

AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
CITY HALL
February 16, 2016 6:30 p.m.

City Council Meetings are open to the public. Requests for accommodations from persons with disabilities must be made to the City Manager's Office 24 hours in advance of a meeting.

Please be advised no additional agenda item will be introduced at a Regular City Council meeting after the hour of 9:30 p.m., unless the majority of the City Council members present vote to extend the meeting.

1. PROCLAMATIONS & PRESENTATIONS

2. ANNOUNCEMENTS

3. PUBLIC HEARING

- 3.I. Public Hearing: Retail Liquor License No. 15 Transfer Of Ownership From Cowboy Bar, Inc. To Jona, Inc. 2415 Grande Avenue, Laramie, WY

Documents: [PH COWBOY BAR 2-16-16.PDF](#)

- 3.II. Public Hearing: Original Ordinance No. 1938, Amending Chapter 13.52, Section 13.52.010 Of The Laramie Municipal Code Concerning Mosquito Control Fees.

Documents: [PUBLIC HEARING NOTICE MOSQUITO CONTROL FEE ORIGINAL ORDINANCE 1938 2-3-16.PDF](#)

4. AGENDA

5. Pledge Of Allegiance

6. Roll Call

7. Disclosures By City Council Members

8. Consideration Of Changes In Agenda And Setting The Agenda

A. MOTION BY ____, seconded by ____, that the following changes to the Agenda be approved:

B. MOTION BY ____, seconded by ____, that the Agenda be set as submitted or changed.

9. Approval Of Consent Agenda

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor or citizen so

requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

MOTION BY _____, seconded by _____, that the Consent Agenda be approved and that each specific action on the Consent Agenda be approved as indicated.

10. CONSENT AGENDA

10.I. MINUTES: City Council Meetings

Action:

that Council approve the Minutes of the City Council Regular Meeting of February 2, 2016, and have them placed on file for public inspection.

[Johnson, CClk]

Documents: [02_02_2016.MIN.PDF](#)

10.II. CEMETERY DEEDS: For February 1-15, 2016

Action:

that the Cemetery Deeds for February 1-15, 2016 be accepted, and the Mayor and City Clerk be authorized to sign and have them recorded in the Office of the County Clerk.

[Harrison, P/R Dir]

10.III. MINUTES: Parks, Tree And Recreation Advisory Board

Action:

that Council acknowledge receipt of the Minutes from the January 20, 2016 Special Meeting of the Parks, Tree and Recreation Advisory Board and that the following recommendations be approved as indicated: N/A.

[Harrison, P/R Dir]

Documents: [MINUTES FROM SPECIAL MEETING OF PTANDR ADVISORY BOARD.PDF](#)

10.IV. GRANT: Enforcing Underage Drinking Laws (EUDL)

Action:

to accept a grant from the Wyoming Association of Sheriffs and Chiefs of Police (WASCOP) for enforcing underage drinking law in Laramie, in the amount of \$10,985.00.

[Chief Stalder, PD]

Documents: [EUDL 16 COVER SHEET.DOCX](#), [EUDL 16 CONTRACT.PDF](#)

10.V. DISCUSSION ITEM: Bias Crime Report

Action:

that Council accept the Bias Crime Report for calendar year 2015, in accordance with Laramie Municipal Code 9.08.020.

[Chief Stalder, PD]

Documents: [BIAS CRIME REPORT COVER 2016.PDF](#), [BIAS CRIME REPORT 15.PDF](#)

10.VI. AGREEMENT: City Of Laramie Pavement Study

Action:

that Council approve the Professional Services Agreement with DOWL to complete an addendum to the 2010 City of Laramie Pavement Study in a total amount not to exceed \$54,080.00.

[Hunt, CD Dir]

Documents: [PAVEMENT STUDY CITY COUNCIL COVER SHEET 02.16.16.PDF](#), [PAVEMENT STUDY AGREEMENT 02.16.16.PDF](#)

10.VII. SCHEDULE MEETINGS:

Action:

that Council schedule the following meeting(s):

1. April 12, 2016 - Work Session, GIS and CRT Software Demonstration
2. March 1, 2016 - Public Hearing, Bright Agrotech BRC Grant Application
3. March 10, 2016 - Special Meeting, Bright Agrotech BRC Grant Application
4. May 10, 2016 - Work Session, Budget/Government Funds
5. May 12, 2016 - Work Session, Budget/Government Funds
6. May 16, 2016 - Work Session, Budget/Enterprise Funds
7. May 19, 2016 - Special Meeting, Budget
8. May 19, 2016 - Work Session, Budget
9. May 24, 2016 - Special Meeting, Budget
10. May 24, 2016 - Work Session, Budget

11. REGULAR AGENDA

12. Consideration Of Transfer Of Ownership Of Retail Liquor License From Cowboy Bar, Inc. To Jona, Inc. 2415 Grand Avenue.

[Johnson]

Documents: [COVER SHEET, JONA, INC 2-16.PDF](#), [JONAINC000.PDF](#)

13. Resolution 2016-16, Supporting The Filing Of A Community Development Block Grant (CDBG) Application To The Wyoming Business Council In Amount Not To Exceed \$120,000 To Fund Roof Repairs At The Laramie Plains Civic Center.

[Jordan]

Documents: [AGENDA COVER.PDF](#), [PUBLIC NOTICE_LPCC.PDF](#), [RESOLUTION.PDF](#)

14. Resolution 2016-17, Designating Recreation Project Request Priorities To The Albany County Recreation Board For Funding Consideration In Fiscal Year 2017.

[Harrison]

Documents: [AGENDA COVER ACRB GRANT REQUEST RESO 2-8-16.PDF](#), [RESOLUTION REC MIL FINDING FY17 COUNCIL REVISED 2-16-16.PDF](#), [ACRB PROJECT REQUESTS FY 17 PART 1.PDF](#), [ACRB PROJECT REQUESTS FY 17 PART 2.PDF](#), [ACRB 3.PDF](#)

15. Original Ordinance No. 1938 Amending Chapter 13.52, Section 13.52.010 Of The Laramie Municipal Code Concerning Mosquito Control Fees. Second Reading. (Introduced By Henry)

[Harrison]

Documents: [AGENDA COVER - ORDINANCE FEE FOR MOSQUITO CONTROL SECOND READING 2-8-16.PDF](#), [MOSQUITO FEE ORDINANCE SECOND READING 2-8-16.PDF](#)

16. Consideration Of A Business Ready Community Grant And Loan Program Grant Agreement Between The Wyoming Business Council And The City Of Laramie For The Tungsten Heavy Powder And Parts (THPP) Project.

[Jordan]

Documents: [AGENDA COVER~ GRANT AGREEMENT.PDF](#), [LARAMIE TUNGSTEN HEAVY PWDR PARTS BC GRANT FINAL DRAFT.PDF](#)

17. Resolution 2016-18, Authorizing The Submission Of A Mineral Royalty Application To The Office Of State Lands And Investments For A Grant In The Amount Of \$3,000,000 To Support The Ivinson Avenue Reconstruction Project.

[Jordan]

Documents: [AGENDA COVER ~ IVINSON AVE.PDF](#), [RESOLUTION.PDF](#)

18. Original Ordinance 1937 USE OF HANDHELD ELECTRONIC WIRELESS COMMUNICATION DEVICES FOR ELECTRONIC MESSAGING PROHIBITED; EXCEPTIONS; PENALTIES, Second Reading. (Introduced By Shumway)

[Loos]

Documents: [COVER SHEET SECOND READING TEXTING 2-16-16.PDF](#), [TEXTING LAW 1-22-16.PDF](#)

19. Resolution 2016-19, Supporting The Ducks Unlimited Goforth Reservoir Project

[Derragon]

Documents: [WS-DUCKS-GOFORTH COVER SHEET 2-9-16 FINAL.PDF](#), [RAC LETTER TO COUNCIL 2-16-16.PDF](#), [GOFORTH - RESOLUTION FINAL2-16-16.PDF](#)

20. Public Comments On Non-Agenda Items By Sign-In Requests
(Members of the public may address the City Council on items not on the printed Agenda. Please observe the time limit of five (5) minutes.)

21. Consideration Of Future Council Work Session Topics

Documents: [FEB-16-16.PDF](#), [2-9-2016.PDF](#)

22. ADJOURNMENT

**NOTICE OF TRANSFER OF OWNERSHIP
OF RETAIL LIQUOR LICENSE**

Notice is hereby given that on the 27th day of January 2016, an application was received in the Office of the City Clerk for transfer of ownership of Retail Liquor License No. 15, from Cowboy Bar, Inc, 2415 Grand Avenue to Jona, Inc, 2415 Grand Avenue, Laramie, Wyoming, the place and premises being a part of lot 5A of lot consolidation of Lots 9&3 block 1 and Lots 5, 10, 11, 12 and 13, Block 1, University of Wyoming Plat 2A, B-2 Zone, City of Laramie, Albany County, Wyoming.

Public Hearing to hear comments or protests relative to transfer of ownership of this license will be held Tuesday, February 16, 2016, at 6:30 p.m. in Council Chambers of City Hall. Action on this application will be considered at the Regular Meeting of the City Council on Tuesday, February 16, 2016, at 6:30 p.m. in Council Chambers.

/s/ Jason Loos, City Attorney

Legal Publish: February 2, 2016

February 11, 2016.

###

PUBLIC HEARING NOTICE

The Laramie City Council will hold a public hearing on Tuesday, February 16, 2016 at 6:30 p.m. in Council Chambers of City Hall, 406 Ivinson Street, to receive comments on Original Ordinance No. 1938 amending Chapter 13.52, Section 13.52.010 of the Laramie Municipal Code concerning Mosquito Control fees. Those wishing to comment on this proposed fee increase are encouraged to attend the public hearing. Written comments will also be considered. All written comments must be submitted to one of the following addresses by no later than 12:00 p.m. February 16, 2016.

pharrison@cityoflaramie.org

or

City of Laramie
Attn: Paul Harrison, Parks and Recreation Director
P.O. Box C
Laramie, WY 82073

Publish: Sunday February 7, 2016

Send Affidavit:

City of Laramie
Parks and Recreation Department
Attn. Inez Wildenborg, Administrative Coordinator
P.O. Box C
Laramie, WY 82073

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Regular Meeting of the City Council was called to order by Vice-Mayor Pearce at 6:30 p.m.

1. Pledge of Allegiance.

Mayor Paulekas led the Pledge of Allegiance.

2. Roll Call.

Roll call showed present: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, and Pearce.
Absent: Vitale and Paulekas

Staff present: Janine Jordan, City Manager; David Derragon, Assistant City Manager; Angie Johnson, City Clerk; Jason Loos, City Attorney; Paul Harrison, Parks & Recreation Director; Todd Feezer, Asst. Parks & Recreation Director; and Earl Smith, Public Works Director.

3. Disclosures by City Council Members.

None.

4. Consideration of Changes in Agenda and Setting the Agenda.

A. MOTION BY SUMMERVILLE, seconded by Shuster, that the following changes to the Agenda be approved: Change Item No. 18 to Adjourn.

MOTION CARRIED by voice vote.

B. MOTION BY SUMMERVILLE, seconded by Shumway, that the Agenda be set as changed.

MOTION CARRIED by voice vote.

5. Approval of Consent Agenda.

MOTION BY SUMMERVILLE, seconded by Henry, that the Consent Agenda be approved and that each specific action on the Consent Agenda be approved as indicated.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, and Pearce. Nay; None. Absent: Vitale and Paulekas. MOTION CARRIED.

CONSENT AGENDA

5A. Minutes of City Council Meetings.

Action: that Council approve the Minutes of the City Council Regular Meeting of January 19, 2016 and have them placed on file for public inspection.

5B. Cemetery Deeds for January 16-31, 2016.

Action: that the Cemetery Deeds for January 16-31, 2016 be accepted, and the

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Mayor and City Clerk be authorized to sign and have them recorded in the Office of the County Clerk.

5C. Vouchers for January 2016.

Action: that the following Resolution be adopted: BE IT RESOLVED: that all vouchers approved by the Finance Committee be allowed, warrants drawn on proper City funds in payment thereof, and the vouchers be placed on file in the Treasurer's Office subject to public inspection; and that Council authorize payment for the month-end payroll, light and gas charges, telephone charges, Pioneer Canal-Lake Hattie Irrigation District lease, employee travel, other employee reimbursements, pay advances, refunds for City services, recording fees, postage, lease purchase and bond payments, self-funded employee health insurance claims, miscellaneous insurance claims, Council-approved bid items, outside attorney fees, other consulting fees, before normal City Council approval on the first Tuesday of January. These expenditures are to be paid subject to audit by the City of Laramie Finance Department.

5D. Minutes.

Action: that Council acknowledge receipt of the Minutes from the January 13, 2016 meeting of the Parks, Tree and Recreation Advisory Board and that the following recommendations be approved as indicated:

1. To acknowledge receipt of the December 2015 Recreation Center membership reports;
2. To approve the Adopt A Trail along Greenbelt Park agreement between the City and Berry Biodiversity Conservation Center for general cleanup of a one-quarter mile section along Greenbelt Park.
3. To approve the Adopt A Trail along Greenbelt Park agreement between the City and Trihydro Corporation for general cleanup of a one-quarter mile section along the Laramie River Greenbelt Park.

5E. Award of Bid.

Action: that Council award the bid for One ATV Unit 794, in the total amount of \$5,667.00.

5F. Award of Bid

Action: that Council award the bid for One Flat Bed Trailer; Unit 771, with trade-in, in the total amount of \$1,807.00.

5G. Agreement.

Action: that Council approve the Professional Services Agreement for the 15th Street and 18th Street Design Project in the amount of \$69,500.00 plus a contingency of \$6,950.00 for a total amount not to exceed \$76,450.00.

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5H. Schedule Meeting(s).

- Action: that Council schedule the following meeting(s):
1. Work Session, February 9, 2016, 6:00 pm, Ducks Unlimited
 2. Work Session, February 9, 2016, 6:00 pm, Bill Nye Ave Western Corridor Study
 3. Work Session, March 10, 2016, 6:00 pm, Rules of Procedure and Code of Conduct
 4. Work Session, March 22, 2016, 6:00 pm, Impact Fees & the Economic Fee Initiative
 5. Work Session, March 22, 2016, 6:00 pm, Fire Codes and Building Codes
 6. Work Session, April 12, 2016, 6:00 pm, Annexation & Extra-Territorial Services Policy

REGULAR AGENDA

6. Consideration of Award of Bid, C-Line Sanitary Sewer Line Project in the amount of \$503,994.00 plus a contingency of \$50,400.00 for a total amount not to exceed \$554,394.00.

MOTION BY SHUMWAY, seconded by Summerville, that Council award the bid for the C-Line Collector Sewer Project to Mechanical systems, Inc., Cheyenne, WY, in the amount of \$503,994, plus a contingency of \$50,400 for a total amount not to exceed \$554,394, approve the contract therefore, and authorize the Mayor and City Clerk to sign.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, and Pearce. Nay; None. Absent: Vitale and Paulekas. MOTION CARRIED.

7. Consideration of Award of Bid, Main Lift Station Bar Screen Replacement Project in the amount of \$405,578.00 plus a contingency of \$40,600 and a budget amendment in the amount of \$96,178.00.

MOTION BY SHUSTER, seconded by Hanson, that Council award the bid for the Main Lift Station Bar screen Project to Velocity Constructors, Inc., Denver, CO, in the amount of \$405,578.00, plus a contingency amount of \$40,600, approve the contract therefore, and authorize the Mayor and City Clerk to sign, and to approve a budget amendment in the amount of \$96,178.00

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, and Pearce. Nay; None. Absent: Vitale and Paulekas. MOTION CARRIED.

8. Resolution 2016-12, in support of submitting an application to the Forestry Division of the Office of State Lands and Investments for a 2016 Urban and Community Forestry Tree Planting Grant.

MOTION BY SHUSTER, seconded by Weaver, that Council approve Resolution 2016-12 in support of submitting an application to the Forestry Division of the Office of State Lands and Investments

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for a 2016 Urban and Community Forestry Tree Planting Grant in the amount of \$3,000 in support of the 2016 Community Service Day project, and authorize the Mayor and City Clerk to sign.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, and Pearce. Nay; None. Absent: Vitale and Paulekas. MOTION CARRIED.

9. Resolution 2016-13, in support of a revised Mosquito Control Alternative Program to retain efficacy on treated areas and increase environmental friendliness.

MOTION BY HENRY, seconded by Weaver, that Council approve Resolution 2016-13, in support of a revised Mosquito Control Alternative Program to retain efficacy on treated acres and increase environmental friendliness, and authorize the Mayor and City Clerk to sign.

Roll call showed Aye: Hanson, Henry, Shumway, Summerville, Weaver, and Pearce. Nay: Shuster. Absent: Vitale and Paulekas. MOTION CARRIED.

10. Original Ordinance No. 1938, amending Chapter 13.52, Section 13.52.010 of the Laramie Municipal Code concerning Mosquito Control fees. Introduction and First Reading. The City Clerk read Original Ordinance No. 1938 by title only.

MOTION BY HENRY, seconded by Weaver, that Council approve Original Ordinance No. 1938, on First Reading to amend Chapter 13.52, Section 13.52.010 of the Laramie Municipal Code concerning Mosquito Control fees increasing the monthly utility user fees from 42.57 to \$4.89 with an effective date of April 1, 2016, and set Second Reading and Public Hearing on February 16, 2016.

Roll call showed Aye: Hanson, Henry, Shumway, Summerville, Weaver, and Pearce. Nay; Shuster. Absent: Vitale and Paulekas. MOTION CARRIED.

11. Resolution 2016-14, in support of a) Albany County's grant request to the Albany County Tourism Board to fund a feasibility study and conceptual design for a youth sports complex, and b) the City of Laramie's willingness to include the Turner Tract in the study area.

MOTION BY HANSON, seconded by Shuster, that Council approve Resolution 2016-14, supporting a) Albany County's grant request to the Albany County Tourism Board to fund a feasibility study and conceptual design for a youth sports complex, and b) indicating the City of Laramie's willingness to include the Turner Tract in the study area, and authorize the Mayor and City Clerk to sign.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, and Pearce. Nay; None. Absent: Vitale and Paulekas. MOTION CARRIED.

12. Consideration of request for funds from Hospice for the new Hospice House project.

MOTION BY SUMMERVILLE, seconded by Henry, that Council approve an increase of \$11,909.16 in the community Partner Funding Awarded Hospice of Laramie on February 18, 2014 for the Hospice

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House project for an amended award amount not to exceed \$71,006.64 and appropriately amend the FY 2016 budget.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, and Pearce. Nay; None. Absent: Vitale and Paulekas. MOTION CARRIED.

13. Original Ordinance No. 1936, amending Section 5.09.800(E)(1) of the Laramie Municipal Code Hearing for Alcohol Compliance Points System. Third and Final Reading. (Hanson).

MOTION BY HANSON, seconded by Shuster, that Council approve Original Ordinance No. 1936 on Third and Final Reading, and authorize the Mayor and City Clerk to sign.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, and Pearce. Nay; None. Absent: Vitale and Paulekas. MOTION CARRIED.

14. Original Ordinance No. 1937, enacting Section 10.20.230 of the Laramie Municipal Code Hand Held Electronic Wireless Communications Device Prohibited. Introduction and First Reading.

The City Clerk read Original Ordinance No. 1937 by title only.

AN ORDINANCE TO ENACT SECTION 10.20.230 OF THE LARAMIE MUNICIPAL CODE USE OF HANDHELD ELECTRONIC WIRELESS COMMUNICATION DEVICES FOR ELECTRONIC MESSAGING PROHIBITED; EXCEPTIONS; PENALTIES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE. WYOMING.

MOTION BY SHUMWAY, seconded by Summerville, that Council pass Original Ordinance No. 1937 and to set it for Second Reading on February 16, 2016.

Roll call showed Aye: Hanson, Shumway, Shuster, Summerville, Weaver, and Pearce. Nay: Henry. Absent: Vitale and Paulekas. MOTION CARRIED.

15. Resolution 2016-15, appointing three (3) members to the Board of Health.

MOTION BY HENRY, seconded by Summerville, that Council approve Resolution 2016-15, appointing Jean Allais, David Milam, and Beth Young Jones for a five year term expiring on December 31, 2021; and authorize the Mayor and City Clerk to sign the Resolution.

Roll call showed Aye: Hanson, Henry, Shumway, Shuster, Summerville, Weaver, and Pearce. Nay; None. Absent: Vitale and Paulekas. MOTION CARRIED.

16. Consideration of future Council work session topics.

None.

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17. **Public Comments on Non-Agenda Items by sign-in requests.**

None.

18. **Adjournment.**

19. MOTION BY HANSON, seconded by Shumway, that Council adjourn.

MOTION CARRIED by voice vote.

Council adjourned at 7:50 p.m.

Respectfully submitted,

Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING February 16, 2016



Agenda Item: Minutes

Title: Minutes of the January 20, 2016 special meeting of the Parks, Tree and Recreation Advisory Board

Recommended Council MOTION:

I move that Council acknowledge receipt of the Minutes from the January 20, 2016 special meeting of the Parks, Tree and Recreation Advisory Board and that the following recommendations be approved as indicated: N/A

Administrative or Policy Goal:

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

Comprehensive Plan: Chapter 4 Parks & Recreation

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

Background:

Minutes from the January 20, 2016 special meeting of the Parks, Tree and Recreation Advisory Board.

Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:

N/A

Responsible Staff:

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

Attachments:

Minutes from the January 20, 2016 special meeting of the Parks, Tree and Recreation Advisory Board.

_____ City Manager _____ City Attorney PA Parks & Recreation

**CITY OF LARAMIE
PARKS, TREE, & RECREATION ADVISORY BOARD
SPECIAL MEETING TO CONSIDER
ALBANY COUNTY RECREATION BOARD PROJECTS FOR FY 2017
January 20, 2016
Minutes of Meeting**

MEMBERS PRESENT: Marius Favret, Jacque Stonum, Steve Ropp, Larry Foianini, Amy Williamson, Chris Dixon, Helen Coates

MEMBERS NOT PRESENT: Jamie Le Jambre, Dave Hammond

GUESTS: Steve Hamaker, John Hoberg, Dave McCarthy, Gary Greaser, Jan Lawrence, Ray McElwee, David Hayes, Cassidy Biggs, Jay Brees, Jessica Flock, Karen Gaudreault

CITY STAFF PRESENT: Paul Harrison, Parks & Recreation Director; Todd Feezer, Assistant Parks & Recreation Director; Jodi Guerin, Recreation Manager; Scott Stevenson, Facilities Manager; David Schott, Parks Manager; Inez Wildenborg, Administrative Coordinator

The regular meeting was called to order by Chair Jacque Stonum at 6:05pm. Advisory Board Chair Jacque Stonum informed the Advisory Board that she had a perceived conflict with the consideration of the ACRB grant requests for FY2017 as her employer was requesting an ACRB grant. She therefore stepped down from the diocese and moved to the audience. Vice Chair Larry Foianini took over the meeting as Chair Pro Tem.

Harrison announced the City Council's approval of the 4 new appointees to the PT&R Advisory Board, the re-appointment of Jacque Stonum, Amy Williamson, Stephen Ropp, and the appointment of Helen Coates. Harrison also introduced the new Parks and Recreation Director, Mr. Todd Feezer.

Motion by Williamson, second by Favret, to approve Resolution AB-2016-03 recommending recreation project requests priorities to the Albany County Recreation Board for funding consideration in Fiscal Year 2017 and forward to Council for their consideration.

The ACRB Grant requesters each presented their projects to the Advisory Board and answered specific questions from Board members.

Motion by Williamson, second by Favret, to amend the order of the projects by moving priority #10 UW Athletics to priority #22. Motion carries 5-1.

Motion by Favret, second by Dixon to keep priority #1 Recreation Center Cost Recovery, #2 Big Brothers/Big Sisters, in the same order of priority, moving priority #5 Laramie early Learning Cooperative up to priority #3, and moving priority #8 Cathedral Home for Children up to priority #4, with the rest of the projects keeping in the same order of priority. Motion carries 5-1.

Motion by Williamson, second by Coates to move priority #12 Infield Tarp Replacement down to priority #17, move priority #13 Cowboy Field Batting Cages up to priority #12, move priority #14 Boulderling Wall to priority #13, moving priority #17 City/UW Little League Complex Dugout Replacement to the new priority #15, move new priority #14 Ice & Event Center operational support down to priority #17. Motion carries 5-0 with 1 abstention.

Motion by Williamson, second by Dixon, to amend the order of the projects by moving priority #15 Boulderling Wall to priority #20. Motion carries 5-1.

Motion by Favret, second by Dixon, to amend the order of the projects by moving priority #21 Healthy Pokes up to priority #15. Motion carries 5-1.

Motion by Williamson, second by Dixon, to reduce the amount of funding for priority #1 Annual Cost Recovery by \$15,000, priority #2 Big Brothers/ Big Sisters by \$3,000, priority #5 Blizzard Soccer by

\$2,000, priority #7 LAHC by \$2,000, priority #13 Ice & Event Center operational support by \$5,000, priority #15 UW Healthy Pokes by \$10,000. Motion failed 3-3.

Motion by Favret, second by Dixon, to reduce the amount of funding for priority #6 Laramie Soccer Association by \$5,000, priority #7 LAHC by \$2,000, priority #8 Laramie Rifle Range by \$5,000, and priority #15 UW Healthy Pokes by \$10,000; making the total amount of funding reduced by \$22,000. Motion carries 5-1.

The floor was opened for public comments.

The final order of projects and funding amounts to be recommended to City Council is as follows:

City Staff Priority	Recreation Organization Requesting Funds	Project Description	Recommended funding
1	City Parks & Rec	Laramie Community Recreation Center - annual cost recovery	\$ 175,000
2	Greater Wyoming Big Brothers/Big Sisters	Recreation entrance fees, rental fees, supplies, equipment, events, employee time, and other associated costs with recreation activities	\$ 25,000
3	Laramie Early Learning Cooperative	Public preschool program replacement equipment	\$ 2,000
4	Cathedral Home for Children	ACES Summer Program support	\$ 6,000
5	Blizzard Indoor Soccer	"The Pitch" Indoor Soccer replacement lighting fixtures	\$ 24,000
6	Laramie Soccer Association	Replacement soccer balls, pop up goals, flags, soccer equipment field user fees	\$ 12,000 7,000
7	Laramie Amateur Hockey Club	Partial initiation program funding and Ice coordinator stipends	\$ 9,780 7,780
8	Laramie Rifle Range	Replacement of multi-purpose shooting shed	\$ 20,000 15,000
9	Laramie Railroad Depot Board	Rebuilding of brick pavers around Depot building	\$ 10,000
10	City Parks & Rec	Little League Complex backstop netting	\$ 16,000
11	City Parks & Rec	Auto Door locks for Cowboy Field and Sandy Aragon Softball Complex	\$ 12,000
12	City Parks & Rec	City/UW Little League Complex Dugout Replacement (engineering design)	\$ 15,000
13	City Parks & Rec	Laramie Ice & Event Center - operational support for additional month of ice	\$ 30,000
14	City Park & Rec	Cowboy Field replacement Batting cages	\$ 20,000
15	UW Kinesiology & Health	UW Healthy Pokes Afterschool program - vehicle (14 passenger van)	\$ 48,500 38,500
16	Laramie Enduro Bike Race	Bicycle event maintenance stands	\$ 2,205
17	City Parks & Rec	City/UW Cowboy Field - infield tarp replacement	\$ 5,800
18	City Parks & Rec	Laramie Community Recreation Center - Cardio Equipment replacement	\$ 10,000

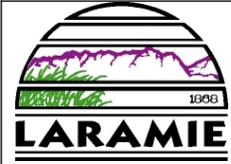
19	City Parks & Rec	Laramie Ice & Event Center - lobby windows	\$ 15,000
20	City Parks & Rec	Laramie Ice & Event Center - replacement curling equipment	\$ 3,000
21	City Parks & Rec	Laramie Community Recreation Center Bouldering Wall	\$ 40,000
22	UW Athletics	Benches, tables and Gazebo for City/UW Outdoor Tennis Courts	\$ 10,000
		<i>Project Totals</i>	\$ 479,375

Meeting adjourned at 9:09pm.

Respectfully Submitted,



Inez Wildenborg
 Administrative Coordinator
 Parks and Recreation, City of Laramie



Agenda Item: Grant

Title: Consideration to accept a grant from the Wyoming Association of Sheriffs and Chiefs of Police (WASCOP) for enforcing underage drinking law in Laramie, in the amount of \$10,985.00.

Recommended Council MOTION:

I move that Council accept a grant from the Wyoming Association of Sheriffs and Chiefs of Police (WASCOP) for enforcing underage drinking law in Laramie, in the amount of \$10,985.00.

Administrative or Policy Goal:

This grant will allow the Laramie Police Department to continue our efforts of reducing underage drinking in Laramie by providing overtime funds for compliance checks in “hot spots” around Laramie, dedicated party patrols, bar checks, “cops in shops” assistance to liquor establishments, active “shoulder tap” enforcement, TIPS training locally, and public education presentations about underage drinking to UW, WTI, and local civic groups. The grant will also provide funding to send three (3) officers to the Office of Juvenile Justice & Delinquency Programs (OJJDP) training conference and to allow officers to attend quarterly meetings of the WASCOP EUDL regional planning teams.

Background:

This is the 10th year that the Laramie Police Department has been awarded similar funds, which are outside and in attrition to funding for compliance checks, to combat underage drinking in Laramie.

Legal/Statutory Authority:

Wyoming statute 12-6-103 specifically allows and outlines the process for conducting underage compliance checks. The statute, for reference:

12-6-103. Compliance.

(a) The department of health, working with local law enforcement agencies and other local individuals and organizations shall be the lead agency in the administration of this article. Nothing contained in this section shall be construed to limit or otherwise alter the authority granted to the department of revenue under any other provision of title 12.

(b) The department of health shall develop strategies to coordinate and support local law enforcement efforts in the enforcement of all state statutes relating to the prohibition of the sale of alcohol products to minors.

(c) The department of health shall have discretion to work with local agencies and individuals in the coordination of local education, prevention and enforcement efforts that appropriately reflect the needs of the community.

(d) For purposes of this section, the term "compliance check" shall mean an inspection conducted pursuant to the provisions of this section for purposes of education or enforcement of laws prohibiting the sale of alcohol to minors. The use of persons age eighteen (18) to twenty-one (21) during compliance checks is authorized subject to the following:

(i) A person participating in a compliance check shall, if questioned, state his true age and that he is less than twenty-one (21) years of age;

(ii) The person's appearance shall not be altered to make him appear to be twenty-one (21) years of age or older;

(iii) Neither a person age eighteen (18) to twenty-one (21) nor his parents or guardians shall be coerced into participating in such inspections;

(iv) In the event that a citation may result the person conducting the compliance check shall photograph the participant immediately before the compliance check and any photographs taken of the participant shall be retained by the person conducting the compliance check;

(v) Any participant or adult aiding a participant in a compliance check under this section shall be granted immunity from prosecution under W.S. 12-6-101 and 12-5-203.

(e) The person conducting a compliance check under this section shall:

(i) Remain within sight or sound of the participant attempting to make the purchase;

(ii) Immediately inform in writing a representative or agent of the business establishment that a compliance check has been performed and the results of the compliance check;

(iii) If the compliance check may result in a citation, within two (2) days, prepare a report of the compliance check containing:

(A) The name of the person who supervised the compliance check;

(B) The age and date of birth of the participant who assisted in the compliance check;

(C) The name and position of the person from whom the participant attempted to purchase alcoholic beverages;

(D) The name and address of the establishment checked;

(E) The date and time of the compliance check; and

(F) The results of the compliance check, including whether the compliance check resulted in the sale or distribution of, or offering for sale, alcoholic beverages to the minor.

(iv) Immediately upon completion of the report required under this subsection, provide a copy of the report to a representative or agent of the business establishment that was checked;

(v) Request a law enforcement officer to issue a citation for any illegal acts relating to providing alcoholic beverages to minors during the compliance check.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	\$10,985.00	
Loans on Project		
Other		
Total	\$10,985.00	

Responsible Staff:

Attachments: EUDL Grant Contract

_____ City Manager _____ City Attorney _____ **Police Department**

Enforcing Underage Drinking Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is PO Box 481, Douglas WY 82633, and Laramie Police Department, whose address is 620 PLAZA CT LARAMIE, WY 82070.

