advisory Board approve the Memorandum of Understanding between Laramie Youth Baseball Association and the City for use of the Blue, and LaBonte t-ball fields, the Red, Green, Gold, Kiwanis and Roney Little League Fields during the Laramie Youth Baseball Association season from April 1, 2016 through August 31, 2016 and allow installation of sponsor banners on the concrete walls adjacent to the entrances of each field at the Little League Complex.

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**Administrative or Policy Goal:**

The Parks, Tree, and Recreation Advisory Board will review and provide recommendations on fees and policies

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**Background:**

The Laramie Youth Baseball Association (LYBA) serves the community's youth baseball program and is requesting permission to use the Optimist T-ball field, and the Blue, Red, Green, Gold, Kiwanis and Rooney Little League Fields for their seasonal operations.

The City of Laramie and the University of Wyoming have a cooperative management agreement concerning the Little League Baseball Complex where the fields are owned by the University and maintenance and operations, including oversight of user groups are the responsibility of the City.

LYBA also collects sponsorship fees for temporary banners allowed on the concrete walls adjacent to the entrances to the Little League fields. The City staff installed hooks in 2013 to allow the replacement of banners as necessary. LYBA is responsible for the posting, maintenance, and removal of all signage at the end of the season.

This MOU is a renewal of the one used for the 2015 season and directs the responsibilities of the LYBA and the City for 2016 season and is similar to the one under consideration for the Laramie Girls Softball Association. The City of Laramie requires a per player user fee for the field use for all participants as outlined in Attachment A of the MOU.

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

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

Source	Amount	Type
Fees/Charges for Service	\$4,284.00	\$12 per player x 357 players
Grant		
Loan		
Other		
Total	\$4,284.00	

**EXPENSE**

## Proposed Project Cost.

Project	Amount	Funds
Project Cost	\$7,200.00	6 fields, 10 hours maintenance, 12 weeks, \$10 per hour
Total Amount	\$7,200.00	

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

MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LARAMIE, WYOMING  
AND  
LARAMIE YOUTH BASEBALL ASSOCIATION**

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 Laramie Youth Baseball Association (hereinafter referred to as "LYBA") whose address is PO Box 1281, Laramie, Wyoming 82073 (hereinafter collectively referred to as "Parties").

2. **Purpose.** The purpose of this Memorandum is to define the financial process for fees and the responsibilities of parties associated with the facility use, maintenance, and notifications between the LYBA and the City on Blue, Red, Green, Gold, Kiwanis and Roney Little League Fields and the Optimist T-ball field, during the LYBA season from April 1, 2016 through August 31, 2016. This Agreement is also purposed for the allowance of the LYBA to hang temporary banners promoting sponsorships of Laramie Youth Baseball on the outfield fences located on Blue, Red, Green, Gold, Kiwanis and Rooney Little League Fields during the LYBA season.

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 August 31, 2016 unless otherwise terminated or extended as outlined herein.

4. **Consideration.** The LYBA shall make a single payment to the City at the conclusion of the 2016 baseball season per the sliding fee schedule (attachment A) contingent upon fulfilling the terms of this Agreement.

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

- a. Provide adequate field maintenance of the above mentioned youth baseball fields according to the national standards for little league youth baseball.
- b. Ensure final billing, as set in attachment A is mailed out within two weeks of the final game.
- c. Provide weekly inspections of all banners and inform LYBA of any concerns or damage to banners within twenty-four (24) hours after concerns or damages have been identified.

6. **Responsibilities of LYBA.** LYBA is responsible for the following:

- a. Provide the City with final schedules in writing, for all LYBA games with start times per field before April 1, 2016.
- b. Inform the City of Laramie within 24 hours of noticing any hazards, damage,

or other safety concerns at the above mentioned facilities that could compromise the integrity of the structures or overall safety of the facility for public use.

- c. Maintain the original state of the fields and accompanying facilities as the City has prepared them, unless previously arranged with the City.
- d. Remit payment to the City of Laramie for facility use fees associated with LYBA within 30 days upon receiving an invoice.
- e. Provide type and size of banners for all locations as identified in Paragraph 2. Purpose.
- f. Provide all attachment hardware so that banners may be displayed in a safe manner that will not impede play on the designated baseball fields and Coordinate hanging of banners with City.
- g. Repair/replace any/all banners that become damaged or worn.
- h. Remove all banners at the end of the baseball season.
- i. Provide the City with *make-up game* schedules with a minimum of 8-12 hours notice for public posting.
- j. Provide proof of current general Liability Insurance.

7. **Special Provisions.**

A. **Vending.** LYBA has non-exclusive rights to apply for a vending permit to allow for the sale of concessions at the LaBonte and Little League fields under City Code, Chapter 5.76.

B. **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.

C. **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.

D. **Indemnification.** LYBA shall release, indemnify and hold harmless City, its officers, agents, employees, successors and assignees from any cause or action or claim or demand arising out of City's actions pursuant to City's obligations under this Agreement. City shall release, indemnify and hold harmless the LYBA, its officers, agents, employees, successors and assignees from any cause or action or claim or demand arising out of LYBA's obligations under this Agreement. City does not waive its sovereign or governmental immunity by entering into this Agreement 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 Agreement.

E. **Confidentiality.** Nothing in the Agreement shall be deemed to require the parties to release any information that is considered confidential by law.

F. **Liaison and Notice** City's and LYBA's Designated Representatives.

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

(ii) LYBA's designated representative is Jen Chavez, LYBA, PO Box 1281, Laramie, Wyoming 82073, and email, [JChavez@uwyo.edu](mailto:JChavez@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 or emailed. 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.

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

G. **Ethics.** LYBA shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat §9-13-101, et seq.), and any and all ethical standards governing LYBA's activities.

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

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

J. **Debts and Liabilities.** LYBA shall assume sole responsibility for any

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

**K. Insurance.** The LYBA shall maintain the following insurance:

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

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

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

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

**(iii). Coverage.** All policies required under this Contract shall be in

effect for the duration of this Contract and projects. The LYBA agrees to provide the City with notice of cancellation, revocation, amendment, or lapse of insurance.

**(iv). Additional Insured.** All insurance policies required by this

Contract, except workers' compensation, shall name City as an additional insured. LYBA shall provide, upon request a copy of an endorsement providing this coverage.

**L. Sovereign Immunity.** The City does not waive sovereign

immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-101 (2011), et seq., and all other state law.

**M. Prior Approval.** This Contract shall not be binding upon either party, no

services shall be performed under the terms of this Contract, until this Contract has been reduced to writing, approved by the City.

**N. Termination of Contract.**

**(i).** City reserves and has the right and privilege of canceling,

suspending, or abandoning the execution of all or any services in connection with this Contract at any time upon one (1) month written notice to LYBA. LYBA may terminate this Contract upon written notice to City should City substantially fail to perform in accordance with Paragraph 5 of this Contract.

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

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

**P. Extension.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by LYBA and following approval by City shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

**Q. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

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

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

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

**U. 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 LYBA 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.

V. **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.

W. **Attorney's Fees.** In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

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**THIS SPACE 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 the City Manager and LYBA has signed and executed this Agreement, the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

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

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

**LARAMIE YOUTH BASEBALL ASSOCIATION:**

By: \_\_\_\_\_  
Jen Chavez, Laramie Youth Baseball Association

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

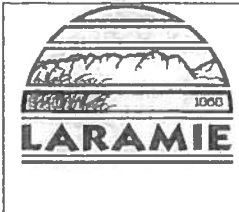
# Attachment (A)

## ATHLETIC FIELD SLIDING FEE SCHEDULE

User groups pay for maintenance of fields according to the following schedule. Teams must schedule use through the Recreation Division and will be billed according to the governing contract between the City and each user group.

Less than 100 players per season	\$17 per player
Between 100 players and 399 players per season	\$12 per player
Over 400 players per season	\$7 per player

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Recreation

Memorandum of Understanding

**Title:** Memorandum of Understanding between the Laramie Girls Softball Association and the City of Laramie setting fees, fields and scheduling for the upcoming 2016 season.

**Recommended Board MOTION:**

I MOVE to approve the Memorandum of Understanding between the Laramie Girls Softball Association and the City of Laramie setting fees, fields and scheduling for the upcoming 2016 season.

**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:**

In 2014, the City entered into an MOU with the Laramie Girls Softball Association for the first time to establish a regular method of scheduling and billing the organization for summer field use as is done for other user groups. The memorandum of understanding identifies the fields they wish to use, acknowledges the sliding fee schedule and sets out other operational terms between the City and the organization.

Laramie Girls Softball Association continues to see increasing participation and has requested that the MOU terms remain the same for the 2016 season. The fees are commensurate with those charged to the other organization and identify the Blue Field as their primary field. Additionally, the MOU provides a mechanism for sponsor banners should the LGSA have an interest in seeking sponsors.

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

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$1,683.00	\$17 x 99 girls per player fee
Grant		
Loan		
Other		
<b>Total</b>	<b>\$1,683.00</b>	

**EXPENSE**

Proposed Project Cost.

Project	Amount	Funds
Field Maintenance	\$1,920.00	8 hours of maintenance, 2 fields, \$10/hour, 12 weeks
Total Amount	\$1,920.00	

**Responsible Staff:**

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

**Attachments:**

MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LARAMIE, WYOMING  
AND  
LARAMIE GIRLS SOFTBALL ASSOCIATION**

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 Laramie Girls Softball (hereinafter referred to as "LGSA") whose address is 4315 Grays Gable, Laramie, WY 82072 (hereinafter collectively referred to as "Parties").

2. **Purpose.** The purpose of this Memorandum is to define the financial process for fees and the responsibilities of parties associated with the facility use, maintenance, and notifications between the LGSA and the City on Blue Field and the LaBonte t-ball field during the LGSA season from March 1, 2016 through July 31, 2016. This Agreement is also provides for the LGSA to hang temporary banners promoting sponsorships of Laramie Girls Softball on the outfield fences located on Blue Field during the LGSA season from March 1, 2016 through July 31, 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 July 31, 2016 unless otherwise terminated or extended as outlined herein.

4. **Consideration.** The LGSA shall make a single payment to the City at the conclusion of the 2016 baseball season per the sliding fee schedule (attachment A) contingent upon fulfilling the terms of this Agreement.

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

- a. Provide adequate field maintenance on Optimist T-ball and Blue Fields according to the national standards for youth softball.
- b. Ensure final billing, as set in attachment A is mailed out within two weeks of the final game.
- c. Provide weekly inspections of all banners and inform LGSA of any concerns or damage to banners within twenty-four (24) hours after concerns or damages have been identified.

6. **Responsibilities of LGSA.** LGSA is responsible for the following:

- a. Provide the City with final schedules in writing, for all LGSA games with start times per field before the start of the 2016 season.
- b. Inform the City of Laramie within 24 hours of noticing any hazards, damage, or other safety concerns at the above mentioned facilities that could

compromise the integrity of the structures or overall safety of the facility for public use.

- c. Maintain the original state of the fields and accompanying facilities as the City has prepared them, unless previously arranged with the City.
- d. Remit payment to the City of Laramie for facility use fees associated with LGSA within 30 days upon receiving an invoice.
- e. Provide type and size of banners for all locations as identified in Paragraph 2. Purpose.
- f. Provide all attachment hardware so that banners may be displayed in a safe manner that will not impede play on the designated baseball fields and coordinate hanging of banners with City.
- g. Repair/replace any/all banners that become damaged or worn.
- h. Remove all banners at the end of the baseball season.
- i. Provide the City with *make-up game* schedules with a minimum of 8-12 hours notice for public posting.
- j. Provide proof of current general Liability Insurance.

7. **General Provisions.**

A. **Vending.** LGSA has non-exclusive rights to apply for a vending permit to allow for the sale of concessions at the Little League fields under City Code, Chapter 5.76.

B. **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.

C. **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.

D. **Indemnification.** LGSA shall release, indemnify and hold harmless City, its officers, agents, employees, successors and assignees from any cause or action or claim or demand arising out of City's actions pursuant to City's obligations under this Agreement. City shall release, indemnify and hold harmless the LGSA, its officers, agents, employees, successors and assignees from any cause or action or claim or demand arising out of LGSA's obligations under this Agreement. City does not waive its sovereign or governmental immunity by entering into this Agreement 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 Agreement.

E. **Confidentiality.** Nothing in the Agreement shall be deemed to require the parties to release any information that is considered confidential by law.

F. **Liaison and Notice** City's and LGSA's Designated Representatives.

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

(ii) LGSA's designated representative is Kristy Isaak, 5345 Anchor Dr., Laramie, WY 82070, phone 307-760-3401, email, [kisaak@uwyo.edu](mailto:kisaak@uwyo.edu).

(iii) All notices and invoices required in this Agreement shall be in writing, properly addressed to the liaison above, and emailed or 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.

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

G. **Ethics.** LGSA shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat §9-13-101, et seq.), and any and all ethical standards governing LGSA's activities.

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

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

J. **Debts and Liabilities.** LGSA shall assume sole responsibility for any debts or liabilities that may be incurred by LGSA in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue

because of this Contract. Nothing in this Contract shall be interpreted as authorizing LGSA or its agents and/or employees to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on the behalf of the City. LGSA agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of LGSA or the LGSA's agents and/or employees as a result of this Contract.

**K. Insurance.** The LGSA shall maintain the following insurance:

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

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

**(ii). Commercial General Liability Insurance.** The LGSA shall provide coverage, during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

**(iii). Coverage.** All policies required under this Contract shall be in effect for the duration of this Contract and projects. The LGSA agrees to provide the City with notice of cancellation, revocation, amendment, or lapse of insurance.

**(iv). Additional Insured.** All insurance policies required by this Contract, except workers' compensation, shall name City as an additional insured. LGSA shall provide, upon request a copy of an endorsement providing this coverage.

**L. Sovereign Immunity.** The City does not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-101 (2011), et seq., and all other state law.

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

**N. Termination of Contract.**

**(i).** City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any services in connection with this Contract at any time upon one (1) month written notice to LGSA. LGSA may terminate this Contract upon

written notice to City should City substantially fail to perform in accordance with Paragraph 5 of this Contract.

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

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

**P. Extension.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by LGSA and following approval by City shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

**Q. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

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

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

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

**U. 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 LGSA 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.

V. **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.

W. **Attorney's Fees.** In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

**THIS SPACE 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 the City Manager and LGSA has signed and executed this Agreement, the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

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

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

**LARAMIE GIRLS SOFTBALL:**

By: \_\_\_\_\_  
Kristy Isaak, Laramie Girls Softball

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

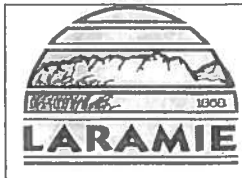
# Attachment (A)

## ATHLETIC FIELD SLIDING FEE SCHEDULE

User groups pay for maintenance of fields according to the following schedule. Teams must schedule use through the Recreation Division and will be billed according to the governing contract between the City and each user group.

Less than 100 players per season	\$17 per player
Between 100 players and 399 players per season	\$12 per player
Over 400 players per season	\$7 per player

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Recreation Agreement

**Title:** Facility Use Agreement between the City of Laramie and the Naughty Pines Derby Dames for the 2016 Season.

**Recommended Board MOTION:**

I move that the Parks, Tree, and Recreation Advisory Board approve the Naughty Pines Derby Dames Facility Use Agreement, outlining the cost of facility rental, payment and scheduling process for the 2016 season.

**Administrative or Policy Goal:**

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

**Background:**

The Naughty Pines Derby Dames (NPDD) are entering their eighth summer as contract "Non-Ice" season renters of the Ice & Event Center. The NPDD group is a non-profit group that makes many donations in the community and provides recreation alternatives to young women in the community. The agreement presented is an update of the original agreement and amendments with a one year term. No significant changes have been made from last year and the rate is set at \$30/hour.

They rent the building for 6 hours a week beginning April 1 and ending August 31. In addition to their 6 hour per week rental, they also typically rent the Ice & Event Center for at least one Saturday each month when they host home bouts. These bouts usually bring 300-500 people into the Ice and Event Center. The rental rate for these bouts on Saturdays are at our regular full price rate of \$600 for the day.

The cost for facility overhead is estimated to be \$25/hour for electricity and facility operations, plus \$10/hour for staff during rentals. In 2013, the rental rate was reduced from \$40 to \$30/hour at the request of the user group due to financial difficulty. They have requested that the board consider allowing the \$30/hour rate to be continued for this season. Income would be \$180/week.

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

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$4,155.00	Facility Rentals for 138.50 hours as in past years
Grant		
Loan		
Other		
<b>Total</b>	<b>\$4,155.00</b>	

**EXPENSE**

Proposed Project Cost.

Project	Amount	Funds	
Staff cost	\$1,385.00	\$10/hour for 138.5 hours	
Facility Maintenance	\$3,450.00	Electricity & facility overhead est. \$25/hour	
Total Amount	\$4,835.00		

**Responsible Staff:**

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

**Attachment:**

Facility Use Agreement

**FACILITY USE AGREEMENT  
BETWEEN  
THE CITY OF LARAMIE, WYOMING  
AND  
NAUGHTY PINES DERBY DAMES**

1. **Parties.** This 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 Street, Laramie Wyoming 82073 and Naughty Pines Derby Dames, whose address is P.O. Box 2354, Laramie, WY. 82073 (hereinafter referred to as “User”).

2. **Purpose of Contract.** The purpose of this Contract is to permit User to utilize the facilities of City’s Ice & Event Center to skate for roller derby practices and events. With regards to its use, User will fully cooperate with the Center employees and other users of the Center’s facilities. The days and times of such uses shall continue to be scheduled by mutual agreement of the Program Coordinator of the City Ice & Event Center and User.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. No services shall be performed prior to the contract effective date. The term of the Contract is from the date of execution through September 30, 2016, unless otherwise terminated or extended as outlined herein.

4. **Payment.** User agrees to pay City an hourly rental fee of thirty dollars (\$30.00) for practice sessions and according to the Master Fee Schedule rates for public rentals for “matches”. City shall submit monthly invoices to User for payment. User agrees to pay City within thirty (30) days of receiving the monthly invoice from City.

5. **Responsibilities of User.**

A. User shall provide a practice and “match” schedule to City’s Representative, identified in Paragraph 8 (M) by April 1, 2016. Cancellation of scheduled use must be done within 5 working days of the reserved date to avoid invoicing for reserved times.

B. User shall have non-exclusive use of the City’s Ice & Event Center facility during rental hours.

C. User agrees to acquire all necessary permits for activities at the City’s facilities, including permits for the sale and consumption of alcohol and any necessary insurance as detailed in the Facility Use Agreement.

6. **Responsibilities of City.**

A. City agrees to provide User with access to the Ice & Event Center for practices and “matches” according to the schedule provided as per Paragraph 5.A.

B. City will work with User regarding the use of Ice & Event Center’s facilities. The days and times of such uses shall continue to be scheduled by mutual agreement of the Ice & Event Center Program Coordinator and User. This agreement between the City and User is not exclusive and the City reserves the right to use the Ice & Event Center as it sees necessary.

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

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

7. **Special Provisions.**

A. **Monitor Activities.** City shall have the right to monitor all activities related to this Contract, including activities of the User and all subusers. This shall include, but not be limited to, the right to make site inspections at any time, and to observe all User personnel in every phase of performance of work related to this Contract.

B. **Nondiscrimination.** User shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (hereinafter referred to as “ADA”), 42 U.S.C. 12101, et seq. User shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract. User shall include the provisions of this section in every subcontract awarded so that such provisions are binding on each subUser.

8. **General Provisions.**

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

B. **Applicable Law/Venue.** The construction, interpretation and enforcement of

this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

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

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

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

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

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

H. **Ethics.** User shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat §9-13-101, et seq.), and any and all ethical standards governing User's profession.

I. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, and unusually severe weather.

This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in availability of the Center's facilities to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

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

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

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

**M. Liaison and Notice** Designated Representatives and Notification.

(i) City's designated representative is Devin Garcia, telephone number: (307) 721-5265 and facsimile: (307) 721-5284; email, [dgarcia@cityoflaramie.org](mailto:dgarcia@cityoflaramie.org) and address, PO Box C, Laramie, WY 82073.

(ii) The User's representative is Tess Pridmore, telephone number: 307-399-9081; email, [eatmyfairydust103@gmail.com](mailto:eatmyfairydust103@gmail.com) and Address, is P.O. Box 2354, Laramie, WY 82073.

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

through another carrier (e.g., UPS or FedEx) are effective upon receipt.

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

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

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

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

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

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

(vi). **Subusers.** The insurance requirements set forth above apply to all sub-Users. It is User's responsibility to ensure that its subusers meet these insurance requirements. City has the right to review the Certificates of any and all subusers used by the User.

(vii). **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 User or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

**O. Use of Work Product.** City further agrees not to use or permit any other person to use equipment or other work products or materials prepared by or owned by the User, which will remain at the Laramie Ice & Event Center.

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

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

**R. Termination of Contract.**

**(i).** City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any services in connection with this Contract at any time upon Thirty (30) Days written notice to User. The User may terminate this Contract upon Thirty (30) Days written notice to City should City substantially fail to perform in accordance with Paragraph 4 and 6 of this Contract.

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

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

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

U. **Extension.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by the User and following approval by City shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

V. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

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

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

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

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

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

BB. **Attorney's Fees.** In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

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

**CITY OF LARAMIE, WYOMING:**

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

Attest: \_\_\_\_\_  
Witness

**USER:**

By: \_\_\_\_\_  
Tess Pridmore, Derby Dames

Attest: \_\_\_\_\_  
Witness

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Recreation

Discussion Item

**Title:** Donation of Childcare Equipment from the Friends of Community Recreation

**Recommended Board MOTION:**

I move that the Parks, Tree and Recreation Advisory Board accept the contribution of equipment for the childcare room from the Friends of Community Recreation.

**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:**

In September 2014 the Recreation Staff were approached by Hilery Lindmier, who wished to make a contribution to the Laramie Community Recreation Center Childcare room. After consideration by the board, the staff worked with the Friends of Community Recreation to purchase new and replacement items for the Childcare room in an amount of \$2,000.00.

Recently, the Friends of Community Recreation were notified by the US Bank Charitable Services Group that the Laura Jane Musser Fund would like to make a grant to the City of Laramie Recreation Center for the purchase of additional childcare room items at the request of Hilery Lindmier.

Staff believe that this funding could be used again to help purchase new and replacement equipment that will enhance the childcare room. We would recommend that this donation of \$500 of equipment be accepted and authorize the staff to work with the Friends of Community Recreation to make the purchase and send a thank you letter to Ms. Hilery Lindmier.

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

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Value of equipment	\$500.00	various equipment for childcare room
Total	\$500.00	

**Responsible Staff:**

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

**Attachments:**

Letter from US Bank



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CHARITABLE SERVICES GROUP

**U.S. Bank Charitable Services Group**

Toll Free (800) 895-3628

Direct (651) 466-8088

Fax (651) 466-8742

charitableservicesgroupmpls@usbank.com

November 16, 2015

Friends of Community Recreation  
PO Box 1265  
Laramie, WY 82073

Dear Sir/Ma'am,

We are pleased to advise you that the Laura Jane Musser Fund has awarded Friends of Community Recreation a grant in the amount of \$500 to be used for the child play area at the Laramie Recreations Center. This grant was made at the request Hilery Lindmier, a director for the Laura Jane Musser Fund and is made subject to the following terms and conditions:

- You are an organization that has been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501 (c) (3) of the Code.
- You will utilize the grant's proceeds only for charitable and educational activities consistent with its tax-exempt status described above.
- You acknowledge that the foundation did not receive any goods or services, in whole or part, for this gift.

Your deposit, negotiation, or endorsement of the enclosed check will constitute your agreement to the terms and conditions set forth above.

This grant does not satisfy any personal, professional, or financial commitment made to your organization by this Laura Jane Musser Fund Director, is a one-time grant and is separate from any other request by your organization.

Please acknowledge this gift to:

The Laura Jane Musser Fund  
Attn: Mary Karen Lynn-Klimenko  
318 West 48<sup>th</sup> St  
Minneapolis MN 55419

Sincerely,

U.S. Bank Charitable Services Group, Trustee, Laura Jane Musser Fund

enclosure

cc: Mary Karen Lynn-Klimenko  
Hilery Lindmier

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Parks

Discussion Item

**Title:** Park Shelter Reservations and Open Container Permit Report

**Recommended Board MOTION:**

Discussion Item

**Administrative or Policy Goal:**

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

**Background:**

In 2015, parks facilities received 357 shelter reservations over the 26 facilities available to rent. This represents a decrease of 40 from 2014 when there were 397 reservation. However, revenue increase in the same time period from \$11,695 in 2014 to \$12,237.50 in 2015 or an increase of \$542.50. The fees to rent shelters are \$25 for the first two hours and \$5 for each additional hour. Otto Dahl shelter in Washington Park once again has the highest reservation count of 85 with Washington #1 with 67 reservations followed by Undine 1 with 41 reservations. In 2014 Washington Park has the top three shelters that were reserved. However, in 2015, Undine 1 moved into the third highest most like due to the proximity of the splash pad.

In 2015, there were 51 open container permits issued for the parks facilities for total net revenue of \$1,150. This is an increase from 2014 where there were 36 open container permits and a net revenue of \$900. The fee for an open container permit is \$25 and requires insurance.

Total net revenue for the parks facility reservations and open container permits totaled \$13,387.50. This represents an increase of \$792.50 from 2014 where total revenues were \$12,595.00.

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

LMC 12.60 and 12.48

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	\$12,237.50	Shelter Reservation Fees
Fees/Charges for Service	\$1,150.00	Open Container Fess
Total	\$13,387.50	

**Responsible Staff:**

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

DS

Attachments



# Rectrac! Live Scheduler

## Facility Bottom Line Report

City of Laramie Parks & Recreation

12/02/15 11:01A User: KAT

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Facility	Description	Resv Count	Fees & SC	Discount	Paid & SC	Misc Amt	Net Inc/Exp	Refunds
SHELT-1STPL-PLAZA	1st Street Plaza	21	190.00	0.00	190.00	0.00	190.00	0.00
SHELT-DEPOT-DEPOT	Depot #1	17	930.00	0.00	930.00	0.00	930.00	95.00
SHELT-HARBO-HARBO	Harbon Picnic Area	1	35.00	0.00	35.00	0.00	35.00	0.00
SHELT-KIOWA-KIOWA	Kiowa	0	0.00	0.00	0.00	0.00	0.00	0.00
SHELT-KIWAN-KIW1	Kiwanis #1	19	750.00	0.00	750.00	0.00	750.00	30.00
SHELT-LABON-LAB1	Labonte #1 West	25	845.00	0.00	845.00	0.00	845.00	70.00
SHELT-LABON-LAB2	Labonte #2 East	3	110.00	0.00	110.00	0.00	110.00	0.00
SHELT-LABON-LAB3	Labonte #3 South	2	70.00	0.00	70.00	0.00	70.00	0.00
SHELT-LABON-LAB4	Labonte #4	0	0.00	0.00	0.00	0.00	0.00	0.00
SHELT-LAPRE-LAP1	Laprele #1	20	675.00	0.00	675.00	0.00	675.00	25.00
SHELT-LAPRE-LAP2	Laprele #2	3	80.00	0.00	80.00	0.00	80.00	0.00
SHELT-OPTIM-OPT1	Optimist #1	7	215.00	0.00	215.00	0.00	215.00	0.00
SHELT-OPTIM-OPT3	Optimist #3	2	55.00	0.00	55.00	0.00	55.00	0.00
SHELT-OPTIM-TRAIL	Trailhead	1	70.00	0.00	70.00	0.00	70.00	0.00
SHELT-UNDIN-PIT	Undine Pit	1	45.00	0.00	45.00	0.00	45.00	0.00
SHELT-UNDIN-SANDV	Sand Volleyball Crt	0	0.00	0.00	0.00	0.00	0.00	0.00
SHELT-UNDIN-UND1	Undine #1	41	1,315.00	0.00	1,315.00	0.00	1,315.00	125.00
SHELT-UNDIN-UND2	Undine #2	6	185.00	0.00	185.00	0.00	185.00	0.00
SHELT-UNDIN-UNDIN	Undine #3	5	150.00	0.00	150.00	0.00	150.00	40.00
SHELT-WASH-BSHEL	Bandshell	5	190.00	0.00	190.00	0.00	190.00	40.00
SHELT-WASH-HSPIT	Horseshoe Pit	2	120.00	0.00	115.00	0.00	115.00	80.00
SHELT-WASH-OTTO	Otto Dahl	85	3,112.50	0.00	3,112.50	0.00	3,112.50	85.00
SHELT-WASH-SANDV	Sand Volleyball	1	35.00	0.00	35.00	0.00	35.00	0.00
SHELT-WASH-WASH1	Washington #1	67	2,395.00	0.00	2,330.00	0.00	2,330.00	80.00
SHELT-WASH-WASH2	Washington #2	11	365.00	0.00	365.00	0.00	365.00	30.00
SHELT-WASH-WASH3	Washington #3	12	370.00	0.00	370.00	0.00	370.00	0.00

TOTAL NUMBER OF FACILITIES FOR RANGE SELECTED:	26
TOTAL NUMBER OF RESERVATIONS FOR RANGE SELECTED:	357
TOTAL FEES CHARGED FOR RESERVATIONS:	12,307.50
TOTAL DISCOUNT APPLIED AGAINST FEES:	0.00
NET AMOUNT STILL DUE:	70.00
TOTAL AMOUNT REFUNDED:	700.00
TOTAL AMOUNT PAID FOR ALL FEES LESS DISCOUNT (+):	12,237.50
TOTAL SURCHARGES PAID FOR CANCELS (+):	0.00
TOTAL MISCELLANEOUS FACILITY INCOME (+):	0.00
TOTAL MISCELLANEOUS FACILITY EXPENSES (-):	0.00
<b>NET INCOME/EXPENSE FOR FACILITY RANGE SELECTED (=):</b>	<b>12,237.50</b>
TOTAL RECEIPTS IN FACILITY RANGE SELECTED:	446
AVERAGE DOLLAR AMOUNT PER RECEIPT:	27.60

### SELECTION CRITERIA:

Resv Date Range 01/01/15 Thru 12/31/15  
 Refund Date Range 01/01/15 Thru 12/31/15  
 Misc Post Date Range 01/01/15 Thru 12/31/15  
 Booking Date Range 01/01/14 Thru 12/31/15  
 Individual Selections: SHELT 1STPL PLAZA,SHELT DEPOT DEPOT,SHELT HARBO H...  
 Include Cancelled Reservations: Yes  
 Incl Fac: Yes Incl Actv: No Incl Actv Hold: No Incl Leag: No Incl PT: No Incl Int: No Incl Maint: No



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**GL Distribution Report**  
**Detail Line Items**

City of Laramie Parks & Recreation

12/02/15 11:06A User: KAT

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G/L CODE: 35120      DESCRIPTION: Open Container Fee      ACCOUNT: 100-0000-351.20-00

Date	GstCtr	Cost Ctr Acct	Rcpt #	Mod	Type	Pay Cd	Source Descript	Trxn Reference	User	DR Amt	CR Amt
01/16/2015		Unknown???	755082	F/R	RV	96	Rsv# 14751: Open Cont		VP		25.00
01/19/2015		Unknown???	755785	F/R	RV	96	Rsv# 14762: Open Cont		VP		25.00
02/02/2015		Unknown???	759426	F/R	RV	96	Rsv# 14834: Open Cont		VP		25.00
03/06/2015		Unknown???	767049	F/R	RV	96	Rsv# 14943: Open Cont		VP		25.00
03/18/2015		Unknown???	769058	F/R	RV	96	Rsv# 14988: Open Cont		VP		25.00
03/25/2015		Unknown???	769971	F/R	J	99	Rsv# 5357: Open Conta	Cancel	KAT	25.00	
03/25/2015		Unknown???	769971	F/R	RV	96	Rsv# 5357: Open Conta		KAT		25.00
03/30/2015		Unknown???	771290	F/R	RV	96	Rsv# 15003: Open Cont		VP		25.00
04/02/2015		Unknown???	771705	F/R	RV	96	Rsv# 13058: Open Cont		KAT		25.00
04/06/2015		Unknown???	772936	F/R	RV	96	Rsv# 15073: Open Cont		VP		25.00
04/08/2015		Unknown???	773234	F/R	RV	96	Rsv# 15089: Open Cont		VP		25.00
04/13/2015		Unknown???	773964	F/R	RV	96	Rsv# 15113: Open Cont		VP		25.00
04/20/2015		Unknown???	774817	F/R	RV	96	Rsv# 15156: Open Cont		VP		25.00
05/08/2015		Unknown???	777726	F/R	RV	96	Rsv# 15061: Open Cont		VP		25.00
05/13/2015		Unknown???	778434	F/R	RV	96	Rsv# 15115: Open Cont		VP		25.00
05/15/2015		Unknown???	778582	F/R	RV	96	Rsv# 15301: Open Cont		KAT		25.00
05/15/2015		Unknown???	778599	F/R	RV	96	Rsv# 15323: Open Cont		VP		25.00
05/18/2015		Unknown???	778945	F/R	RV	96	Rsv# 15127: Open Cont		VP		25.00
05/18/2015		Unknown???	778947	F/R	RV	96	Rsv# 15284: Open Cont		VP		25.00
05/18/2015		Unknown???	778963	F/R	RV	96	Rsv# 15203: Open Cont		VP		25.00
05/18/2015		Unknown???	778964	F/R	RA	99	Rsv# 15203: Open Cont	Fee Change	VP	25.00	
05/19/2015		Unknown???	779069	F/R	RV	96	Rsv# 15352: Open Cont		LT		25.00
05/21/2015		Unknown???	779311	F/R	RV	96	Rsv# 15357: Open Cont		KAT		25.00
05/22/2015		Unknown???	779418	F/R	RV	96	Rsv# 15373: Open Cont		VP		25.00
05/27/2015		Unknown???	779803	F/R	RV	96	Rsv# 15397: Open Cont		VP		25.00
05/27/2015		Unknown???	779809	F/R	RV	96	Rsv# 13755: Open Cont		VP		25.00
06/01/2015		Unknown???	780400	F/R	RV	96	Rsv# 15413: Open Cont		VP		25.00
06/10/2015		Unknown???	782564	F/R	RV	96	Rsv# 14598: Open Cont		VP		25.00
06/19/2015		Unknown???	784184	F/R	RV	96	Rsv# 15508: Open Cont		VP		25.00
06/22/2015		Unknown???	784912	F/R	RV	96	Rsv# 15516: Open Cont		KAT		25.00
06/26/2015		Unknown???	785791	F/R	RV	96	Rsv# 15532: Open Cont		VP		25.00
06/26/2015		Unknown???	785804	F/R	RV	96	Rsv# 15536: Open Cont		VP		25.00
06/29/2015		Unknown???	786399	F/R	RV	96	Rsv# 14275: Open Cont		VP		25.00
07/01/2015		Unknown???	786854	F/R	RV	96	Rsv# 15558: Open Cont		VP		25.00
07/01/2015		Unknown???	786910	F/R	RV	96	Rsv# 15562: Open Cont		VP		25.00
07/17/2015		Unknown???	789927	F/R	RV	96	Rsv# 15617: Open Cont		VP		25.00
07/22/2015		Unknown???	790611	F/R	RV	96	Rsv# 15655: Open Cont		VP		25.00
07/22/2015		Unknown???	790640	F/R	RV	96	Rsv# 15665: Open Cont		VP		25.00
07/29/2015		Unknown???	791933	F/R	RV	96	Rsv# 15734: Open Cont		VP		25.00
07/29/2015		Unknown???	791946	F/R	RV	96	Rsv# 15738: Open Cont		VP		25.00
07/29/2015		Unknown???	791954	F/R	RV	96	Rsv# 15661: Open Cont		VP		25.00
08/05/2015		Unknown???	793100	F/R	RV	96	Rsv# 15764: Open Cont		LT		25.00
08/05/2015		Unknown???	793101	F/R	RA	99	Rsv# 15764: Open Cont	Cancel	LT	20.00	
08/05/2015		Unknown???	793101	F/R	RV	96	Rsv# 15764: Open Cont		LT	5.00	
08/05/2015		Unknown???	793102	F/R	RV	96	Rsv# 15766: Open Cont		LT		25.00
08/10/2015		Unknown???	794003	F/R	RV	96	Rsv# 15790: Open Cont		VP		25.00
08/12/2015		Unknown???	794411	F/R	RV	96	Rsv# 15158: Open Cont		KAT		25.00
08/25/2015		Unknown???	796134	F/R	RV	96	Rsv# 15615: Open Cont		KAT		25.00
08/27/2015		Unknown???	796333	F/R	RV	96	Rsv# 15876: Open Cont		DNS		25.00
08/28/2015		Unknown???	796468	F/R	RV	96	Rsv# 15890: Open Cont		KAT		25.00
08/31/2015		Unknown???	796812	F/R	RV	96	Rsv# 15918: Open Cont		DNS		25.00
09/03/2015		Unknown???	797515	F/R	RV	96	Rsv# 15933: Open Cont		DNS		25.00
09/03/2015		Unknown???	797519	F/R	RV	96	Rsv# 15933: Open Cont		KAT	25.00	
09/09/2015		Unknown???	798645	F/R	RF	99	Rsv# 14834: Open Cont	Cancel	KAT	25.00	
09/28/2015		Unknown???	800599	F/R	RV	96	Rsv# 16042: Open Cont		DNS		25.00
10/26/2015		Unknown???	806821	F/R	RV	96	Rsv# 16118: Open Cont		DNS		25.00
11/02/2015		Unknown???	807918	F/R	RV	96	Rsv# 16145: Open Cont		DNS		25.00