2. **Purpose:** To enforce underage drinking laws and provides education in communities in the state of Wyoming.

3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from October 1, 2015 through September 30, 2016. All services shall be completed during this term.

4. **Payment:**

A. The total amount of this contract shall not exceed (\$10,985.00) from the Prevention for Success Grant.

B. Payment for overtime related to the grant shall be made based upon submission to the Association of activity reports and vouchers submitted on a monthly basis. No payment shall be made by the Association in the absence of the timely submission of a proper invoice. All invoices must be submitted by the 20th of the month following the month in which the authorized expense was incurred or the agency will not be reimbursed.

5. **Responsibilities of the Department:** Department shall use evidence based strategies to reduce youth alcohol use and prescription drug abuse (PFS Grant only), participate in the WASCOP Compliance Check Program, provide a dedicated individual as primary contact for planning, project oversight, and reporting, provide administrative support for data collection on citations and arrests related to UAD enforcement, submit a monthly event based summary data report, and monthly voucher for reimbursement of expenses incurred on the project.

6. **Responsibilities of the Association:**

A. Remit payment to the Department, based on proper monthly invoicing.

B. Make a representative of the Association available to the Department to assist with questions regarding the grant.

7. **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.

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.

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

K. Independent Contractor: The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.

L. Kickbacks: The Department 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. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

B. Americans with Disabilities Act: The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any property promulgated rules and regulations related thereto.

C. Audit/Access to Records: The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.

D. Availability of Funds: Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.

E. Award of Related Contracts: The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.

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

G. Confidentiality and Publicity: All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.

H. Entirety of Contract: This Contract consisting of 5 pages represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

I. Extensions: 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 initiated by the Association and 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

2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.

M. **Nondiscrimination:** The Department 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.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.

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

O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses, distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

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

Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.

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. Time: Time is of the essence in all provisions of the Contract.

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

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

W. Suspension and Debarment. By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended or debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

8. Signatures: In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

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

Wyoming Association of Sheriffs and Chiefs of Police

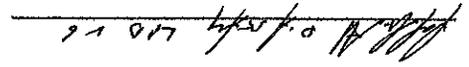
Byron Oedekeoven, Executive Director



Date

01-22-16

Department



Date

27 JAN 16

CITY OF LARAMIE COUNCIL REGULAR MEETING February 16, 2016



Agenda Item: Discussion Item

Title: : Consideration and acceptance of the Bias Crime Report for calendar year 2015.

Recommended Council MOTION:

I move that Council accept the Bias Crime Report for calendar year 2015, in accordance with Laramie Municipal Code 9.08.020.

Administrative or Policy Goal:

Presentation to Council on a yearly basis of any bias related crimes.

Background:

In 2000, the City Council passed a local ordinance mandating a yearly report to Council of all bias related crimes investigated by the Laramie Police Department. The ordinance further mandates that guidelines for the designation of bias crimes be established and that all Laramie police officers are trained in the proper identification, investigation, and classification of bias crimes.

This report has traditionally been presented to Council after completion of the calendar year and after Uniformed Crime Reporting (UCR) statistics are finalized. The report is being presented for consideration and acceptance on a single memorandum at this time.

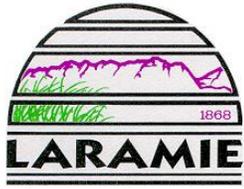
Legal/Statutory Authority:

Laramie Municipal Code 09.08.020

Responsible Staff:

Attachments: 2015 Bias Crime Report memorandum

_____ City Manager _____ City Attorney _____ **Police Department**



**City of Laramie
Police Department
620 Plaza Court
Laramie, WY 82070**

Chief of Police 721-3552
Administration 721-3547
Dispatch 721-2526

16 February 2016

To: Laramie City Council
Fr: Dale A. Stalder, Chief of Police
Re: 2015 Bias Crime Report

In accordance with City of Laramie Ordinance 9.08.020, Bias Crime Reporting, I am submitting this memo as a statistical report of all Bias Crimes committed within the City of Laramie during 2015.

During that period of time, the Laramie Police Department investigated no bias related crimes.

The Laramie Police Department uses standards mandated by the Uniformed Crime Reporting (UCR) section of the Federal Bureau of Investigation. Training is done for all employees of the Department on an annual basis and members of the LARC Division, Records Unit are trained in UCR Reporting. Policy is in place within the Department that guides the investigative process as it relates to bias crime investigations and reporting. Our internal process applies a tiered review of all crimes in which bias is a potential motivating factor.

The Department does not see any single kind of bias crime as becoming prevalent in Laramie nor is there any indication that bias crimes are under-reported at this time due to a social or political culture that would hinder openness within any protected class of citizens within our community.



Agenda Item: Professional Services Agreement

Title: Approval of a Professional Services Agreement for the 2016 Pavement Study Addendum

Recommended Council MOTION:

I move to approve a Professional Services Agreement with DOWL to complete an addendum to the 2010 City of Laramie Pavement Study in the total amount not to exceed \$54,080.00 and authorize the Mayor and City Clerk to sign the Agreement.

Administrative or Policy Goal:

City Comprehensive Plan, Chapter 3: Community Character; City Comprehensive Plan, Chapter 8: Transportation.

Complete an addendum to the City of Laramie Pavement Study that was performed in 2010.

Background:

In January of 2016, staff solicited proposals for an addendum to the 2010 City of Laramie Pavement Study. On January 29, 2016, proposals were received from two (2) consultants in accordance with the RFQ that was advertised. A committee of five staff members from the Community Development Department and Public Works Department evaluated the proposals based on the criteria outlined in the RFQ. The cost for each proposal was submitted in a separate sealed envelope and opened after staff had evaluated all of the outlined criteria and selected the most qualified consultant.

Based on the evaluation DOWL scored the highest overall by staff. Staff therefore recommends approval of the Professional Services Contract with DOWL.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$75,000.00	Capital, 100-4015-429-7910
Grants for Projects		
Loans on Project		
Other		
Total	\$75,000.00	

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$54,080.00	Capital, 100-4015-429-7910
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount	\$54,080.00	Capital, 100-4015-429-7910
Contingency 0%		
Total Amount	\$54,080.00	Capital, 100-4015-429-7910

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	\$75,000.00	Capital, 100-4015-429-7910
Less Amount Spent to Date	\$0.00	
Remainder of Budget	\$75,000.00	Capital, 100-4015-429-7910

Proposed Cost (Approval of this item authorizes preparation of a budget revision for the proposed amount)

Expenditures	Amount	Fund
Proposed Expenditure		
Current Budget		
Additional Amount Requested		
Total Proposed Budget	\$0.00	

Responsible Staff:

William Winkler, Engineer-In-Training
 Eric Jaap, City Engineer
 Randy Hunt, Community Development
 Director

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	
PH Advertised	
Introduction/1 st Reading	February 16, 2016

Attachments:

Professional Services Contract

_____ City Manager _____ City Attorney _____ **Community Development**

**AGREEMENT FOR
PROFESSIONAL ENGINEERING
SERVICES BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
DOWL**

1. **Parties.** This Agreement is made and entered into this ____ day of _____ 2016, by and between the City of Laramie, Wyoming, a municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson Street, Laramie, Wyoming 82070 and DOWL, (hereinafter referred to as “Consultant”) whose address is 1575 N. 4th St. Suite #105, Laramie, Wyoming, 82072.

2. **Purpose of Contract.** The Consultant shall provide professional engineering and other services to perform all operations described in the scope of work and supporting documents necessary to complete the addendum to the 2010 City of Laramie Pavement Study.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from the date of execution through the completion of the work as described in Attachment A, unless otherwise terminated or extended as outlined herein.

4. **Payment.**

A. **Contract Sum.**

(i). City agrees to pay the Consultant for the services described herein and in Attachments A. The Consultant shall provide services in Attachment A for the total projected fee not to exceed the amount of Fifty-Four Thousand Eighty Dollars and Zero Cents (\$54,080.00). Budgets listed in Attachment A are approximate to each task, the overall study is not to exceed the total amount listed. No payment shall be made for work performed prior to the date upon which the last required signature is affixed to this Contract or the date of the Consultant's receipt of a Notice to Proceed, whichever occurs later.

(ii). Reimbursable expenses, including transportation and copying will be included in the remuneration of services listed in Attachment A, which is attached hereto and incorporated herein and shall be included as a reimbursable expense item in the not to exceed amount of this contract.

(iii). Payments under this Contract shall not be based upon a percentage of the construction cost, in accordance with the prohibition at Wyo. Stat. §9-2-1032(e).

(iv). The Consultant may submit monthly invoices for payment based on the work completed as outlined in Attachment A. Monthly invoices for services associated with Additional Services shall have written authorization from the City before proceeding with any additional services. Payments shall be made pursuant to Wyo. Stat. §16-6-602. Payments made beyond forty-five (45) days after invoice will include interest at the legal rate for the State of Wyoming for such period beyond thirty (30) days. Any fees for services must be performed prior to the submission of the invoice. No advance payment for services may be requested.

(v). Records of personnel, consultants, extra and reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis, acceptable to City, and shall be available to City or authorized representatives of City upon request by City.

B. Progress Payments for the Consultant's services, as described in Attachment A shall be for time expended on projects by Consultant and of consultant's sub consultant firms.

5. Responsibilities of Consultant.

A. General Services.

(i). The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The Consultant shall comply with the schedule for the performance of all services as outlined in Attachment A, which is attached hereto and incorporated herein to this Contract and which shall be adjusted, if necessary, as the project proceeds. The schedule shall be in the form of a progress chart so as to indicate by percentage the work completed at any time. The Consultant shall update the progress schedule as requested by City. This schedule shall include allowances for periods of time required for City's review, and for approval of submissions by authorities having jurisdiction over each project. Time limits established by this schedule approved by City shall not, except for reasonable cause, be exceeded by the Consultant.

(ii). The Consultant may have a direct contract with a person or entity to perform a portion of services required by this Contract. Such subcontract to other consultants is at the Consultant's expense, and those expenses will be reimbursable through payment requests as detailed above to the extent it deems necessary to complete the services for the 2016 Pavement Study Addendum in Attachment A and for the public meetings, project reports, and recommendations, including mechanical, electrical, structural and civil engineers licensed as such by the State of Wyoming and any other consultant necessary for the development of the project. The Consultant agrees that it is as fully responsible to City for negligence, negligent acts and omissions of its subconsultant and their agents, and or persons either directly or indirectly employed by them, as it is for the negligence, negligent acts or omissions of person is directly employed by it. Nothing in the foregoing procedure shall create any contractual relation between City and any consultants employed by the Consultant under the terms of this Contract. By written agreement, the Consultant shall require each subconsultant, to the extent of the services to be performed by subconsultant, to be bound to the Consultant by the terms of this Contract, and to assume toward the Consultant all

obligations and responsibilities which the Consultant, by this Contract, assumes toward City.

(iii). The Consultant shall consult, to the extent required by City, with authorized employees, agents and/or representatives of City relative to the 2016 Pavement Study Addendum and completion of the project in Attachment A.

(iv). The Consultant shall designate a principal or staff member of Consultant's staff satisfactory to City as the Project representative who shall, so long as their performance continues to be acceptable to City remain in charge of the engineering services for the project in Attachment A from City Council approval through completion of the work.

(v). The Consultant shall assist City in fulfilling requirements and contingencies set forth or required by appropriate authorities and agencies whose interest bears on the professional engineering and other services to perform all operations necessary to complete the 2016 Pavement Study Addendum as outlined in Attachment A. Appropriate authorities and agencies shall mean any private, local, municipal, county, state, region or federal authority or agency with which each of the projects may be involved. This term is intended to include those agencies and authorities, which may require information or the filing of plans, specifications, or other documentation or verifications in connection with the project in Attachment A on either a voluntary or non-voluntary basis.

(vi). The Consultant shall provide copies of all documents required by City for review and approval by City and the appropriate authorities and agencies. Expenses incurred in reproduction will be reimbursed per the reimbursement schedule in Attachment A.

(vii). The Consultant shall provide professional engineering and other services to complete 2016 Pavement Study Addendum as outlined in Attachment A; services will include professional engineering and other services to complete design, permitting, and bidding, services.

(viii). Extra Services of Consultant. When authorized in advance by means of a written City change authorization, pursuant to the amendment provision of this Contract contained in Paragraph 8(A), shall be paid for by City, as provided Paragraph 4 (B), for each project in Attachment A. If, in the opinion of City, the scope of the extra services significantly changes the terms of this Contract, City has the right to publicly advertise and negotiate for those services without terminating this Contract.

6. Responsibilities of City.

A. Unless otherwise provided in this Contract, City shall provide full information in a timely manner regarding requirements for and limitations on each project in Attachment A.

B. City's Project representative as identified in Paragraph 8 (Q) shall be

authorized to act on the behalf of City with respect to each of the projects in Attachment A. City and/or his designee shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

C. City shall notify the Consultant upon awareness of any deficiencies or defects in the design during the preliminary engineering design phase.

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 or deficiencies in the 2016 Pavement Study Addendum required of the Consultant.

7. **Special Provisions.**

A. **Limitation of Payments.** City's obligation to pay the Consultant for services rendered pursuant to this Contract is conditioned upon the availability of City's funds which are allocated to pay the Consultant. If funds are not allocated and available to pay the Consultant for these services, City may terminate this Contract at the end of the period for which the funds are available.

City shall notify the Consultant at the earliest possible time if this agreement will or may be affected by a shortage of funds. No liability shall accrue to City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit City to terminate this Contract in order to acquire similar services from another party. The Consultant shall be paid for any allowable services provided and expenses incurred prior to receipt of any such notification that City was terminating the Contract because of a shortage of funds.

B. **Assumption of Risk.** Consultant shall assume the risk of any loss of State or Federal funding, either administrative or program dollars, due to Consultant's failure to comply with State or Federal requirements. City shall notify Consultant of any State or Federal determination of noncompliance.

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

D. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

E. **Nondiscrimination.** The Consultant 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. The Consultant 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. The Consultant shall include the provisions of this section in every subcontract awarded in excess of ten thousand dollars (\$10,000) so that such provisions are binding on each subcontractor.

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

G. Immigration Reform and Control Act of 1986. In connection with the performance of the Consultant pursuant to this agreement, the Consultant warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986 (P.L. 99-603, November 6, 1986) which prohibits the hiring, referral or recruitment of aliens not authorized to work, and provides for employer verification that an individual is not an unauthorized alien. The Consultant agrees to send notice to all subconsultants regarding the requirements of the Immigration Reform and Control Act of 1986 and notice that they are expected to comply with all of its provisions.

H. Wyoming Preference Act of 1971. The Consultant shall comply with the "Wyoming Preference Act of 1971". Special attention is called to W.S. §§ 16-6-203: Every person who is charged with the duty of construction, reconstructing, improving, enlarging, altering or repairing any public works project or improvement for the state or any political subdivision, municipal corporation, or other governmental unit, shall employ only Wyoming laborers on the project or improvement. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for the employment from within the state or are not qualified to perform the work involved. A person required to employ Wyoming laborers may employ other than Wyoming laborers if that person informs the nearest state employment office of his employment needs and the state employment office certifies that the person's need for laborers cannot be filled from those listed as of the date the information is filed. Consultant shall also comply with W.S. §§ 16-6-201, 16-6-202, 16-6-204, 16-6-205 and 16-6-206, as applicable.

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 Consultant, including services required of Consultant's subconsultants, may be accomplished after execution of this Contract, without invalidating this Contract, if mutually agreed in writing,

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

C. 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.

D. 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 Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

E. Audit. City and any of its representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract. Additionally, the Consultant shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

F. Award of Related Contracts. City may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other Consultants and City in all such cases and the City shall provide notice to the Consultant prior to awarding any such contract.

G. Compliance with Law. The Consultant's professional services shall be consistent with sound engineering practices 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 laws and/or regulations of which the Consultant 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 the Consultant 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 (X).

H. Confidentiality and Publicity. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by City for its release. The Consultant shall have similar agreements with any subconsultants to maintain the confidentiality of information specifically designated as confidential by City.

I. Entirety of Contract. This Contract, consisting of fourteen (14) pages,

together with Attachment A, which is entitled Scope of Work two (2) pages, Scope of Services three (3) pages, Schedule of Values Summary one (1) page and Proposed Schedule one (1) page for a total of twenty-one (21) pages, and includes all material as outlined in the Request for Qualifications dated January 8, 2016 and amendments, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral, unless otherwise terminated or extended as outlined herein.

J. Ethics. The Consultant 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 the Consultant's profession.

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

L. Indemnification.

(i) General Indemnity: The Consultant shall indemnify, defend and hold harmless the City, and their officers, agents, employees, successors and assignees from any and all third party claims, losses and liability arising out of the Consultant's work under the Agreement providing that such a claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

(ii). Professional Liability Indemnifications: The Consultant agrees to indemnify and hold the Owner harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceeding for professional negligence would be barred by the applicable statute of repose or statute of limitations.

(iii). Without limitation as to other remedies, which City may have, the Consultant will without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.

M. Independent Contractor. The Consultant shall function as an independent Contractor for the purposes of this Contract, and shall not be considered an employee of the City of Laramie for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant 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. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of the Consultant or their agents and/or employees as a result of this Contract.

N. Kickbacks. The Consultant 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. The Consultant shall provide the City with a certification under oath that he has not in any way been involved in any gratuities, kickbacks or contingent fees in connection with his selection or ultimate performance under this contract. If the Consultant 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.

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

P. Notice and Approval of Proposed Sale or Transfer of Consultant. The Consultant shall provide City with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract. If City determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Consultant's obligations under this Contract, then City may, at its option, terminate or renegotiate the Contract.

Q. Liaison and Notice City's and Consultant's Designated Representatives.

(i) City's designated representative is William Winkler, EIT, PO Box C, Laramie, WY 82073: telephone number: (307) 721-5273, cell phone number: (307) 343-0749, and email: wwinkler@cityoflaramie.org

(ii) The Consultant's project representative is Kasey Jones, Geotechnical Engineering Manager, 1545 N. 4th St. Suite #105, Laramie, Wyoming, 82072, telephone number: (307) 332-3285, and email: KJones@dowl.com

(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.

R. Insurance. The Consultant shall maintain the following insurance:

(i). **Comprehensive General Liability.** The Consultant shall have and maintain comprehensive general liability insurance coverage during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations in an amount not less than one million each occurrence and one million dollars (\$1,000,000.00) in the general aggregate.

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

(iii). **Professional Liability or Errors and Omissions Liability Insurance.** The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the City from any and all claims arising from the Consultant's alleged or real professional errors, omissions or mistakes in the performance of professional duties by the Consultant or his structural, electrical, or mechanical engineering consultants in an amount not less than one million dollars (\$1,000,000.00).

(iv). **Business Automobile Liability.** The Consultant shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

(v). **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. The Consultant 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.

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

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

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

(ix). **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 the Consultant 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.

S. **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans and specifications, prepared by the Consultant, whether complete or incomplete, shall be and remain the property of City and any other, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of City. City will not revise any of the construction documents without prior written approval of the Consultant.

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

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

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

W. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

X. **Termination of Contract.**

(i). If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if either party shall violate any of the covenants, Contracts or stipulations of this Contract, the other party shall thereupon have the right to terminate

this Contract if such default or violation is not corrected within fifteen (15) days after submitting written notice to the other party. Documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under their Contract shall then immediately be turned over to the City. In the event of such termination, The Consultant shall be entitled to receive just and equitable compensation, not to exceed the agreed amount for services provided before termination, for any satisfactory work completed on such documents and other materials prior to receipt of Notice of Termination including reimbursable expenses then incurred less any damages sustained by City incident to the Consultant's breach.

(ii). In event of termination, all finished or unfinished design development and construction documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall be immediately surrendered to City.

(iii). In the event of termination, City shall pay to the Consultant, 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 work. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents, whether delivered to City or in the possession of City and to authorized reimbursable expenses.

(iv). If, upon payment of the amount required to be paid under this paragraph herein following the termination of this Contract, City thereafter should determine to complete the original project or substantially the same project, City for such purposes shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates, and other construction documents prepared under this Contract by the Consultant without liability to the Consultant or its subconsultants. At the Consultant's request, City agrees to credit the Consultant which such authorship as may be due him or her, but is not required to renew the Contract. City will not reuse any of the construction documents without prior written approval of the Consultant.

Y. 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.

Z. Disputes/Remedies. In seeking to resolve any dispute relating to this Contract, City does not waive its sovereign immunity. Any dispute or claim arising out of or relating to this Contract may be assigned to non-binding mediation upon mutual agreement of the parties, in

accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Contract.

AA. Limitations on Lobbying Activities. In accordance with P.L.101-121, any payments made from a Federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying Congressmen, or any other Federal Department in connection with the award of a Federal grant, contract, cooperative agreement, or loan. The Consultant and any subcontractors shall submit a certification statement and disclosure form acceptable to the State before commencement of the work.

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

CC. Warranty. The Consultant warrants the following:

- (i). has the ability to perform the agreed services;
- (ii). shall provide suitable resources to perform work in accordance with agreed services;
- (iii). will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided;
- (iv). shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and
- (v). is responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by the Consultant under this Contract.

DD. Patent or Copyright Protection. Consultant 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 Consultant or its sub-consultants will violate any such restriction.

EE. 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 Consultant 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.

FF. 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.

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

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

II. Time is of the Essence. Time is of the essence in all provisions of the Contract.

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

CITY OF LARAMIE, WYOMING:

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

Attest: _____
Angie Johnson, City Clerk

CONSULTANT: DOWL

By: _____

Title _____

CITY OF LARAMIE, WYOMING
ATTACHMENT A
SCOPE OF WORK
PAVEMENT STUDY ADDENDUM
January 8, 2016

The City of Laramie is providing the following minimal scope for the 2016 Pavement Study Addendum.

1.00 PROJECT GOALS

- a. City staff is looking to complete an addendum to the 2010 City of Laramie Pavement Study.
- b. The Engineer shall evaluate project objectives as outlined in the request for qualifications and scope of work.
- c. The Engineer shall make recommendations as to where the City should adjust their current pavement standards, specifications, and details.
- d. The Engineer shall review the existing pavement study and make recommendations for any changes or updates.
- e. The product of the addendum shall formally amend the current Supplementary Specifications and Standard Details regarding the design, placement, and testing of plant mix pavement currently used by the City of Laramie.
- f. Once completed this study will be used to direct engineers in the design and placement of plant mix pavement for City streets.

2.00 THE ADDENDUM WILL INCLUDE THE FOLLOWING (minimum)

- a. Certification statement by a Wyoming Professional Engineer.
- b. Updated City of Laramie Pavement Study
- c. Summary of existing standards, specifications, and details.
- d. Summary of common industry standards and practices regarding:
 - i. Warm Mix Asphalt
 - ii. Hot Mix Asphalt
 - iii. Mix Designs
 - iv. Material Placement
 - v. Material Testing
- e. Modified City of Laramie standards and supplementary specification
- f. Recommendation for:
 - i. Warm Mix Asphalt
 - ii. Hot Mix Asphalt
 - iii. Mix Designs
 - iv. Material Placement
 - v. Material Testing

3.00 MEETINGS (minimum)

CITY OF LARAMIE, WYOMING
ATTACHMENT A
SCOPE OF WORK
PAVEMENT STUDY ADDENDUM
January 8, 2016

- a. **KICK OFF MEETING**
Engineer shall meet with City staff to go over areas of concern, discuss project parameters, scheduling constraints, and other relevant information.
- b. **PROJECT MEETINGS FOR STUDY (Engineer to determine, minimum 2)**
- c. **DRAFT ADDENDUM REVIEW**
Following review of a draft addendum the Engineer shall meet with City staff to go over any comments. The Engineer shall produce meeting minutes of the meeting.
- d. **FINAL DRAFT ADDENDUM REVIEW**
Following review of the final addendum the Engineer shall meet with City staff to go over any comments. The Engineer shall produce meeting minutes of the meeting.
- e. The Engineer may propose any additional meetings needed.

4.00 OTHER INFORMATION

- a. All draft submittals shall be submitted electronically as PDF documents.
- b. Final submittals shall be submitted electronically as both Microsoft Word and PDF documents. Fifteen (15) paper copies of the report shall also be printed and given to the City.

SCOPE OF SERVICES

This Scope of Services includes professional services for the Laramie Pavement Study Addendum. The following detailed scope of services has been developed based on input from the City of Laramie and reflects the final selected scope of services.

TASK 1 - ENGINEERING DESIGN PHASE

Task 1.1 – Project Management

Coordination. The Project Team will staff and manage this project to provide the City of Laramie with specific project deliverables. This task includes the following elements:

- ◆ Manage engineers and technicians to accomplish the required work effort.
- ◆ Monitor budget and schedule.
- ◆ Prepare monthly invoices and project status reports as requested.
- ◆ Provide ongoing senior review of project development and deliverables. Senior staff will also be targeted to review major deliverables prior to submittal.
- ◆ Coordinate all communication between the City of Laramie and Project Team staff.

Meetings. The Project Team will participate in a preliminary “kick-off” meeting. The purpose of this meeting is to obtain Owner input, establish project goals, and develop the basis for the addendum. Two (2) project meetings will be held throughout the project in addition to a draft addendum review meeting and final review meeting. In addition to the above meetings, two public meetings will be held to receive input from area contractors. It is assumed that one of the public meetings will be held in conjunction with one of the project meetings (same day). It is assumed that no other meetings will be held. It is assumed that meeting durations will not exceed 1 hour. It is also assumed that meeting participants will include the lead geotechnical engineer, local materials specialist, and office/client manager.

Task 1.2 – Update Pavement Study

DOWL will update the existing Study in all areas necessary. We anticipate taking a close look at the existing document with the City to determine areas of focus. Based on our experience with the Study, we expect the update will include the following aspects.

Regional Aggregate Sources. In the original Study regional aggregate sources were researched and evaluated. DOWL will contact local suppliers to verify that materials listed in the Study are still readily available. This task does not include laboratory testing.

Pavement Section Evaluations

Traffic

DOWL will examine recent traffic counts within the City and compare them to traffic assumptions within the existing Study. This will help, not only quantify volumes, but also examine growth. This task includes review of readily available information and does not include collecting new traffic counts.

Soil Support Characteristics

Since completion of the Study, DOWL has completed many subsurface exploration projects throughout Laramie. Knowledge gained from these projects will be incorporated into modifying soil support characteristics throughout Laramie. This will include updating the soil zone map. This task does not

include additional soil borings.

Pavement Design Parameters and Section Evaluations

We will closely examine all pavement design inputs to verify validity. Parameters identified for change will be discussed with the City along with the implications of such changes. Following development of revised design parameters, previous pavement sections will be evaluated and modified as necessary. In addition, each design input parameter will be examined for its influence on design with tables being included in the addendum.

General Recommendations Updates. DOWL will carefully examine all recommendations contained within the existing Study and include updates as deemed appropriate. This will include such items as geotextiles/geogrid, earthwork, drains and materials.

Maintenance and Life Cycle Costs. We will work with the City to examine and modify (as necessary) the minimum recommended maintenance program. This will be based on practices currently used by the City along with planned modifications by the City to their maintenance program. Using the revised maintenance program along with revised unit prices from recent bids, Life Cycle Costs will be revised and brought up to date.

Future Design Tools. We will examine the future design tools contained within the current Study and update them based on revised soils, traffic, and pavement parameters that are identified during the update process. We will also seek feedback from the City regarding ways to improve the tools and make them more user friendly. Included will be a guidance sheet and example design.

Task 1.3 - Asphalt and Materials Specifications

Summarize Existing City Standards Specifications, and Details. DOWL will work closely with the City to inventory all existing City standards, specifications, and details regarding pavements. Following the inventory, a thorough review will be completed of the documents and deficiencies will be identified.

Summarize Industry Standards and Practices. DOWL will research common industry standards and practices regarding pavement. Due to our extensive experience, we are familiar with many standards and practices including WYDOT, AASHTO, and FHWA. This will be summarized and cataloged in an easy to use format and will include warm mix asphalt, hot mix asphalt, mix designs, materials placement, and material testing. We will supplement the information with knowledge gained from our experience and expertise.

Modify City of Laramie Standards and Specifications. City standards and supplemental specifications related to pavements will be modified based on both deficiencies identified in current City documents and common industry standards and practices. To facilitate the modifications, a comparison matrix will be developed that compares proposed changes to existing specifications. This will also include updating the City's supplemental specifications to the Wyoming Public Works Standard Specifications as well as updating applicable standard details. It is assumed that modified details will only include pavement patches, pavement restoration, and standard street sections. The intent will be to develop a set of documents and guidelines that will assist the City with all aspects of pavements ranging from design through construction.

Recommendations. In conjunction with modifying standards and specifications, DOWL will provide recommendations regarding warm mix asphalt, hot mix asphalt, mix designs, materials placement, and

material testing. These recommendations will help the City enhance the pavement that is being placed on City streets.

Task 1.4 – Construction Assistance

DOWL will provide guidance and tools to help the City better manage projects during construction. This will include creating a tool that connects the actual placed material to the original design and the resulting life expectancy.

Task 1.5 – Mechanistic Design

DOWL will utilize AASHTO’s Mechanistic Design procedure to help establish pavement characteristics such as oil type, asphalt content, and concrete strength to assist with specification development. This does not include re-evaluating pavement sections.

Task 1.6 – Executable Design Program

DOWL will convert design charts into executable spreadsheets. It is assumed this will be a digital version of the Future Design Charts and will include both asphalt and concrete pavements.

Task 1.7 – Training

DOWL will provide either training documents or face-to-face training regarding any of the aspects included within the existing Study or Addendum. This could include design tool usage or the procedures behind lab testing for example. For budgeting purposes we have assumed two 4-hr training sessions – one focused on the engineering side of the study and one focused on the materials side of the study.

Task 1.8 – CBR Research

DOWL will incorporate an in-house empirical method of estimating California Bearing Ratios into the Addendum to assist with estimating soil support. This will allow a level of design somewhere between the soil zone map and actual strength testing.

Task 1.9 - Beta Mix Design

DOWL will develop a mix design specific to Laramie and local materials. Information gained from this mix design will assist in specification development.

Task 1.10 – Final Document Development

Following the previously described efforts regarding updating the existing Study and modifying the City’s specifications, a final addendum document will be produced. This will include a draft document for both the draft and final reviews efforts along with the final published addendum.

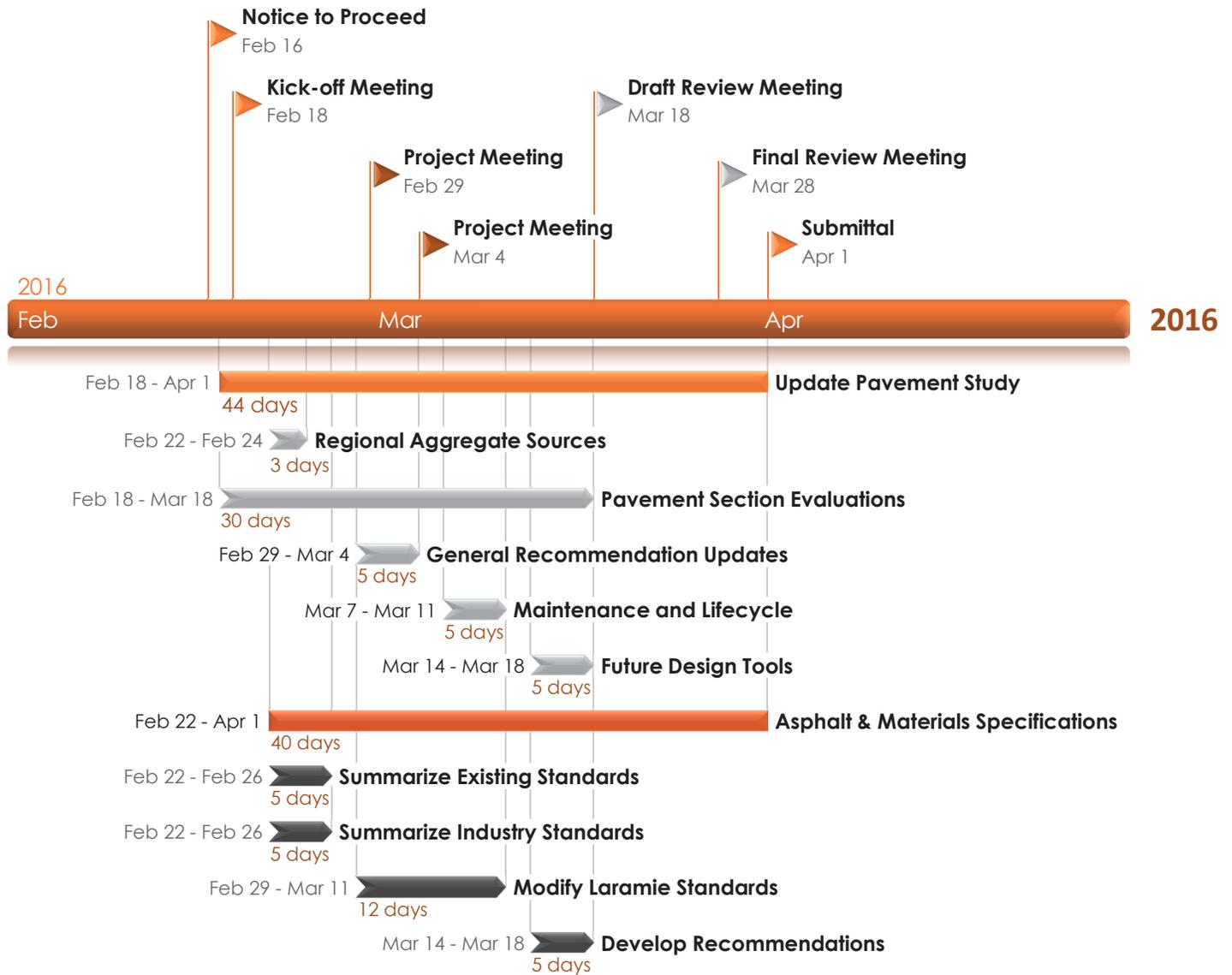
SCHEDULE OF VALUES SUMMARY

DOWL appreciates the opportunity to submit the below schedule of values and attached Scope of Services for the above referenced project. The Scope of Services is based on discussions with the City of Laramie.