TOTALS:      DR COUNT: 6      CR COUNT: 51      AMOUNTS:      125.00      1,275.00



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**GL Distribution Report**  
**Detail Line Items**

City of Laramie Parks & Recreation

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Total Type	Pay Code	Pay Type	DR Amt	CR Amt	Net Amt
G/L Code: 35120	96: Receivables	System	30.00	1,275.00	1,245.00
G/L Code: 35120	99: System-Gl	System	95.00		-95.00
TOTALS:			125.00	1,275.00	1,150.00

Total Type	Pay Code	Pay Type	DR Amt	CR Amt	Net Amt
Pay Type Totals	96: Receivables	System	30.00	1,275.00	1,245.00
Pay Type Totals	99: System-Gl	System	95.00		-95.00
GRAND TOTALS:			125.00	1,275.00	1,150.00

**SELECTION CRITERIA:**

Date Range: 01/01/2015 Through 12/31/2015  
 Time Range: 12:00A Through 12:00A Fixed Times? yes  
 Drawer Range: 0 Through 9999  
 Receipt Range: 0 Through 999999999  
 User Range: Through ZZZZZZZZZZ  
 Sort By: GL Code/Date/Cst Ctr/Receipt  
 Credit Type: 01,02,03,04,05,08,09,10,11,12,13,15,16,20,21,22,23,27,28,54,55,90,96,97,98,99  
 Debit Types: 01,02,03,04,05,08,09,10,11,12,13,15,16,20,21,22,23,27,28,54,55,90,96,97,98,99  
 Credits Skipped: None  
 Debits Skipped: None  
 Print Transaction Detail: yes Print Paycode Sub-Totals? Yes Print Paycode Totals/Sub-Totals As Offsets? No  
 Print HH ID as Source Desc: No  
 Include Over/Short Transactions: yes  
 Print Credit Card Info: no  
 Modules: (AR) yes (FR) yes (LS) yes (PM) yes (TP) yes (CR) yes (PS) yes (RN) yes (LK) yes (PT) yes (MS) yes  
 Cst Ctr Range: Through ZZZZZZ  
 Indiv G/L Code Selections: 35120



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**FACILITY G/L REPORT**

City of Laramie Parks & Recreation

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Facility	Description					Total Fees Paid
<b>SHELT-WASH-WASH1</b>	<b>Washington #1</b>					<b>2,295.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		15.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		2,135.00
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		175.00
<b>SHELT-KIWAN-KIW1</b>	<b>Kiwanis #1</b>					<b>750.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		650.00
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		100.00
<b>SHELT-UNDIN-UND1</b>	<b>Undine #1</b>					<b>1,315.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		1,265.00
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		50.00
<b>SHELT-DEPOT-DEPOT</b>	<b>Depot #1</b>					<b>1,010.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		810.00
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		200.00
<b>SHELT-WASH-OTTO</b>	<b>Otto Dahl</b>					<b>3,187.50</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		25.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		2,787.50
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		375.00
<b>SHELT-LABON-LAB1</b>	<b>Labonte #1 West</b>					<b>850.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		5.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		745.00
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		100.00
<b>SHELT-LAPRE-LAP1</b>	<b>Laprele #1</b>					<b>635.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		610.00
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		25.00
<b>SHELT-OPTIM-TRAIL</b>	<b>Trailhead</b>					<b>70.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		70.00
<b>SHELT-LABON-LAB2</b>	<b>Labonte #2 East</b>					<b>110.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		110.00
<b>SHELT-WASH-BSHEL</b>	<b>Bandshell</b>					<b>190.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		165.00
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		25.00
<b>SHELT-WASH-WASH3</b>	<b>Washington #3</b>					<b>370.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		345.00
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		25.00



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**FACILITY G/L REPORT**

City of Laramie Parks & Recreation

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Facility	Description						Total Fees Paid
<b>SHELT-UNDIN-UND2</b>	<b>Undine #2</b>						<b>185.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		185.00	
<b>SHELT-WASH-WASH2</b>	<b>Washington #2</b>						<b>365.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		315.00	
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		50.00	
<b>SHELT-UNDIN-UNDIN</b>	<b>Undine #3</b>						<b>150.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		150.00	
<b>SHELT-OPTIM-OPT1</b>	<b>Optimist #1</b>						<b>215.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		215.00	
<b>SHELT-LAPRE-LAP2</b>	<b>Laprele #2</b>						<b>80.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		80.00	
<b>SHELT-LABON-LAB3</b>	<b>Labonte #3 South</b>						<b>70.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		70.00	
<b>SHELT-1STPL-PLAZA</b>	<b>1st Street Plaza</b>						<b>190.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		190.00	
<b>SHELT-OPTIM-OPT3</b>	<b>Optimist #3</b>						<b>55.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		55.00	
<b>SHELT-WASH-HSPIT</b>	<b>Horseshoe Pit</b>						<b>115.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		5.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		95.00	
35120	Open Container Fee	100-0000-351.20-00		Not Applicable		25.00	
<b>SHELT-UNDIN-PIT</b>	<b>Undine Pit</b>						<b>45.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		45.00	
<b>SHELT-HARBO-HARBO</b>	<b>Harbon Picnic Area</b>						<b>35.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		35.00	
<b>SHELT-WASH-SANDV</b>	<b>Sand Volleyball</b>						<b>35.00</b>
G/L Code	Description	G/L Acct Number	Cst Ctr	Description	C/C Acct Number	Amount Paid	
11515	Recreation Receivables	130-0000-115.15-33		Not Applicable		0.00	
34150	Park Reservation Fees	100-0000-341.50-00		Not Applicable		35.00	



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**FACILITY G/L REPORT**

City of Laramie Parks & Recreation

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Facility	Description	Total Fees Paid
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TOTAL FACILITIES IN SELECTED RANGE: 23  
TOTAL FEES PAID IN SELECTED RANGE: 12,322.50

**SELECTION CRITERIA:**

Date Range: 01/01/2015 Through 12/31/2015

Individual Selections: SHELT 1STPL PLAZA,SHELT DEPOT DEPOT,SHELT HARBO HARBO,SHELT KIOWA KIOWA,SHELT KIWAN KIW1,SHELT LA...

G/L Code Range: 0 Through 999999

Cst Ctr Range: Through ZZZZZZ

CR Pay Codes: 01,02,03,04,05,08,09,10,11,12,13,15,16,20,21,22,23,27,28,54,55,90,96,97,98,99

DR Pay Codes: 01,02,03,04,05,08,09,10,11,12,13,15,16,20,21,22,23,27,28,54,55,90,96,97,98,99

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Parks

Agreement

**Title:** Renewal of an Adopt A Park Agreement with the Wyoming Technical Institute (WyoTech).

**Recommended Board MOTION:**

I move that the Parks, Tree, and Recreation Advisory Board renew the Adopt A Park Agreement with WyoTech for general cleanup and assistance with landscaping of three (3) Street Medians along Adams Street in West Laramie in the amount of \$75.00 per year for a two year period, and request the City Manager to sign.

**Administrative or Policy Goal:**

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

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

**Background:**

This Adopt A Park Agreement with WyoTech is a renewal agreement for the three (3) Street Medians located along Adams Street in West Laramie.

The agreement is for two years with a fee of \$75.00/year charged to WyoTech for median signage. WyoTech is required to clean up the above referenced three (3) Street Medians along Adams Street in West Laramie a minimum of twice per year in the spring of 2016 and 2017, and also assist the city staff with landscaping enhancements, picking up trash and pulling weeds.

The Adams Street beautification Project will benefit from WyoTech's contributions to maintaining the three (3) Street Medians along Adams Street in West Laramie. This agreement may be terminated for cause if at any time WyoTech fails to perform in accordance with the terms of this agreement.

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

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

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

**Enc:** Agreement, Exhibit A.

**Responsible Staff:** David Schott, Parks Manager, 721-5264, dschott@cityoflaramie.org

DS

## AGREEMENT WITH THE CITY OF LARAMIE, WYOMING TO ADOPT A PARK

This Agreement is made and entered into this 1<sup>st</sup> day of January, 2016 by and between the City of Laramie, Wyoming, a Municipal Corporation, ("City") whose address is 406 Iverson Street, Laramie, Wyoming 82073 and WyoTech, ("Group"), whose address is 4373 N. 3<sup>rd</sup> St., Laramie, Wyoming 82070. In consideration of the promises herein mutually exchanged, and of the benefits to each party, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. City agrees to allow Group to assist with maintenance of Adams Street, located within City.
2. Group commits to support maintenance of Adams Street in West Laramie.
3. Group agrees to obey all laws and regulations pertaining to the park, and relating to safety, and to obey all terms, conditions, and requirements of City from time to time as expressed by City Manager or City Manager's designee.
4. This agreement does not create an employer-employee or principal-agent relationship between City and Group or any member of Group or participant of Group.
5. Group and its individual members or participants agree to indemnify and hold harmless City, its officers, employees, and agents, from all liability, judgements, costs, expenses, and claims arising from any and all incidents occurring in connections with Group's activities while participating under this agreement whether for personal injury or property damage or both.
6. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or conditions of this Agreement, or to bring an action for the breach of this Agreement.
7. This Agreement may be terminated, without cause, by City upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if Group fails to perform in accordance with the terms of this Agreement.
8. Group agrees to the following conditions:
  - A. Group, as a sponsor of maintenance, is not directly contracted for maintenance services, nor will Group be directly involved in decisions related to maintenance.
  - B. Groups' contributions will sponsor normal wear and tear maintenance. Group will not be held responsible for any extenuating situations or extra maintenance.
9. City has provided Group a copy of the general conditions for adopt a park agreements, which is marked Exhibit A and attached hereto and incorporated as part of this Agreement.
10. The term of this Agreement is from the date hereof until December 31, 2017, subject to termination in Paragraph 8 herein.

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

12. City does not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

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

CITY OF LARAMIE, WYOMING

GROUP:

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

WyoTech  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

EXHIBIT A  
CITY OF LARAMIE, WYOMING  
GENERAL CONDITIONS – ADOPT A PARK

All work shall be accomplished in a workmanlike manner at the time when it is appropriate that the work be done. Work which produces noise shall be done between 8:00 a.m. and 7:00 p.m.

- A. Group shall furnish all tools for its project. Each person who participates in a Group project is responsible to furnish appropriate personal equipment and clothing, for example gloves, sturdy footwear, hat sunglasses.
- B. If Group furnishes participants in its project who are 17 years of age or less, Group shall furnish adult supervision of those participants at all times, with at least one adult for each five minors. The adult in charge is responsible for the safety of the minors.
- C. Group shall not subcontract or assign its duties or responsibilities to any person or entity without the advance consent of City.
- D. Group's projects and work shall be conducted without cost to City.
- E. Group shall select one person to serve as contact with City. City is entitled to deal with that person as representative of Group for all purposes under this Agreement.
- F. Members of Group shall not attempt to remove, dispose of, or handle any hazardous materials in the park, such as broken glass, needles, syringes, heavy objects, unknown liquids or solids, explosives, and animal carcasses. Group agrees to instruct each person who works in the park under its sponsorship that City should be notified each time hazardous materials are found. If any member of Group finds any hazardous materials while participating in a Group project in the park, Group shall at once notify City.
- G. The plans and specifications for each Group project and the materials to be used and labor to be furnished must have been approved in advance by City Manager or the Manager's designee before the project begins. This paragraph does not apply to projects of routine maintenance.
- H. Group understands that City may use insecticides and herbicides within the park, and agrees to have its members take suitable precautions when those substances are present. Group may call the Parks Department during business hours for information about what spraying City has done.
- I. If Group's work includes plantings, Group shall work with City to determine responsibility for watering.

AGREEMENT WITH THE CITY OF LARAMIE, WYOMING TO  
ADOPT A PARK  
Page 1 of 1

PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015



Agenda Item: Parks

Agreement

Title: 2015 Tree City USA and Growth Award Application

**Recommended Board MOTION:**

I move that the Parks, Tree, and Recreation Advisory Board approve the Tree City USA and Growth Award application and authorize the City Manager to sign.

**Administrative or Policy Goal:**

The Board will support continuing the Tree City USA designation

**Background:**

City of Laramie has maintained Tree City USA status since 1998 and has received a Tree City USA award for 17 years, this year will be the 18<sup>th</sup> year. The City of Laramie has received the Growth Award for 4 years, this year will make 5 years. The Tree City USA and Growth Award designation are managed by the Arbor Day Foundation, which has four standard requirements detailed below and have been met by the City of Laramie.

Standard 1: A Tree Board or Department - The Parks, Tree and Recreation Advisory Board

Standard 2: Community Tree Ordinance – Chapter 12.16 of the Laramie Municipal Code

Standard 3: A Community Forestry Program with an Annual Budget of at least \$2 Per Capita – The City of Laramie has a population of 30,816 and has a total of \$136,181.08 of community forestry expenditures. This equates to \$4.42 expended per capita for the City of Laramie in 2015. The City planted 110 trees, pruned 231 trees, and removed 28 trees in 2015.

Standard 4: An Arbor Day Observance and Proclamation – The City of Laramie proclaimed Arbor Day to be on June 13, 2015 through a Resolution ratified by Council on May 19, 2015. This included a tree sale that 85 trees were available to the public at wholesale pricing, the planting of five (5) ornamental trees in Undine Park by fourth and fifth grade UW Lab School students on May 27, 2015, and the planting of a tree in Undine Park with assistance for the Rotary Clubs of Laramie to honor Chuck Shawver and promote the Shawver Tree Fund on May 27, 2015.

Staff is pleased to announce that again this year the City of Laramie will be submitting and application for a Tree City USA Growth Award. To earn the Growth Award, the City of Laramie needed 10 points per calendar year from several categories. We earned 5 points for publicity regarding community trees primarily through the Community Forestry News in the Saturday edition of the Laramie Boomerang. We earned 7 points for the completion of the Community Forest Stewardship Plan adopted by Council through Resolution 2015-38 on June 2, 2015.

**Legal/Statutory Authority:**

N/A

**BUDGET/FISCAL INFORMATION:**

N/A

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**Responsible Staff:**

David Schott, Parks Manager, 721-5264, [dschott@cityoflaramie.org](mailto:dschott@cityoflaramie.org)

Randy Overstreet, City Arborist, 307-721-5338, [roverstreet@cityoflaramie.org](mailto:roverstreet@cityoflaramie.org)



Attachments Tree City USA and Growth Award application for 2015.

# Tree City USA



TREE CITY USA

## 2015 Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2015 calendar year.

### As Mayor or Equivalent of the Community of Laramie

I herewith make application for this community to be officially certified/recertified as a Tree City USA for 2015, having achieved the standards set forth by the Arbor Day Foundation as noted below.

#### Standard 1: A Tree Board or Department

Community has both a Tree Board and a Department Chair or City Manager/Official

Department Chair/City Manager

Paul Harrison Dept Chairperson 307-721-5260 pharrison@cityoflaramie.org

Tree Board Chair

Jacque Stonum Tree Board Chairperson 307-761-2562 jstonum@cathedralhome.org

#### Standard 2: A Community Tree Ordinance

Our community ordinance is on record

#### Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita

Total Community Forestry Expenditures \$177162.08

Community Population 30816

Per Capita Spending \$5.75

#### Standard 4: An Arbor Day Observance and Proclamation

Official Arbor Day proclamation is on record

\_\_\_\_\_  
Mayor or Equivalent Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Application Certification

To Be Completed By The State Forester:

**Laramie**

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2015 calendar year, having in my opinion met the four standards required for recognition.

\_\_\_\_\_  
State Forester Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Laramie

# 2015 APPLICATION INFORMATION

Status : In Progress

Community Name: Laramie

Community Website: [cityoflaramie.org](http://cityoflaramie.org)

Mayor or Equivalent: City Forestry Contact:

David Paulekas

Randy Overstreet

2106 Holiday Dr

P.O. Box C

Laramie , WY 82070

Laramie, WY 82073

307-721-5338

[roverstreet@cityoflaramie.org](mailto:roverstreet@cityoflaramie.org)

Portal Login Contact:

Randy Overstreet

P.O. Box C

Laramie, WY 82073

307-721-5338

[roverstreet@cityoflaramie.org](mailto:roverstreet@cityoflaramie.org)

## *Standard 1 - A Tree Board or Department*

Community Type: Community has a Tree Board only

Frequency of Meetings: Monthly

Chairperson:

Jacque Stonum

1215 E. Park Ave.

Laramie, WY 82070

Tree Board Members:

Chris Dixon

Marius Favret

Dave Hammond

Phyllis Herdendorf

Larry Foianini

Stephen Ropp

Jacque Stonum

Jamie Le Jambre

Amy Williamson

Dept. Chair/City Manager:

LARAMIE, WY 82003

### *Standard 2 - A Community Tree Ordinance*

Date ordinance established: 1/1/2000

Ordinance verified: Ordinance has been verified

### *Standard 3 - A Community Forestry Program with an Annual Budget of at least \$2 Per Capita*

Community population: 30816

Tree Planting and Initial Care: \$91,130.00

Tree Maintenance: \$40,534.00

Tree Removals: \$8,765.00

Management: \$14,493.00

Utility Line Clearance: \$0.00

Volunteer Time: \$22,240.08

Other: \$0.00

Other description: Community Service Day (CSD) is a large community event. This year 61 trees were planted by volunteers with Parks workers assisting. Extensive cost on irrigation installation for the trees. Total proje

Total community forestry expenditure: \$177,162.08

Per Capita: \$5.75

Trees Planted: 110

Trees Pruned: 231

Trees Removed: 28

### *Standard 4 - An Arbor Day Observance and Proclamation*

Date observance was held: 6/13/2015

Proclamation and Supplemental Documentation have been uploaded.

### *Signature Form*

Signature form has not been uploaded/received

*2015 Tree City Growth Award Application*

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Recreation Policy Direction

**Title:** Consideration of waiving the fee for a room rental fee request from Laramie Elks Club Lodge No. 582 for the Annual Elks Hoop Shoot, “national free throw shooting contest” for youngsters ages 8-13.

**Recommended Board MOTION:**

I move that the Parks, Tree, and Recreation Advisory Board approve a waiver for the room rental fee request from Laramie Elks Club Lodge No. 582 for the Annual Elks Hoop Shoot, “national free throw shooting contest” for youngsters ages 8-13.

**Administrative or Policy Goal:**

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

**Background:**

The Laramie Elks Lodge No. 582 is a local non-profit corporation. Every year the Lodge offers several community service projects and the Elks Hoop Shoot is offered annually for youngsters ages 8-13. The past three years, the board has approved a waiver of the facility rental fees for this event.

The Elks have indicated that they wish to run this program again with the same request and program parameters. This is a free event for both the participants and spectators. The top two participants in each age division receive awards, Lodge members volunteer to officiate and score the competition. They do not require any of our staff time but would encourage any of staff who would like to watch to do so.

The date for the local event is scheduled to be on Saturday, January 9, 2016 from 10am-12pm. The competition requires use of one court for up to 2.5 hours with 30 minutes before event for set up and registration.

District winners will compete in the State competition. The names of the national winners will be inscribed on the Elks National “Hoops Shoot” plaque, on permanent display in the Naismith Memorial Basketball Hall of Fame in Springfield, Massachusetts.

Over three million youngsters from throughout the country enter the competition each year for boys and girls in the age categories 8-9, 10-11 and 12-13. Each contestant has 25 shots at the hoop. The boy and girl in each age group with the best scores advance through four tiers of competition to qualify for the national finals.

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

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Fees/Charges for Service	-\$150.00	Rental fees for two days, 2.5 hours each day at \$30/hour
Grant		
Loan		
Other		
Total	-\$150.00	

**Responsible Staff:**

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

**Attachments:**

Letter from Elks

November 23, 2015

To City of Laramie Recreation Center Advisory Board  
RE: The Annual Laramie Elks Lodge Hoop Shoot Competition

Dear Advisory Board Members,

The Laramie Elks Lodge No. 582 is a local non-profit corporation. One of our annual community service projects is sponsoring local competition for the Annual Elks Hoop Shoot, "the national free throw shooting contest" for youngsters age 8 through 13.

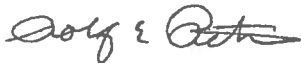
We are requesting that the City of Laramie Recreation Center Advisory Board grant a waiver for the lease fee for the competition. There is no cost to the participants to compete in the contest and first and second place for each division receive awards. The Lodge Members volunteer for the officiating and scoring for the competition. We will not require any staff time, although they are more than welcome to observe and assist if so desired.

We have coordinated event the date and time with Parks and Recreation Director Paul Harrison and Jodi Guerin. The event is scheduled to be held on Saturday January 9th and 10:00 A.M.

Local winners will compete against other contestants in the district competition to be held in Cheyenne on January 16, 2016. District winners will compete in the State competition in Casper on February 20, 2016. The names of the national winners will be inscribed on the Elks National "Hoop Shoot" plaque, on permanent display in the Naismith Memorial Basketball Hall of Fame in Springfield, Massachusetts.

Over three million youngsters from throughout the country entered last year's competition for boys and girls in the age categories 8-9; 10-11; and 12-13. Each contestant has 25 shots at the hoop. The boy and girl in each age group with the best scores advance through four tiers of competition to qualify for the national finals.

Thank you for your consideration,



Rolf E. Peterson  
Local Hoop Shoot Director  
1674 Edward Drive  
Laramie, Wyoming 82072  
W: 755-1040  
H: 745-3370

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Parks

Resolution

**Title:** Scout Park Development Project Phase 3

**Recommended Board MOTION:**

I move that the Parks, Tree and Recreation Advisory Board approve Resolution AB21 recommending the adoption and approval of the revised Scout Park Master Plan Conceptual Design and forward to the City Council for their consideration.

**Administrative or Policy Goal:**

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

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:**

Scout Park is designated as a neighborhood park of 12.43 acres and was developed over two (2) phases in the past 30 years. Following the purchase of the park in the early 1980s, the west half of the park was developed in the late 1990s in the regional detention pond area with soccer fields. The eastern portion of the park was developed in the early 2000s with turf grass, now semi mature landscaping, installation of an irrigation system, and later an 18 station fitness course.

On June 17, 1997 Laramie City Council approved a Site Development Master Plan for the Junior High School Park Site, now known as Scout Park. The 1997 plan was developed with input from the community through a series of public meetings and included a concrete walking path, playgrounds for the two (2) age groups, restrooms, multipurpose court, skate board area, and a park shelter.

On July 21, 2015 Laramie City Council ratified a professional services agreement with Russell + Mills Studios for professional design services for the Scout Park Development Project. The first task was to evaluate the 1997 conceptual plan to ensure community needs for the park are being met. To this end, two (2) public meetings were held at the Laramie Junior High School to gather community feedback and prioritize priorities for park amenities for a preferred conceptual plan for the park.

The City is continuing to phase the development of Scout Park. Phase 3 will include an in park eight (8) foot wide path and playgrounds. To leverage local tax dollars, the City is also preparing for a Wyoming Department State Parks and Cultural Resources Land and Water Conservation Fund grant in the amount of \$125,000.

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

**BUDGET/FISCAL INFORMATION:**

**REVENUE**

Source	Amount	Type
Grant	\$125,000.00	Land and Water Conservation Fund Phase 3
Total	\$125,000.00	

**EXPENSE**

Proposed Project Cost.

Project	Amount	Funds
Project Cost	\$225,000.00	Capital Budget for Phase 3
Project Cost	\$125,000.00	Land and Water Conservation Fund
Total Amount	\$350,000.00	

**Responsible Staff:**

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



- Attachments: Resolution AB21
- Presentation
- Cost Estimates
- 1997 Site Development Master Plan

**RESOLUTION AB21**

**A RESOLUTION IN SUPPORT OF THE REVISED CONCEPTUAL PLAN FOR THE SCOUT PARK DEVELOPMENT PROJECT.**

**WHEREAS**, Scout Park is designated as a neighborhood park of 12.43 acres and has been developed over two (2) phases in the past 30 years; and

**WHEREAS**, on June 17, 1997 Laramie City Council approved a Site Development Master Plan for the Junior High School Park Site, now known as Scout Park; and

**WHEREAS**, the 1997 plan was developed with input from the community through a series of public meetings and included a concrete walking path, playgrounds for the two (2) age groups, restrooms, multipurpose court, skate board area, and a park shelter; and

**WHEREAS**, two (2) public meetings were held on October 8, 2015 and November 5, 2015 to gather community input for the revised conceptual plan for the park.

**NOW THEREFORE THE PARKS, TREE AND RECREATION ADVIORY 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 the revised conceptual plan for the Scout Park Development Project.

PASSED, APPROVED, AND ADOPTED on this 9<sup>th</sup> day of December 2015.

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

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



Scout Park  
Parks, Tree and Recreation Board Presentation

Laramie Parks and Recreation  
December 9, 2015



- **Draft Master Plan**
- **Project Timeline - 'What We Heard'**
- **Site Analysis**
- **Concept Plans**
  - **Sections**
  - **3d Views**
- **Example Imagery**
- **Phasing Plan - Phase 1 Costs**
- **Discussion - O&A**

# Scout Park



## Action Items from Draft Parks Master Plan

- Develop a playlot/playground on the east side of the park site that can accommodate 30 kids and two age groups.
- Develop a shelter/restroom facility near the proposed playground that is central to the park and is easily accessed by the existing playing fields on the west end of the park.
- Improve drainage conditions in the detention area in order to reduce "soggy" field conditions, improve playability and increase the usability of the fields after storm events.
- Develop an In-Park Path that extends from 22nd Street to 27th Street, and a segment that connects to Blinford Street, east of 22nd Street.
- Crosswalk, controlled crossing or other measure should be installed at either/both Hancock Street and Blinford Street intersections with 22nd Street to aid park users in crossing 22nd Street.
- Crosswalk, controlled crossing or other measure should be installed at 27th Street and Bath Avenue or mid-block, across from the Jr. High across Reynolds Street to aid park users in crossing Reynolds Street.

- Enter into a formal agreement with the Albany County School District #1 in relationship to the fitness course that is found within Scout Park as well as on school district property.
- Enter into a formal agreement with the Albany County School District #1 in relationship to the parking area located at the northwest corner of the park site, which is often used by patrons of the park.
- Improve the green waste site located on the west end of the park through screening or an enclosure.

## 2015 Program from Draft Master Plan

- Fitness station
- Soccer
- Playground for 2-5 and 5-12 year olds
- Shelter
- Restroom
- Circulation trail
- Open Play area
- Public art
- Volleyball

## Discussion on other potential program items.

- Incorporate single stream recycling sites into the park.
- Incorporate public art/sculptures into the park.

## 10/8 - Public Meeting #1

### Meeting Objective:

Present existing concepts, input session, introduce process, visual preferencing

### 'What We Heard':

- Parking is an issue at the park
- Do we want to sacrifice open green space for parking lot? No need for parking.
- What is the specific code language for parking - requirements?
- Evening/weekends - Junior High parking lot available.
- What type of events will be held here?
- Would be nice to have playground close by.
- Spring time flooding in detention/sooner area.
- Concern of proximity of park to neighborhood edge.
- Do nothing to park.
- Request for council person at next workshop.
- Concern with restroom and proximity to Junior High - make restroom more visible from 22nd and 27th.
- What will lighting be like in park? No lighting near existing homes. Low level lighting/timer on lights.
- Possibility for more than one (1) gazebo?
- Potential art location at the corner of 22nd and Blinford.
- Welcoming/Gateway to park.
- Screening of greenways.
- No more portable restrooms during soccer/other events.
- Restroom more centrally located - accessible to soccer area and other events.
- Basketball courts? More than just volleyball
- Shared facilities between school and City (Park)
- North path (adjacent to school property) could possibly accommodate pedestrians and bikes
- Create a BBQ area to accommodate neighborhood gatherings.
- Horseshoe pit?
- Create an area that will foster community use.
- Tennis court? Money should be allocated to other park amenities.
- Tennis courts very close by.
- Frisbee golf course?
- Splash pad?
- Playground to blend in with character/color of surrounding neighborhood - no loud colors.
- Low maintenance playground.
- Railroad themed playground - Union Pacific.

August

October

## 10/8 - Public Meeting #2

### Meeting Objective:

Review concept plans, determine preferred plan

### 'What We Heard':

- Minimum eight foot concrete interior pathways
- Remove HOA property plans
- Parking, no off street parking for the park. On street parking on 22nd and 27th and the Junior High lot.
- Remove all courts, tennis, volleyball and basketball.
- However, I did here after the meeting to keep the horse pits as suggested in our first meeting. Maybe an area for a couple of lanes for horseshoe to combine with BBQ pits we heard in the first workshop in lieu of large courts.
- Priority path, restrooms
- Theme: Natural theme that is not loud.
- Southwest portion of the interior path above the detention area should be screen with shrubs and trees due to proximity of the housing
- Bring the interior path to the north on the south east portion of the park to increase the buffer for the housing.
- Maybe a tennis court instead of Volleyball
- Prefer underground drainage to move activity north
- Concerns regarding light pollution, lighting at sport courts
- Concerns regarding proximity of pathway to property line/ adjacent homes
- Possible connection between junior high courts and proposed development at park
- Community garden space
- Tables and or benches along 22nd street
- Parking concerns at 27th street, also safety, driving speed, safe crossing
- Art in the park, possible climbable sculpture, considering community art plan
- Funding concerns
- HC access and dedicated HC parking concerns
- Traffic calming or speed reduction at Dover, Blinford, 27th Streets
- Phase 1:
  - Pathway & Tree relocations
  - Restrooms to support current activities
  - Concerns regarding restroom maintenance costs
  - Many current walkers already
  - Pathway proximity to homes
  - Snow and ice on pathways