DOWL proposes to complete the tasks identified in the enclosed Scope for the lump sum amount of \$54,080 (fifty four thousand eighty dollars). We envision invoicing would be on a percent complete for the total project. The following is a breakout of the associated tasks contained within the Scope of Services. We would be happy to provide additional information as required.

Project Management, Coordination, & Meetings	\$9,865.00
Update Pavement Study	
Regional Aggregate Sources	\$425.00
Pavement Section Evaluations	\$4,880.00
General Recommendations Updates	\$600.00
Maintenance & Life Cycle Costs	\$760.00
Future Design Tools	\$2,400.00
Asphalt & Materials Specifications	
Summarize Existing City Standards	\$1,320.00
Summarize Industry Standards	\$1,600.00
Modify City Standards	\$3,270.00
Additional Recommendations	\$690.00
Scope Additions	
Construction Assistance	\$3,520.00
Mechanistic Design	\$1,200.00
Executable Design Program	\$3,240.00
Training	\$2,940.00
CBR Research	\$3,600.00
Beta Mix Design	\$5,500.00
<u>Final Document Development</u>	<u>\$8,270.00</u>
 TOTAL	 \$54,080.00

The following illustrates our proposed schedule. As you can see, we anticipate completing your project ahead of the required deadline.





Agenda Item: Licensing

Title: Consideration of Transfer of Ownership of Retail Liquor License, from Cowboy Bar, Inc. to Jona, Inc. 2415 Grand Avenue.

Recommended Council MOTION:

To approve the transfer the ownership of Retail Liquor License #15 from Cowboy Bar, Inc. to Jona, Inc., 2415 Grand Avenue, Laramie, WY, and authorize the Mayor and Clerk to sign.

Background:

Cowboy Bar, Inc. has changed the ownership of Liquor License No. 15 to Jona, Inc. This is a parked license at this point, as the building has not been built. The application documentation appears to be complete. All required attachments have been received by the City. Wyoming Liquor Division has received the application documents for review and approved [W.S. 12-4-104(d)]

Legal/Statutory Authority:

W.S. 12-4-101, 12-4-601 through W.S. 12-4-603, LMC Sections 5.09.125 through 5.09.18.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$100.00	
Grants for Projects		
Loans on Project		
Other		
Total	\$100.00	

Responsible Staff: City Clerk

Public Hearing Held: February 16, 2016

_____ City Manager _____ City Attorney _____ Choose an item.

**FOR NEW LICENSES AND TRANSFER
LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY**

To be completed by the City, Town or County Clerk:

Date Filed: 01 / 27 / 2016

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u>1500.00</u>	\$ <u>-</u>
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	\$ _____
Total License Fee Collected	\$ <u>100.00</u>	\$ _____
Publishing Fee Collect:	\$ <u>will bill from newspaper</u>	

Required Attachments Received: Yes bill

Advertising Dates(2 wks): 2/2/16, 2/11/16

Hearing Date: 02 / 16 / 2016

Local Licensing Number: #15

For the license term: 02 / 16 / 2016
Month Day Year

Through: 05 / 07 / 2016
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Formerly Held by: Cowboy Bar, Inc.

Applicant: Jona, Inc.

Trade Name (dba): _____

Premise Address: 2415 Grand Avenue
Number & Street

Laramie WY 82070 Albany
City State Zip County

Mailing Address: P.O. Box 2390
Number & Street or P.O. Box

Casper WY 26402
City State Zip

Business Telephone Number: (307) 234-0583

Fax Number: _____

E-Mail Address: Tsmith@mcmurry.net

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

FILING FOR <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP	TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only (Bar) <input type="checkbox"/> off-premise only (Package Store) <input type="checkbox"/> combination on/off premise (Both) <input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL <input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)	To Assist the Liquor Division with scheduling inspections: DO YOU OPERATE? <u>Parted</u> <input type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)
FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF <u>Laramie</u> <input type="checkbox"/> COUNTY OF _____		
FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION		

1. Location of License:
 (a) Give a description of the dispensing room and state where it is located in the building (e.g. 10 x 12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i): (Please submit a drawing of the establishment that includes the dispensing room)
building has not been built

(b) If Winery or Microbrewery, also list manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
A part of Lot 5A of Lot Consolidation of Lots 9+3 Blk 1 and Lots 5, 10, 11, 12+13, Blk 1 University of Wyoming Mat 2 A, Laramie, Albany County, Wyo.; B-2 zone

2. Do you W.S. 12-4-103 (a) (iii):
 (1) OWN the building in which sales room is located? YES (own)
 (2) LEASE the building in which sales room is located? Property YES (lease)

(A) DATE lease expires 12-31-2055 located on page 2 paragraph 2 of lease document.
 (B) Provision for SALE of alcoholic or malt beverages located on page 1 paragraph 2 of lease.
NOTE: Attach a true copy of the lease to application. Lease **MUST** contain provision for **SALE OF ALCOHOLIC or MALT BEVERAGES** and be valid **THROUGH** the **TERM OF THE LICENSE** W.S. 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:
-
5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b) YES NO
If "YES", explain: _____
6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):

8. (a) Have you submitted a valid food service permit upon application?
W.S. 12-4-407(a) W.S. 12-4-413(a) YES NO
- (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b) YES NO N/A

RESORT LICENSE: Complete questions 9(a) through 9(c):

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license?
W.S. 12-4-412(b)(iii) YES NO
- If "YES", please specify type: Microbrewery Winery Retail
 Restaurant Resort Bar & Grill:
11. (a) Do you self distribute your products? YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? YES NO

ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:

12. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) The name and address of the grand lodge or national organization is: _____
- (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge? YES NO
- (c) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (d) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

13. VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) The name and address of the National Veterans organization is: _____
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes? YES NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

- 16. (a) If applicant is an Individual or Partnership:** State the name, date of birth and residence of each applicant or partner, if the application is made by more than one individual or by a partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

- (b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Susan K. MS Murry Pres.	12/23/1946	4641 E. 29th Casper WY 82409	307-234-0097	17	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Cary E. Bris Sec. Treas.	2/19/1976	5710 E. 22nd St. Casper WY 82409	307-333-5740	9		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

SS.

COUNTY OF Natrona

Before Me, Michelle Thompson (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for

Natrona

County, State of Wyoming, personally appeared

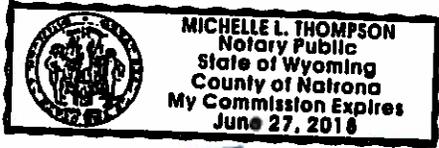
Cary E. Brus

name he/she being first duly sworn

(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



1. Cary E. Brus
2. _____
3. _____
4. _____

My Commission expires: June 27, 2018

Witness my hand and official seal:

Michelle L. Thompson
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 1/20/2016

REQUIRED ATTACHMENTS:

- ✓ (a) Attach any lease agreements W.S. 12-4-103 (a) (iii).
- (b) If the building is not in existence, an architect's drawing or suitable plans of the room and the premises to be licensed must be attached W.S. 12-4-102 (a) (i).
- ✓ (c) A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- (d) Restaurant or Bar & Grill Liquor License applicants must include a copy of the CURRENT food service permit W.S. 12-4-407 (a) or 12-4-413 (a).
- (e) Include a drawing of the dispensing room W.S. 12-5-201 (a).
- ✓ (f) Check or bank draft as payment for the application and publishing the notice of application (Direct billing is permissible for publication fees) W.S. 12-4-101-4 (a).
- ✓ (g) If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

FORWARD DEVELOPMENT, LLC



**P. O. Box 2390
Casper, WY 82602**

January 20, 2016

Angie Johnson
City Clerk
City of Laramie
P. O. Box C
Laramie, WY 82073

Dear Angie:

Forward Development, LLC, owner of Cowboy Bar, Inc. hereby assigns Retail Liquor License #15 to Jona, Inc.

Sincerely,

Cary E. Brus

Cary E. Brus
Manager

LEASE

This Lease, hereinafter referred to as "Lease," made and entered into effect the 1st day of January, 2016, by and between University Plaza, LLC, hereinafter referred to as "Lessor," and Jona, Inc. hereinafter referred to as "Lessee."

1. Witnesseth. That for and in consideration of the payments to be made by the Lessee, as hereinafter set forth, and of the covenants and agreements hereinafter expressed and of other good and valuable consideration, Lessor does hereby lease and let unto Lessee, a building as yet to be built on property known as the University of Wyoming Plaza in Laramie, Wyoming. This lease does allow for the sale of alcoholic beverages and a dispensing room in the future building.
 2. Term. The term of this Lease shall commence on January 1, 2016, (the "Commencement Date") and continue until December 31, 2019, unless sooner terminated under any provisions of this Lease. Upon expiration of said initial term, this Lease shall automatically renew for one year terms until (a) terminated by either party, without cause or penalty, upon not less than thirty (30) days prior written notice, with the effective date of notice of termination to be on the first day of the first calendar month following the month in which said notice is received, or (b) terminated under any other provision hereof.
 3. Miscellaneous:
 - a. Lessee shall not assign this Lease, either in whole or in part, nor sublet the Leased Premises, or any part or parts thereof, without first obtaining in each instance Lessor's advance consent in writing.
 - b. Any notice to be given pursuant to or in connection with this Lease to Lessor, and any other communications, shall be addressed to University
-

Plaza, LLC, 441 Landmark Drive, Casper, Wyoming 82609. Any notice to be given to or in connection with this Lease to the Lessee shall be addressed to Jona, Inc., 441 Landmark Drive, Casper, Wyoming 82609. Either party may change its address by notice given in accordance with this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LESSOR:
University Plaza, LLC

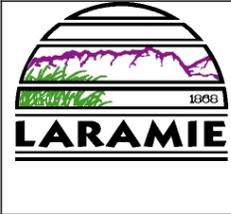
LESSEE:
Jona, Inc.

By: Cary E. Buns
Title: MANAGER

By: Cary E. Buns
Title: MANAGER

Jona, Inc.
Summary Balance Sheet
As of January 20, 2016

	Jan 20, 18
ASSETS	
Current Assets	
Checking/Savings	14,676.07
Other Current Assets	8,355,459.15
Total Current Assets	<u>8,370,135.22</u>
Fixed Assets	54,127.77
Other Assets	22,464,914.10
TOTAL ASSETS	<u><u>30,889,177.09</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	2.58
Total Current Liabilities	<u>2.58</u>
Total Liabilities	2.58
Equity	30,889,174.51
TOTAL LIABILITIES & EQUITY	<u><u>30,889,177.09</u></u>



Agenda Item: Grant

Title: Resolution 2016-16 authorizing the submittal of a Community Development Block Grant (CDBG) application to the Wyoming Business Council in amount not to exceed \$120,000 to fund roof repairs at the Laramie Plains Civic Center.

Recommended Council MOTION:

Move approve Resolution 2016-16 authorizing the submittal of a CDBG application to the Wyoming Business Council in amount not to exceed \$120,000 roof repairs at the Laramie Plains Civic Center and authorize Mayor and Clerk to sign.

Administrative or Policy Goal:

Background:

The Laramie Plains Civic Center is seeking a CDBG award from the Wyoming Business Council in an amount not to exceed \$120,000 to support the replacement of three sections of the roof on the southeast and northwest sides of the building. Laramie Plains Civic Center has received two different cost estimates for the project and expect that the total cost to be \$120,000. The project includes removing the old roof and installing a new roof and roof drains.

The Laramie Plains Civic Center sought a Mineral Royalty Grant from the Office of State Lands and Investment, however, the State Land and Investment Board declined the request during its January meeting. The Laramie Plains Civic Center has determined that a CDBG award is another funding option. CDBG funds originate at the federal level from Housing and Urban Development and are awarded to the Wyoming Business Council to distribute to qualifying cities, towns, counties, and tribes on a competitive basis. Because the Laramie Plains Civic Center is not a qualifying applicant for these funds, it must pursue these funds through the City of Laramie.

The City of Laramie is not being asked to fund the match for this grant or any portion of this project, however, if awarded the City will make a significant investment of staff time and resources in project management and grant administration to both assure federal compliance and adherence to applicable City of Laramie policies. Additionally, if the grant is awarded, a Project Development Agreement with the Laramie Plains Civic Center outlining individual roles and responsibilities will be drafted and executed prior to executing a grant agreement with the Wyoming Business Council.

The Laramie Plains Civic Center will hold the required public hearing for this grant on Monday, February 15, 2016 and staff will forward minutes from that meeting in advance of the Laramie City Council meeting. Staff has confirmed with the Wyoming Business Council that the Joint Powers Board can hold the public hearing.

Legal/Statutory Authority:

This is a qualifying BRC project and the City is an eligible applicant.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Project Budget		
Grants for Projects	\$110,000	BRC, Business Comiitted
Loans on Project		
Other	\$110,000	

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$110,000	
Loans on Project		
Grants for Project	\$110,000	BRC, Busienss Committed
City's Amount	\$ -	
Other		
Total Amount	\$110,000	

Responsible Staff:

City Manager, Janine Jordan, x5226

Grant Analyst, Sarah Reese, x5201

Attachments: Resolution and Public Hearing Notice

_____ City Manager _____ City Attorney _____ Choose an item.

PUBLIC NOTICE

The Laramie Plains Civic Center Joint Powers Board of the City of Laramie is seeking public input and public comments on an Economic Development Infrastructure Community Development Block Grant (CDBG) application. The Joint Powers Board is interested in obtaining funding for roof replacement. The grant request contemplated will not exceed \$120 ,000.

Other possible CDBG applications may be considered provided they support at least one of three National Objectives:

1. Benefit to low and moderate income persons
2. Aid in the prevention or elimination of slums or blight
3. Activities designed to meet community development needs having a particular urgency.

The Wyoming Business Council administers the CDBG Program and lists the available funding on their web site at <http://www.wyomingbusiness.org/program/cdbg-applications-and-rules/3286>.

A public hearing to take public testimony and solicit public opinion on this matter will be held on Monday, February 15th 2016 at 5:15pm in the Laramie Plains Civic Center, room 208 in Laramie, Wyoming. Accommodations will be made for handicapped and non-English speaking minority individuals who wish to attend the Public Hearing.

Program rules are available at the Wyoming Business Council web site at <http://www.wyomingbusiness.org/program/cdbg-applications-and-rules/3286> .



Pat Gabriel, LPCC JPB Chair

Publish: 02/07/2016

RESOLUTION 2016-16

RESOLUTION SUPPORTING THE FILING OF AN APPLICATION BY THE CITY OF LARAMIE WITH THE WYOMING BUSINESS COUNCIL (WBC) FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AWARD IN AN AMOUNT NOT TO EXCEED \$120,000 TO FUND ROOF REPLACEMENT AND REPAIRS AT THE LARAMIE PLAINS CIVIC CENTER.

WHEREAS funding for the CDBG program originates at the federal level via Housing and Urban Development which makes a WBC to award to qualifying cities, towns, counties and tribes;

WHEREAS the Laramie Plains Civic Center has requested the City of Laramie sponsor an application on its behalf;

WHEREAS, the total amount is the Laramie Plains Civic Center is seeking is \$120,000 to be used to repair or replace sections of the roof on the southeast and northwest sides of the building;

WHEREAS the City of Laramie will contribute no funds to match this grant or for any portion of this project, however, a significant amount of staff time will be invested in project management and grant administration;

WHEREAS, if awarded, the City of Laramie will draft and execute a Project Development Agreement with the Laramie Plain Civic Center outlining roles and responsibilities in project management and administration in advance of acceptance of the grant award from the Wyoming Business Council;

WHEREAS the Laramie Plains Civic Center Joint Powers Board hosted a public hearing on February 15, 2016 and forward meeting minutes to the Governing Body of the City of Laramie, which in turn, gave full consideration of all comments received;

NOW THEREFORE THE CITY COUNCIL 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 City Council supports the filing of an application by the City of Laramie with the WBC for a CDBG award in an amount not to exceed \$120,000 to fund roof replacement at repairs at the Laramie Plains Civic Center

Section 3. If awarded, the City of Laramie draft and execute a Project Development Agreement with the Laramie Plain Civic Center outlining roles and responsibilities in project management and administration in advance of acceptance of the grant award from the Wyoming Business Council.

PASSED, APPROVED, AND ADOPTED THIS 16th day of February, 2016.

ATTEST

MAYOR

CITY CLERK



Agenda Item: Resolution

Title: A resolution designating recreation project request priorities to the Albany County Recreation Board for funding consideration in fiscal year 2017

Recommended Council MOTION:

I move that Council approve Resolution 2016-17 designating recreation project request priorities to the Albany County Recreation Board for funding consideration in fiscal year 2017 and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

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

Comprehensive Plan: Chapter 4 Parks & Recreation

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

Background:

The Albany County Recreation Board (ACRB) consists of five members appointed by the Albany County School District. The Board’s primary source of funding is the one mill recreation levy imposed by the School District. As specified in the by-laws the ACRB will receive proposals for recreation projects, which may include facilities, construction, programs, maintenance and operation, and equipment, to be funded by the ACRB. The ACRB will not receive proposals from entities other than the City of Laramie, Albany County, Town of Rock River, and Albany County School District. The ACRB will not allocate funds to non-governmental recreation organizations.

The ACRB may make allocations and expenditures for the construction, maintenance, operation, improvement, equipment, and development of recreation facilities within Albany County. The School Board has discretion whether to levy the recreation mill each year. The ACRB cannot obligate recreation mill funds beyond the current fiscal year. Proposals concerning capital projects with expenditures beyond one fiscal year may be funded if the sponsor shows the ACRB that the sponsor has made provision to finance the projects if the mill levy is not renewed and/or the following fiscal year’s expenditure is not subsequently approved by the ACRB. The ACRB is estimating the total recreation mill funding for FY2017 at approximately \$470,000.00.

The City prepared a Request for Proposal (RFP) process along with a legal notice in the Laramie Boomerang to solicit grant requests from community recreation organizations and clubs that provide recreation programs and facilities in partnerships with the City of Laramie. This year there were twenty two ACRB grant request proposals received from community recreation providers, organizations and clubs totaling \$493,375.

Below is the amount of City grant requests approved by the ACRB each of the previous 7 fiscal years along with the City’s average grant awards over the past 7 fiscal years. I would anticipate that the ACRB would consider awarding grants close or equal to the previous funding levels.

FY2010

\$332,720

FY2011	\$383,521
FY2012	\$348,521
FY2013	\$342,215
FY2014	\$382,170
FY2015	\$378,815
FY2016	\$352,086
Seven-year average funding level	\$360,007

I would note that the attached spreadsheet lists all of the ACRB grant requests in order of priority, along with a few reductions of the recommended amounts of the grant requests based upon the presentations and questions/answers from the Advisory Board and the grant representatives at their January 20, 2016 special meeting.

After the Advisory Board meeting the staff evaluated the City’s grant request projects and are withdrawing 3 of the grant requests from further consideration, with an explanation listed in parentheses below.

- Priority #19 Laramie Ice & Event Center – lobby windows \$15,000
(There is some remaining SPT defeasance funding from Sampson Construction that may fund this grant request)

- Priority #20 Laramie Ice & Event Center – replacement curling equipment \$ 3,000
(There is some remaining SPT defeasance funding from Sampson Construction that may fund this grant request)

- Priority #21 Laramie Community Recreation Center – Boulderling Wall \$40,000
(The remaining SPT defeasance funds that were planned for matching this request. With the potential budget reductions, the staff are recommended to utilize the remaining SPT defeasance funds to cover the pool resurfacing project in fiscal year 2017.)

The staff would recommend that all of the remaining grant requests in order of priority be forwarded to the Albany County Recreation Board for funding consideration with the understanding that historically only approximately \$360,007 of grant requests will be approved by the ACRB for fiscal year 2017.

The Council could at their discretion raise or lower the funding levels of some or all of the grants, or re-prioritize the grant requests as currently recommended by the Parks, Tree and Recreation Advisory Board.

Please note that the ACRB grant requests must be submitted to the Albany County Recreation Board by March 1, 2016 for funding consideration for fiscal year 2017.

Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	\$364,870.00	Albany County Recreation Board
Loans on Project		
Other		
Total	\$364,870.00	

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$364,870.00	
Loans on Project		
Grants for Project	\$364,870.00	Albany County Recreation Board
Other/Outside Projects		
City's Amount	\$0.00	
Contingency 0%	\$0.00	
Total Amount	\$364,870.00	

Responsible Staff:

Paul Harrison, Parks and Recreation Director at 721-5260 or Todd Feezer, Assistant Director of Parks and Recreation at 721-5348.

Attachments:

Resolution 2016- ____, Minutes from the January 20, 2016 special meeting of the Parks, Tree and Recreation Advisory Board.

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

RESOLUTION 2016-17

A RESOLUTION DESIGNATING RECREATION PROJECT REQUEST PRIORITIES TO THE ALBANY COUNTY RECREATION BOARD FOR FUNDING CONSIDERATION IN FISCAL YEAR 2017

WHEREAS, City of Laramie, Wyoming (City) on February 3, 2004 entered into a Memorandum of Understanding with the Albany County Recreation Board (Board) and the Friends of Community Recreation whereby Board to the extent that it may lawfully do so agrees to a commitment of a portion of the 1-mill recreation property tax up to \$100,000 in any given year for four years in exchange for City constructing the 8 lane pool;

WHEREAS, Board further provided City a letter of consideration on November 5, 2003 to provide City annually \$50,000 to be used toward the maintenance and operational cost of the 8 lane pool, and the request would receive a high priority for funding;

WHEREAS, City on September 2, 2008 approved the Fifth Amendment to the Facility Use Agreement with the Albany County School District to waive the facility rental fees and admission fees for City's recreation facilities as long as the Albany County Recreation Board commits to pay the City \$100,000 annually to assist with the operation and maintenance costs of the City's recreation center;

WHEREAS, City has received funds from Board in previous fiscal years;

WHEREAS, Board has requested City to provide a list of recreation projects in order of priority for consideration of funding in fiscal year 2017 by March 1, 2016;

WHEREAS, City Parks, Tree and Recreation Advisory Board on January 20, 2016 approved a Resolution recommending the following recreation project request priorities for consideration by the City Council for funding in fiscal year 2017.

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

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

SECTION 2: That the City Council submits the following recreation project request priorities to the Albany County Recreation Board for funding consideration in the fiscal year 2017.

Recreation Project Priority	Funding Request
1. City Parks and Recreation Laramie Community Recreation Center - annual cost recovery	\$175,000
2. Greater Wyoming Big Brothers/Big Sisters Recreation entrance fees, rental fees, supplies, equipment, events, employee time, and other associated costs with recreation activities	\$25,000
3. Laramie Early Learning Cooperative Public Preschool program replacement equipment	\$2,000
4. Cathedral Home for Children ACES Summer Program support	\$6,000
5. Blizzard Indoor Soccer "The Pitch" Indoor Soccer replacement lighting fixtures	\$24,000
6. Laramie Soccer Association Replacement soccer balls, pop up goals, flags, soccer equipment field user fees	\$7,090
7. Laramie Amateur Hockey Club Partial initiation program funding and Ice coordinator stipends	\$7,780
8. Laramie Rifle Range Replacement of multi-purpose shooting shed	\$15,000
9. Laramie Railroad Depot Board Rebuilding of brick pavers around Depot building	\$10,000
10. City Parks and Recreation City/UW Little League Complex backstop netting	\$16,000
11. City Parks and Recreation Auto Door locks for Cowboy Field and Sandy Aragon Softball Complex	\$12,000
12. City Parks and Recreation City/UW Little League Complex Dugout Replacement (engineering design)	\$15,000
13. City Parks and Recreation	

Laramie Ice & Event Center - operational support for additional month of ice	\$30,000
14. City Parks and Recreation	
Cowboy Field replacement batting cages	\$20,000
15. UW Kinesiology & Health	
UW Healthy Pokes Afterschool program – school bus transportation reimbursement for program	\$2,300
16. Laramie Enduro Bike Race	
Bicycle event maintenance stands	\$2,205
17. City Parks and Recreation	
City/UW Cowboy Field - infield tarp replacement	\$5,800
18. City Parks and Recreation	
Laramie Community Recreation Center - Cardio Equipment replacement	\$10,000
19. City Parks and Recreation	
Laramie Ice & Event Center – lobby windows	\$15,000
20. City Parks and Recreation	
Laramie Ice & Event Center – replacement curling equipment	\$3,000
21. City Parks and Recreation	
Laramie Community Recreation Center Bouldering Wall	\$40,000
22. UW Athletics	
Benches, tables and Gazebo for City/UW Outdoor Tennis Courts	\$10,000
Total Project Costs Requested	\$395,175

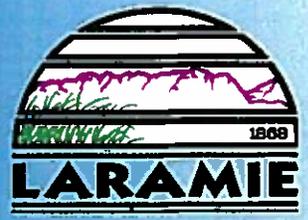
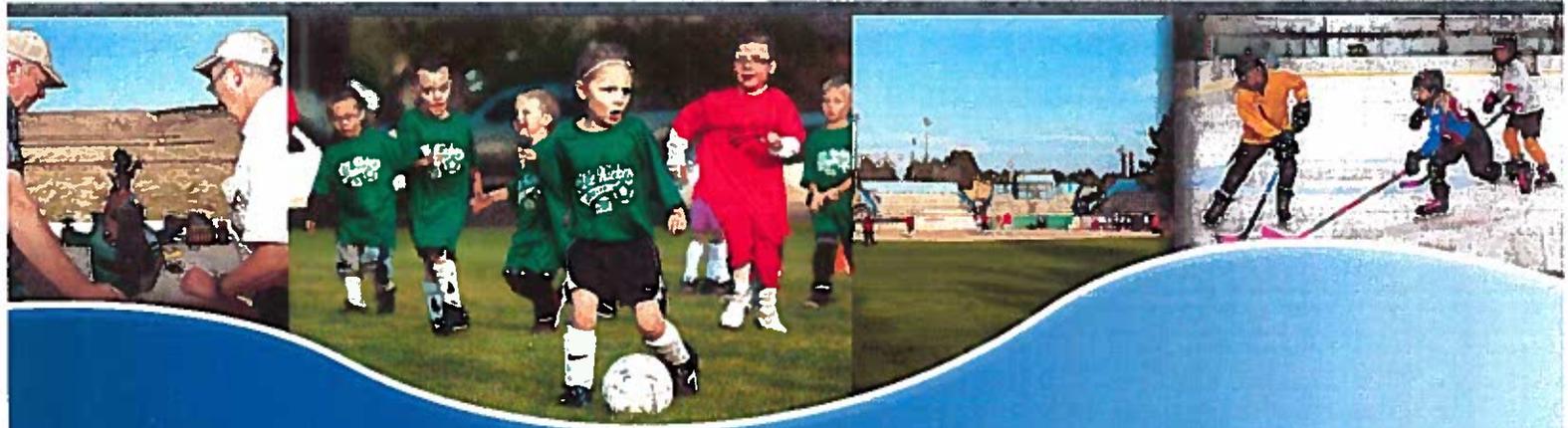
PASSED AND APPROVED on this 16th Day of February 2016.

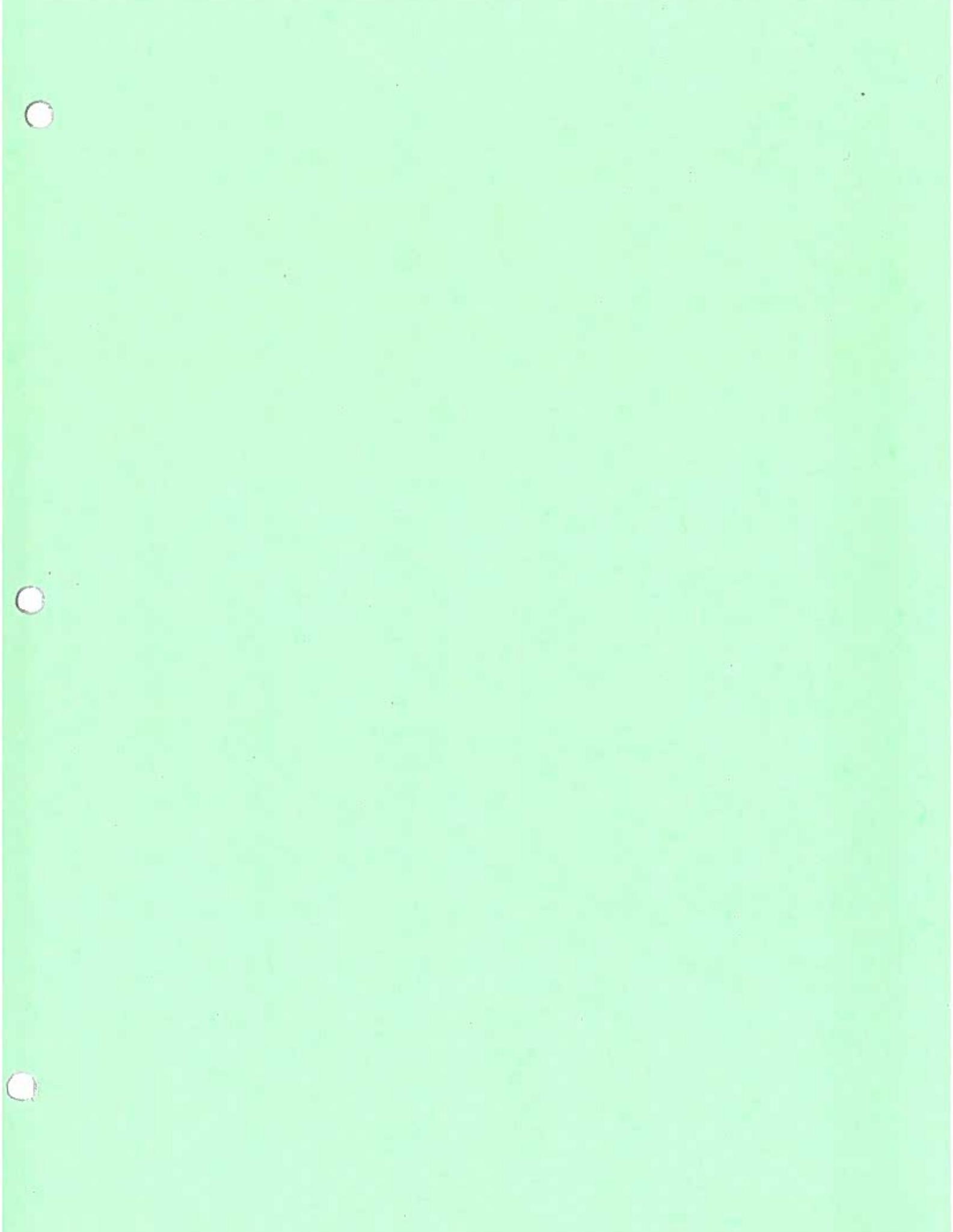
David A. Paulekas, Mayor and President of the
Laramie City Council

ATTEST:

Angie Johnson, City Clerk

City of Laramie Albany County Recreation Board Project Requests FY17





ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

Project Request Form Fiscal Year 2016-2017

RECREATION CENTER ANNUAL COST RECOVERY

Date Submitted: December 15, 2015

(All projects must be submitted by 3pm Nov. 30, 2015)

Sponsoring Entity:

Albany County School District One

Albany County

City of Laramie

Town of Rock River

Estimated Total Cost of Project:

\$ 175,000

Will there be any matching funds from the sponsoring entity? Y N \$ 1,674,451.00

Will there be any matching funds from any other entity? Y N \$ _____

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)



This request is for funding to offset the operational costs of the Laramie Community Recreation Center and the costs to operate the 8-lane pool. The City, Friends of Community Recreation and the Albany County Recreation Board City and School District currently have a facility use agreement that specifies \$150,000 is allocated for this purpose. The City additionally requests \$25,000 in support of operations and maintenance. This arrangement has enabled the city to limit cost increases to membership fees while maintaining the facility for the community.