## 8/6 - Kick-Off Meeting

## 12/9 - Parks, Tree and Recreation Board Presentation

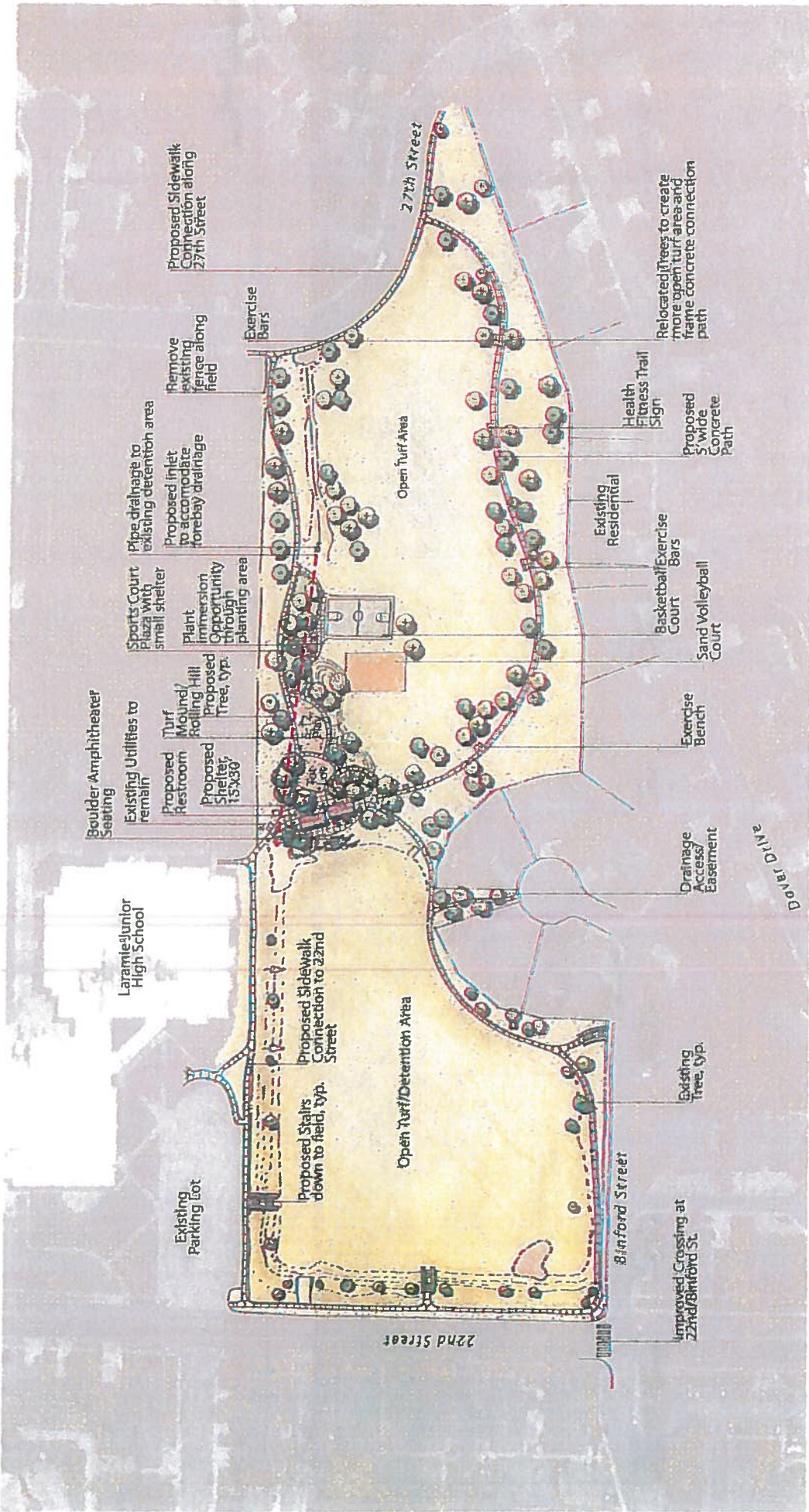
December







**Section A-A' (Option A)**



**Overall Site Plan: Option B**  
**Scout Park Conceptual Design**



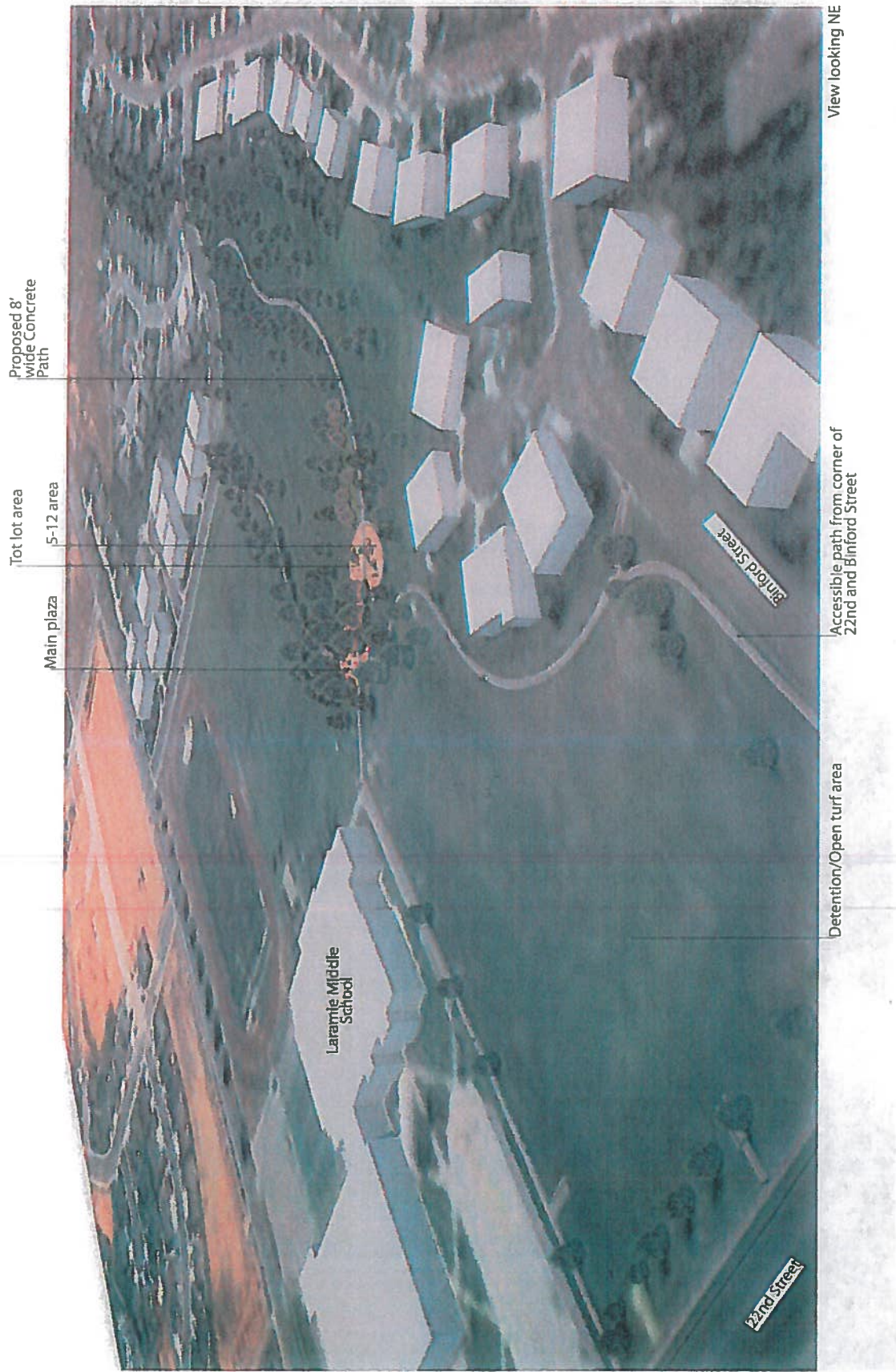
**Section B-B' (Option B)**



**Preferred Concept Plan**  
**Scout Park Conceptual Design**



**Preferred Concept Plan - Core Area Enlargement  
Scout Park Conceptual Design**





View looking SW

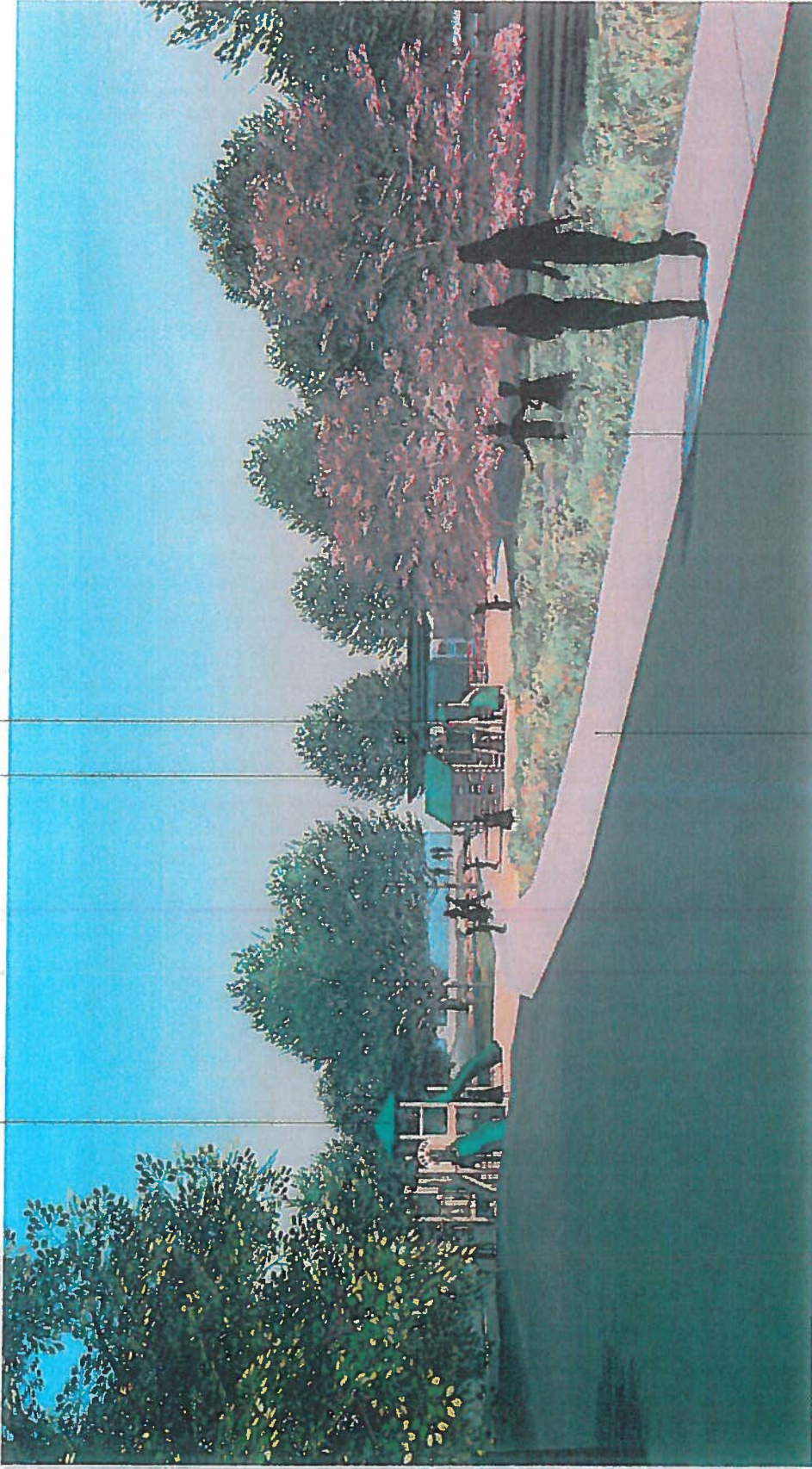


3d View  
Scout Park Conceptual Design

Shade structure

Tot lot area

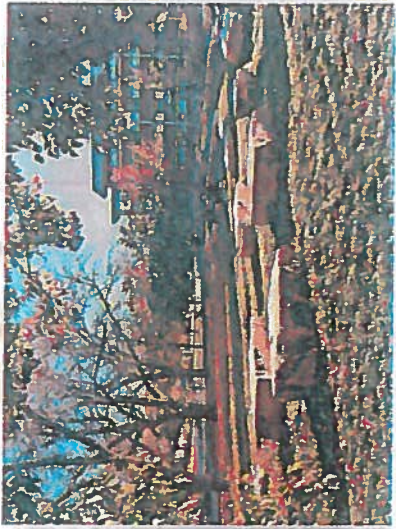
5-12 area



View looking NW

Planting area with  
crusher fines paths  
- plant immersion  
opportunity

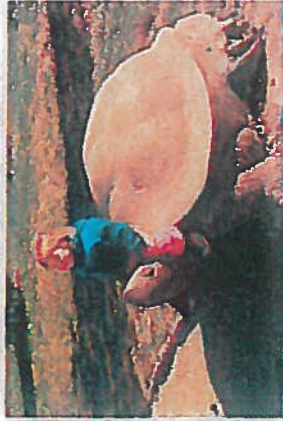
8' wide concrete path



**Boulder seating in lawn**



**Plant immersion**



**Iconic play features**



**Sand play**

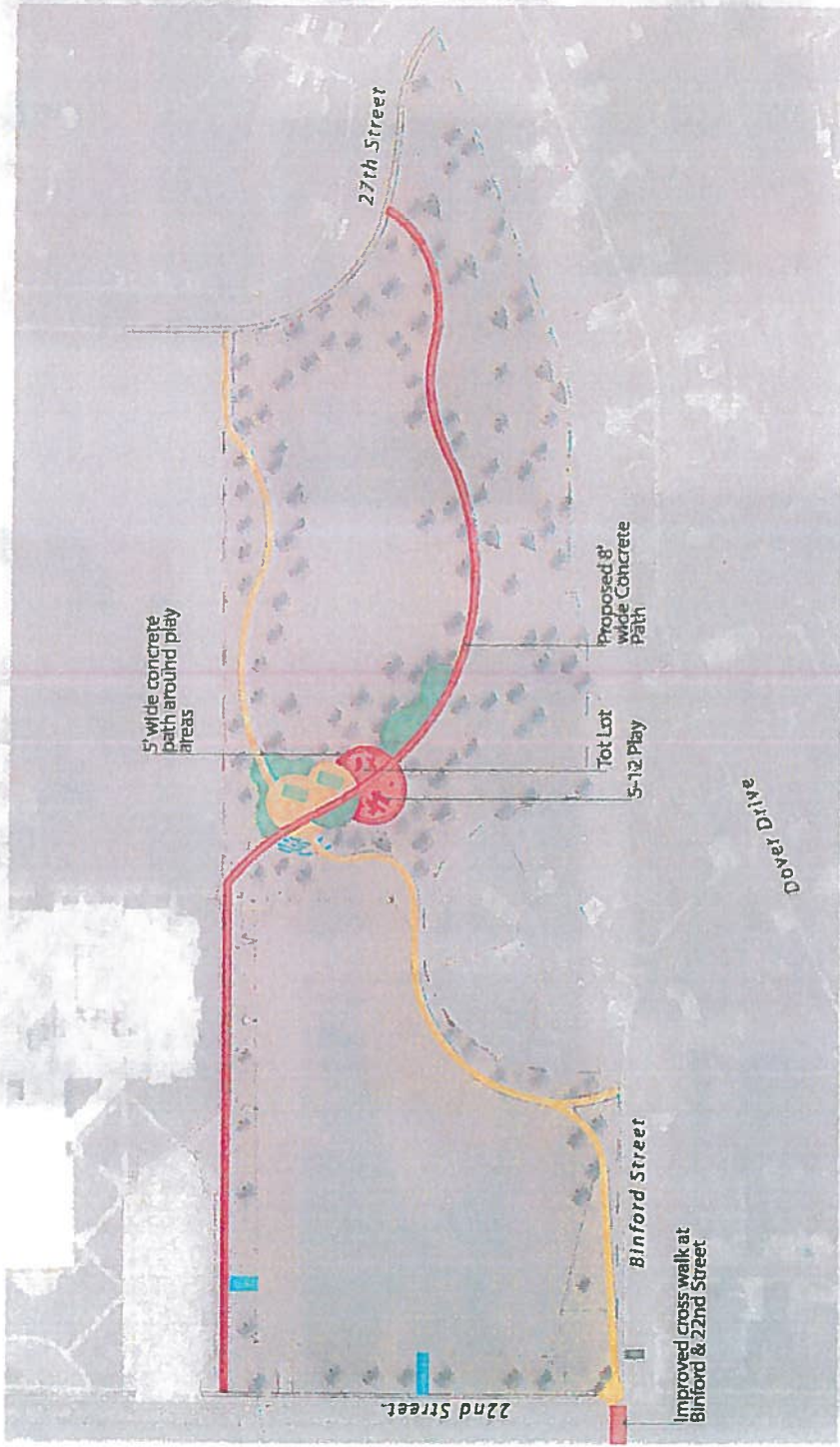


**Digging areas**



**Rolling hill**

Scout Park - Phase 1 Associated Costs	
Site Work	\$ 169,250 Includes: earthwork, clear & grub, concrete pavement
Playground	\$ 51,350 Includes: playground equipment and EWF
Landscape & Irrigation	\$ 18,200 Includes: turf repair and irrigation adjustments
<b>Subtotal</b>	<b>\$238,800</b>
Mobilization (10%)	\$ 23,880
Design Contingency (6%)	\$ 14,328
<b>Grand Total</b>	<b>\$ 277,008</b>



- Phasing Legend**
- Phase 1 Improvements** (Red box)
    - Includes:
      - Improved cross walk at Binford & 22nd Street
      - Improved Crossing at corner of 22nd and Binford Street
      - Concrete walk around playground, EWF, and playground equipment
      - Concrete walk around playground area
      - Concrete walk and stairs to Binford Street/neighborhood
      - Rolling hills around playground area
      - Additional tree planting around park
  - Phase 2 Improvements** (Yellow box)
    - Includes:
      - Remaining concrete walk from 22nd to 27th street
      - Concrete walk and stairs to Binford Street/neighborhood
      - Rolling hills around playground area
      - Additional tree planting around park
  - Phase 3 Improvements** (Green box)
    - Includes:
      - Restroom and Plaza area structure
      - Planting area around plaza/playground area
  - Future Phase Improvements** (Blue box)
    - Includes:
      - Boulder seating at main plaza
      - Stairs into detritus/open turf area

A landscape painting showing a wide river valley. In the foreground, there are green fields and a line of trees. A bridge crosses the river in the middle ground. The background features rolling hills and a bright sky. The word "Questions?" is written vertically in the center of the image.