3. Detailed project timeline.

N/A

4. Describe estimated operational costs and how they will be addressed for the life of the project.

The operational cost of the Recreation Center is funded through user fees and membership fees, along with interest from the Recreation Center endowment and funding from Albany County Recreation Board. The Recreation Center fund is balanced with a transfer from the general fund.



ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

City of Laramie Project Request Form Fiscal Year 2015-2016

Date Submitted: November 30, 2015
(All projects must be submitted by November 30, 2015.)

Requested Sponsoring Entity:

- Albany County School District One
 Albany County
 City of Laramie
 Town of Rock River

Estimated Total Cost of Project

\$25,000

Will there be any matching funds from the Recreation Provider/Organization or Club? Y N

Will there be any matching funds from any other entity? Y N

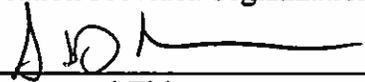
Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)
2. Description of impact on community recreation.
3. Detailed project timeline.
4. Describe estimated operational costs and how they will be addressed for the life of the project.
5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out of the funded project including but not limited to any reasonable attorney fees and cost of defense.

(12 copies of the application and any attached materials is required for submission)

Recreation Provider/Organization or Club:


Signature and Title

11/24/15
Date

Address: 518 Ord Street, Laramie, WY 82070
Email: steve@wyobbbs.org
Phone: 307-742-2227

Steve Hamaker, CEO
Greater Wyoming Big brothers Big Sisters
518 Ord Street
Laramie, WY 82070

November 30, 2015

Paul Harrison
City of Laramie
PO Box C
Laramie, WY 82073

Dear Paul and the Albany County Recreation Board,

Greater Wyoming Big Brothers Big Sisters is pleased to submit a request for funding to the Albany County Recreation Board. Thanks to a current partnership with the board, over 784 Albany County youth have the opportunity to participate in recreational activities such as swimming, ice skating, bike riding, hiking, and more. We are requesting funds to be able to continue to enhance mentoring services through positive recreation.

Big Brothers Big Sisters mentoring services are shown to be effective in helping youth make positive, long lasting life changes including academic improvements, improved relationships with peers and family members, and reductions in risky behaviors. The Albany County Recreation Board is instrumental in helping these changes occur throughout our community, and we seek to continue to provide these services to youth who can truly benefit from these opportunities.

We look forward to once again partnering with the Albany County Recreation Board to continue to provide recreation opportunities and mentoring to at-risk youth. Please feel free to contact me with any additional questions or comments you may have about our attached application or any other questions you may have.

Sincerely,



Steve Hamaker,
CEO

**City of Laramie Grant Request
for Albany County Recreation Board FY2017 Grants**

3. Name of Entity: Greater Wyoming Big Brothers Big Sisters

4. Brief description of project of funding request:

Greater Wyoming Big Brothers Big Sisters (GWBBBS) is requesting funds to provide recreation opportunities and exposure for our community's at-risk youth population.

5. Estimated Total Cost of Project: \$ 25,000

6. Will there be any matching funds from the sponsoring entity? Y N
\$ _____

7. Will there be any matching funds from any other entity? Y N
\$ _____

8. Detailed Description of the project.

Greater Wyoming Big Brothers Big Sisters (GWBBBS) is requesting funds to provide recreation opportunities and exposure for our community's at-risk youth population. GWBBBS strongly feels that positive recreation is important to the youth of Albany County. Research indicates that youth who are inactive and isolated are more likely to develop diseases in adulthood, especially cardiovascular diseases. Youth who are not involved in positive recreation are more likely to use tobacco, alcohol, or other drugs, furthering health risks according to SAMHSA (the Substance Abuse and Mental Health Services Administration). Other research studies indicate youth not involved in positive activities may have in poor mental health (especially depression) or become involved in the juvenile justice system.

Requested funds will be used to help cover the costs of entrance fees, rental fees, supplies, equipment, events, employee time, and other costs associated with recreation activities for at-risk youth in Albany County.

9. Description of impact on community recreation.

GWBBB's primary mission is to help youth succeed through positive mentoring relationships; these relationships can be foundationally rooted and greatly enhanced through recreational opportunities. Youth need opportunities to engage in both new and unique experiences, but also experiences that may alleviate, suspend, or eliminate youth stress. Mentoring can provide opportunities for youth to see appropriate modeling of regulating or expressing their emotions, both positive and negative, like sportsmanship in recreational settings. Youth in mentoring relationships experience "teachable moments" when mentors expose them to new experiences or challenge youth to expand or refine their already existing skills. Positive attitudes about learning and trying new things also transcend to academic settings, influencing academic curiosity, motivation, and performance.

Recreation opportunities give mentors and youth venues for which to develop and strengthen their relationships. Research indicates that being actively engaged in shared activities, rather than "simply sitting and discussing problems and issues," allows for strong relationship building. Recreation activities provide an opportunity for youth and mentors to learn new skills together, engage in safe fun experiences, and help them become further involved in the community all while strengthening trusted relationships with mentors. Exposing youth to role models and experiences can allow for the expansion of new and multiple possibilities for the conceptualization and actualization of future self, and youth are less likely to initiate problem behaviors. Through consistent mentoring and recreation, youth feel they have someone in their lives who they can confide in and look up to.

In 2014, GWBBBS served over 784 Albany County youth through its one-to-one mentoring program, the after school drop-in program for teens, and the two restorative justice programs for adjudicated youth. Based on quarterly reports, GWBBBS anticipates meeting or exceeding this number for 2015.

Many of our youth are "income eligible" for federal benefits or face other risk factors such as single parent homes, living in foster care, or being at risk for becoming involved in the juvenile justice system. Currently 48.9% of youth served by GWBBBS receive a Free or Reduced Price Lunch; almost half of GWBBBS youth served (53.7%) are in single parent homes, foster care, or living with grandparents. We have found that our clientele are not taking advantage of the numerous recreational opportunities in our area, due to financial barriers for activity fees and/or equipment, lack of transportation, and the need for adult supervision and guidance. Requested funding will allow for youth to participate in community recreation opportunities they might not be able to experience without GWBBBS and the Albany County Recreation Board.

Through funding from the Albany County Recreation Board, GWBBBS will be able to provide youth with the opportunity to experience recreational opportunities in the community while simultaneously developing valuable interpersonal skills, self-confidence, and mentoring relationships. GWBBBS services have been shown to be effective in helping youth achieve their full potential by increasing academic confidence and academic achievements, improving relationships with peers and family members, decreasing risky behaviors, and ultimately helping youth have higher life aspirations. To measure positive youth outcomes, GWBBBS utilizes the Youth Outcomes Survey (YOS). The YOS is a pre/post survey measuring scholastic competence, educational expectations, grades, social acceptance, parental trust, risk avoidance, and special adult relationships. GWBBBS anticipates that 80% of youth would maintain or improve in at least 3 components of the Youth Outcomes Survey.

10. Detailed project timeline.

If awarded, funding will be used throughout the course of the year. GWBBBS provides year round mentoring services during times that are most beneficial to youth. Requested funds will be used to help support and expand upon the recreational opportunities for at-risk youth.

11. Describe estimated operational costs and how they will be addressed for the life of the project.

While GWBBBS currently provides the administrative and program costs for our programs in large part through grant funding, we have found that recreation opportunities are becoming more and more difficult to provide with state and federal grant dollars. The Albany County Recreation Board is one of the few funding sources that actively promotes the recreation opportunities our youth so desperately need to access. Because this application is for recreation programming, we will integrate the recreation opportunities throughout our mentoring, afterschool, diversion, and juvenile probation programming. There will be no additional operational costs required.

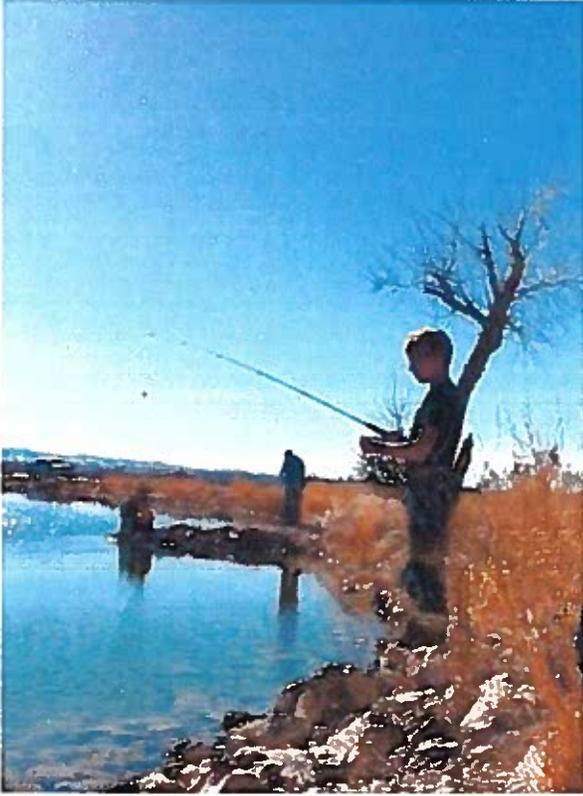
12. Describe estimated maintenance costs and how they will be addressed for the life of the project.

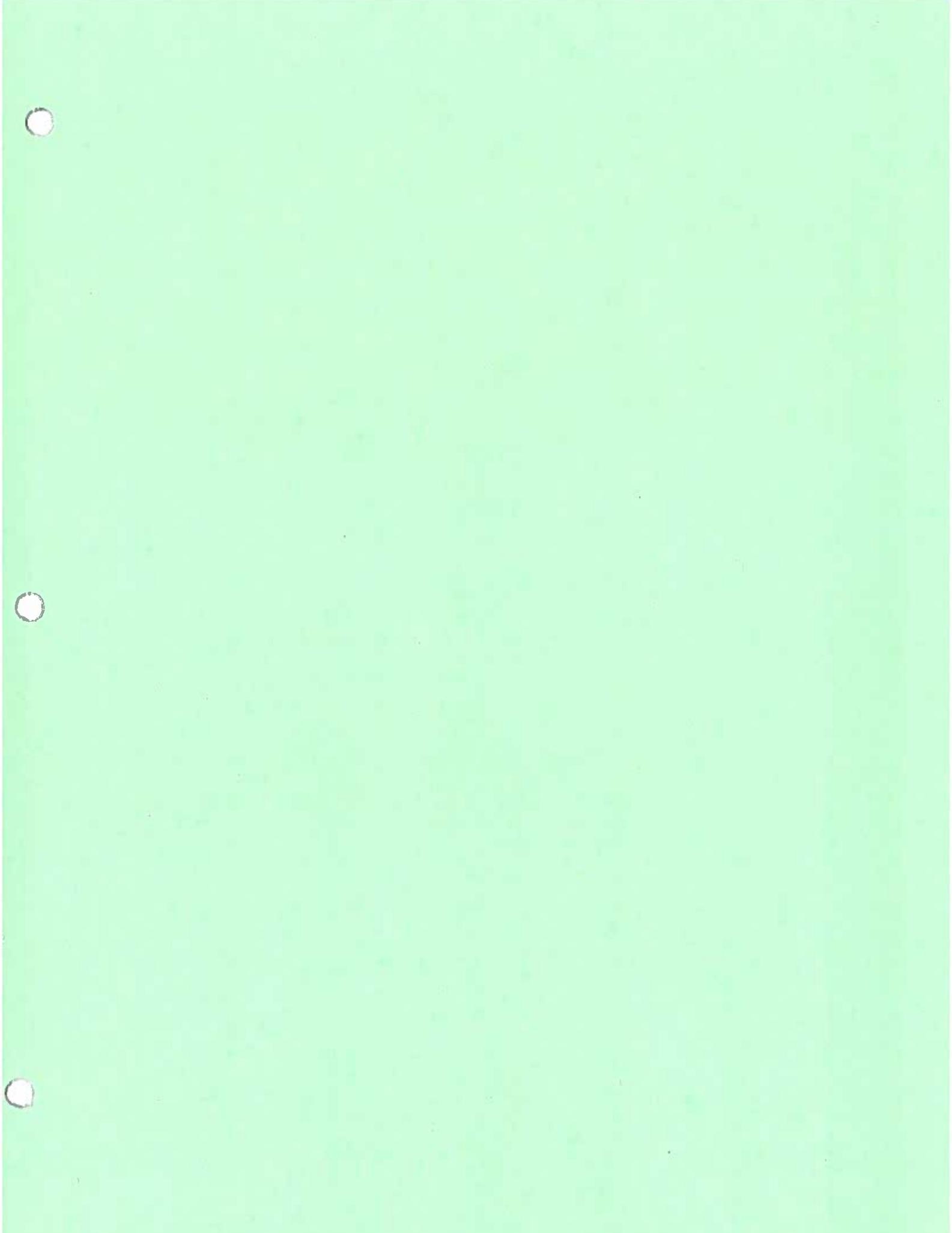
GWBBBS will provide all maintenance for all programs with no charge to the Albany County Recreation Board.

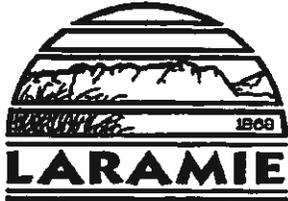
13. Commitment to provide a full and final written report with the request for grant reimbursement that details how the grant funds were expended and their impact on community recreation.

GWBBBS will provide a full and final written report with the request for grant reimbursement that details how the grant funds and a narrative explaining the impact on community recreation, including results from the Youth Outcomes Survey.

GWBBBS Recreational Activities from 2015







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

**City of Laramie Grant Project Request Form
 for Albany County Recreation Board FY2016/17 Grants**

Name of Entity: Laramie Early Learning Cooperative

Date Submitted: 12/15/2015
 (All projects must be submitted by December 15, 2015)

Brief description of project or funding request: The purchase of consumable supplies to support free preschool sessions at the Laramie Community Recreation Center. (\$2000⁰⁰)

Estimated Total Cost of Project: \$ 81,300.00

Will there be any matching funds from the requesting entity? Y N \$ 79,300.00

Will there be any matching funds from any other entity? Y N \$ _____

Name and signature of authorized representative of entity including address, email and phone number.
Jan Lawrence
 1474 N. 14th St.
 Laramie, WY 82072
 307-745-5755
 jalawren@wyoming.com

Please attach detailed responses to the following information:

1. Detailed description of the project. (Schematic drawings or photographs are a plus)
2. Detailed description of impact on community recreation.
3. Detailed project timeline.
4. Describe estimated operational costs and how they will be addressed for the life of the project.
5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

The City of Laramie is a sponsoring agency for public recreation projects which may include facilities, construction, programs, equipment, and operations or maintenance items related to public parks and recreation projects in Laramie and Albany County.

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and it's directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

Each submittal must include twelve (12) copies of the proposals with a maximum of fifteen (15) pages, non-bound, single sided, 12 pt. font, 8.5" X 11" page size. All grant applications must be submitted to the office of the Parks and Recreation Director, P.O. Box C, Laramie, WY 82073 pharrison@cityoflaramie.org by December 15, 2015.

If you have any questions, please contact Paul Harrison, Parks and Recreation Director at 307-721-5260 or at pharrison@cityoflaramie.org.



The Laramie Early Learning Cooperative

December 10, 2015

Paul Harrison, Parks and Recreation Director
City of Laramie Parks and Recreation Department
PO Box C
Laramie, WY 82073

Dear Paul,

We are pleased to report that the preschool program funded through the Albany County Recreation Board Grant program for 2015-2016 has proven highly successful. We have almost completed the first semester and are already working on making our second year of operation a reality. Attached please find an application from the Laramie Early Learning Cooperative for funding to continue and potentially expand upon the preschool program currently being offered at the Laramie Recreation Center. Since September 1, 2015 this program has been available at no cost for children from birth to 5 years of age and not yet in kindergarten. In the first semester of operation the program has served 26 enrolled preschool children and an additional 9 siblings. The preschool has been provided 4 days each week, including 2 morning sessions and 2 afternoon sessions. The morning session currently has 11 children enrolled and the afternoon session has 15 children enrolled. High quality preschool is vital in improving child outcomes in school, increased graduation rates, employment in adulthood and adult wage earnings. Key components of this preschool include qualified personnel, a researched and proven curriculum, a safe and convenient location, and developmentally appropriate supplies and equipment. The Laramie Early Learning Cooperative, a public-private partnership, has been established to meet these components through the following agencies:

- Degreed and certified preschool teachers and curriculum from the Albany County TANF Preschool Project, which includes Basic Beginnings Early Learning Center and Albany County School District Number One,
- Preschool classroom space provided by the Laramie Recreation Center,
- Oversight support and marketing from the Wyoming Early Childhood Partnership (WECP), funded by The John P. Ellbogen Foundation, and
- Supplies and equipment through funding from the Albany County Recreation Board Grant.

Preschool classes will continue to be taught by degreed and certified teachers employed by Basic Beginnings. The curriculum will be The Creative Curriculum, which is used by the Wyoming Department of Education TANF Preschool Programs at Basic Beginnings and Albany County School District Number One. The curriculum will be supplemented with Handwriting Without Tears, an early literacy program. Basic Beginnings teachers will be trained in the use of both

curricula. The cost of all related salaries and curricula will continue to be donated by Basic Beginnings as an in-kind contribution of approximately \$41,300.

Preschool classes will continue to be provided in the child care room at the Laramie Recreation Center during morning and early afternoon hours when the room is not currently being utilized. The number of days per week that classes are offered will be adjusted as determined by enrollment and demand, as well as by the schedule of the child care program at the Recreation Center. The Laramie Recreation Center will provide the use of this room as an in-kind contribution of approximately \$35,000. The Wyoming Early Childhood Partnership (WECP), which is funded by the John P. Ellbogen Foundation, will continue to support the project with marketing for the program as an in-kind contribution valued at approximately \$3,000.

The financial investment of \$2,000 requested in this grant application will be used to provide supplies for the continued program operation during the 2016-2017 school year. The funding will also assist with the potential expansion of the afternoon program for an additional session. This investment will draw out a significant amount of private funding to make early education available to a currently unserved population of Laramie children and families. Please note that no funding will be given to Basic Beginnings or the Laramie Recreation Center. These agencies are contributors to the project and not recipients.

The preschool program requires an adult to remain with their preschool aged children. The adult may be a parent, family member, or care provider but must remain with the child during the preschool session. Other child care programs, including family child care homes and centers, are welcomed and encouraged to bring their children to the preschool program. Preschool resources are made available to both families and child care providers for expanded learning experiences for children.

A Memorandum of Understanding that details the specific duties and responsibilities of each organization in the Laramie Early Learning Cooperative is attached. We are thrilled to participate in this very unique and exciting opportunity for the Laramie early childhood community and look forward to meeting with you on January 13, 2016.

Sincerely,



Jan Lawrence
Director, Basic Beginnings Early Learning Center
Contact Person for the Laramie Early Learning Cooperative

Submitting this grant proposal are the members of the Laramie Early Learning Cooperative, including:

- Contact Person Jan Lawrence, Director of Basic Beginnings
- Paul Harrison, Director of Laramie Parks and Recreation Department
- Jodi Guerin, Director, Laramie Recreation Center
- Mary Ellbogen Garland, President and Chair of the John P. Ellbogen Foundation
- Rebecca Steinhoff, Executive Director of the Wyoming Early Childhood Partnership

Narrative Description

This request is for \$2,000 to be used to purchase consumable supplies for the second year of operation of a high quality preschool program. This program is free for Laramie families and located at the Laramie Community Recreation Center.

Total estimated cost of the project:

• Salaries and benefits for teachers, curriculum and training	\$41,300.00
• Marketing for project	\$ 3,000.00
• Use of Child Care Room at Laramie Recreation Center	\$35,000.00
• Supplies and equipment (Itemized list on page 7)	\$ 2,000.00

Total Estimated Project Cost: \$81,300.00

Matching funding provided by partners in the Laramie Early Learning Cooperative:

• Basic Beginnings (in-kind salaries, benefits, curriculum, operations)	\$41,300.00
• Wyoming Early Childhood Partnership (in-kind marketing)	\$ 3,000.00
• Laramie Recreation Center (in-kind use of Child Care Room)	\$35,000.00
• Supplies and equipment (purchased with ACRB Grant funds)	\$ 2,000.00

Total Estimated Funding \$81,300.00

All matching funds are detailed above.

Detailed Description:

Basic Beginnings will provide preschool services in the underutilized child care room at the Laramie Recreation Center. A highly qualified instructor from Basic Beginnings will teach morning and afternoon preschool classes. This teacher will meet all TANF Preschool requirements of the Wyoming Department of Education, including a bachelor's degree in early childhood and a Wyoming early childhood teaching certificate. A morning preschool session will be held 2 days each week. An afternoon preschool session will be available for 2-days per week with potential for a second two-day per week session to be added if enrollment continues to increase. A maximum of 12 children may attend each preschool session. It is estimated that the preschool will reach at least 36 children.

The curriculum utilized by the preschool teacher will be The Creative Curriculum, which is approved by the Wyoming Department of Education, with supplemental curriculum for literacy entitled Handwriting Without Tears. The preschool teacher would also cooperate with Albany County School District #1 in professional development and TANF preschool-related activities.

During preschool class sessions, the child must be accompanied by an adult. This may be a parent, other family member, or child care provider. This will prevent the preschool program from competing with local child care programs while also eliminating the need for additional staff members to meet staff to child ratios as regulated by the Department of Family Services. It will also help the accompanying adult to understand how young children learn and how to expand upon that learning during the rest of the child's day while not at preschool. All accompanying adults will receive suggestions for activities that expand upon the child's learning experience in preschool, as well as supplemental materials and activities.



Families with children enrolled in the program will be required to complete forms as required by Basic Beginnings, the TANF Preschool program, and the Laramie Recreation Center. The program will follow the calendar of Albany County School District, allowing parents and care providers to attend to older siblings and enrolled children during in-service days, holiday and seasonal breaks, as well as summers. Changes to this schedule, requested by either Basic Beginnings or the Rec Center, must be submitted to the other party with two week's advance notice. In the event of an emergency requiring a change in the schedule, the other party must be notified as soon as is reasonably possible.



As is required by TANF Preschool, enrolled children's development will be assessed regularly through daily observation to allow the teacher to adapt lesson plans to meet individual children's needs. Assessment information will be added to Basic Beginnings' Instructional Foundations for Kindergarten report, which is submitted twice a year to the Department of Education. No

identifying information for individual children is submitted for this report; only aggregate data is maintained. Parent conferences will be held by the preschool teacher twice annually, once in the fall and again in the spring.

The Laramie Recreation Center will provide the space for preschool operations, including storage space for materials and supplies to be used by the preschool program. The traditional charge of \$35 per hour will be waived for the preschool program. Storage space will be provided by the Recreation Center for the preschool program. High quality furnishings with a 10 year warranty have been chosen to reduce the risk of losing furniture or equipment to damage through daily wear and tear of the preschool program and the Recreation Center child care operation. Although it is anticipated that all those who use the child care room will take reasonable care of the furniture and equipment, at no time will the Recreation Center or their staff, or Basic Beginnings and its staff, be held responsible for damage.

Preschool classes will be:

- Free to families with children between the ages of 0-5 years and not yet in kindergarten.
- Offered during the 2016-2017 school year in 2 or 3 separate weekly sessions:
 - A morning program operating 2 mornings per week,
 - One or two afternoon programs operating 2 afternoons per week.
- Able to accommodate up to 12 children per session with an accompanying adult.
- Held at the Laramie Recreation Center in the Child Care Room.
- Taught by teachers with degrees and certification in early childhood education.
- Using a research-proven curriculum.
- Including supplemental resources provided to attending parents and caregivers.
- Using equipment and supplies that promote developmentally appropriate learning activities for children. New supplies will be purchased with the \$2,000 in funds requested in this application to the Albany County Recreation Board Grant.

Through the public-private partnership formed for this project, an investment by the Albany County Recreation Board Grant of \$ 2,000 will result in additional funding of \$79,300 being secured to allow preschool classes to continue through the 2016-2017 school year.

Impact upon the Laramie Community

Preschool programs offered in Laramie are primarily focused on children between 3 and 5 years of age and are available to families who must pay tuition for the services. Since Wyoming has no qualifications that a program must meet to be considered a preschool, these programs vary greatly in curriculum and teacher education level. However, there are four preschools in Albany County that have met the qualifications for the Wyoming Department of Education TANF Preschool. These participants in The Albany County TANF Preschool Partnership Project include Basic Beginnings, Basic Beginnings South, Slade Elementary School and Linford Elementary School. TANF Preschool programs are required to provide degreed, certified teachers as well as an approved educational curriculum. These enrollees, however, must meet State-defined criteria for low income families or pay full price for tuition.

For the past year, through the combined efforts of the Laramie Community Recreation Center, the Wyoming Early Childhood Partnership and Basic Beginnings, Laramie has been able to offer

families a high quality preschool program for children in our community at no cost to parents. Additionally, this program will continue to be made available to any of the child care programs offered in Laramie. Licensed child care providers may choose to participate either by transporting their enrolled children to the Rec Center for preschool or by requesting that a special preschool program be provided at their location. The latter will be available on a limited basis dependent upon TANF preschool funding and the ability of Basic Beginnings to accommodate the request with qualified teachers.

Detailed Project Timeline

August 2016	Notice to proceed received
August 2016	Marketing commences, supplies purchased, teachers prepare preschool program
September 2016	Preschool begins, following Albany County School District #1 schedule
January 2017	Partners meet to discuss effectiveness of program and any needed adjustments to operation
June 2017	Preschool year concludes
July 2017	Partners meet to discuss continuation of program for 2017-2018 school year

Estimated Operational Costs and Sustainability of Program

Funding used by Basic Beginnings to pay for the preschool program will come largely from the Department of Education TANF grant, which includes an outreach component that will be used to assist with the related payroll costs. The cost of a preschool teacher, including benefits, will be approximately \$41,300 per year. This contribution by Basic Beginnings will be continued for as long as the preschool program remains operational, as determined by the partners in the project.

The in-kind contribution by the Laramie Recreation Center for the use of the child care room is valued at approximately \$35,000. This contribution would also be repeated for as long as the preschool remains operational.

The in-kind contribution from the John P. Ellbogen Foundation through the Wyoming Early Childhood Partnership for marketing the program is valued at approximately \$3,000 per year. This contribution would also be repeated for as long as the preschool remains operational.

The amount being requested from the City of Laramie Child Care Enhancement Program grant is \$2,000. This will be used for consumable supplies and would allow the preschool to remain operative for the school year.

Estimated Maintenance Costs

The child care room at the Laramie Community Recreation Center is already equipped and furnished. Some of the furnishings were purchased with grant funding from the first year of operation and come with a 10-year warranty. They should allow the program to continue for

many years without significant additional investment. Preschool supplies are consumable items and will need to be replenished for additional years of operation.

Commitment to Reporting Requirements

A full and final written report will be provided with the request for grant reimbursement, including details of how the grant funds were expended and their impact on community recreation. As the primary contact person, Jan Lawrence will be responsible for the submission of the final report.

**Memorandum of Understanding
between
Basic Beginnings, Inc.
The John P. Ellbogen Foundation
The Laramie Community Recreation Center
and
The Wyoming Early Childhood Partnership**

Basic Beginnings, Inc. (Basic Beginnings), The Laramie Community Recreation Center (Recreation Center), the John P. Ellbogen Foundation (Ellbogen Foundation) and The Wyoming Early Childhood Partnership (WECP) will partner to provide preschool to Laramie families with young children and to make an application for the City of Laramie Child Care Enhancement Program grant. The application will be prepared by Basic Beginnings and approved by the collaborative through its partners, to be submitted to the Office of the City Manager on or before December 4, 2014.

/)Partner Agencies

Basic Beginnings is a private, locally-owned child care provider in Laramie, licensed by the State of Wyoming Department of Family Services and operating as a TANF Preschool Grantee of the Wyoming Department of Education. Basic Beginnings' mission is "ensuring a safe and nurturing environment where children can grow and learn, and where parents, teachers and the community work together in the best interest of each unique child in a respectful and supportive partnership." Basic Beginnings is the author, responsible party and fiscal agent for the Albany County TANF Preschool Partnership Project, which is funded and monitored by the Wyoming Department of Education. The TANF Preschool Project is operated in four locations in Laramie, including Basic Beginnings, Basic Beginnings South, Linford Elementary and Slade Elementary.

The Laramie Community Recreation Center is operated by the City of Laramie through the Parks and Recreation Department, whose mission is "to promote the health and quality of life of the Laramie community through integrity, respect, teamwork and stewardship." The Recreation Center currently provides child care for parents while they are utilizing the on-site facilities during very limited hours on a few mornings and evenings each week, with an hourly rate charged to the parents. During the remaining hours the Recreation Center child care room is available for members to use on a drop-in basis, but is currently underutilized.

The Ellbogen Foundation is a Wyoming foundation whose mission is "to create or cause change, primarily for the benefit of the people of the State of Wyoming through the support of science, education, and charity." The Ellbogen Foundation is the primary funder of the Wyoming Early Childhood Partnership, as well as the organizer of Laramie's "Dine and Discover," a family literacy and nutrition education initiative provided to families whose children are enrolled in after-school care at Albany County Title I elementary schools.

The Wyoming Early Childhood Partnership is a non-profit organization funded by the John P. Ellbogen Foundation. WECP was formed in 2008 "to improve outcomes for Wyoming's youngest children through the facilitation of collaborative, systemic actions that impact children's preparation for success in school and in life."

II) History of Relationship

- WECP has been actively working in systems building for early childhood in Albany County since September 2012 with funding provided by the John P Ellbogen Foundation. Basic Beginnings has been a partner with WECP in this endeavor, as well as in providing Dine and Discover events for Linford and Slade elementary schools in 2013 and 2014. The Recreation Center and Basic Beginnings have worked together since the construction of Basic Beginnings South in 2011, when a public-private partnership was formed between Basic Beginnings, the City of Laramie, the Wyoming Business Council, the Developmental Preschool and Daycare Center and the Albany County Campus of Laramie County Community College. Basic Beginnings South now leases a City-owned building with the Director of the Parks and Recreation Department acting as the Project Administrator.
- The goal of this collaboration is to increase the level of kindergarten readiness for children in Laramie who are currently not enrolled in preschool. It is also a resource for existing child care providers and parents in Laramie. This will be achieved through the provision of preschool provided at no cost to families in the underutilized child care room at the Recreation Center. Preschool classes will be taught by degreed and certified teachers employed by Basic Beginnings. Marketing services for the preschool program will be provided by the Wyoming Early Childhood Partnership.

III) Development of Application

- The Ellbogen Foundation has promoted and supported the concept of an early childhood liaison program throughout the State of Wyoming. The goal of the liaison program is to increase kindergarten readiness through the provision of a high quality preschool program available universally to families in the community with young children. Through conversation between the Ellbogen Foundation President and Chair, Mary Ellbogen Garland, and the Director of the City of Laramie Parks and Recreation Department, Paul Harrison, the concept of utilizing the public child care space in the Recreation Center was considered. The space is currently used for a minimal number of hours as child care for parents while they are utilizing the facilities at the Recreation Center. The ability to use this space during the hours when it is not being used for child care would allow the operation of a preschool program at no additional cost to the Recreation Center. Basic Beginnings is the author of the Albany County TANF Preschool Grant and the responsible agency for preschool programs at Basic Beginnings and in the Albany County School District. Basic Beginnings is now the primary author of the application for the City of Laramie Child Care Enhancement Program Grant, with input from the Ellbogen Foundation regarding the early childhood liaison program, from the Wyoming Early Childhood Partnership regarding the marketing of the program, and from the Director of Parks and Recreation regarding the potential use of the Recreation Center child care room.
- Through the collaboration of the partners, this program will be made available at no cost to the families who enroll their children and at no cost to the Recreation Center. The one-time purchase of furnishings and supplies with funds from the COL CCE Program Grant will allow the preschool program to continue indefinitely through continuing in-kind contributions from Basic Beginnings and WECP

IV) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- WECP will receive Grant funding from the City of Laramie Child Care Enhancement Program and will utilize those funds to secure needed furniture and initial supplies for the preschool program. Items purchased through the COL CCE grant will remain in the City of Laramie and may not be removed by WECP for use outside the Laramie community. Should the preschool program be discontinued for any reason, the purchased items will be made available to local child care providers, excluding Basic Beginnings, and distributed by WECP at no cost to the providers.
- WECP will provide marketing for the preschool program as an in-kind match funded by the Ellbogen Foundation, including development of print marketing, online marketing, and website marketing. Actual cost of printed materials will be considered part of the supplies budget for the preschool project. Approximate value - \$3,189.
- Basic Beginnings will supply oversight to the preschool program as an in-kind match to ensure that it meets the qualifications of the Wyoming Department of Education TANF Preschool and the Department of Family Services Child Care Licensing Regulations. Basic Beginnings will also be responsible for hiring and retaining teaching staff who meet the above criteria. All associated payroll costs, including hiring costs and continued training costs, will be paid by Basic Beginnings, with no responsibility to be borne by any of the other partners. The preschool program will follow the calendar of the Albany County Public School District. Approximate value - \$41,300.
- The Laramie Recreation Center will provide space for the operation of the preschool program in the child care room at no cost to any of the other partners. The Recreation Center will provide on-site storage space for the preschool program. Approximate value - \$35,000.
- All partners agree in good faith to support the project on a continued basis for as long as the project is successful. The project will be reviewed semiannually in January and July, with input by all partners to determine effectiveness of the program and to adjust the program and the partnership agreement as needed. As part of these reviews, any of the partners may choose to terminate their role in the project, effective at the end of the current 6-month period.

V) Timeline

The roles and responsibilities described above are contingent on WECP receiving funds requested for the project described in the COL CCE Program grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be 01/01/2015 through 12/31/2015.

IV) Commitment to Partnership

- The partners agree to collaborate and provide preschool education to children of Laramie, Wyoming, at no cost to the children or their families, and at no cost to the City of Laramie, pursuant to the program narrative of the grant application attached to this agreement.
- Distribution of funds and in-kind services for all partners' contribution to this project will be provided as outlined in the attached COL CCE Program budget detail worksheet.

- We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By Jan Lawrence
Jan Lawrence, Director
Basic Beginnings Inc

Date

By Becca Steinhoff
Becca Steinhoff, Executive Director
Wyoming Early Childhood Partnership

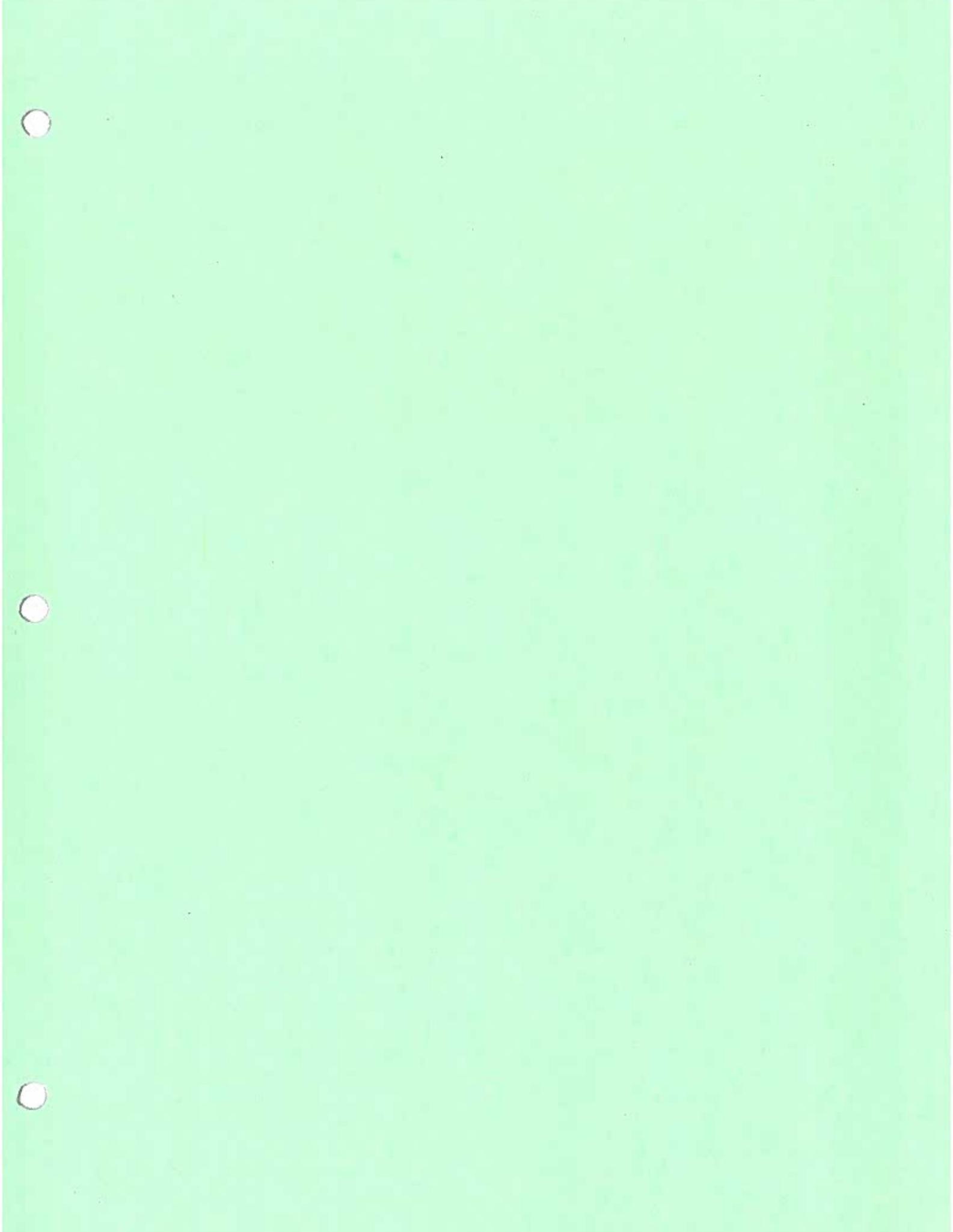
Date

By Paul Harrison
Paul Harrison, Director
Laramie Parks and Recreation Department

Date

By Mary Garland
Mary Garland, President
John P. Ellbogen Foundation

Date





December 15th, 2015

☎ 307.745.8997

1.800.676.1909

Fax 307.742.6146

www.cathedralhome.org

Info@cathedralhome.org

4989 North 3rd Street

Laramie, Wyoming 82072

City of Laramie Parks and Recreation Department
Attn: Paul Harrison
920 Boulder Drive
Laramie, WY 82070

BOARD OF DIRECTORS

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Nicole Hauser ■
EXECUTIVE DIRECTOR

Dear Paul and fellow board members,

The Cathedral Home for Children would like to request \$6,000.00 from the Albany County Recreation board to provide funding for our Albany County Expelled and Suspended (A.C.E.S.) Summer Program and Equine Assisted Psychotherapy Program.

The Cathedral Home for Children is a non-profit organization that values the youth and families of our community. We work to provide a broad range of services to at-risk youth and their families, to instill hope and to offer resources to guide them towards a brighter future and a better quality of life. Through a relationship based approach, we provide prevention based services through our community prevention programs, residential treatment, education and transition and aftercare.

The A.C.E.S. Summer Program is a community prevention program that provides pro-social activities and encourages youth to develop their strengths through physical activity, volunteering, and crafts. It is the goal of the program to introduce participants to community resources and recreation and encourage them to adopt healthy habits and leisure activities.

The Equine Assisted Psychotherapy (EAP) Program is a clinical program of Cathedral Home for Children designed to provide youth with the opportunity to learn about life responsibilities, increase self-awareness and engage in new activities through interacting with horses. Our EAP Program is an integral part of our treatment program and provides the stepping stones to building relationships with others.

We hope that you will consider this request and please don't hesitate to contact me if you have any questions.

Sincerely,

Cassidy Biggs, MBA
Marketing and Development Director
307-721-1535
cbiggs@cathedralhome.org

■ Accredited by the Joint Commission

■ Cathedral Home for Children is an Equal Opportunity Employer

Restore Hope. Strengthen Relationships. Build Futures...since 1910!



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

**City of Laramie Grant Project Request Form
 for Albany County Recreation Board FY2016/17 Grants**

Name of Entity: Cathedral Home for Children

Date Submitted: Dec. 15th, 2015
 (All projects must be submitted by December 15, 2015)

Brief description of project or funding request: funding for community activity fees for the A.C.E.S. Summer Program + certified safety helmets for the Equine Assisted Psychotherapy Program.
 Estimated Total Cost of Project: \$ 4,000.00

Will there be any matching funds from the requesting entity? Y N \$ see attached

Will there be any matching funds from any other entity? Y N \$ see attached

Name and signature of authorized representative of entity including address, email and phone number.

- Please attach detailed responses to the following information:
1. Detailed description of the project. (Schematic drawings or photographs are a plus)
 2. Detailed description of impact on community recreation.
 3. Detailed project timeline.
 4. Describe estimated operational costs and how they will be addressed for the life of the project.
 5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

The City of Laramie is a sponsoring agency for public recreation projects which may include facilities, construction, programs, equipment, and operations or maintenance items related to public parks and recreation projects in Laramie and Albany County.

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and it's directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

- Each submittal must include twelve (12) copies of the proposals with a maximum of fifteen (15) pages, non-bound, single sided, 12 pt. font, 8.5" X 11" page size. All grant applications must be submitted to the office of the Parks and Recreation Director, P.O. Box C, Laramie, WY 82073 pharrison@cityoflaramie.org by December 15, 2015.

If you have any questions, please contact Paul Harrison, Parks and Recreation Director at 307-721-5260 or at pharrison@cityoflaramie.org.

ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

**Project Request Form
Fiscal Year 2016-17**

Date Submitted: December 15th, 2015
(All projects must be submitted by 3pm Nov. 30, 2015)

Sponsoring Entity:

- Albany County School District One
- Albany County
- City of Laramie
- Town of Rock River

Name of Individual responsible for the project Cassidy Biggs

Estimated Total Cost of Project: \$ 6,000.00

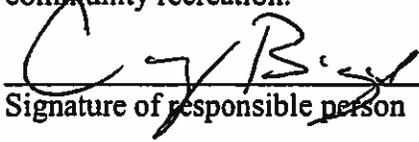
Will there be any matching funds from the sponsoring entity? Y N \$ _____ (see attached)

Will there be any matching funds from any other entity? Y N \$ _____ (see attached)

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)
2. Description of impact on community recreation.
3. Detailed project timeline
4. Describe estimated operational costs and how they will be addressed for the life of the project.
5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

As the person responsible for the implementation of this project, I agree to provide a full and final written report with the request for reimbursement detailing the use of the funds and their impact to community recreation.



Signature of responsible person

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)

Cathedral Home for Children

Restore Hope. Strengthen Relationships. Build Futures. Since 1910!

Date: December 15th, 2015

Sponsoring Entity: Cathedral Home for Children

Program: Albany County Expelled and Suspended Program- Summer

Program: Equine Assisted Psychotherapy Program

Total Request: \$6,000.00

Contact Person:

Cassidy Biggs, Marketing and Development Director

4989 North 3rd Street

Laramie, WY 82072

Phone: 307-721-1535

E-mail: cbiggs@cathedralhome.org

Albany County Expelled and Suspend (A.C.E.S.) Program:

The A.C.E.S. Program is a community prevention program of Cathedral Home for Children.

Estimated Total Cost of the Project: \$5,000.00 for fees to allow the A.C.E.S. Summer Program to participate in activities around the community.

Will there be any matching funds from the sponsoring entity? None

Will there be any matching funds from any other entity? Yes, \$21,000.00 – Guthrie Grant to cover staffing expenses.

1. Description of the project:

The A.C.E.S. Program is a voluntary, free of charge community prevention program of Cathedral Home for Children and was created in 1999 to reduce youth drop out from schools. In partnership with the Albany County School District, educational support and supervision is provided by a certified teacher to youth who have been expelled or suspended. In addition to educational support, family support services are also provided as a means to work through issues that may have led to the suspension or expulsion. Families are able to choose from a variety of services such as individual counseling,

family meetings, career exploration, teacher meeting, community resources, extended tutoring and homework help, respite care at LYCC or in-home meetings.

The A.C.E.S. Summer Program is for youth ages 10-16 years old that are looking for a positive and productive way to spend their summer. The program provides pro-social activities and encourages youth to develop their strengths through physical activity, volunteering, and crafts. It is the goal of the program to introduce participants to community resources and recreation and encourage them to adopt healthy habits and leisure activities. The primary mode of transportation for the youth and staff members is riding bikes around the community and this past summer, the youth were able to do a variety of activities. They were able to go bowling, swimming at the recreation center, attend sporting activities at local parks, concerts at Prexy's Pasture and go on hiking trips to Vedauwoo. Youth were also able to give back to the community by volunteering at the Laramie Soup Kitchen, Interfaith Good Samaritan, and the Laramie Care Center, to name a few. Summer A.C.E.S. also took advantage of various educational opportunities through visits with the Laramie Daily Boomerang and the UW Entomology Museum in 2015.

Any grant money provided through this stream will be used to provide recreation opportunities to the program participants in 2016: visits to the Laramie Community Recreation Center, bowling excursions, supplies for park games and craft projects, etc.

1. Description of impact on the community:

The 2014 Prevention Needs Assessment data demonstrates that youth in Albany County are vulnerable to disconnection and disengagement as 37% of secondary students have a low commitment to school. One in five students surveyed reported that they have used alcohol in the last 30 days. More than one out of every four students surveyed responded "no" when asked, "Is there an adult at your school that you can talk to about your problems?"

The Wyoming Department of Education reports that Albany County School District #1 has a federal graduation rate for the cohort of 2013-2014 of 88.61%. This is higher than the 2009-2010 federal graduation rates for Albany County School District #1 of 86.86%. The most recent graduation rate is considerable higher than the 2007-2008 state rates of 79.29%.

The A.C.E.S. Program served 68 youth during the 2014-2015 academic year and 12 youth in the summer of 2015. The A.C.E.S. Program continues to provide services to the

community to increase graduation rates in Albany County by providing resources to help students stay on track academically while encouraging their personal growth.

2. Detailed project timeline: *Summer 2016 (May-August)*
3. Describe estimated operation costs and how they will be addressed for the life of the project.

Cathedral Home for Children will continue to look for funding from various sources as well as continue to build relationships within the community as a means to create various opportunities for our youth.

4. Describe estimated maintenance costs and how they will be addressed for the life of the project.

There are no maintenance costs affiliated with this particular program.

Equine Assisted Psychotherapy (EAP) Program:

The Equine Assisted Psychotherapy Program is a clinical program of Cathedral Home for Children.

Estimated Total Cost of the Project: *\$1,000.00 for the purchase of SEI Certified ASTM Standard F 1163 Equestrian Riding Helmets or Certified Protective Headgear (CPH) of a higher standard (Twenty helmets at approximately \$50.00 each).*

Will there be any matching funds from the sponsoring entity? *None*

Will there be any matching funds from any other entity? *None*

1. Description of the project:

While Cathedral Home for Children offers a broad spectrum of services, the Equine Assisted Psychotherapy (EAP) Program is an integral part of our Residential Program. It offers bonding in a non-threatening environment and provides opportunities for the youth in our program to learn responsibility, autonomy and mastery. It is designed to provide youth with the opportunity to learn about life responsibilities, increase self-awareness and engage in new activities through interacting with horses. Many youth come to us suffering from severe emotional detachment after years of abusive and dysfunctional relationships and often, it is only the horses that they can relate to. Although the horses test our children and teach them about consequences, they also teach the residents to listen and to see beyond themselves, see beyond their hurt and rage, to build a relationship with another being.

The EAP Program has experienced tremendous growth since it began over forty years ago. Today it consists of an Equine Science related course offered through our MAE

Olson Education Center, an Introduction to Horse Safety Group, Cottage Equine Assisted Activities Groups, Equine Assisted Psychotherapy Groups and a CHC Equestrian Team. Every youth within our program is given the opportunity to benefit from the program in some way.

The EAP Program operates solely on private donations of cash, equipment, horses and tack. Due to increased safety regulations for equestrian programs and current insurance requirements, program participants are required to wear SEI Certified ASTM Standard F 1163 Equestrian Riding Helmets or Certified Protective Headgear (CPH) of a higher standard. These particular helmets are costly to our program but imperative to the safety and participation of our residents.

2. Description of impact on the community:

Specifically, within the EAP Program, the CHC Equestrian Team has the opportunity to participate in many community events throughout the summer. Being a member of the CHC Equestrian Team is very rewarding for the youth of our program because they are able to establish goals and work towards them while bonding with the horses.

Practicing six hours a week, the youth spend a lot of time during their already busy summer preparing for the events. Last summer, the team participated in the following community activities; a 4H schooling show and a Gymkhana Fun Show at the UW Hansen Arena, the Jubilee Days Kids Horse Show and the Jubilee Days Parade.

Having opportunities such as these and to be able to be an active member of the community brings a sense of hope and belonging to the youth in our program. They are given opportunities to work towards something of meaning to them and are given the support that they need to do so.

Without the necessary safety gear, the youth cannot participate in a program that provides them with a number of opportunities needed to become contributing members of our community.

3. Detailed project timeline: *The EAP Program runs year-round.*

4. Describe estimated operation costs and how they will be addressed for the life of the project.

According to safety regulations, certified ASTM/SEI horseback riding helmets need to be purchased every 5 years. When that time comes, we will continue to seek funding to purchase the helmets.

5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

There is no maintenance costs affiliated with this particular request.



A resident participates in EAP Group



2015 Jubilee Days Kids Horse Show



Laramie Jubilee Days Parade



A resident visits his horse during EAP Groups



November 30, 2015

Mr. Paul Harrison
Parks and Recreation Director
City of Laramie
Parks and Recreation Department, P.O. Box C
Laramie, WY 82070

RE: ACRB Grant

Dear Mr. Harrison,

Laramie Blizzard is submitting a proposal for the purchase and installation of new lighting for the Laramie Blizzard indoor Pitch.

Laramie Blizzard maintains an indoor youth sports-facility ("The Pitch"). This facility boasts year-round access, synthetic grass-like turf, lighting, conference facilities and comfort accommodations. The Pitch houses an indoor soccer field that has also served as a baseball infield and a football practice field for local youth teams. In order to increase the efficiency and quality of this facility for the Laramie youth recreational community, we are proposing the installation of new lights for the field.

Our proposal requests \$24,000.00 in funding to obtain and install the lights. The lights will be installed by a local business - Fremont electrical. Members of the Laramie Blizzard Soccer Club will donate various installation materials as well as volunteer labor for demolition and removal of materials. A final written report will be provided to the board upon completion of the project.

We appreciate the Albany County Recreation Board taking an interest in helping the Laramie Blizzard Soccer Club offer a safer environment to the Laramie Recreational Community so that the community can enjoy the year-round recreational opportunities that The Pitch has to offer.

Sincerely,

John Hoberg
President
Laramie Blizzard
725 Skyline Road
Laramie, WY 82070
307-399-7965
jhoberg@me.com

New Lighting at The Pitch

Laramie Blizzard's Indoor Sports Facility

Submitted to: The Albany County Recreation Board

Date: November 30, 2015

**John Hoberg
President
Laramie Blizzard
725 Skyline Road
Laramie, WY 82070
307-399-7965
jhoberg@me.com**

Background

The Pitch (see Figure 1 below) offers a year-round, spacious 140' by 90' high-quality synthetic turf that plays and feels like real grass. In addition to an indoor playing field, there is a 16' by 140' warm up area, also covered in synthetic turf. This area is valuable as it allows for multiple facility use on an ongoing basis. The Pitch also houses office space for the Laramie Blizzard administrator, a conference room (used by the Blizzard board, and other youth sporting organizations), state-of-the-art golf simulators with putting green and Hybrid Athletics – a cross-fit gym. The facility is available to all Laramie Blizzard teams and players on a time-allocated basis. The Pitch is also available for rental at a rate of \$35-\$50 per hour, with the lower rate offered to nonprofit and youth sporting organizations. Several organizations in Laramie have utilized the Pitch for many years including the Laramie Youth Football All-Star team, Laramie traveling baseball and softball teams. The pitch has even been used to host birthday parties and special events. A detailed schematic of the facility is included as Attachment 1 (drawing not to scale).

Project Description

The Laramie Blizzard Soccer club is seeking a grant to improve the Pitch through the installation of new lighting. Funding in the amount of \$24,000.00 is requested, which would enable the Blizzard Soccer Club to purchase and install new T5HO fluorescent lights over the playing field and warm-up area. Outdated 400w Metal Halide (MH) high bay lights illuminate the rectangular playing field, Figure 1a. Comparison of the two types indicates many significant advantages of the T5HO system. On average, our MH uses 454 watts, while a T5HO uses 190w, thus reducing the overall cost of operating the facility by an amount between \$700-\$800/year. Additionally, a T5HO will produce better lighting. CRI is a measure of lights to reproduce color in natural daylight and is measured on a scale of 0 to 100 percent; higher scores indicate higher quality. A MH has a CRI index of 65-70 and a T5HO over 85, which is important as lower CRI causes eye-strain and other issues. Finally, all lights lose output ability over time. A fluorescent light will lose ~5% of their output as they age, while a MH loses nearly 40%. It is apparent (hopefully illustrated in Fig. 1) that our MH lights are likely near that 40% mark. The utilities bill for our club (during peak months) can run as high as \$1000/month and new lights would lower this cost, by approximately 10%, while also correcting the imbalanced lighting on the field. The warm up area is a far worse situation. Figure 1b exhibits the poor lighting from exposed, decades old fluorescent bulbs, which require updating. The club will perform demolition of the existing ceiling grid in his area and prep the area for the new lights.

A cost breakdown for the lighting is included in Table 1. A detailed quote from Fremont Electric is included as Attachment 2.

Table 1: Project Cost Breakdown

1. Soccer field light upgrade	\$19780.00
2. Warm up area light upgrade	\$4600.00
3. Demo, new switching, inspection of current (Blizzard in-kind)	\$2000.00
TOTAL PROJECT COST	\$ 26380.00
BLIZZARD MATCH	\$ (2380.00)
TOTAL REQUESTED OF ACRB	\$ 24,000.00

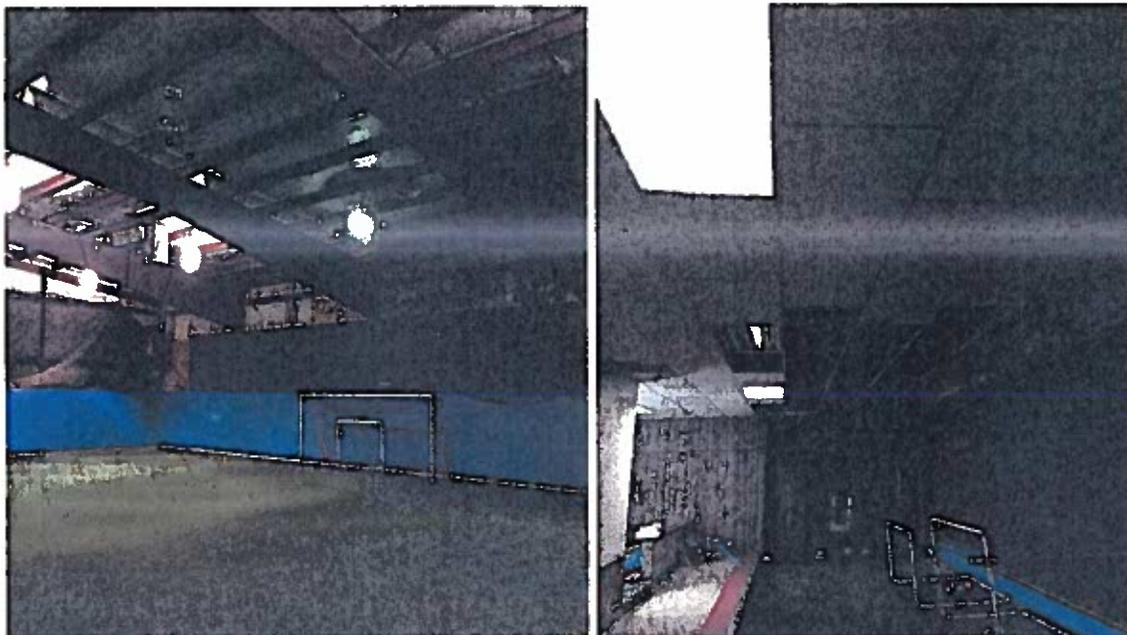


Figure 1. a) The Pitch (with new wall padding funded by ACRB grant)

b) Warm up area

Impact on Community Recreation

As an organization, Laramie Blizzard has grown tremendously over the past several years. One key area of growth is the Polar Bear Soccer Program, which is geared toward kids between the ages of three and six years old. This program began in spring of 2012, and started with approximately 40 kids. The summer programs are also held indoors as parents like to avoid the unpredictability of the weather. In the following years, the program has continued to grow and has now reached maximum capacity, which is around 140 per year.

In addition to the Polar Bears program, Blizzard offers winter indoor programs to the Laramie community such as a 3 vs. 3 league (over 100 participants in the Dec. 2014 & 15 sessions), winter skills and drills and ongoing adult leagues. Our competitive club numbers have also increased by more than 85% since the spring of 2011, and interest continues to surge. To put this in perspective, our older aged teams U12-U14 are all combinations of multiple aged children. In other words, in order to field a single boys U14, a composition of kids aged 13 and 14 will be mixed together to meet the minimum number needed. However, our teams at the lower age levels U8 and U9 do not suffer from this shortage in numbers, and we now field teams that are of a single age in both boys and girls. In some cases, we have multiple teams at a single age group.

Laramie Blizzard has made huge strides over the past year toward increasing funds available for scholarships in an effort to serve kids from all socioeconomic backgrounds. With these efforts, we have more than doubled the number of scholarships awarded, and allowed many players to join Blizzard who would not have otherwise been able to financially. We envision that we can further increase our efforts with the increased cost savings from lower power use, which amounts to one full scholarship in our most

expensive competitive league every 3 months of using the new lighting. The Pitch also continues to be utilized by other local sporting organizations such as Laramie Youth Football and the local baseball community. Improvement of the quality of the facility would be an appealing feature of the Pitch for all these groups.

Finally, the Laramie Blizzard Soccer Club, in conjunction with UW cowgirls soccer, hosts an annual indoor soccer tournament the first weekend of January - Cowboy Turf Wars. The January 2016 tournament will be our 7th annual and represents a growth from the initial year of 36 teams to 190 teams this coming year. We host this tournament in the UW IPF (Indoor Practice Facility) and our indoor facility, The Pitch. The number of games held in The Pitch will number over 50 during the weekend in 2016. These games will be played by teams from Utah, Nebraska, Colorado, and most counties in Wyoming. This tournament alone generates hundreds of thousands of dollars for the Laramie community and represents another reason for improving the quality of the facility and, subsequently, the image of Albany County.

Detailed Project Timeline

Grant Award: August 1, 2016

Procurement (expected to be under 4 weeks):..... August 30, 2016

Installation: September 30, 2016

Estimated Operational Costs

The club is responsible for all utility bills

Estimated Maintenance Costs

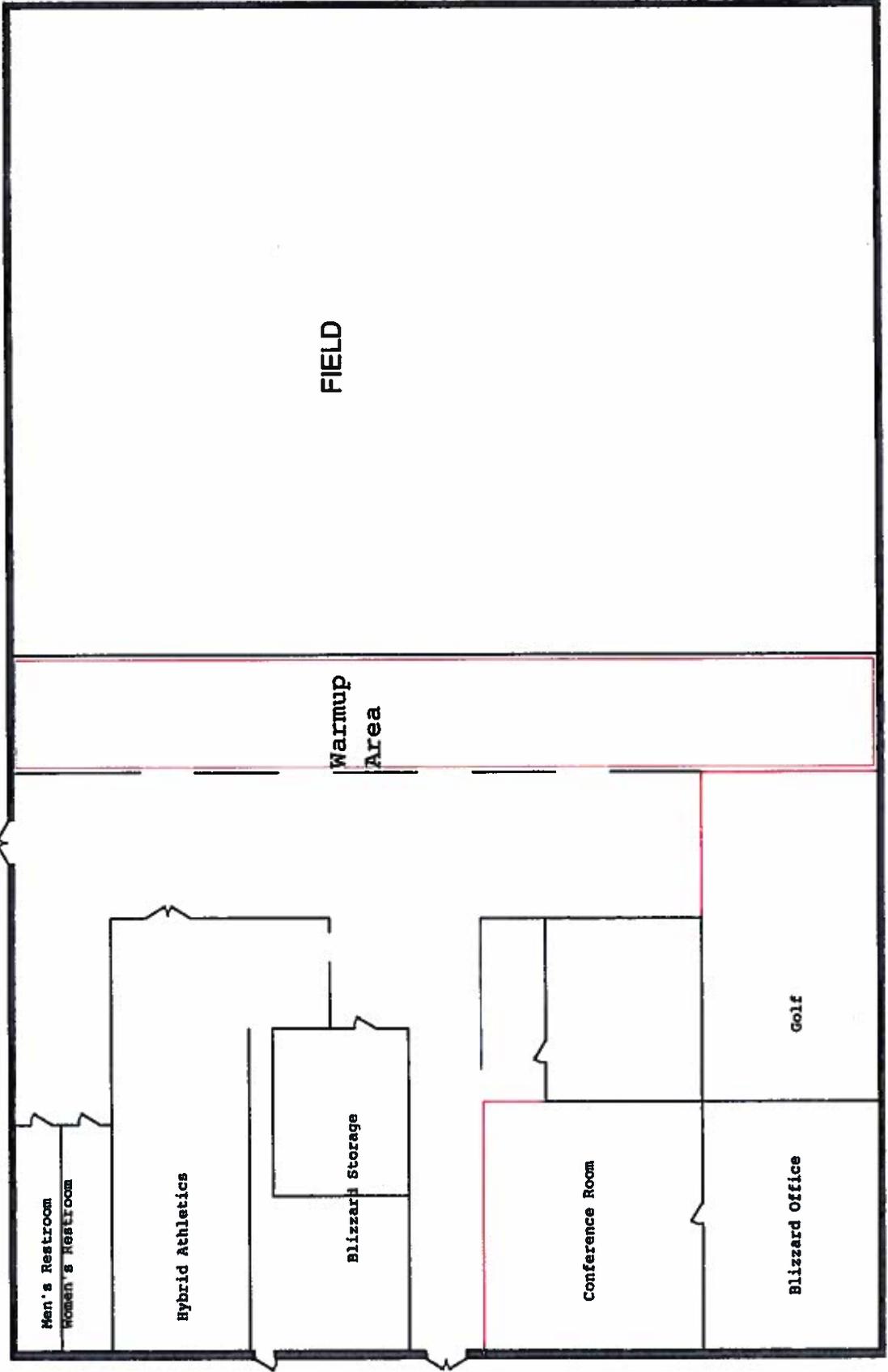
The club will be responsible for replacement of any bulbs etc. The T5HO bulb has an average life span of 20,000 hours. Lamps with longer burning cycles have longer life spans, which is ideal for the pitch as these lights are typically on for 6-8 hours per cycle vs the 3 hours the average is based on.

Conclusion

As a club, we continuously strive to bring the highest level of opportunities to the youth of Laramie. In past years, ACRB has generously provided funding for the incorporation of baseball facilities, the installation of a divider curtain in the pitch, and new wall padding. These improvements have had noticeable and positive effects for our club and all user groups. The incorporation of new padding this past year has had an enormous impact on the facility. We have had countless comments from parents, players and outside users on this noticeable improvement. We greatly appreciate the support that ACRB has given to our club and the impact it has made on local youth recreation. The wall padding is certainly a visible display of the impact and we feel the new lights will improve the user experience as well.