# Questions?

# Scout Park

Cost Estimate: Phase 1

Plan Date: November 23, 2015

Prepared by: Russell + Mills Studios

ITEM	UNIT	UNIT COST	QTY.	EXTENDED COST	NOTES
<b>EARTHWORK</b>					
Earthwork	ALLOW	\$2,500.00	1	\$2,500	
		<b>CATEGORY SUBTOTAL</b>		<b>\$2,500</b>	
<b>DEMOLITION</b>					
Clear & Grub	S.F.	\$0.25	17,000	\$4,250	
		<b>CATEGORY SUBTOTAL</b>		<b>\$4,250</b>	
<b>SITE WORK</b>					
Standard 6" Concrete	S.F.	\$12.00	13,524	\$162,288	
Engineered Wood Fiber	C.Y.	\$30.00	128	\$3,840	12" depth
		<b>CATEGORY SUBTOTAL</b>		<b>\$166,128</b>	
<b>FURNISHINGS AND ARCHITECTURE</b>					
Play Structures	ALLOW	\$47,500.00	1	\$47,500	
		<b>CATEGORY SUBTOTAL</b>		<b>\$47,500</b>	
<b>LANDSCAPE</b>					
Transplanted Trees	ALLOW	\$2,500.00	1	\$2,500	Transplanted to accommodate trail
Turf Grass	S.F.	\$1.00	8,200	\$8,200	
		<b>CATEGORY SUBTOTAL</b>		<b>\$10,700</b>	
<b>IRRIGATION</b>					
Irrigation Adjustments	ALLOW	\$7,500.00	1	\$7,500	
		<b>CATEGORY SUBTOTAL</b>		<b>\$7,500</b>	
		<b>SUBTOTAL</b>		<b>\$238,578</b>	
	Mobilization	10.00%		\$23,858	
	Design Contingency	6.00%		\$14,315	
		<b>GRAND TOTAL</b>		<b>\$276,750</b>	

# Scout Park

Cost Estimate: Preferred Concept Plan

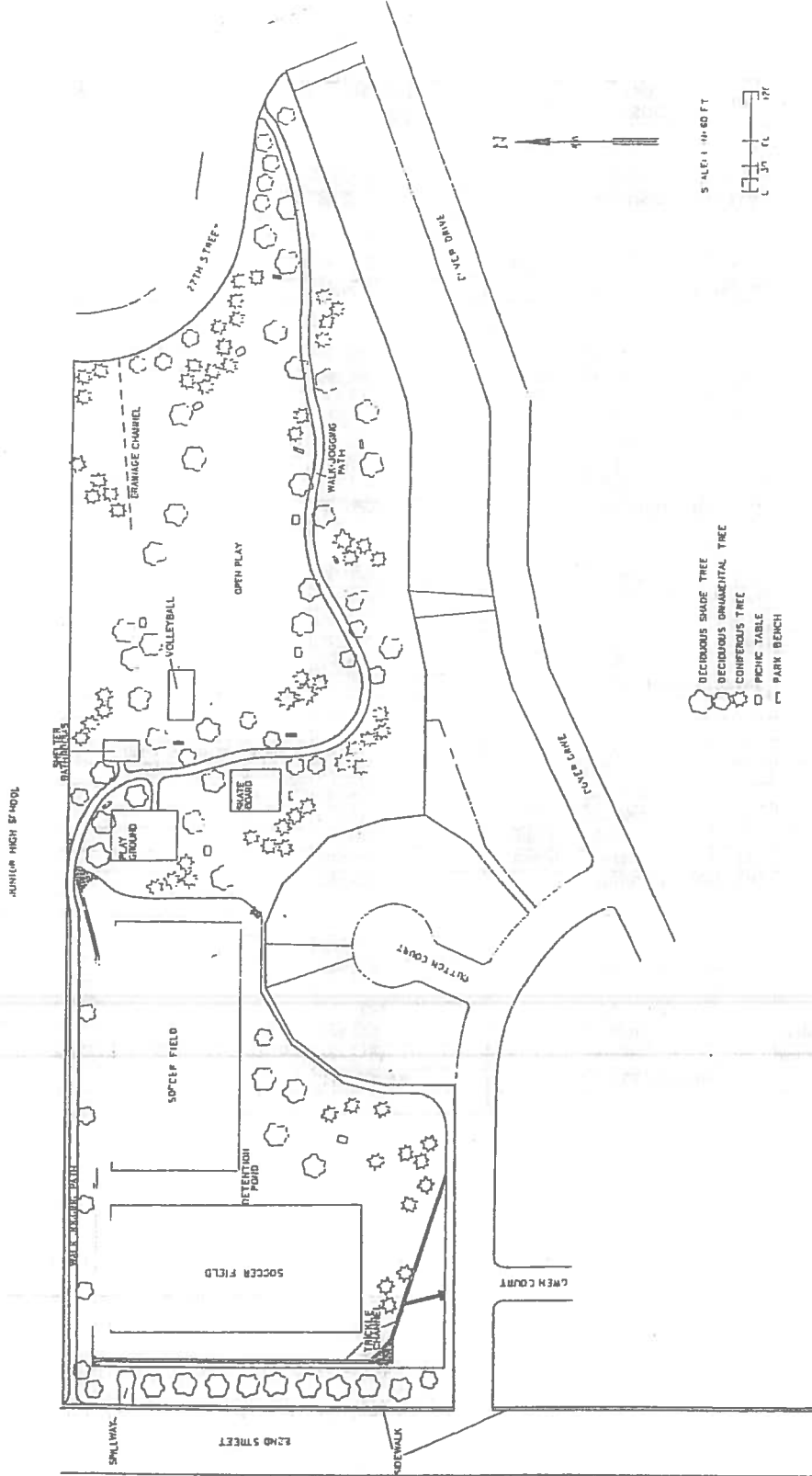
Plan Date: November 23, 2015

Prepared by: Russell + Mills Studios

ITEM	UNIT	UNIT COST	QTY.	EXTENDED COST	NOTES
<b>EARTHWORK</b>					
Earthwork	ALLOW	\$10,000.00	1	\$10,000	
	CATEGORY SUBTOTAL			\$10,000	
<b>DEMOLITION</b>					
Clear & Grub	S.F.	\$0.25	43,356	\$10,839	
	CATEGORY SUBTOTAL			\$10,839	
<b>SITE WORK</b>					
Standard 6" Concrete	S.F.	\$12.00	25,700	\$308,400	
Colored Concrete	S.F.	\$14.00	4,450	\$62,300	
Concrete Stairs	L.F.	\$100.00	325	\$32,500	
Ampitheater Seating	TON	\$250.00	10	\$2,500	
Engineered Wood Fiber	C.Y.	\$30.00	124	\$3,720	12" depth
Crusher Fines Pavement	S.F.	\$2.00	500	\$1,000	
Concrete Curb	L.F.	\$30.00	410	\$12,300	
	CATEGORY SUBTOTAL			\$422,720	
<b>FURNISHINGS AND ARCHITECTURE</b>					
Tables and Chairs	EA.	\$2,000.00	10	\$20,000	
Restroom Facility	ALLOW	\$250,000.00	1	\$250,000	
Shelter	ALLOW	\$100,000.00	1	\$100,000	
Play Structures	ALLOW	\$47,500.00	1	\$47,500	
Exercise Equipment Relocation	EA.	\$200.00	5	\$1,000	
	CATEGORY SUBTOTAL			\$418,500	
<b>LANDSCAPE</b>					
Soil Prep - Compost and fertilizer as required	C.Y.	\$25.00	120	\$3,000	All planted areas - 6" depth
Mulch	C.Y.	\$60.00	86	\$5,160	Shredded Cedar - 4" depth
Deciduous Tree	EA.	\$320.00	79	\$25,280	2" caliper
Transplanted Trees	EA.	\$500.00	15	\$7,500	
Turf Grass	S.F.	\$1.00	17,000	\$17,000	
Shrubs/Grasses/Perennial	S.F.	\$6.00	6,940	\$41,640	
	CATEGORY SUBTOTAL			\$99,580	
<b>IRRIGATION</b>					
Irrigation Adjustments	ALLOW	\$10,000.00	1	\$10,000	
	CATEGORY SUBTOTAL			\$10,000	
	SUBTOTAL			\$971,639	
Mobilization		10.00%		\$97,164	
Design Contingency		20.00%		\$194,328	
	GRAND TOTAL			\$1,263,131	

Exhibit 1

Scott Park



- DECIDUOUS SHADE TREE
- DECIDUOUS ORNAMENTAL TREE
- CONIFEROUS TREE
- PICNIC TABLE
- PARK BENCH

JUNIOR HIGH SCHOOL PARK SITE  
 SITE DEVELOPMENT MASTER PLAN  
 A TRACT OF LAND IN THE SOUTHEAST  
 1/4, SECTION 27, T 16 N., R 73 W.  
 6TH PM., ALPAIN COUNTY CITY  
 OF LARAMIE, WYOMING

CITY OF LARAMIE PARKS DEPT

**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Parks

**Resolution**

**Title:** A Resolution authorizing the submittal of an application to the Wyoming Department of State Parks and Cultural Resources for a 2016 Land and Water Conservation Fund grant.

**Recommended Board MOTION:**

I move that the Parks, Tree and Recreation Advisory Board approve Resolution AB22 authorizing the submittal of an application to the Wyoming Department of State Parks and Cultural Resources for a 2016 Land and Water Conservation Fund grant in an amount of \$125,000 for phase 3 improvements for the Scout Park Development Project and forward onto City Council for their consideration.

**Administrative or Policy Goal:**

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

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:** The Land and Water Conservation Fund Act was originally passed by Congress in 1965. The Act was intended to provide federal financial assistance for the acquisition and/or development of public outdoor recreational lands and facilities. Financial assistance is granted on a 50 percent reimbursable basis. The project sponsor is to pay the total cost, after which ½ of the cost will be repaid to the sponsor from federal funds.

The Act is administered at the federal level by the Department of the Interior, National Park Service. At the state level it is administered by Wyoming State Parks, Historic Sites and Trails under the direction of the Wyoming Parks and Cultural Resources Commission.

Scout Park is designated as a neighborhood park of 12.43 acres and was developed over two (2) phases in the past 30 years. Following the purchase of the park in the early 1980s, the west half of the park was developed in the 1990s in the regional detention pond area with soccer fields. The eastern portion of the park was developed in the early 2000s with turf grass, now semi mature landscaping, installation of an irrigation system, and later an 18 station fitness course.

City staff have conducted two (2) public meetings on October 8<sup>th</sup> and November 5<sup>th</sup> to gather public input, revise the 1997 conceptual plan, and determine priorities for phasing. A public hearing for the submittal of the grant was heard by Council on December 8<sup>th</sup>. Council will consider this item on their regular business meeting on December 15, 2015.

The City is continuing to phase the development of Scout Park. Phase 3 will include an in park eight (8) foot wide path and playgrounds for the 2-5 year old age group and the 5-12 year old age group.

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

**BUDGET/FISCAL INFORMATION:**

**REVENUE**


Source	Amount	Type
Grant	\$125,000.00	Land and Water Conservation Fund Phase 3
Total	\$125,000.00	

**EXPENSE**

Proposed Project Cost.

Project	Amount	Funds
Project Cost	\$225,000.00	Capital Budget for Phase 3
Project Cost	\$125,000.00	Land and Water Conservation Fund
Total Amount	\$350,000.00	

**Responsible Staff:**

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

Attachments: Resolution AB22  
Preferred Option Conceptual Plan

**RESOLUTION AB22**

**A RESOLUTION IN SUPPORT OF SUBMITTING AN APPLICATION TO THE WYOMING DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES FOR A 2016 LAND AND WATER CONSERVATION FUND GRANT IN AN AMOUNT NOT TO EXCEED \$125,000 FOR PHASE 3 OF THE SCOUT PARK DEVELOPMENT PROJECT.**

**WHEREAS** the Wyoming Department of State Parks and Cultural Resources has invited cities, towns, counties, and school and recreation districts to submit applications for 2016 Land and Water Conservation Fund grants to support projects that promote, develop, and support public outdoor recreation, and

**WHEREAS** the City of Laramie intends to submit an application for a Land and Water Conservation Fund grant to support construction of Phase 3 of the Scout Park Development Project, and

**WHEREAS** The Land and Water Conservation Fund Act was originally passed by Congress in 1965 and the Act was intended to provide federal financial assistance for the acquisition and/or development of public outdoor recreational lands and facilities, and

**WHEREAS** the Parks and Recreation Department solicited public comments on October 8, 2015 and November 5, 2015 in the form of public meetings from the community at large, and

**WHEREAS** the Laramie City Council also gave full consideration to all public comments in advance of passing this Resolution with a public hearing held on December 8, 2015, and

**WHEREAS** as required by the grant, Scout Park is dedicated for use by the public in perpetuity.

**NOW THEREFORE THE CITY COUNCIL OF LARAMIE WYOMING, RESOLVES:**

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

**Section 2.** That the Laramie City Council supports the filing of an application to the Wyoming State Parks and Cultural Resources for a 2016 Land and Water Conservation Fund grant in an amount not to exceed \$125,000 for Phase 3 of the Scout Park Development Project.

**PASSED, APPROVED, AND ADOPTED** on this 9<sup>th</sup> day of December 2015.

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

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



**PARKS, TREE & RECREATION ADVISORY BOARD REGULAR MEETING December 9, 2015**



**Agenda Item:** Parks

Resolution

**Title:** A Resolution to amend the Shawver Tree Fund Use Policy

**Recommended Board MOTION:**

I move that the Parks, Tree, and Recreation Advisory Board approve Resolution 2015-AB-~~23~~ to amend the Shawver Tree Fund Use Policy to include residential rental properties and forward onto City Council for their consideration.

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**Administrative or Policy Goal:**

The Board will make recommendation and assist with the development of a Community Forestry Management Plan. The Forestry Management Plan shall include revising the list of desirable trees for planting as street trees with suggested spacing and planting distances from curbs, sidewalks, and foundations, along with a list of trees not suitable for planting as street trees.

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**Background:**

On December 3, 2013 Council considered and approved a Memorandum of Understanding (MOU) for the Shawver Tree Fund between Rotary Clubs of Laramie and the City of Laramie. The MOU formalized an agreement between the City and Rotary to establish and manage the Shawver Tree Fund for the replacement of the older generation of cottonwoods on public property; help provide additional trees within public use areas such as community entrance corridors or along City travel-ways where more trees are needed to fill in or extend shade tree plans, pocket parks, and new parks; and offer trees through a cost-share program to private property owners where public benefit criteria can be met. However, the MOU does not specify eligibility for owner occupied properties versus rental properties for the cost share program. This is specified in the Shawver Tree Fund Use Policy.

The Shawver Tree Fund Use Policy approved by Laramie City Council on October 21, 2014 through Resolution 2014-75 established the rules for the Fund use. Within this policy, it defines to qualify for the cost share program the property must be owner occupied. Shawver Tree Fund Coordinator, Jerry Schmidt, has requested the Original Policy be revised to include rental properties to encourage expanded use of the Shawver Tree Fund. This amendment to the Original Policy Comm. Forestry 2014-1 will allow rental properties to be included for consideration to the cost share program.

To date, five (5) property owners have participated in the Shawver Tree Fund in 2015. There were ten (10) trees planted in the right-of-way abutting the five (5) properties. Total cost for the ten (10) trees was \$1,097.45 split 50/50 with the property owners and the Fund. Total cost to the Fund for 2015 was \$548.73 or \$54.87 per tree planted in the city right-of-ways.

With consideration and approval from the Parks, Tree and Recreation Advisory Board and Council approval, the amended Shawver Tree Fund Use Policy will be incorporated into the Shawver Tree Fund Use Policy within the Community Forest Stewardship Plan, which was approved through Resolution 2015-38 by Council on June 2, 2015. The amended policy will be in effect but the Community Forest Stewardship Plan will reflect the change when it is updated in five (5) years.

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**Legal/Statutory Authority:**

Resolution 2014-75 and Resolution 2015-38

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**BUDGET/FISCAL INFORMATION:**

N/A

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**Responsible Staff:**

David Schott, Parks Manager, 721-5264, [dschott@cityoflaramie.org](mailto:dschott@cityoflaramie.org)

Randy Overstreet, City Arborist, 307-721-5338, [roverstreet@cityoflaramie.org](mailto:roverstreet@cityoflaramie.org)

75

Attachments: Resolution 2015-AB-\_\_

Shawver Tree Fund Use Policy - Revised

MOU between City and Rotary Clubs of Laramie

Shawver Tree Fund Use Spreadsheet

**RESOLUTION 2015-AB-\_\_\_\_\_**

**A RESOLUTION AMENDING THE SHAWVER TREE FUND USE POLICY.**

**WHEREAS**, Chuck Shawver was interested in replacing dying, decadent and dangerous cottonwoods on public property; help provide additional trees within public use areas such as community entrance corridors or along City travel-ways where more trees are needed to fill in or extend shade tree plans, pocket parks, and new parks; and offer trees through a cost-share program to private property owners where public benefit criteria can be met; and

**WHEREAS**, on November 13, 2013 a memorandum of understanding between the City of Laramie and Rotary Clubs of Laramie was considered an approved by the Parks, Tree and Recreation Advisory Board; and

**WHEREAS**, on December 3, 2013 the Laramie City Council approved the memorandum of understanding between the City of Laramie and Rotary Clubs of Laramie for the creation of the Shawver Tree Fund; and

**WHEREAS**, responsibilities of Rotary Clubs of Laramie will be to provide funds for the purpose of implementing a portion of the City tree program involving tree planting and placement; conduct annual fund-raising with the objective of adding funds to the Shawver Tree Fund; and manage the Shawver Tree Fund to maintain a minimum balance of no less than \$500.00; and

**WHEREAS**, responsibilities of the City of Laramie are for planning and coordination of tree planting and tree replacement within the City of Laramie; develop criteria for trees to be funded on public locations or through cost share agreements within the City; and administer the allocation of trees to be funded and the planting of trees within the public locations in the City; and

**WHEREAS**, the purpose of this Shawver Tree Fund Use Policy is to obtain the highest value, in the form of a cost share, from the donated funds of the Shawver Tree Fund in replacing aging trees or to add trees in the right-of-way along city streets and on public property maintained by the City of Laramie; and

**WHEREAS**, Shawver Tree Fund Coordinator has requested the Original Policy Comm. Forestry 2014-1 be revised to include rental properties to encourage expanded use of the Shawver Tree Fund.

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


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

**Section 2:** That the Parks, Tree and Recreation Advisory Board does hereby support Resolution 2015-AB-\_\_ to amend the Shawver Tree Fund Use Policy to include residential rental properties.

**PASSED, APPROVED AND ADOPTED** this 9<sup>th</sup> day of December 2015.

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

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

	<b>Policy Title:</b> Shawver Tree Fund Use Policy	<b>Policy Number:</b> Comm. Forestry 2014-1 - AMENDED	Page 1 of 5
		<b>Policy Type:</b> Administrative Regulation	
<b>Effective Date:</b> November 1, 2014 JANUARY, 5 2016		<b>Policy Contact:</b> Randy Overstreet, City Arborist 307-721-5338 <a href="mailto:roverstreet@cityoflaramie.org">roverstreet@cityoflaramie.org</a>	
<b>Responsible Department Head:</b> Paul Harrison, Parks & Recreation Director		David Schott, Parks Manager 307-721-5264 <a href="mailto:dschott@cityoflaramie.org">dschott@cityoflaramie.org</a>	
<b>Approval Authority:</b> City Council or City Manager		<b>Next Revision Date:</b>	

The purpose of the “Shawver Tree Fund” is to replace or add to the community tree population within the City of Laramie as mutually agreed upon. A Memorandum of Understanding (MOU) dated in the fall of 2013 has been developed between the local Rotary Clubs and the City of Laramie. **The following is the policy for the City of Laramie in utilizing the Shawver Tree Fund.**

## I. Purpose of the Policy:

A. To obtain the highest value, in the form of a cost share, from the donated funds of the Shawver Tree Fund in replacing high risk trees, or to restore or add trees in the right-of-way along city streets or on public property maintained by the City of Laramie.

### B. Definitions

1. City - City of Laramie.
2. Conifer tree - Cone bearing tree or other plant that has its seeds in a structure called a cone. Common characteristics: one main straight vertical trunk, pyramidal shaped, evergreen, with low growing branches while young and often, also at maturity, trees such as, pine, spruce, fir, Douglas-fir, larch (deciduous), and juniper.
3. Crown – upper part of a tree, measured from the lowest branch, all the branches and foliage. The trunk supports the crown.
4. Deciduous tree – leaves dry or change color and most are shed according to a genetically scheduled cycle as impacted by climate factors usually during the cold season in temperate zones, not evergreen.
5. Evergreen tree – does not shed all of its foliage annually. Several years of green, live foliage may remain on the tree at one time.
6. Fund - Shawver Tree Fund.

7. Large tree – also known as canopy, overstory, dominant, or shade trees. Mature size height greater than 40 feet with a crown spread greater than 30 feet. A list of trees suitable for Laramie is contained in the Informational Bulletin #8 – Recommended Tree & Shrub Varieties for Laramie, Wyoming.

8. Medium tree – Mature size height 20 to 40 feet with a crown spread 20 to 30 feet. Use Informational Bulletin #8 – Recommended Tree & Shrub Varieties for Laramie, Wyoming

9. Small tree – Mature size height less than 20 feet with a crown spread less than 20 feet. Use Informational Bulletin #8 – Recommended Tree & Shrub Varieties for Laramie, Wyoming

10. Tree spaded tree – A truck or trailer mounted hydraulic machine specifically designed to dig up trees and move them to a hole dug by the same machine, so the tree with the cone shaped soil plug is an exact fit into the tree spade pre-dug hole. Typically larger trees are moved with a tree spade.

## II. The requirements for use of the Fund:

A. Tree planting allowed only on the public right-of-way land that is abutting ~~owner occupied residential property, or on land maintained by the City.~~ RESIDENTIAL PROPERTY EITHER OWNER OCCUPIED OR RENTAL PROPERTIES, OR THE RIGHT-OF-WAY OF ABUTTING GOVERNMENT FACILITIES.

1. Cost Share of 50% on tree purchase and shipping, ~~for the owner occupied residential property owner.~~ FOR RESIDENTIAL PROPERTY OWNER OR GOVERNMENT FACILITY.

a. The Fund pays a maximum amount per tree of \$125.

b. ~~The Fund pays a maximum amount per owner occupied residential property of \$500.~~ THE FUND PAYS A MAXIMUM AMOUNT PER RESIDENTIAL PROPERTY OR GOVERNMENT FACILITY OF \$500.

c. There are a maximum number of right-of-way trees that can be planted per residential property based on available right-of-way frontage and tree spacing.

i. Right-of-way tree planting spaces would be determined by the city arborist or designee.

d. The property owner is allowed to apply for Fund assistance each calendar year based on \$500 per year maximum and available right-of-way planting space.

B. Only tree purchase and shipping costs are covered by the Fund.

C. Large deciduous trees are required to be planted in the right-of-way along city streets except:

1. In planting areas underneath overhead utility lines.

a. A small deciduous tree that will not grow into the utility lines shall be substituted.

2. When the landscape planting strip in the right-of-way is less than six feet wide.
  - a. Then small and some medium size deciduous trees shall be planted.

### III. Procedures for tree selection, proper planting, and maintenance responsibility:

- A. A list of trees, will be given to the property owner to select their choice of tree(s).
  1. The City approved tree list for the Fund is indicated by mature tree size in these three categories: Large tree, Medium tree, and Small tree (see I. B. above for definitions).
- B. The city arborist or designee will determine the amount of planting space available and the maximum number and size category of trees which will fit in the right-of-way planting.
- C. Planting and extended care:
  1. Proper planting instructions written and illustrated will be supplied in the application packet.
  2. Technical instruction for tree planting is available from the City.
  3. Long-term tree maintenance information is also included in the application packet.
  4. The project will be checked for proper completion by the city arborist or designee.
  5. The City is not responsible for removing, maintaining, or replacing the trees.
  6. Property owners are encouraged to replace trees after loss.

### IV. Tree Specifications:

- A. The trees will meet the most recent American Standard for Nursery Stock ANSI Z60.1-2004.
- B. Deciduous trees shall be 1.5 inches to 2.5 inches caliper in size.
  1. Bareroot trees can be used, but shall be 1.5 inch to 1.75 inches in caliper.
  2. Balled and Burlapped (B&B), containerized, and grow bag trees shall be in the 1.5 inch to 2.5 inches in caliper range.
- C. Conifer trees shall not be planted in the public right-of-way.
- D. Tree Spaded trees will be approved by city arborist or other similarly qualified personnel, on a case-by-case request, and will not exceed \$250 total cost.
- E. The trees will be shipped to a location, within Laramie, of the city arborist or designee's choice.
  1. The tree(s) will be delivered by the City to the planting site with acknowledgment of receipt of the trees in acceptable condition by property owner.

### V. Financial Details and Cost Share:

- A. The City will draft a Memorandum Of Understanding (MOU) defining obligations of the City and of the property owner, signed by both parties.

B. Since the Shawver Tree Fund is earmarked for purchases of trees for public plantings, the City Parks Division will make arrangements to purchase trees at a lower cost through wholesale nurseries and/or bulk purchases.

C. The City will pay 50% of the tree and shipping cost, for each approved owner-occupied residential property owner planting project, out of the account specified for Rotary's allocation of funding for tree planting program use.

1. The recipient of approved Fund participation will pay the City their 50% of the tree and shipping cost, prior to the city placing the order for the tree(s).

D. The City will process the billing for the tree cost and shipping cost from the supplier upon accepted delivery of the trees.

## Shawver Tree Application

Please fill out this application if you would like to replace or plant a new tree on public right-of-way land adjoining your residential property. This land is often referred to as the "parking" strip between sidewalk and curb. The purchase cost and shipping cost of new trees will be 50-50 cost shared between the residential property owner and the Shawver Tree Fund. The total cost is limited to \$250 per tree and \$500 per application with one application allowed per year. Tree species selection is subject to city tree specifications\* and to limits on available funding from the Shawver Tree Fund administrated by the two Laramie Rotary Clubs.

The City of Laramie arborist must approve tree choice(s) and planting location(s).

The removal of old trees, installation of new trees, and perpetual tree maintenance are solely at the cost and duty of the property owner. Planting instructions and information for long term maintenance of new trees will be supplied by the city.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Street Address

\_\_\_\_\_/\_\_\_\_\_  
Small

\_\_\_\_\_/\_\_\_\_\_  
Medium

\_\_\_\_\_/\_\_\_\_\_  
Large

Number & species of trees applied for by category.

\* see attached document for allowed tree species & specifications

2015 (calendar year) Shawver Tree Fund

Address	Property Owner	E-Mail	Desired Species	Phone	Species Available	Size	New/Replace	Nursery*	Number	Tree, Shipping \$	Fund \$	Prop. Owner \$	In/Planted	Delivery	Delivered By
612 Russell St.	Tyler Klorstad	<a href="mailto:tklorsta@gmail.com">tklorsta@gmail.com</a>	Cutleaf weeping Birch	218-269-7223	Yes	#15	New	FCVN	1	\$95.00	\$47.50	\$47.50	Yes/Yes	5/21/2015	Randy O.
612 Russell St.	Tyler Klorstad	<a href="mailto:tklorsta@gmail.com">tklorsta@gmail.com</a>	Norway Maple	218-269-7223	Yes	#15	New	GAN	1	\$180.00	\$90.00	\$90.00	Yes/Yes	5/21/2015	Randy O.
402 S. 11th St.	Michelle Worden	<a href="mailto:mworden@outlook.com">mworden@outlook.com</a>	Sensation Maple	307-760-3796	Yes	#15	New	GAN	1	\$135.00	\$67.50	\$67.50	Yes/Yes	6/26/2015	Prop. Owner
402 S. 11th St.	Michelle Worden	<a href="mailto:mworden@outlook.com">mworden@outlook.com</a>	Patmore Ash	307-760-3796	Yes	#15	New	GAN	1	\$190.00	\$95.00	\$95.00	Yes/Yes	6/26/2015	Prop. Owner
803 S 8th St	Gary Wade	<a href="mailto:gwade@vahoo.com">gwade@vahoo.com</a>	Bur Oak	970-330-6640	Yes	#15	New	FCVN	1	\$116.25	\$58.13	\$58.12	Yes/Yes	7/2/2015	Prop. Owner
1600 E. Kearney Sv.	Dave & Lisa Doorn	<a href="mailto:lddoorn@msh.com">lddoorn@msh.com</a>	Bigtooth maple	307-760-9745	Yes	#10	New	FCVN	1	\$69.55	\$34.78	\$34.77	Yes/Yes	8/25/2015	Randy O.
1600 E. Kearney Sv.	Dave & Lisa Doorn	<a href="mailto:lddoorn@msh.com">lddoorn@msh.com</a>	Bigtooth maple	307-760-9745	Yes	#10	New	FCVN	1	\$69.55	\$34.78	\$34.77	Yes/Yes	8/25/2015	Randy O.
1600 E. Kearney Sv.	Dave & Lisa Doorn	<a href="mailto:lddoorn@msh.com">lddoorn@msh.com</a>	Bigtooth maple	307-760-9745	Yes	#10	New	FCVN	1	\$69.55	\$34.77	\$34.78	Yes/Yes	8/25/2015	Randy O.
1600 E. Kearney Sv.	Dave & Lisa Doorn	<a href="mailto:lddoorn@msh.com">lddoorn@msh.com</a>	Bigtooth maple	307-760-9745	Yes	#10	New	FCVN	1	\$69.55	\$34.77	\$34.78	Yes/Yes	8/25/2015	Randy O.
1121 Park Ave	Alyson Hagy	<a href="mailto:ahagy@uwyo.edu">ahagy@uwyo.edu</a>	Thunderchild Crabapple	307-399-6781	Yes	#15	dead spruce	GAN	1	\$103.00	\$51.50	\$51.50	Yes/Yes	10/2/2015	Randy O.
										\$1,097.45	\$548.73	\$548.72			

\* GAN=Grand Avenue Nursery

\* FCVN=Fort Collins Wholesale Nursery




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

Parks Division: (307) 721-5264  
Fax (307) 721-5256  
Recreation Division: (307) 721-5269  
Fax: (307) 721-5284  
Facilities Mgmt Division: (307) 721-3585  
TDD (307) 721-5295  
Administration: (307) 721-3572

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**Memorandum**

To: Parks, Tree, and Recreation Advisory Board

From: David Schott, Parks Manager 

Date: December 9, 2015

Re: Parks Division Staff Report

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

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

Mosquito control has concluded all adult surveillance operations for the season. The mosquito staff is preparing a new look for the mosquito control program based on feedback from the Council work session on November 10<sup>th</sup> to retain efficacy and increase environmental friendliness.

Staff is preparing a Request for Qualifications for the electrical improvements for the Edgar J. Lewis Bandshell in Washington Park based on a Wyoming Cultural Trust Fund grant prior to painting and repairs.

The large boulder and concrete pad at the north east end of Washington Park has been completed for the Shannon Markle, Beautification Committee and many other contributions for the donation of trees, a large boulder, and a small sitting and picnic area for the Park.

Loni Wilson has accepted the Cemetery Crew leader position and began her new duties on November 23, 2015. The parks division currently has two (2) vacant full time positions.

The Planning Commission considered and approved on street parking for the Imperial Heights Development Project with two (2) requirements. The first is two (2) ADA spaces shall be constructed along Morgan Drive, one of which will be van accessible. The second is the future build parking lot as noted on the conceptual plan for the park must include one (1) ADA parking space. Traffic Commission will consider the request for two (2) ADA spaces along Morgan Drive on December 10, 2015. Staff is preparing to bid this project this winter for a spring construction for phase 1 and 2 that will focus on the accessible route, including a bridge, and the two (2) playgrounds for different age children.

Staff is working with UW for the installation of three (3) irrigation controllers for the Sandy Aragon Softball Complex and the Little League Complex as part of the University's upgrade to central irrigation control.

Staff is preparing a budget amendment for Council consideration on December 15<sup>th</sup> to finish out the 2013 Community Service Day Project on East Grand.

Staff is working with service club groups for the inclusion of their logo on the service club sign on East Grand. There are currently two (2) vacancies. One group has met the criteria as stated in the policy the Parks, Tree and Recreation Advisory Board considered and approved on April 8, 2015. One group was offered a space but failed to meet the deadline for submittals and therefore were removed from the waiting list. The City received four (4) letters of interest and created a waiting list by the date of receipt. The third group has been contacted to submit their materials for inclusion.

Respectively Submitted,

*David R. Schott*

David Schott  
Parks Manager

## Laramie River Greenbelt Trail Count 2015

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

Month:	Total:	Notes:
January	1,638	Checked and reset Feb. 2, 2015
February	1,700	Battery Change. Checked and reset Mar. 2, 2015
March	3,233	Checked and reset Apr. 2, 2015
April	3,371	Checked and reset May 1, 2015
May	2,617	Checked and reset Jun. 1, 2015
June	2,346	Battery Change. Checked and reset Jun. 30, 2015
July	3,621	Checked and reset Jul. 31st, 2015
August	4,935	Checked and reset Aug. 31, 2015
September	3,303	Checked and reset Oct. 1, 2015
October	2,765	Checked and reset Nov. 2, 2015
November	1,013	Battery Change.
December		

<b>Yearly Total (North):</b>	30,542
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<b>Average Per Month:</b>	2,777
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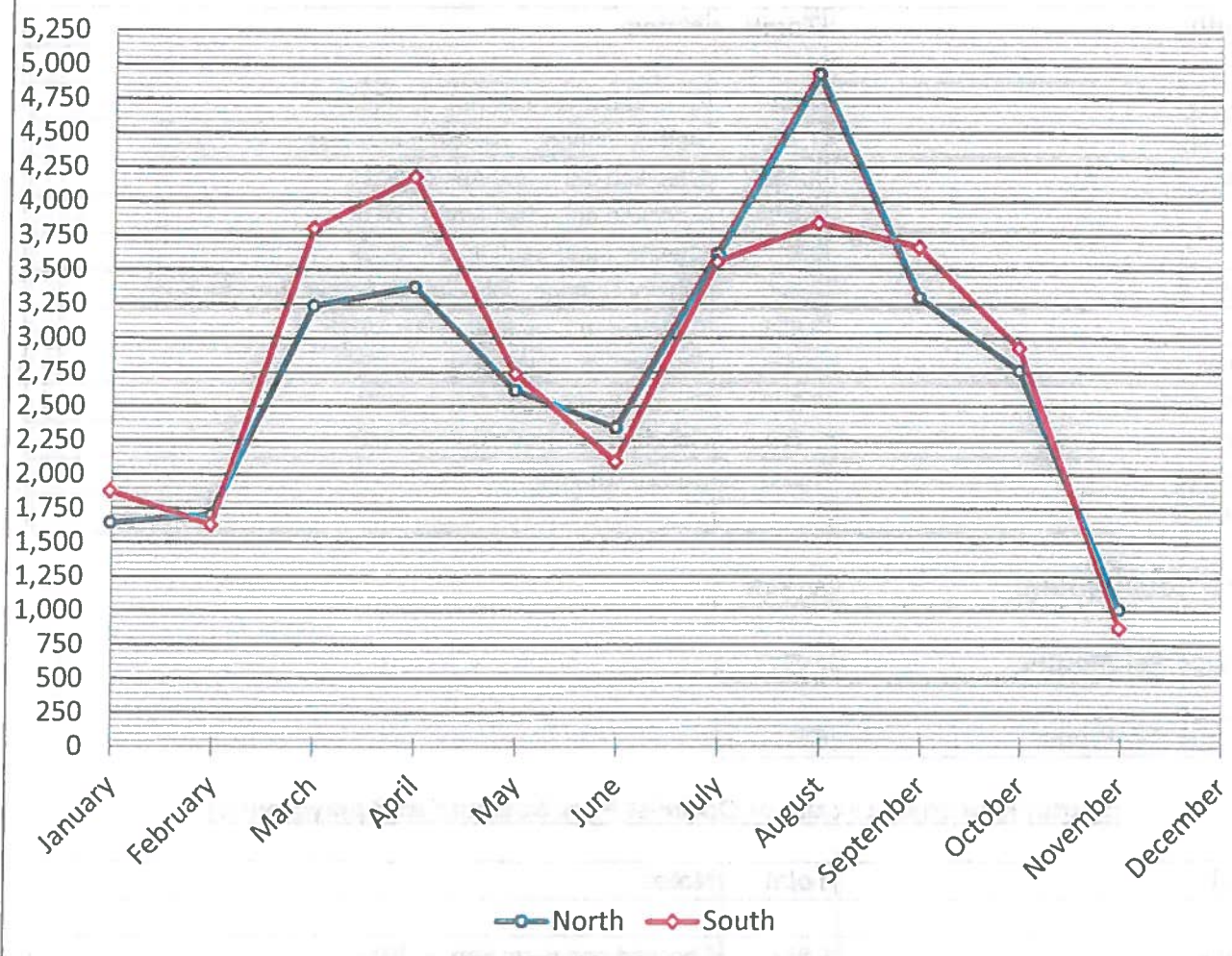
<b>Average Per Week:</b>	679
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### South (located just south of Optimist Park trailhead and playground)

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	878	Battery Change.
December		

<b>Yearly Total (South):</b>	31,217	Notes:
<b>Average Per Month:</b>	2,838	
<b>Average Per Week:</b>	694	
<b>Yearly Total (North and South)</b>	61,759	

## Laramie River Greenbelt Trail Count 2015



# Recreation Division Staff Reports

For the Month of :                      November                      2015

Presented by: Jodi Guerin

# November Fitness User Counts

## Drop-in Vists

Member	326
Non-Member	178

<b>Totals</b>	<b>504</b>
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## Fitness Pass Visits

6 Month Pass	70
12 Month Pass	102

<b>Totals</b>	<b>172</b>
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October User Count	676
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## November

A survey was conducted to see what time early morning Revolutions class participants would prefer.