The Pitch - Indoor Practice Facility



FIELD

Warmup Area

Men's Restroom

WOMEN'S RESTROOM

Hybrid Athletics

Blizzard Storage

Conference Room

Blizzard Office

Golf

November 17, 2015

Blizzard Soccer Association
Attn: John Hoberg
725 Skyline Drive
Laramie, WY 82070



Re: Lighting Upgrade

Dear John,

Our price to upgrade Light above indoor soccer Field is: **\$19,780.00**

Included:

- Thirty-Five 6 lamp T5HO fixtures with wire guards per lighting photo metrics
- Wiring for additional lights
- Use of existing switching
- Demolition of existing fixtures
- Associated material
- Associated labor
- Associated lift
- Protection of turf by plywood

Excluded

- Integrity of existing electrical system
- New switching

Our price to add new lighting in batting cage area is: **\$4,600.00**

Included:

- Seven 6 lamp T5HO fixtures with wire guards
- Wiring for additional lights
- Use of existing switching
- Demolition of existing fixtures
- Associated material
- Associated labor
- Associated lift
- Protection of turf by plywood

Excluded

- Integrity of existing electrical system
- New switching
- Demolition of existing ceiling grid

Thank you for asking us to bid this project. Please let me know if you have any questions or concerns. New light fixtures have a lead time of 3-6 weeks. Please let me know if you want us to proceed. Price is Firm for 90 days.

Sincerely,

A handwritten signature in black ink that reads "Justin Mazurie".

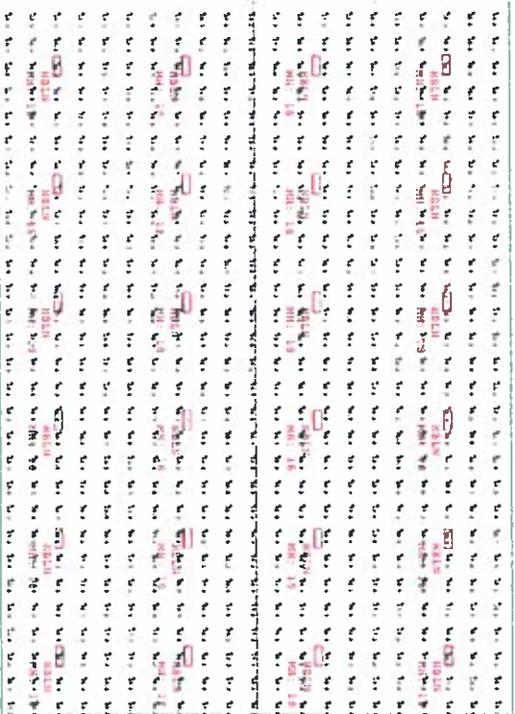
Justin Mazurie

FEI

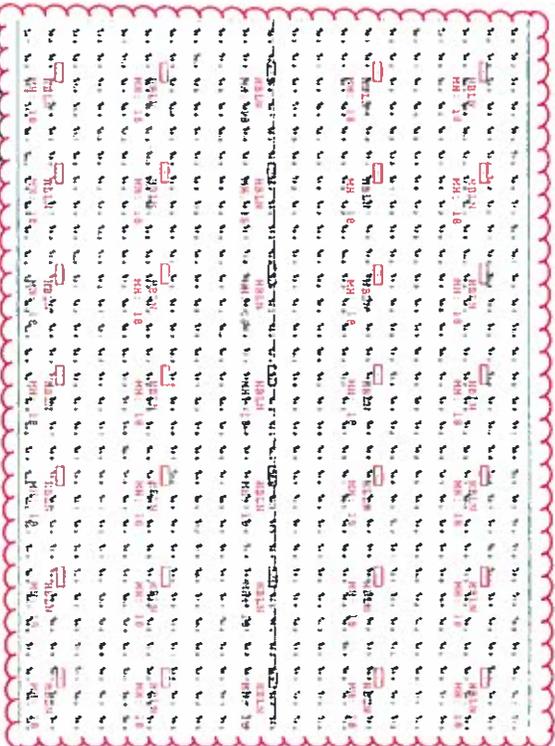
307-721-4176

SOCCKER PRACTICE FIELD
 DIM: 145' X 105'
 WALL: 16'
 GABLE @ PEAK: 25'
 MOUNTING HT: 18'

Soccer Field_Floor



Soccer Field_2_Floor



ILLUMINATION SYSTEMS
 1 SOUTH CALIFORNIA STREET
 BOSTON, MASS 02115
 PHONE: 617-552-3300
 FAX: 617-552-3301
 WWW.ILLUMINATION-SYSTEMS.COM

PHOTOMETRIC REQUEST
 REV SOCCER FIELD

DATE: 1/11/2015

PERFORMANCES AND NOT TO SCALE

DIMENSIONS ARE FOR ESTIMATED

POSITIONS ONLY

FOOT-CANDLE VALUES ARE

BASED ON THE FOLLOWING

ASSUMPTIONS: ACTUAL

FOOT-CANDLES MAY VARY

FINAL CONSULTATION REQUIREMENTS

& CALCULATIONS ARE THE

RESPONSIBILITY OF A LICENSED

ARCHITECT OR ENGINEER

PROJECT: SOCCER FIELD

CLIENT: [REDACTED]

DESIGNER: [REDACTED]

DATE: 1/11/2015

SCALE: 1" = 10'

PROJECT: SOCCER FIELD

CLIENT: [REDACTED]

DESIGNER: [REDACTED]

DATE: 1/11/2015

SCALE: 1" = 10'

PROJECT: SOCCER FIELD

CLIENT: [REDACTED]

DESIGNER: [REDACTED]

DATE: 1/11/2015

SCALE: 1" = 10'

PROJECT: SOCCER FIELD

CLIENT: [REDACTED]

DESIGNER: [REDACTED]

DATE: 1/11/2015

SCALE: 1" = 10'

PROJECT: SOCCER FIELD

CLIENT: [REDACTED]

DESIGNER: [REDACTED]

Luminaire Schedule						
Symbol	Qty	Label	Lum. Watts	Lum. Lumens	UF	Catalog
	59	HBLN	352	25143	0.900	HBL-654T5-N-LINV-ERTZ-MP-U-HBAYC-CHAIN/SET/U-MCS-WG/HBLF-4FT-8

Calculation Summary							
Label	CalcType	Illuminance	Units	Avg	Max	Min	Avg/Min
Soccer Field 2 Floor	Illuminance		Fc	47.58	61.9	25.5	1.87
Soccer Field Floor	Illuminance		Fc	33.10	41.6	14.8	2.24
							Max/Min
							3.28

ILLUMINATION SYSTEMS
 9 SOUTH KAYAKUHI STREET
 SUITE 100
 FARMINGTON, CT 06031
 WWW.ILLUMINATIONSYSTEMS.COM

PHOTOMETRIC REQUEST
 REV SOCCER FIELD

DATE: 11/16/2015

PHOTOMETRIC DATA NOT TO SCALE
 DIMENSIONS ARE FOR ESTIMATION
 PURPOSES ONLY.
 FOOT-CANDLE VALUES ARE
 REPORTED AT HORIZONTAL
 CALCULATION LEVELS UNLESS
 OTHERWISE NOTED.
 FOOT-CANDLES PER WATT
 RATIO CALCULATED FROM
 LUMEN OUTPUT AND THE
 REPORTED WATTAGE OR
 REPORTED ON DRAWING.

REFERENCES:
 IESNA 90-01
 IESNA 90-02
 IESNA 90-03

TOTAL HEIGHT:
 18'-0" A.F.F.
 CABLE HEIGHT @ WALL
 3'-0" A.F.F.

RECEPTOR HEIGHT:
 5'-0" A.F.F.

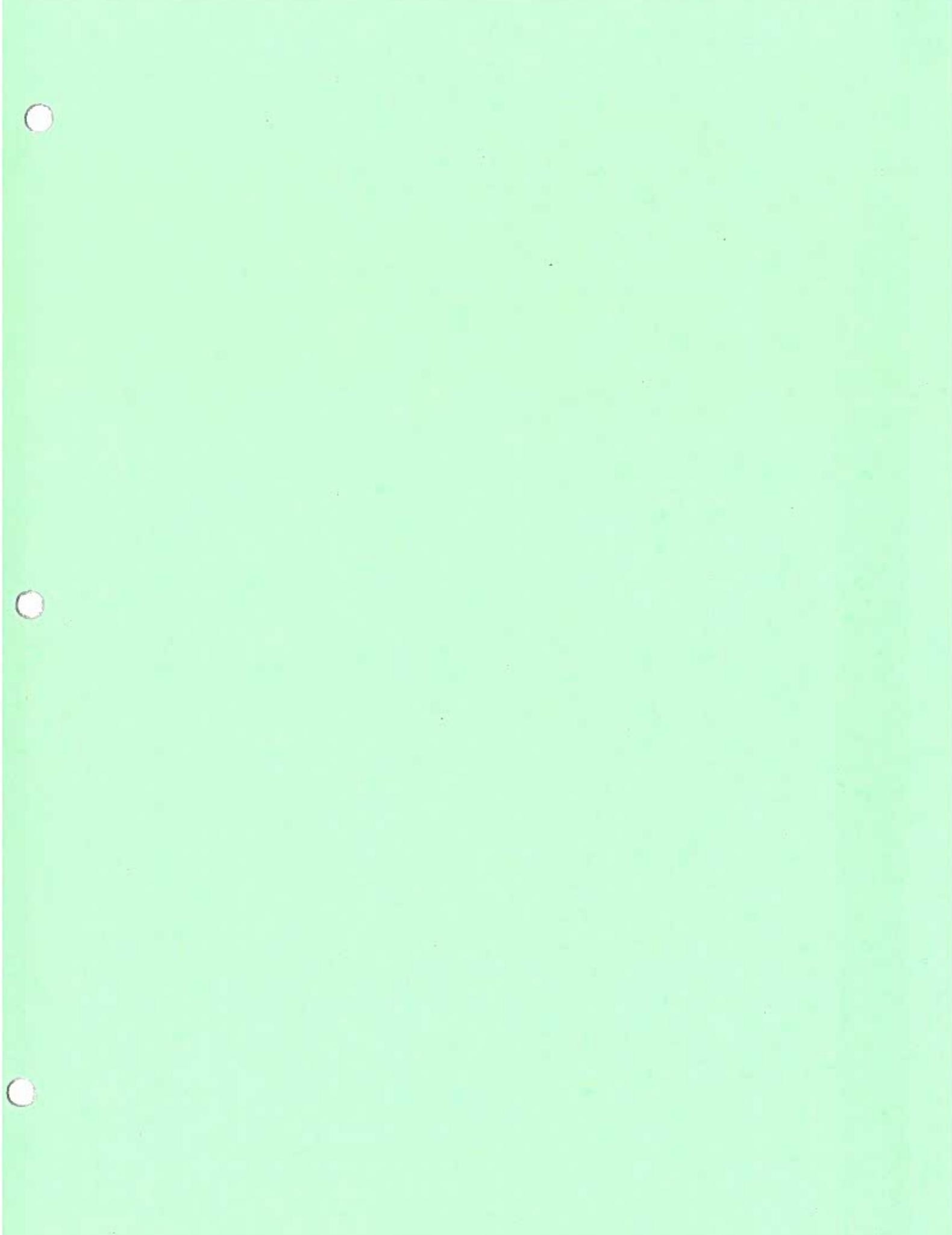
CALCULATION SPACING:
 5'-0" x 5'-0"

FOOTCANDLE CALC HEIGHT:
 @ 0' A.F.F.

ADDITIONAL NOTES:
 BUILDING OWNER
 SUBJECT TO APPROVAL
 FROM ARCHITECT
 FOR VERIFICATION

CREATED BY
 ILLUMINATION SYSTEMS
 11/16/2015
 11:00 AM
 ILLUMINATION SYSTEMS
 11/16/2015 11:00 AM
DOC: 11-16-15





Laramie Soccer Association

December 15, 2015

Mr. Paul Harrison
Parks and Recreation Director
P.O. Box C
920 Boulder Drive
Laramie, WY 82073



RE: Albany County Recreation Board Grant Proposal

To Whom It May Concern:

On behalf of the Laramie Soccer Association ("LSA") Board, I am pleased to present this proposal for your review. We would like to thank you for your generosity in the past, and look forward to partnering with you to promote youth recreation in our community.

Last year, your support enabled us to expand our program, and serve Five-Hundred Forty-Three (543) children in our community. With last year's grant of \$5,287.68, we were able to purchase Four Hundred and Thirty-Two (432) new balls.

Further, for the 2015 Calendar year, we received a \$6,564.75 Grant to assist with the City of Laramie park user fees. LSA was assessed \$10,152.00 in user fees for 2015. With your assistance, we were able to focus our resources on developing a new website, and league management software. The implementation of this system has helped us better communicate with parents.

In 2015, LSA's program grew by **One Hundred Seventy children (170) and Sixty-Seven (67) adults**. To meet this growing demand, while keeping our registration fees as low as possible, we are seeking further grants from the Albany County Recreation Board.

Specifically, we are seeking a one-time grant of \$5,589.90 to help us purchase much-needed equipment: new balls, ball bags, corner flags, pop-up goals, and pinnies (practice jerseys).

Further, we are seeking a grant of \$6,500.00, to offset some of the costs expended on the City of Laramie users fees, in order to assist with hiring a part-time employee. This one time grant will give us the financial flexibility to hire a Registrar, who in turn will improve our community outreach, and increase fundraising for our organization.

PARKS, TREE & RECREATION ADVISORY BOARD RECOMMENDED A \$5,000 REDUCTION IN THE LSA GRANT REQUEST.

On behalf of the Laramie Soccer Association Board, I am pleased to have this opportunity to work with the Albany County Recreation Board; and I believe a partnership on these endeavors will improve our ability to offer a meaningful and reasonably priced recreational opportunity to all children in our community.

Sincerely,



David McCarthy

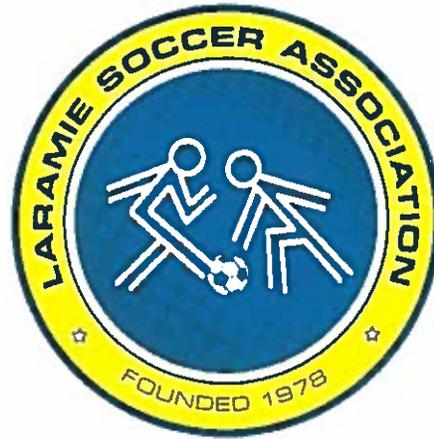
LSA President

(307) 760-9550 (cell)

<http://www.laramiesoccer.org>

PO Box 1425, Laramie WY 82073-1425

**Gear to Continue Kicking!
Equipment Needs for The Laramie Soccer Association**



Submitted to: The Albany County Recreation Board

Date: December 15, 2015

**David McCarthy
LSA President
P.O. Box 1425
Laramie, WY 82073
(307) 760-9650**

Equipment needs for the Laramie Soccer Association.

Proposal Summary

The Laramie Soccer Association ("LSA") has been a Laramie mainstay, providing affordable recreation since 1978. LSA provides recreational soccer to all members of the Albany County and Laramie communities. Our founding principle is to provide an affordable, recreational, sports opportunity for any and all children throughout our community. We provide a summer recreation and competitive league for adults, as well as a spring and fall youth league.

As a non-profit entity, LSA has limited resources to accomplish these goals. Our numbers are up, and new equipment is needed in order to maintain and continue to grow these numbers. LSA is confident with a little financial boost from the Albany County Recreation Board, we can accomplish our goals, while continuing to provide a cost effective recreational activity for our children.

Statement of Need

Over the years, LSA has introduced thousands of children to recreational sports. As a volunteer organization, our primary goal has been to offer a low cost opportunity for any child to play soccer. In carrying out this mission, we constantly strive to keep our registration fees as low as possible, and have a policy of awarding scholarships to any child in need.

Every year, eight to ten individuals volunteer their time to organize teams, certify referees, coordinate with the Parks Department for fields, and numerous other activities. The volunteer spirit of our board centers on keeping soccer for our children as affordable as possible.

While reducing cost is important, we also see a need to improve our community presence by increasing our numbers of participants, while keeping our program operating within standards seen across the globe.

In 2015, we served an **additional One Hundred Seventy children (170) and Sixty-Seven (67) adults**. As our numbers have increased, we find it necessary to hire a part-time employee to assist with registration, public relations, and fundraising. Further, this increase in registration places pressure on us to continue to purchase additional equipment to meet the needs of our program.

Program Description

In 2015, LSA fielded approximately (40) youth teams in the Spring and Fall. We serve three-(3)-year-olds up to seventeen-(17)-year-olds across Albany County. Further, we give One Hundred Seventy-Nine (179) adults the opportunity for healthy exercise and recreation.

We have kept our registration fee for each season at forty-five dollars (\$45.00) per child/ season. We never turn children away, and offer as many full-ride scholarships as are requested.

We divide teams into distinct age classes, and tailor our program to their developmental needs. We have a Mighty Munchkins program for three to five (3-5) years olds, we have a 5v5 league for U7, 7v7 for U10, and 8v8 for our older youth.

We also host both a competitive and a recreational adult season each summer, from June through July of each year.

The chart below shows the number of children who participated in LSA soccer, divided by season. It also breaks down the number of children who received scholarships (did not pay a registration fee), and the column on the far right represents children who only play in one of the two seasons each year.

Year	Season	Total Children	Scholarship	Teams	Children who did not play prior season
2012	Spring	279	12	30	144
2012	Fall	244	17	34	114
2013	Spring	278	15	34	129
2013	Fall	218	16	27	107
2014	Spring	273	21	35	166
2014	Fall	279	29	34	79
2015	Spring	299	23	27	Unknown
2015	Fall	368	20	42	124

*** Please note that in 2015, LSA served 543 individual children through both the Spring and Fall.

*** It is important to note that we also provide a recreational opportunity for adults, and this past summer 179 adults from our community played in our Summer League.

Expenses.

For the youth season, we have volunteer coaches. However, we do pay to allow all of our coaches to complete an online coaches' certification. We are also responsible to process background checks, and insure each individual coach. We spend approximately forty dollars (\$40.00) per coach each year to cover these expenses.

Our greatest expense is paying referees for each game that we host. We pay our referees between fifteen dollars (\$15.00) and eighteen dollars (\$18.00) for each game. We also organize and host referee certifications on an annual basis, to support the field of qualified referees in our

community. Approximately 1/3 of our total revenue goes towards the cost of referee employment and development.

Our second largest expenditure is City of Laramie Parks users fees. We pay the City of Laramie \$12.00/participant each season. In 2015, we had 667 youth participants and 179 adult participants, for a total of 846 users. At \$12.00/ user, we were assessed \$10,152.00 in users fees from the City of Laramie.

Our third largest expenditure is providing insurance for all of our participants. To qualify for insurance, we have to pay \$12.00/coach for background checks, and insurance. Further, we pay \$10.00/child for an individual policy to cover accidents related to our organization.

Per Child Expense Break-down	
Youth Registration Fee	\$45.00
Insurance cost per child	- \$10.00
User fee per child	- \$12.00
Referee cost/ per participant	- \$13.75
Per Child Revenue remaining for program costs	= \$9.25

In order to play, each individual must purchase a reversible jersey, currently sold by Rocky Mountain Shirt Works, a locally owned Laramie business, as well as shin-guards.

For each team that we field, we provide balls, goals, nets, ball bags, practice cones, and field markers. All of this equipment is essential to teach and play soccer. As our numbers increased dramatically in 2015—170 additional youth—we are in need of purchasing additional equipment to meet the needs of our growing program.

Ongoing Equipment Needs:

Balls

The Laramie Soccer Association is requesting assistance with maintaining our ball inventory. As our numbers increased dramatically last year, we are in need of replenishing our ball inventory. While we are extremely grateful for last year's support in purchasing new balls, we are constantly in need of replacement balls, and have been overwhelmed with our increased participation rate.

LSA will need to purchase one-hundred (100) new size-four balls at \$17.99 a piece. This would allow us to replenish our ball supply, and enable us to continue implementing the five-on-five teams in the youngest divisions.

Ball Bags

In switching from seven-on-seven to five-on-five teams, we are fielding additional teams. Our old ball bags are worn-out, and in need of replacement. We need to supply our coaches and new players with additional ball bags. LSA will need twenty (20) ball bags at \$27.95 a piece.

Corner Flags

LSA is currently out of corner flags. These are essential to allow a referee to monitor the field boundaries, and call the games. As we only field one referee per game, these are essential to assist our referees with their duties. We will need twelve (12) new ones at \$33.95 per corner flag.

Pop-up Goals

Last year, LSA implemented a new format for children between the ages of 3 and 7. We switched these children to playing on smaller fields, and use pop-up goals, rather than full sized goals, for their games. To facilitate this new format, LSA will need to purchase ten (10) new pop-up goals for our youngest players at \$64.95 per goal and ten (10) new pop-up goals for our intermediate players at \$99.00 a piece.

Pinnies

LSA is in need of three hundred (300) new pinnies, or practice jerseys, for our players to use for scrimmages. Each new pinnie will cost \$3.95. These double as our goalie jerseys as well. We are out of an inventory of these items, and find a need to replenish our supply.

Help Us Continue to Offer A Cheap Recreational Opportunity For The Youth Of This Community.

LSA has an excellent track record of providing a safe, fun, recreational activity for the children of Laramie. As any organization in existence for over thirty-six years, there comes a time where programs and equipment need to be upgraded.

LSA's need to support its increased participation, as well as the need to replace old equipment, all while implementing a new playing format, will strain our meager budget. To assist with these changes, while focused on maintaining a cheap recreational opportunity for our youth, we are

requesting that the Albany County Recreational Board assist in the purchase of new balls, ball bags, corner flags, pop-up goals, and pinnies for our youth.

We are asking for an approximate total of \$5,589.90 to purchase the needed inventory.

Equipment	Number Needed	Cost Per Item	Total Cost
Size-Four Balls	100	\$17.99	\$1,799.00
Ball Bags	20	\$27.95	\$559.00
Corner Flags	12	\$33.95	\$407.40
Pop-Up Goals (small)	10	\$64.95	\$649.50
Pop-Up Goals (intermediate)	10	\$99.00	\$990.00
Pinnies	300	\$3.95	\$1,185.00
Grand Total			\$5,589.90

Further, to give us the financial flexibility to hire a part-time employee, we are seeking a **\$6,500.00** dollar grant to reimburse the City of Laramie for park users fees. In 2015, we were assessed for 667 youth participants and 179 adult participants. We pay the City of Laramie \$12.00 dollars per participant, which totals \$10,152.00. A \$6,500.00 dollar grant towards our biggest expense would give us the financial flexibility to hire a part-time staff member. Who after the first year, could assist with their ongoing salary through fundraising and other needs.

Conclusion.

The Laramie Soccer Association is seeking a **\$5,589.90** grant to assist in purchasing equipment necessary to meet the growing number of children and adults that we serve. As our numbers have increased dramatically, we are in need of additional equipment to meet the demand.

Further, as our numbers have increased, we are in need of a part-time employee. In order to assist with this expense, we are seeking a grant of **\$6,500.00** to go towards player users fees with the City of Laramie. This one time grant will give us the financial flexibility to hire an employee, while keeping our registration fee as low as is feasible.





PO Box 933
Laramie, WY 82073
307-399-4779

December 15, 2015

Mr. Paul Harrison, *Parks & Recreation Director*
City of Laramie
PO Box C
Laramie, WY 82073

RE: ACRB FY2016/17 Grant Request

Dear Mr. Harrison:

Please find enclosed 12 copies of a grant request from the Laramie Amateur Hockey Club. LAHC is grateful for the City's support of its program. We believe we offer a positive and productive athletic experience to the youth in our community and your continued support is crucial to our success.

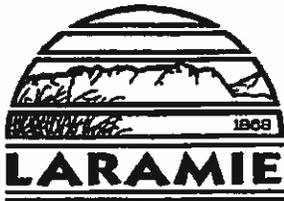
Our grant request is for partial funding of our free initiation program and two coordinator stipends. Should there be any questions regarding our request please contact me. We look forward to meeting with the Advisory Board in January.

Thank you.

Sincerely,

Ray McElwee, LAHC President

THE PARKS, TREE & RECREATION ADVISORY BOARD RECOMMENDED
A \$2,000 REDUCTION IN THE LAHC GRANT REQUEST.



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

**City of Laramie Grant Project Request Form
for Albany County Recreation Board FY2016/17 Grants**

Name of Entity: Laramie Amateur Hockey Club

Date Submitted: December 15, 2015
(All projects must be submitted by December 15, 2015)

Brief description of project or funding request: Initiation Program Ice Time, Goalie Coordinator & Referee Coordinator Stipends.

Estimated Total Cost of Project: \$ \$9,780.00

Will there be any matching funds from the requesting entity? Y N \$ \$1,220.00

Will there be any matching funds from any other entity? Y N \$

Name and signature of authorized representative of entity including address, email and phone number.  Ray McElwee, LAHC President, PO Box 933, Laramie, WY 82073, rm@groathouse.com, 307-399-4779

Please attach detailed responses to the following information:

1. Detailed description of the project. (Schematic drawings or photographs are a plus)
2. Detailed description of impact on community recreation.
3. Detailed project timeline.
4. Describe estimated operational costs and how they will be addressed for the life of the project.
5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

The City of Laramie is a sponsoring agency for public recreation projects which may include facilities, construction, programs, equipment, and operations or maintenance items related to public parks and recreation projects in Laramie and Albany County.

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

Each submittal must include twelve (12) copies of the proposals with a maximum of fifteen (15) pages, non-bound, single sided, 12 pt. font, 8.5" X 11" page size. All grant applications must be submitted to the office of the Parks and Recreation Director, P.O. Box C, Laramie, WY 82073 pharrison@cityoflaramie.org by December 15, 2015.

If you have any questions, please contact Paul Harrison, Parks and Recreation Director at 307-721-5260 or at pharrison@cityoflaramie.org.

ALBANY COUNTY RECREATION BOARD
GRANT APPLICATION

1. Description of the Project

Laramie Amateur Hockey Club (LAHC) is a non-profit 501(c) (3) organization dedicated to teaching the game of ice hockey to Laramie area children from the ages of 4 to 19. The majority of the club's revenue is obtained from player registration fees and community-based sponsorships and donations. The organization has no paid staff so all sponsorship money goes toward keeping rates low so that more kids have this opportunity available to them. The registration fees cover ice time which is rented from the City of Laramie. In order to keep rates low, all other financial obligations such as association dues, referee fees, equipment, and tournament fees are met through sponsors, donations, and other fundraising efforts. LAHC hosts games and tournaments nearly every weekend which bring in teams from around the State and region, and provide economic revenue to the City of Laramie.

Request #1 - Initiation Program

As a service to our community and the children of Laramie, LAHC sponsors an Initiation Program where children have a great opportunity to learn the game of hockey through a learn-to-skate program. This program is designed to teach young players to skate and introduce them to the game of hockey. The winters are long in Laramie, and this program not only gives kids a great opportunity to learn to skate, but also provides them with activity and socialization outlet during the long winter season when outdoor recreation is difficult.

To maximize the availability of this program to Laramie families, LAHC offers this program free of charge. Participants are given quality instruction for 2 on-ice sessions per week as well as free rental equipment.



Hockey equipment is costly and would prevent most families from trying the sport. LAHC provides equipment for all Initiation Program players. A full set of equipment is required for every Initiation player and replaced as it becomes worn out when its safety certification has expired. In 2015-2016 LAHC received an Albany County Recreation Grant which help purchase replacement equipment.

Most players involved in our Initiation are 4-8 years old, though we do frequently have skaters that are older and want to learn the game and learn to skate.

The success and effectiveness of this program has grown immensely. Parents and players love the experience and come out of our program with confidence in the game of hockey and love for ice-skating.

This Grant request is to cover the ice time and advertising expenses for the initiation program.

Request #2 - Goalie Coordinator & Referee Coordinator Stipend

Goalie Coordinator and Referee Coordinator paid positions. These positions are key in keeping the club organized and well run. These positions require individuals filling them to have specific and unique skill sets that are difficult to find and also require a significant amount of time. Both positions' Responsibilities include and are not limited to recruiting, coaching, scheduling and enforcing compliance with both the Safesport safety program and proper referee training compliance.

This request is for a stipend to compensate the two individuals filling these positions.

2. Description of Impact on Community Recreation

Request #1 - Initiation Program

The Initiation Program began in the 2006-2007 season with 16 participants. This program was funded by a donation from an avid hockey fan. Over the next few seasons, the club realized the value of the program and decided to fund the program itself. Over the last five years our enrollment has been:

Participants	Season
20	2011-2012
19	2012-2013
31	2013-2014
54	2014-2015
27 - 1 st session	2015-2016

Over the last five years, the increase in enrollment in our Initiation Program has introduced youth in Laramie to a life-long sport and has created life-long skaters. Many of the players that are introduced to hockey and skating through our Initiation program return the following year to be a part of the club. Our retention rates are as follows:

Participants	Season	Continued	Retention
20	2011-2012	10	50%
19	2012-2013	9	47%
31	2013-2014	20	64%
54	2014-2015	25	46%

The growth and sustainability of our overall organization is directly related to the success of our Initiation program. In successive years, the enrollment in Initiation has trickled up into the other age groups increasing enrollment in all age groups. The club must have a healthy enrollment in the Initiation Program so that these players will eventually feed into upper level groups.

A recent statistical study was performed on all our teams which showed retention and attrition rates. It was shown that LAHC needs to support an initiation enrolment of 40-50 players in order to have healthy teams in later years. Due to the attrition rates, LAHC would cease to exist if we do not have a high number of participants in the younger age groups.

Not only does this Initiation Program create hockey players, it creates confident and "addicted" ice-skaters. At any given public skate, there are numerous LAHC club members and Initiation

Program players paying to skate. Once on the ice, they can't get enough. As our club grows, the income to the Ice and Event Center proportionally increases. More players translate to more ice time for practices. More teams translate to more games and tournaments which bring in hundreds of families through the rink purchasing goods and participating in Public skate.

The popularity and success of our program has grown to the point where additional ice time and equipment is needed to meet the needs of this program. Because of the equipment costs and ice-time costs, this program would not be a success if we were to charge the new hockey players a rate that would reimburse the club for expenses. Nor can we ask current club members to subsidize the growing program through further inflating their registration rates beyond reason.

Request #2 - Goalie Coordinator & Referee Coordinator Stipend

A well-run and organized program will attract and retain more players, increasing the opportunity for local recreation participation. In addition, out of town competitors/guests will continue to participate with us and perhaps increase, as we saw with extra tournaments that were held in October bringing eight teams from other cities around the state. LAHC was also granted the state tournament bids for two levels this year bringing in many out of town guests in February and March.

3. Detailed Project Timeline

Request #1 - Initiation Program

The Initiation Program has two sessions. The first runs from September through mid-December. The second runs mid-December through March. At the conclusion of the first session, players have the option of continuing in Initiation or joining their age-appropriate team at a pro-rated fee.

Request #2 - Goalie Coordinator & Referee Coordinator Stipend

The coordinators will serve the entire season, October - March.

4. Describe estimated operational costs and how they will be addressed for the life of the project

Request #1 - Initiation Program

Ice Time Expense - \$7,280.00

The Ice and Events Center will have ice one month earlier next year so the initiation program will run for seven months. It is anticipated that our ice time rate for 2016-2017 will be \$130.00. 56 hours of ice time will be \$7,280.00.

Equipment - \$0.00

Equipment was purchase in 2015 with help from and ACRB grant. This equipment will be adequate for the 2015-2016 season.

Advertisement - \$500.00

Promotion for this program includes newspaper ads, radio announcements, and flyers to the public schools. This cost includes the development, production and advertising.

Volunteers - \$0.00

112 hours of coaching time and 10 hours registration/equipment checkout time at \$10.00/hour is \$1,220.00 in matching funds.



Request #2 - Goalie Coordinator & Referee Coordinator Stipend

Stipend - \$2,000 (\$1,000 each position).

As interest in the club continues to grow, LAHC will continue to be financially viable from registration fees that are charged to participants. It is the goal of LAHC to keep costs as low as possible in order to make participation attainable for as many players as possible. An increased number of participants will allow for accomplishing this goal.

5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

Request #1 - Initiation Program

When the Initiation Program was small, it was feasible for our current membership to support the needs of the program through slightly inflated registration rates and through additional fundraising. The Initiation Program was small enough that it could share the ice with other teams and managing the equipment needs was not a financial burden on the current club members. The program has now grown to a size where the numbers require separate ice time and the wear-and-tear on the equipment has increased. The club and current members cannot currently absorb these costs. Current registration fees are:

Age	Registration Rate
Under 8	\$250.00
Girls Under 19	\$475.00
Squirts 10-12	\$550.00
PeeWees 12-14	\$625.00
Bantams 14-16	\$650.00
Midgets 16-18	\$700.00

The success of our Initiation Program directly relates to the success of our club as a whole. As the Initiation Program continues to produce hockey players, our club membership should grow to the point where it will be able to sustain the program. Our hope is that over the next two years our numbers will increase to the point where our club will be able to sustain this program through reasonable registration rate increases.

Request #2 - Goalie Coordinator & Referee Coordinator Stipend

Again, as the club grows over the next two years our numbers will increase to the point where our club will be able to sustain these positions through reasonable registration rate increases.



Laramie Rifle Range
73 Rifle Range Road
Laramie, Wyoming 82070
www.laramieriflerange.org

28 November, 2015

SUBJECT: FY2017 Albany County Recreation Board Grant Funding Request

TO: Paul Harrison, Parks and Recreation Director, City of Laramie

1. We are requesting \$20,000.00 from the Albany County Recreation Board in FY2017 for the following project:
Replacement of the Multi purpose shooting shed. The structure is 30 plus years old and is nearing the end of its useful life. It has numerous sagging and bowed rafters and purlins. There is evidence of Dry Rot in many of these. The structures also has posts in direct contact with the ground and are rotted as well, with a Northerly wind we have seen several of these posts lift up out of the ground. LRCC Board of directors has anticipated the need for replacing this structure and has set back \$20,000.00 to be used as matching funds for this project.
2. This shooting bay is by far the most popular bay for rifle shooters and the Board feels that this project will improve the safety, access and utility of our existing shooting facility. Maintenance and upkeep will be absorbed by the LRRCC operating budget. LRRCC can complete this project during the FY 2017 period (1 July 2016 – 30 June 2017).
3. The Laramie Rifle Range Corp provides the only safe, clean and organized outdoor facility for rifle, pistol, black powder and archery shooting in Albany County. LRRCC is open to members 365 days per year and to the general public on selected Saturdays and weekends from late May to mid-October. Currently we have 563 memberships; of these 40% are family memberships with an average of 4 listed shooters per family. We also have Associate memberships with UYPD, Laramie PD, Albany County Sheriff's office and Wyoming Game and Fish. In the 11 months ending November 15th we had 4133 individual use days and 526 guests' visits. In addition we hosted A 3 gun match, Apple seed shoot and Bulls eye match.

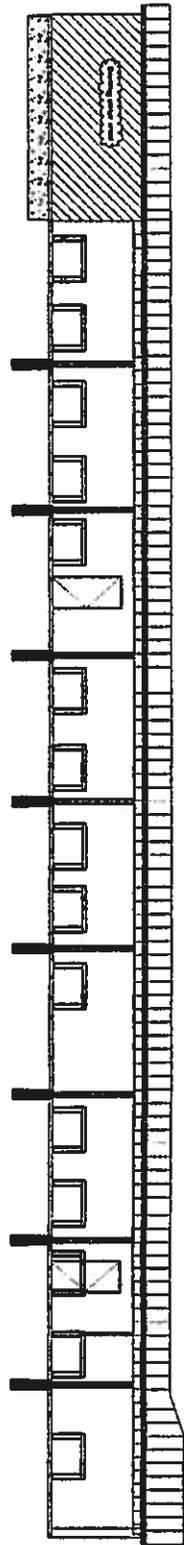
Thank you very much for consideration of our grant request. If you have any questions please contact me at 274-5592. My e-mail address is havesdave@mail.com.



David Hayes
Board Member,
Laramie Rifle Range Corporation

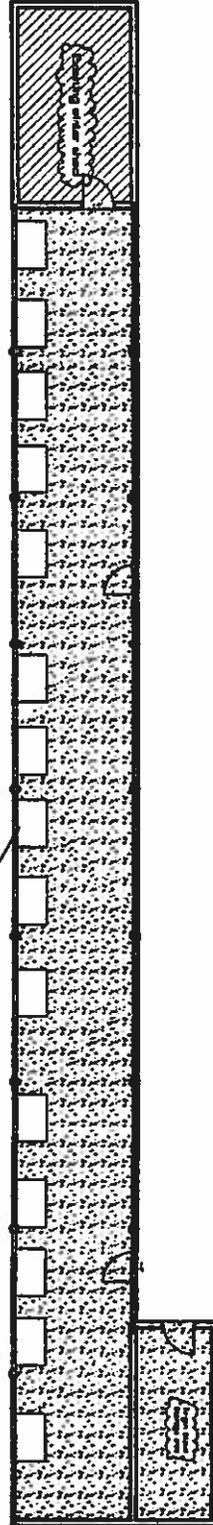
*THE PARKS, TREE & RECREATION ADVISORY BOARD RECOMMENDED
A \$5,000 REDUCTION IN THE LARAMIE RIFLE RANGE GRANT
REQUEST.*

Front Elevation



Floor Plan

Shooting Benches



Laramie Rifle Range

Multii Purpose Range

DRAWN BY: DWH

SCALE: 0.162" = 1' NTS

DATE: November 26, 2015

PAGE #:

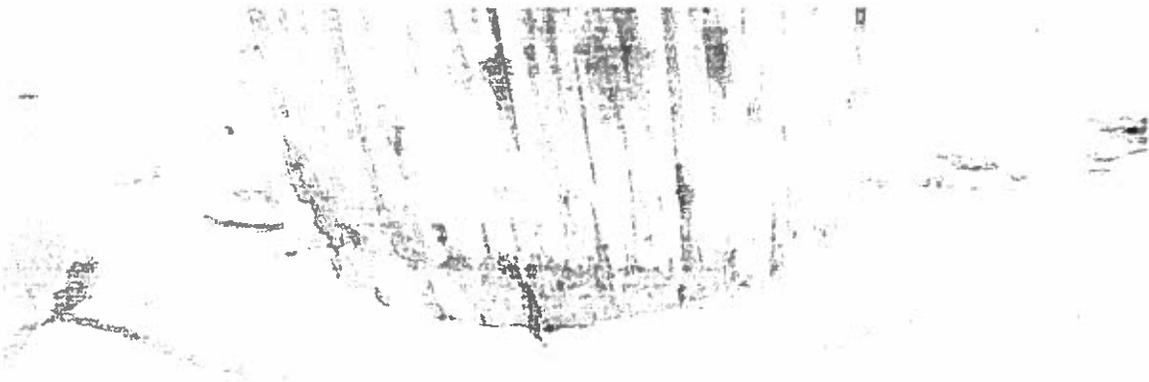
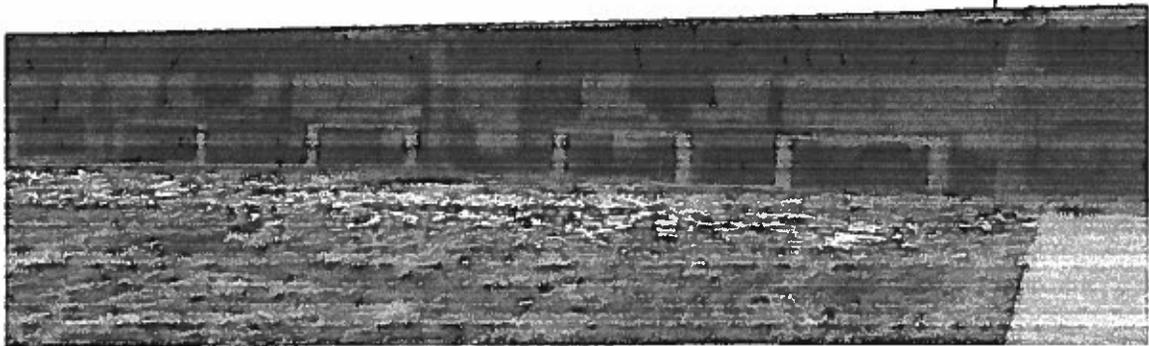
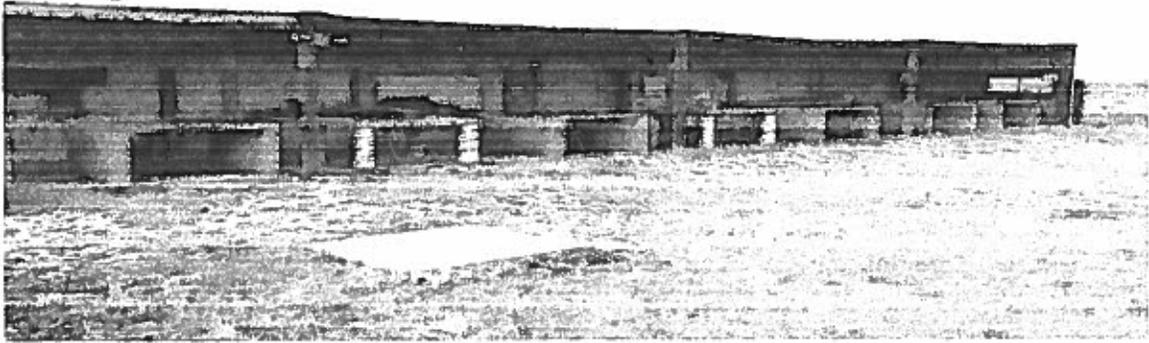
LARAMIE RIFLE RANGE

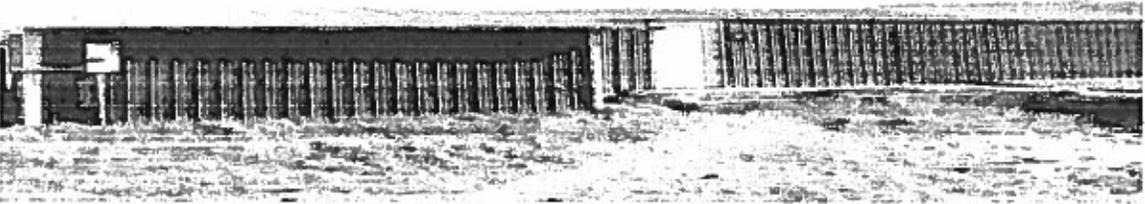
	Qty	Cost	Total
Clean-up	1	300.00	300.00
Concrete	18	54.22	975.96
12" Concrete Colum			
Post	18	36.59	658.62
6x6x10 Treated			
Labor	18	93.00	1,674.00
Exterior Doors	1	360.00	360.00
Excavation	18	45.00	810.00
Framing	1560	3.98	6,208.80
Insurance	1	500.00	500.00

Materials for 8' back wall, metal roof and one end wall, Wall sheeted both sides siding on one side

2x4x8	195	2.14	417.30
2x4x16	33	7.06	232.98
2x4x16 Strand board	17	18.59	316.03
31/2"x 117/8" LVL			
7/16" OSB	520	6.18	3,213.60
Truss Engineered 4/12 pitch 12' span	152	11.00	1,672.00
Misc	67	38.73	2,594.91
Permits	1	750.00	750.00
Roofing- Synthetic Felt	1	300.00	300.00
Metal Siding	2	380.00	760.00
Eave Flashing	2016	1.91	3,850.56
J-Moldings	21	33.79	709.59
Wall Cap	32	10.45	334.40
Roll Flashing	11	19.32	212.52
Screws	1	19.99	19.99
Labor	25	9.49	237.25
Misc Metal	1560	5.48	8,548.80
	1	750.00	750.00

Sub-Total	36,407.31
Profit	3,640.73
Total Estimate	40,048.04







**City of Laramie Grant Request Form
for Albany County Recreation Board FY2016/17 Grants**

Name of Entity: Laramie Railroad Depot Association

Date Submitted: December 15, 2015

Brief description of project or funding request: Repair and replace pavers around Depot building

Estimated Total Cost of Project: **\$170,000**

Will there be any matching funds from the requesting entity? **Yes**
(From the Laramie Railroad Depot Association)

Will there be any matching funds from any other entity? **Yes**
(From the Wyoming State Historic Preservation Office)

Section 1 – Detailed description of the project.

We request \$10,000 from the Albany County Recreation Board to fund soil removal and replacement with compact base. The original design of the depot had the water from the roof drain into an underground cistern, which in turn drained into the city sewer. Several years ago, the the cistern was disconnected from the sewer, and a series of french drains were installed to take up the water as it came off the roof.

The french drains have not been a good solution. The drains commonly fill up, and the sand under the brickwork around the Depot has subsided. Proper drainage should eliminate the problem, by draining away from the building into the park on the North and South sides, and the Parking lot on the East of the Depot. We have acquired new drains and gutter covering material through different funding sources. We will need to acquire some additional pavers, and are working on getting the best deal we can on appropriate pavers, that will match the current ones.

The project is multi-faceted, and will address several needs at the Depot. We have commissioned and received a detailed plan, and are working with a contractor to oversee the more sensitive work with heavy equipment next to the foundation of the historic building. First, addressing the drainage issue will keep moisture from doing further damage to the foundation of the Depot. Next, the pavers need to be removed, inspected, and cleaned. We will achieve this portion with volunteers. The next steps excavate the soil to remove that top portion which includes cinders from the old steam train days. These cinders have contributed to the subsiding of the soil. We will backfill with road base. Lastly, the plan calls to recreate the original look of the depot from photos from the 1920s. The front will still have a ramp into the concourse, to comply with ADA requirements, but will have a more gentle slope, and a more attractive banister.

We have several of the pieces in place but still need to fund the dirt work.

.Section 2 – Detailed description of impact on community recreation

Protecting the long-term viability of the Depot, is central to Depot park. The partnership with the City and the Historic Laramie Depot Association has been beneficial to both parties. Protecting the cultural heritage of Laramie, by way of it's railroad history is an investment in .what we already have

.Section 3 – Detailed project timeline

Phase one of the project is set for spring of 2016. We are describing Phase One as the front (east) side of the depot, along the parking lot. This is the most damaged, as well as the most visible side of the Depot.

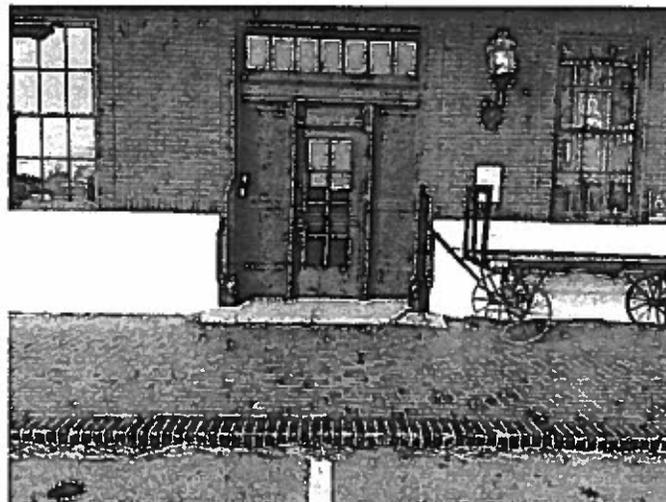
Section 4 – Describe estimated operational costs and how they will be .addressed for the life of the project
See attached estimate . This project will protect the foundation for the .forseeable future

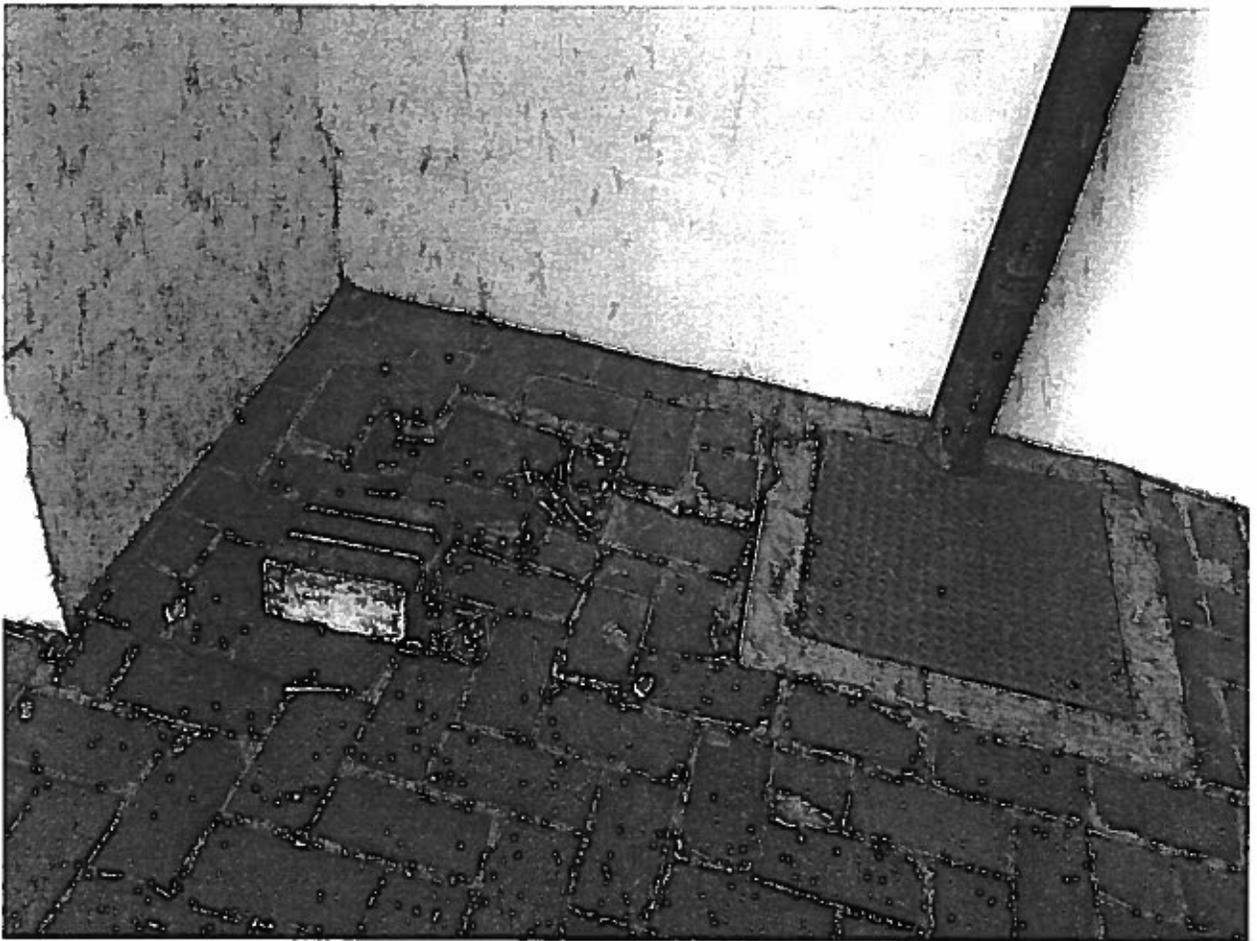
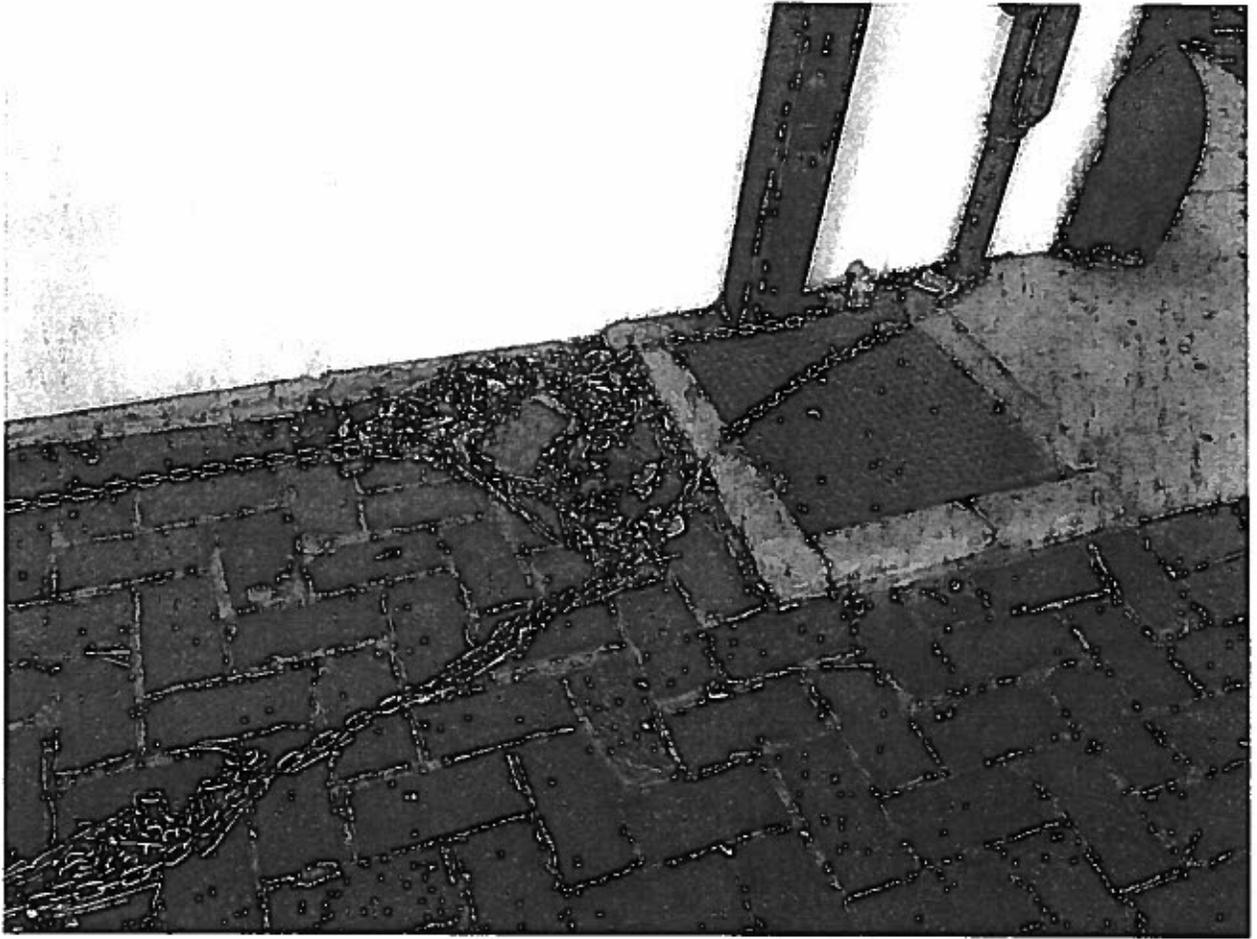
Section 5 – Describe estimated maintenance costs and how they will be .addressed for the life of the project

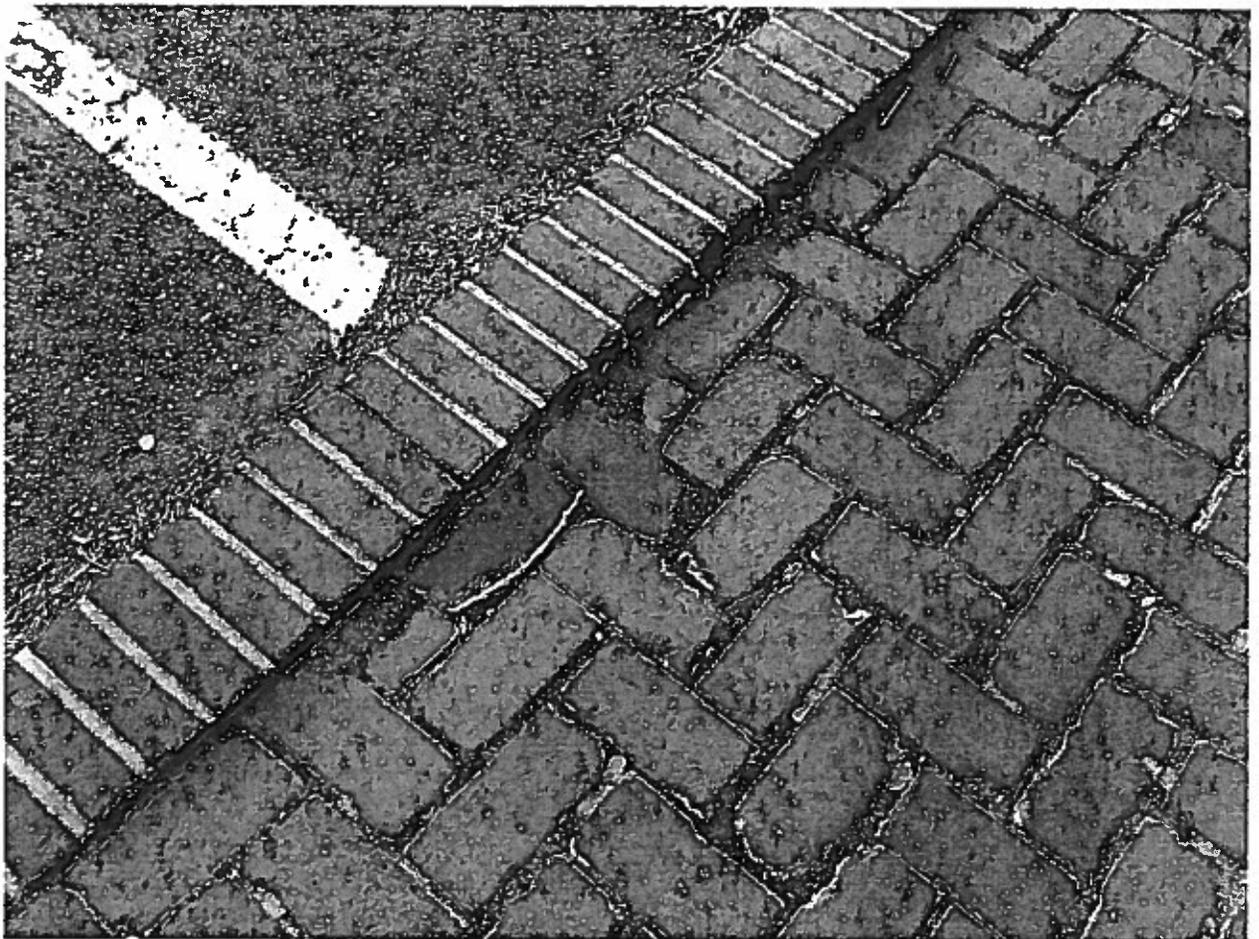
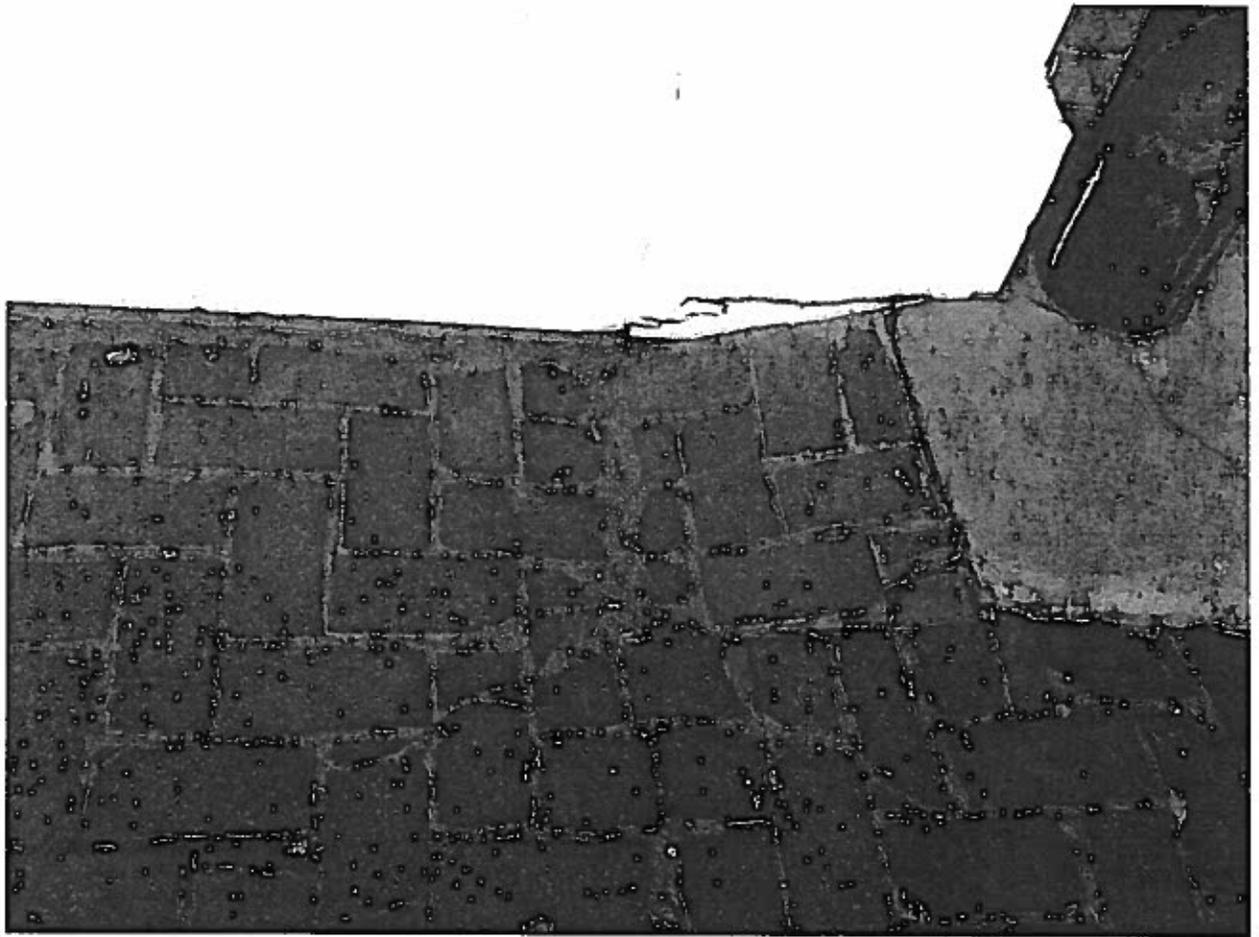
We have aquired several other grants for this project, and are awaiting decisions on some additional grants. Most recently, we received a \$25.000 grant from the Wyoming Cultural Trust Fund, for Phase One of the project. We have been grateful for the support of a variety of City of Laramie funding resources as well.