Results so far indicate that participants prefer a class at 5:30 AM but a few 6:15 AM classes have been requested.

Promotional materials for Laramie Recreation Center's "New Year New Start" 10 Week Fitness Challenge has started. Registration opens 11/27. Class will start beginning of January.

The winter and spring fitness schedule is being finalized and we are moving towards a bi-monthly schedule allowing for changes to the schedule depending upon popularity and interest.

Emphasis is being placed on marketing and promotional materials to fill the group fitness rooms. Averages are staying strong, but there is room for growth.

**Monthly User Count Information Athletics  
November 2015**

**Adult Volleyball**

The Adult Volleyball League recently began the double elimination tournament. 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 have been renting the basketball courts to Shock and Rage Youth Basketball and are accommodating the gym use by the Jr. High Girls Basketball for games.

**Youth Basketball Tournament**

Preparations have begun for the 26<sup>th</sup> Annual Laramie Youth Basketball Tournament. The tournament will take place April 1<sup>st</sup>-3<sup>rd</sup>, 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. All gyms to be used have been rented / reserved. The WPRA has been notified and has included the date on their calendar.

**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. However, 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.

This year, our 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. Participants will register for a program that includes 10 training sessions focused on basketball knowledge and individual skill development. Each group will have eight weeks of two weekly lessons, with scrimmages on Saturdays. The theory behind the change is that young athletes will progress and develop at a faster rate in the younger ages if focused on training rather than competition. Minimizing competition focuses attention on the individual progress of participants as opposed to gauging worth based on the game score.

Athletics has interviewed 12 candidates and is in the process of hiring six – eight of them to train as instructors. Staff trainings will take place throughout the month of December and the program will begin January 4<sup>th</sup>.

## Ice & Event Center Usage

### November 2015

Public Skate Admissions--1048

ACSD Admissions--111

Skate Rentals--824

Broomball Shoe Rentals--177

*(For broomball league)*

Stick & Puck Admissions--94

LAHC Rental Hours--81.75

LAHC Tournaments--1

LAHC Games--13

COED Rental Hours--9

UW Men Rental Hours--12.25

UW Games--2

### Notes:

November was an exciting month for us at the Laramie Ice & Event Center. We had many games for LAHC and a couple very exciting games for UW. UW managed to pack the arena on both nights they hosted BYU, November 20<sup>th</sup> & 21<sup>st</sup>. We had a very successful Turkey Curling Event on the 22<sup>nd</sup> of November with 10 teams registering. The event was covered by the Laramie Boomerang which was a great exposure for the rink. We managed to save all 20 Turkeys for donations to the Laramie Community Thanksgiving Dinner hosted by the Laramie Epson Center. The biggest excitement for November was our steady growth with Public Skate numbers and continue to see growth in all of our public offerings. We have recently utilized Facebook by creating a Laramie Ice and Event Center page. We hope to grow our rink by increasing public awareness.

## Pool Attendance - Nov-15

	Leisure		8 Lane	Steam/Sauna	Daily Totals
1	98		27	9	134
2	86		39	6	131
3	109		82	9	200
4	108		81	4	193
5	115		68	17	200
6	132		100	11	243
7	120		73	14	207
8	189		175	20	384
9	109		84	14	207
10	182		67	14	263
11	74		56	17	147
12	76		72	9	157
13	105		42	10	157
14	298		95	20	413
15	158		27	8	193
16	114		84	23	221
17	128		88	17	233
18	81		62	17	160
19	79		32	10	121
20	77		43	0	120
21	161		42	19	222
22	123		35	23	181
23	72		54	14	140
24	63		56	14	133
25	198		44	16	258
26	0		0	0	0
27	228		82	17	327
28	202		53	13	268
29	99		43	17	159
30	65		65	11	141
Total	3649	Total	1871	393	5913

### Aquatics Notes

1. The Fall Harvest swim meet was held on November 7th and 8th and had 167 participants.

2. The University of Wyoming held their 2 day swim meet on November 13th and 14th.

3. The High School boys swim meets begin at the Rec Center on December 28th and 29th. This is their away season, so they only host 4 meets here.

### SACC Enrollment - Fall 2015

There are currently 63 children enrolled in the SACC program, with the following breakdown of registration, by day of week:

<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>Fr</u>
45	48	51	55	46

The following is actual attendance for October 2015:

<u>M</u> <b>11/2/15</b>	<u>T</u> <b>11/3/15</b>	<u>W</u> <b>11/4/15</b>	<u>Th</u> <b>11/5/15</b>	<u>F</u> <b>11/6/15</b>
40	23 full day	42	50	31

<u>M</u> <b>11/9/15</b>	<u>T</u> <b>11/10/15</b>	<u>W</u> <b>11/11/15</b>	<u>Th</u> <b>11/12/15</b>	<u>F</u> <b>11/13/15</b>
38	34	44	49	40

<u>M</u> <b>11/16/15</b>	<u>T</u> <b>11/17/15</b>	<u>W</u> <b>11/18/15</b>	<u>Th</u> <b>11/19/15</b>	<u>F</u> <b>11/20/15</b>
39	36	37	50	35

<u>M</u> <b>11/23/15</b>	<u>T</u> <b>11/24/15</b>	<u>W</u> <b>11/25/15</b>	<u>Th</u> <b>11/26/15</b>	<u>F</u> <b>11/27/15</b>
34	30	holiday	holiday	holiday

<u>M</u> <b>11/30/15</b>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>
38				

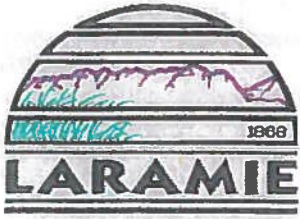
**City of Laramie Recreation  
CHILD CARE**

**January - December 2014/15**

Activity/Program	#s	Income	Hours	Personnel	Materials	Net Income
Child Care - January 2015	98	\$367.00	60.50	\$540.00		-\$173.00
Child Care - January 2014	121	\$429.00	69.25	\$630.59		-\$201.59
Child Care - February 2015	62	\$233.00	59.00	\$525.00		-\$292.00
Child Care - February 2014	152	\$461.50	57.52	\$508.65		-\$104.67
Child Care - March 2015	66	\$257.50	50.00	\$437.50		-\$180.00
Child Care - March 2014	110	\$405.00	57.70	\$502.70		-\$97.70
Child Care - April 2015	67	\$281.50	54.50	\$476.87		-\$195.37
Child Care - April 2014	107	\$392.00	48.50	\$370.24		21.76
Child Care - May 2015	55	\$205.50	36.00	\$322.92		-\$117.42
Child Care - May 2014	130	\$495.00	49.25	\$214.50		\$280.50
Child Care - June 2015	47	\$179.50	36.00	\$322.93		-\$143.43
Child Care - June 2014	89	\$371.00	30.00	\$269.10		\$101.90
Child Care - July 2015	37	\$145.00	23.25	\$204.43		-\$59.43
Child Care - July 2014	87	\$304.50	28.00	\$251.16		\$53.34
Child Care - August 2015	28	\$106.00	20.25	\$189.35		-\$83.35
Child Care - August 2014	74	\$259.00	30.00	\$269.10		-\$10.10
Child Care - September 2015	33	\$123.50	34.50	\$304.30		-\$180.80
Child Care - September 2014	86	\$304.00	43.00	\$390.69		-\$86.69
Child Care - October 2015	60	\$232.00	43.00	\$381.66		-\$149.66
Child Care - October 2014	104	\$430.00	46.75	\$419.37		\$10.63
Child Care - November 2015	51	\$203.00	45.75	\$401.68		-\$198.68
Child Care - November 2014	98	\$361.00	45.00	\$403.66		-\$42.66
Child Care - December 2014	60	\$229.50	34.25	\$307.22		-\$77.72
<b>TOTAL 2015:</b>	<b>604</b>	<b>\$2,333.50</b>	<b>\$462.75</b>	<b>\$4,106.64</b>	<b>\$0.00</b>	<b>-\$1,773.14</b>
<b>TOTAL 2014:</b>	<b>1218</b>	<b>\$4,441.50</b>	<b>539.22</b>	<b>\$4,536.98</b>		<b>-\$95.48</b>

CONCESSIONS 2014/15

	Front Desk		Outdoor Pool		Merchandise		Ice Arena	
	Count	Sales	Count	Sales	Count	Sales	Count	Sales
January, 2015	1078	\$1,373.19			110	\$689.36	2454	\$4,093.71
January, 2014	1926	\$2,016.92	1	\$0.47	211	\$1,019.68	2685	\$3,679.54
February, 2015	947	\$1,229.30			163	\$699.79	1228	\$2,008.65
February, 2014	1372	\$1,433.28	89	\$63.92	202	\$1,023.83	2128	\$2,811.27
March, 2015	1553	\$2,088.07			219	\$839.51	508	\$800.03
March, 2014	1624	\$1,696.35	1	\$2.35	185	\$699.14	1061	\$1,482.03
April, 2015	1201	\$1,577.79			228	\$928.15	225	\$345.24
April, 2014	1551	\$1,710.35	0	0	155	\$649.32	142	\$195.92
May, 2015	743	\$984.47			122	\$317.59	220	\$967.02
May, 2014	994	\$1,057.67	0	\$0.00	138	\$548.27	393	\$1,510.81
June, 2015	818	\$1,062.11	1912	\$3,025.70	225	\$954.38	55	\$72.88
June, 2014	1080	\$1,076.96	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	\$2.84	98	\$588.05	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	887	\$1,189.23			166	\$602.33	1928	\$3,148.73
November, 2014	911	\$1,164.98			106	\$635.81	2012	\$3,339.26
December, 2015					83	\$418.17	1815	\$3,043.90
December, 2014	710	\$873.68						
<b>2015 TOTALS</b>	<b>9944</b>	<b>\$13,140.37</b>	<b>4085</b>	<b>\$6,451.51</b>	<b>1968</b>	<b>\$ 7,801.35</b>	<b>9924</b>	<b>\$ 16,733.19</b>
<b>2014 TOTALS</b>	<b>13171</b>	<b>\$14,411.75</b>	<b>3574</b>	<b>\$4,421.63</b>	<b>1738</b>	<b>\$7,715.60</b>	<b>12910</b>	<b>\$20,271.96</b>



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

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

December 8, 2015

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

- 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.
- Quotes are being solicited for supplying and installing four new chemical feed controllers for the Recreation Center pools. The new controllers are able to keep the disinfectant levels in the pools at a more consistent level.
- Contract negotiations are under way for the installation of closed circuit video cameras in the new Recreation Center Expansion areas.
- Requests for Quotes are due 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.
- Requests for qualifications for plumbing repair and service will be sent out to local and regional plumbing companies this month.
- Contract negotiations are under way for the installation of the new carpet in the Recreation Center Atrium

Respectfully Submitted,

Scott Stevenson,  
Facilities Maintenance Manager



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December 7, 2015

To: Janine Jordan, City Manager

Fr: Paul Harrison, Parks and Recreation Director

Re: Department Report December 2015

**Parks and Recreation Administration:**

- The Winter/Spring Parks and Recreation Program Guide is being finalized for distribution to Laramie resident addresses in late December for beginning the winter/spring season in January.
- The draft Parks and Recreation Master Plan is in the process of being update 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. It is anticipated that the draft Master Plan will be ready to begin the approval process in early January.
- The staff are revising the RFQs for engineering design services for the Jacoby Golf Course rural trail project to consider the project as a design build RFQ to permit the trail to potentially be extended to the perimeter of the golf course along 30<sup>th</sup> Street as funding permits.
- The staff are continuing the 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 submitted a Daniels Fund grant for the Outdoor Tennis Court Resurfacing project in cooperation with the Alpine Tennis Association and the University of Wyoming.
- The staff are currently negotiating an extension of the lease agreement with Action Resources International for the Ft. Sanders building for Feeding Laramie Valley.

**Recreation Division:**

- The Recreation Center will close at 5:00pm with pools closing at 4:30pm on Christmas Eve and New Year's Eve and will be closed on Christmas Day and New Year's Day. All hours and activities will resume as normal on December 26<sup>th</sup> and January 2<sup>nd</sup> respectively.
- The Ice and Event Center will also close at 5:00pm on Christmas Eve and New Year's Eve and be closed also on Christmas and New Year's Day. Regular hours and activities will resume as normal on December 26<sup>th</sup> and January 2<sup>nd</sup> respectively.
- Skate with Santa is scheduled to take place December 18<sup>th</sup> from 6-7pm at the Ice & Event Center. This is during the regularly scheduled public skate session that same evening.
- The Aquatics staff are looking forward to hosting an additional 150 children in learn to swim lessons with the "Make a Splash" grant award that was approved by Council on December 1<sup>st</sup>.
- The School Aged Childcare registration continues to be strong this year as the first semester winds up with 65 enrolled children. The program will stop for Christmas break from December 19<sup>th</sup> through January 3<sup>rd</sup> and will resume on January 4<sup>th</sup>.
- The fitness staff are rescheduling the "Insanity" class with Sarah Remacle for January as the instructor was unable to travel to Laramie on November 20<sup>th</sup> with the interstate closed. 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.
- In Adult sports the adult volleyball league wraps up tournament play at the end of November and attention will turn to the Junior Cowboys/Cowgirls Youth Basketball program. Registration for this program will be open during December for a January start. Also the Adult Basketball league will being play in January to the end of March.
- Turkey Curling was a hit this year with a total of 9 teams participating. The turkeys and canned goods were distributed to the Epsom Center for the free Thanksgiving dinners provided to the Laramie community.
- The Laramie Public Art Advisory Committee has continued to meet and move forward to develop the organizational structure to form an independent 501c3 organization. The group has submitted an application to the Wyoming Community Foundation for Fiscal Sponsorship. If the application is

approved at the December meeting, the organization can move forward with fund-raising and receiving funds to launch the organization.

- The staff are beginning to identify volunteers who will assist with the Summer Senior Olympic Games. Initial brainstorming meetings are scheduled with staff to identify some primary volunteers and activities that will be included in planning efforts.

#### **Parks Division:**

- The staff have completed the installation of Holiday lighting at the City Hall campus and the downtown bulb outs and the Garfield Street Footbridge.
- The mosquito staff are researching and preparing the details for revisions to the mosquito control program based on feedback from the Council work session to retain efficacy and increase environmental friendliness of the pesticides utilized.
- The staff and the consultants are continuing to develop a preferred conceptual plan for the Scout Park Development Project based on comments received through two (2) public meetings. In addition, staff is preparing a Land and Water Conservation Fund application to the Wyoming Department of State Parks, Historical Sites and Trails to provide additional funding for park improvements in Scout Park. The Scout Park Development Project is to include in-park paths and playgrounds.
- The staff are preparing a Request for Qualifications RFQ for the electrical improvements for the Edgar J. Lewis Bandshell in Washington Park based on a Wyoming Cultural Trust Fund grant prior to painting and repairs.
- 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 January. To date, the City Arborist has sent 14 courtesy notices, 9 of which have been mitigated. 75 trees in the public right of way have been removed or pruned, 58 of these were considered potentially hazardous. Moreover, 23 permits were issued to commercial tree maintenance companies to work on public right of way trees.
- The large boulder and concrete pad at the north east end of Washington Park has been completed for the Shannon Markle and Beautification Committee donation of trees, a large boulder, and a small sitting and picnic area for the Park.
- The staff are researching options for the partial completion of the Little League fencing project with the funds available from the Albany County Recreation Board grant.

#### **Facilities Management Division:**

- The staff received no submittals to the Requests for Qualifications RFQs 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.
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