This project will lower winter maintenance cost as it will be much easier to shovel and keep clear .than the current brickwork

Attachment 1 Photos







LARAMIE TRAIN DEPOT

Date: September 2, 2013

NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	EST. QUANTITY	EST. PRICE	EST. TOTAL PRICE	EST. QUANTITY	EST. PRICE	EST. TOTAL PRICE	EST. QUANTITY	EST. PRICE	EST. TOTAL PRICE	EST. QUANTITY	EST. PRICE	EST. TOTAL PRICE	EST. QUANTITY	EST. PRICE	EST. TOTAL PRICE
0100	Supervision / Management																			
	Supervisor	HR	120	148	\$ 17,760															
	Stakeholder	HR	1	1,000	\$ 1,000															
0110	Site Demolition																			
	Remove Pavement	SF	100	10	\$ 1,000															
	Remove Signage	HR	1	1,000	\$ 1,000															
	Remove Structure	SF	100	10	\$ 1,000															
0120	Earthwork																			
	Excavate 12" to 48" and haul off	CY																		
0210	Site Concrete																			
	Form Place Finish Curbs/Levels	SF	200	10	\$ 2,000															
	Ready Mix Concrete	CY	20	100	\$ 2,000															
	Form Place Finish Subgrade	SF	200	10	\$ 2,000															
	Install Road Base	SF																		
	Install Sand	SF																		
	Install Pavers	SF																		
0300	Site Utilities																			
	Install 12 inch dia. pipe/duct/vent	LF	100	10	\$ 1,000															
	Install 6 inch dia. pipe	LF	10	100	\$ 1,000															
0400	Landscaping																			
	Landscaping Fabrication	SF	1	100	\$ 100															
0500	Signs & Banners																			
	Install signs and banners	HR	20	100	\$ 2,000															
SUBTOTALS						\$ 16,760		\$ 19,200		\$ 1,600		\$ 187,870		\$ 400		\$ 128,070				

TOTAL DIRECT COSTS	\$	138,870				Project S.F.	1,000
LIABILITY INSURANCE	\$	2,070	1.50%			Cost per S.F.	\$24.51
BIDDING FEES	\$		Not Req'd				
PERMIT AND PAYMENT BONDS	\$		Not Req'd				
CONSTRUCTION CONTINGENCY	\$	14,065	10.00%				
PROFIT	\$	15,471	11.00%				
TOTAL BID PRICE	\$	170,476					

CONSTRUCTION PLANS FOR LARAMIE TRAIN DEPOT PAVEMENT & DRAINAGE IMPROVEMENTS

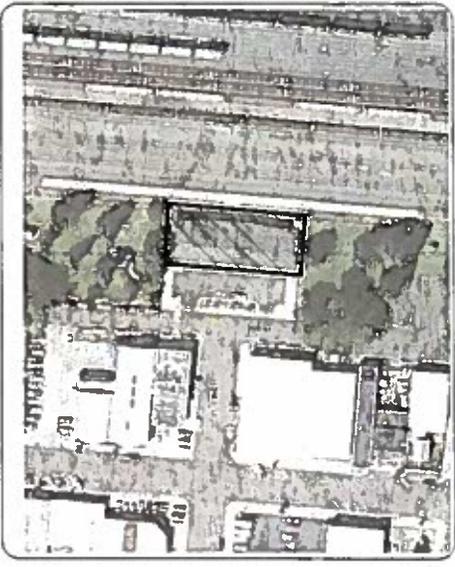
LOCATED IN SECTION 32 & 33, TOWNSHIP 16 NORTH, RANGE 73 WEST OF THE 6th P.M.
CITY OF LARAMIE, COUNTY OF ALBANY, STATE OF WYOMING
NOVEMBER 2014

CONTACT INFORMATION

PROJECT TEAM:

OWNER CITY OF LARAMIE 115 WEST 11th STREET LARAMIE, WYOMING 82001 (307) 742-2000	UTILITY CONTRACTOR WATSON ELECTRIC 1000 W. 11th Street Laramie, WY 82001 (307) 742-2000	ARCHITECT CANNON DESIGN GROUP 1000 W. 11th Street Laramie, WY 82001 (307) 742-2000
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CONTRACT NUMBER 14-00000000000000000000	DATE NOVEMBER 2014
PROJECT NUMBER 14-00000000000000000000	DATE NOVEMBER 2014
CONTRACT DESCRIPTION PAVEMENT & DRAINAGE IMPROVEMENTS AT TRAIN DEPOT	DATE NOVEMBER 2014



UTILITY MAP



- GENERAL NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LARAMIE AND THE STATE OF WYOMING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LARAMIE AND THE STATE OF WYOMING.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LARAMIE AND THE STATE OF WYOMING.
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 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LARAMIE AND THE STATE OF WYOMING.

PAVEMENT RECOMMENDATIONS

CONCRETE CONCRETE (15000 PSI) 4" THICK RECOMMENDED AS THE STANDARD PAVEMENT TYPE	ASPHALT ASPHALT (5000 PSI) 4" THICK RECOMMENDED AS THE STANDARD PAVEMENT TYPE
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LEGEND

- 1. PAVED SECTION INDICATED BY A BOLD LINE
- 2. EXISTING PAVED SECTION INDICATED BY A DASHED LINE
- 3. EXISTING UNPAVED SECTION INDICATED BY A DOTTED LINE
- 4. EXISTING CURB AND GUTTER INDICATED BY A DASHED LINE
- 5. EXISTING SIDEWALK INDICATED BY A DOTTED LINE
- 6. EXISTING DRIVEWAY INDICATED BY A DOTTED LINE
- 7. EXISTING DRIVEWAY CURB AND GUTTER INDICATED BY A DASHED LINE
- 8. EXISTING DRIVEWAY SIDEWALK INDICATED BY A DOTTED LINE
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- 10. EXISTING DRIVEWAY DRIVEWAY SIDEWALK INDICATED BY A DOTTED LINE
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- 14. EXISTING DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY SIDEWALK INDICATED BY A DOTTED LINE
- 15. EXISTING DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY CURB AND GUTTER INDICATED BY A DASHED LINE
- 16. EXISTING DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY SIDEWALK INDICATED BY A DOTTED LINE
- 17. EXISTING DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY CURB AND GUTTER INDICATED BY A DASHED LINE
- 18. EXISTING DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY SIDEWALK INDICATED BY A DOTTED LINE
- 19. EXISTING DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY CURB AND GUTTER INDICATED BY A DASHED LINE
- 20. EXISTING DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY DRIVEWAY SIDEWALK INDICATED BY A DOTTED LINE

CONSTRUCTION CONTRACTOR CANNON DESIGN GROUP 1000 W. 11th Street Laramie, WY 82001 (307) 742-2000	GENERAL CONTRACTOR WATSON ELECTRIC 1000 W. 11th Street Laramie, WY 82001 (307) 742-2000
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WARRANTY AND MAINTENANCE
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LARAMIE AND THE STATE OF WYOMING.



**PRELIMINARY
NOT FOR CONSTRUCTION**



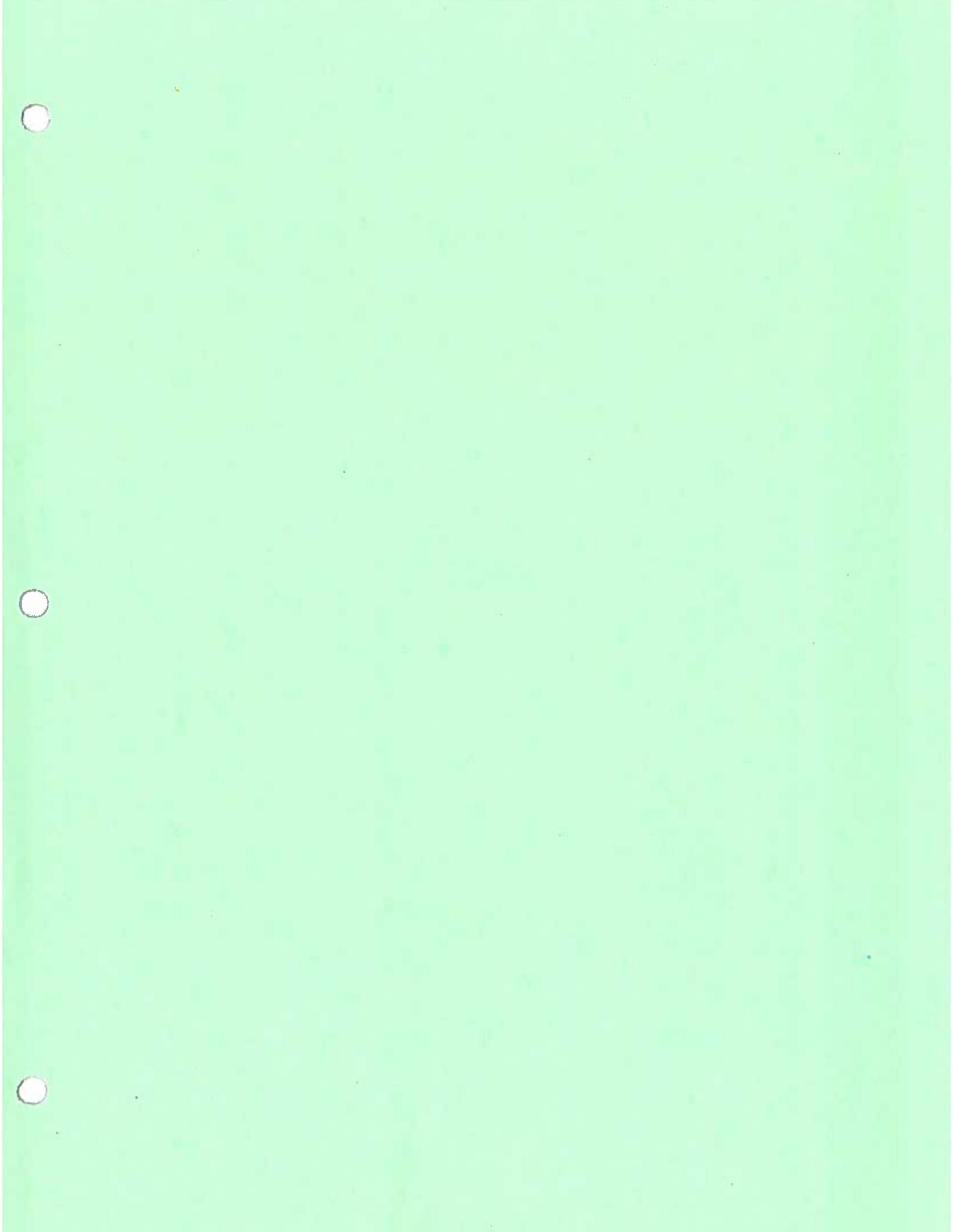
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 NOT FOR CONSTRUCTION

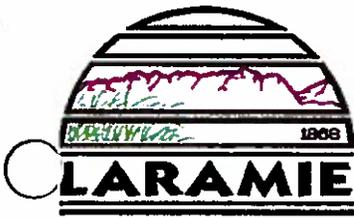


CITY OF LARAMIE WYOMING

GRADING & EROSION CONTROL LEGEND

	3:1 Slope
	4:1 Slope
	5:1 Slope
	6:1 Slope
	7:1 Slope
	8:1 Slope
	9:1 Slope
	10:1 Slope
	12:1 Slope
	15:1 Slope
	20:1 Slope
	25:1 Slope
	30:1 Slope
	40:1 Slope
	50:1 Slope
	60:1 Slope
	75:1 Slope
	100:1 Slope
	150:1 Slope
	200:1 Slope
	300:1 Slope
	400:1 Slope
	500:1 Slope
	600:1 Slope
	750:1 Slope
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	1500:1 Slope
	2000:1 Slope
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	10000:1 Slope
	15000:1 Slope
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	30000:1 Slope
	40000:1 Slope
	50000:1 Slope
	60000:1 Slope
	75000:1 Slope
	100000:1 Slope
	150000:1 Slope
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	400000:1 Slope
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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

January 12, 2016

City of Laramie, Parks and Recreation
Paul Harrison, Director Parks and Recreation
P. O. Box C
Laramie, WY 82073

Re: Little League Complex Backstop Netting
Poles

Dear Director Harrison,

Attached to this transmittal letter you should find a Project Request Form for an Albany County Recreation Board (ACRB) grant for extension poles at the Little League Complex. The existing poles are in a state of disrepair and are in need of replacement. Laramie Youth Baseball applied for and received an ACRB grant for the replacement of the netting in FY15 in the amount of \$5,482. The netting was purchased through the City of Laramie and currently being stored.

Attached are the estimates the City has received to weld new poles to support the new netting. In the interim, parks staff will install the netting on existing poles prior to the 2016 field season until, if approved, the ACRB grant is received at which point the new netting will be mounted to the new poles. I believe this will serve the public from a public safety perspective and improve the appearance of the fields.

Please note, the match in the amount of \$1,500 will come from parks division operational budget under Other Improvements in FY17.

On behalf of the City of Laramie, thank you and please do not hesitate to contact my office with any questions or clarifications.

Sincerely,

David R. Schott
Parks Manager

Enclosures

ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

Project Request Form Fiscal Year 2016-17

Date Submitted: **December 8, 2015**

(All projects must be submitted by 3pm Dec. 15, 2015)

Sponsoring Entity:

- Albany County School District One
 Albany County
 City of Laramie
 Town of Rock River

Name of Individual responsible for the project: Scott A. Hunter, Parks Crew Supervisor

Estimated Total Cost of Project: \$ 17,500.00

Will there be any matching funds from the sponsoring entity? Y N \$ 1,500.00

Will there be any matching funds from any other entity? Y N \$ _____

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)

The City of Laramie Little League Complex backstop extension poles are starting to bend and crack. These poles hold up the netting that the Laramie Youth Baseball association requested and was subsequently approved by the ACRB in FY15. The original poles were installed during Little League State games in 2004. At the time, the Parks Department installed 1 1/4" galvanized poles temporarily as they were undersized for holding up the nets long term. They served their purpose during the State Tournament that year and continued to work until just recently.



Staff has identified these poles as becoming a public safety concern and recommended the installation of new 2" galvanized poles to accommodate the new netting supplied by Laramie Youth Baseball.

2. Description of impact on community recreation.

The City of Laramie works closely with local user groups to help promote sports and general good health practices. The Laramie Little League Complex is used by multiple groups including but not limited to:

- a) Laramie Youth Baseball
- b) University of Wyoming intermural sports
- c) Women's and girl's fast pitch softball
- d) Junior Babe Ruth Baseball
- e) Colt's Baseball practice field
- f) City of Laramie adult softball
- g) Practice for anyone wanting to use the fields on off hours

The backstop netting improvements will help to keep foul balls from flying into the stands and the Little League Complex courtyard. This more fully protects the spectators and players that are in attendance.

3. Detailed project timeline:

The project will be competitively bid and awarded during the fall of 2016. The project will then commence when the ground is frozen to lessen the impact of equipment on the sports turf. It should take an estimated two (2) weeks to fully install the new poles and replace the updated netting, weather dependent.

4. Describe estimated operational costs and how they will be addressed for the life of the project.

There should not be any continuing operational costs associated with this project after the installation of the new 2" galvanized poles other than annual inspections by staff. The life expectancy of the new galvanized poles is 12 to 15 years. At that time, they should be inspected by a licensed welder and determined if they would need replaced.

5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

The City of Laramie Parks and Recreation Department will maintain the nets and poles as part of the general maintenance of the facility every year, until such time as staff determines that the poles or netting needs to be replaced and will become a budget item.

As the person responsible for the implementation of this project, I agree to provide a full and final written report with the request for reimbursement detailing the use of the funds and their impact to community recreation.



of responsible person

Signature

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)



Physical Plant
Dept. 3227 • 1000 East University Avenue • Laramie, WY 82071
(307) 766-6225 • Fax (307) 766-4040 • svsdesk@uwyo.edu

To: Mike Robinson
From: Russ Payne
CC:
Date: 6/30/2015
Re: WELDING FOR BATTING BOX STOP LITTLE LEAGUE FIELDS

Thank you for the opportunity to provide Physical Plant services for your project. As requested, an estimate for the project "WELDING FOR BATTING BOX STOP LITTLE LEAGUE FIELDS" has been prepared based on the scope as indicated below.

The project scope for this estimate *includes welding extension for batting box stop netting poles.*

Attached is a Request for Estimate (RFE) form for this project. Please review the scope indicated above and the estimate amount on the attached RFE and complete Part III of the RFE to authorize the project. The form is to be signed by a person authorized to commit departmental funds. Work on this project will be scheduled after receipt of the signed RFE.

The estimate provided is a not to exceed price. Only the actual project cost will be billed. Any changes to project scope as stated above must be identified, estimated, and then approved by the person who signed the RFE. Should any unforeseen conditions arise during the execution of the project, you will be notified of the issue, provided with an estimate of costs associated with these unforeseen conditions and the project budget will be adjusted accordingly.

If you have any questions or concerns please contact me.

Respectfully,

Russ Payne
Manager, Electrical Shop
766-5106

K.M.



Date Received:	6.29.15
AiM Project #:	15-06732

Physical Plant
 1000 E. University Ave, Dept 3227
 Laramie, WY 82071
 Phone 307-766-6225 Fax: 307-766-4040

REQUEST FOR ESTIMATE

PART I:

INSTRUCTIONS FOR PART I (completed by department):

1. Complete ALL fields in Part I.
2. Obtain signature of authorizing departmental authority. Email signature is acceptable.
3. Forward to Heather Earl (hearl@uwyo.edu) at the Service Building. For additional information, call 766-6883.
4. Originator will be contacted by a Physical Plant representative with additional information.

Request Date:	6/29/2016	Desired Project Completion Date:	
Originator:	Mike Robinson	Email Address:	mrobinson@cityoflaramie.org
Department Name:	City of Laramie	Phone Number:	970.218.3059
Job Location - Building:	Little League Fields	Job Location - Room:	
Job Description:	Weld extension for batting box stop netting poles		

_____ Date: _____
 Department Signature

PART II: ESTIMATED COSTS

(completed by Physical Plant)

Customer Contacted Date: _____

Estimator:	Russ Payne	Date of Estimate:		Estimate is valid for 60 days
Estimator Phone Number:	766-5106	Estimate Amount:	\$14,000 ⁰⁰	<input type="checkbox"/> Budgetary purposes only
Estimator Comments:	<input checked="" type="checkbox"/> See attached memo			

Capital Non-Capital (Department will be notified if project is classified as a capital project)

_____ Date: 7/2/15
 Deputy Director, Facilities Engineering

7/6/15

PART III: JOB AUTHORIZATION

INSTRUCTIONS FOR PART III (completed by department):

1. Complete ALL fields in Part III for entire estimated amount.
2. Obtain signature of authorizing departmental authority.
3. Forward to Estimator at the Service Building.

PeopleSoft Dept#	Chartfield Description	Fund	Org	BR	Project/Grant	Amount or %

_____ Date: _____
 Dean, Director, or Dept. Head (Print Name) Dean, Director, or Dept. Head Signature

Admin Authorization Required _____ Date: _____

Custom Fabrication, LLC

354 West Harney Street • Laramie, Wyoming 82072 • 307.760.6561

June 17, 2015

Michael Robinson
Parks Crew Supervisor
City of Laramie
Parks & Recreation Department
P.O. Box C
Laramie, Wyoming 82073
307.721.5257
mrobinson@cityoflaramie.org

RE: UW/City Little League Complex Netting and Support Posts

Dear Mr. Robinson,

The purpose of this letter is to submit a bid price for the fabrication and installation of the foul ball netting and support posts for one baseball field at the UW/City Little League Complex. It may be important to note that this bid price is for the foul ball netting and support posts for only one baseball field. The bid price is based on the existing design with structural modifications the support posts with tension cables. Accordingly, there will be four 2" Schedule 40 posts welded to the tops of the existing four inch posts. The support posts will have d-rings for the placement of the new netting. There will be top and middle tension cables to support the netting. The bid price includes the demo of the existing netting and posts, the installation of new support posts, painting of four new support posts, installation of cable and tension turn buckles, and placement of new netting, which is to be provided by City of Laramie. Therefore, at this time Custom Fabrication submits a bid price for the fabrication and installation of the foul ball netting and support posts for one baseball field at the UW/City Little League Complex in the amount of four thousand one hundred fifty dollars (\$4,150.00). If you have any questions or concerns regarding the bid price please do not hesitate to contact Custom Fabrication, LLC at the number provided above.

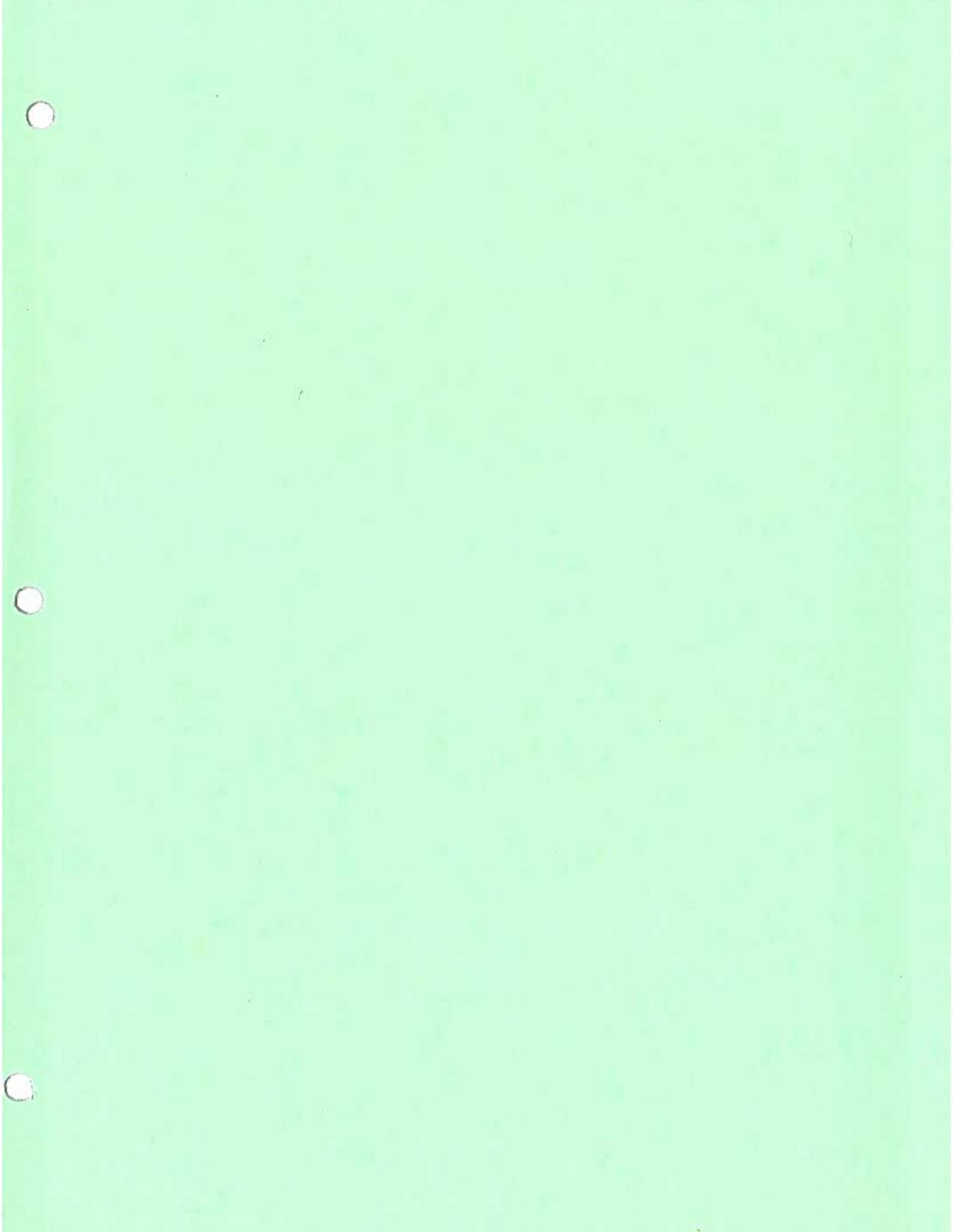
Respectfully submitted,

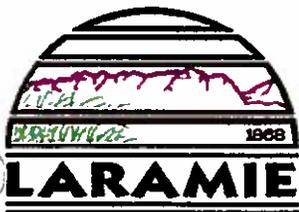
$4 \times 1066.25 = 4265.00$

Colter Floy
Custom Fabrication, LLC

Thank you for your business!

God Bless.





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

January 12, 2016

City of Laramie, Parks and Recreation
Paul Harrison, Director Parks and Recreation
P. O. Box C
Laramie, WY 82073

Re: Programmable Door Locks

Dear Director Harrison,

Attached to this transmittal letter you should find a Project Request Form for an Albany County Recreation Board (ACRB) grant for automatic programmable door locks for Cowboy Field and the Sandy Aragon Softball Complex. City staff proposes seven (7) programmable door locks that will enable staff to issue pin numbers or codes to user groups that would be deactivated at the end of the season each year to ensure security, provide public safety and enable staff to manage the locker room and maintenance areas of Cowboy Field and the office area of the Sandy Aragon Softball Complex.

If this grant request is approved, the City of Laramie will solicit quotes for the project for installation in FY17. The project will be completed in the fall of FY17. Please note, the match in the amount of \$500 will come from the parks division operational budget under Other Improvements in FY17.

On behalf of the City of Laramie, thank you and please do not hesitate to contact my office with any questions or clarifications.

Sincerely,

David R. Schott
Parks Manager

Enclosures

ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

**Project Request Form
Fiscal Year 2016-17**

**Date Submitted: December 8, 2015
(All projects must be submitted by 3 pm Dec. 15, 2015)**

Sponsoring Entity:

- Albany County School District One
- Albany County
- City of Laramie
- Town of Rock River

Name of Individual responsible for the project: David R. Schott, Parks Manager

Estimated Total Cost of Project: \$ 12,500.00

Will there be any matching funds from the sponsoring entity? N \$ 500

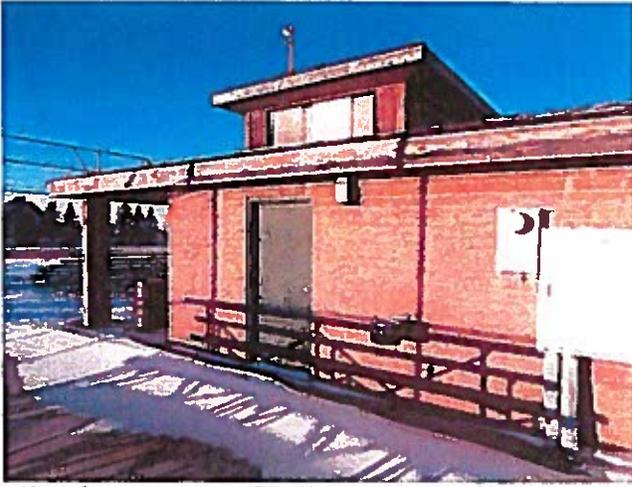
Will there be any matching funds from any other entity? Y \$ _____

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)

The City of Laramie has identified a need to manage the access to areas within Cowboy Field and the Sandy Aragon Softball Complex. Currently, the locker rooms and maintenance areas of Cowboy Field and the office entrance of the Sandy Aragon Softball Complex have a standard key and lock system in place. Several traditional keys have been issued to user groups for access to these areas over the years and not all of them have been returned. City staff proposes seven (7) programmable door locks that will enable staff to issue pin numbers or codes to user groups that would be deactivated at the end of the season each year to ensure security, provide public safety and enable staff to manage the locker room and maintenance areas of Cowboy Field and the office area of the Sandy Aragon Softball Complex. Examples of these automated door locking systems can be seen throughout the parks on the restrooms, which were installed in 2009.

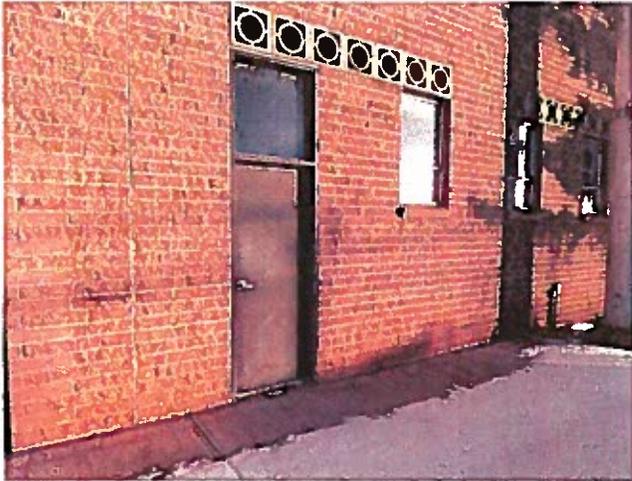
The following are the proposed locations for the automated door locking systems:



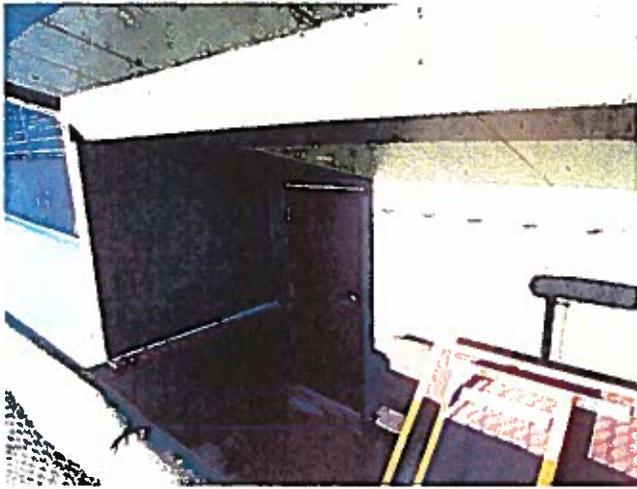
(Sandy Aragon Softball Complex Office)



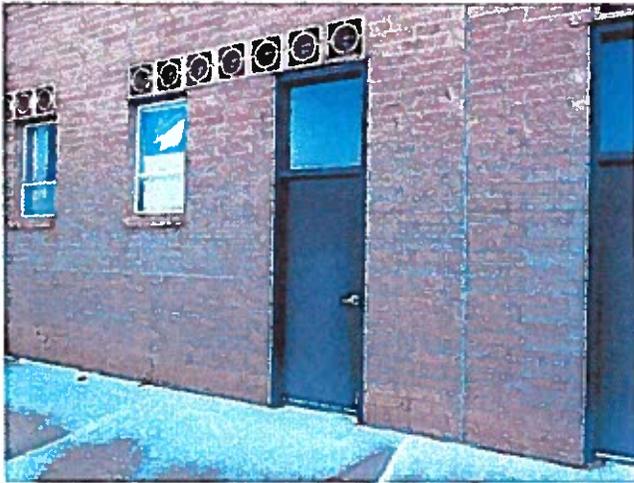
(Cowboy Field First Base Locker Room Dugout)



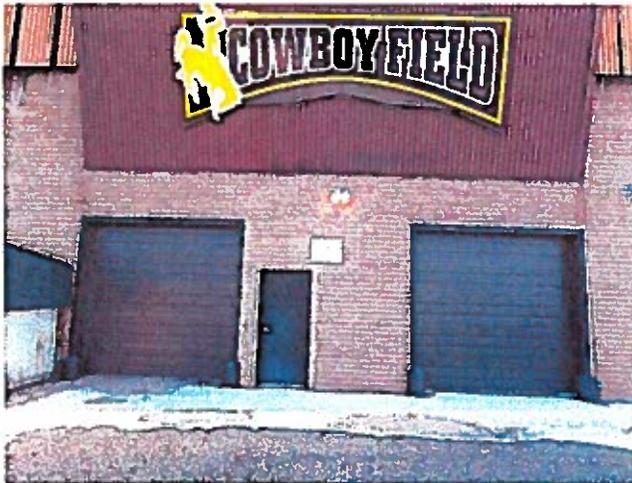
(Cowboy Field First Base Side Locker Room Entrance)

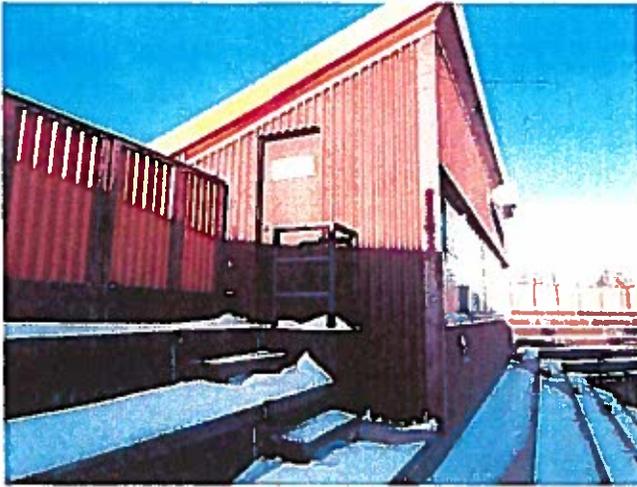


(Cowboy Field Third Base Locker Room Dugout)



(Cowboy Field Third Base Side Locker Room Entrance)
(Cowboy Fields Maintenance Garage Access)





(Cowboy Field Announcer's Booth East Entrance)

2. Description of impact on community recreation.

User groups that currently use Cowboy Field are Colts Baseball, American Legion Baseball and UW Club Baseball. User groups that currently use the Sandy Aragon Softball Complex are City League, UW Intramural Softball and rental of the complex. While there is no direct impact to community recreation there is indirect impacts. Proposed project sites will have greater security for user groups, provide a safer environment for the public and provide accountability for these areas.

3. Detailed project timeline.

If this grant request is approved, the City of Laramie will solicit quotes for the project for installation in FY17. The project will be completed in the fall of FY17.

4. Describe estimated operational costs and how they will be addressed for the life of the project.

While the initial investment in automated door locking systems is greater than replacing the standard locks and keys, over the course of time, the benefit of the automated door locking system will be realized as the need to re-key or replace standard locks and keys is no longer needed. The City of Laramie will maintain and replace automated door locking systems as needed in perpetuity.

5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

There is very little maintenance costs and the City of Laramie will maintain and replace automated door locking systems as needed in perpetuity.

As the person responsible for the implementation of this project, I agree to provide a full and final written report with the request for reimbursement detailing the use of the funds and their impact to community recreation.

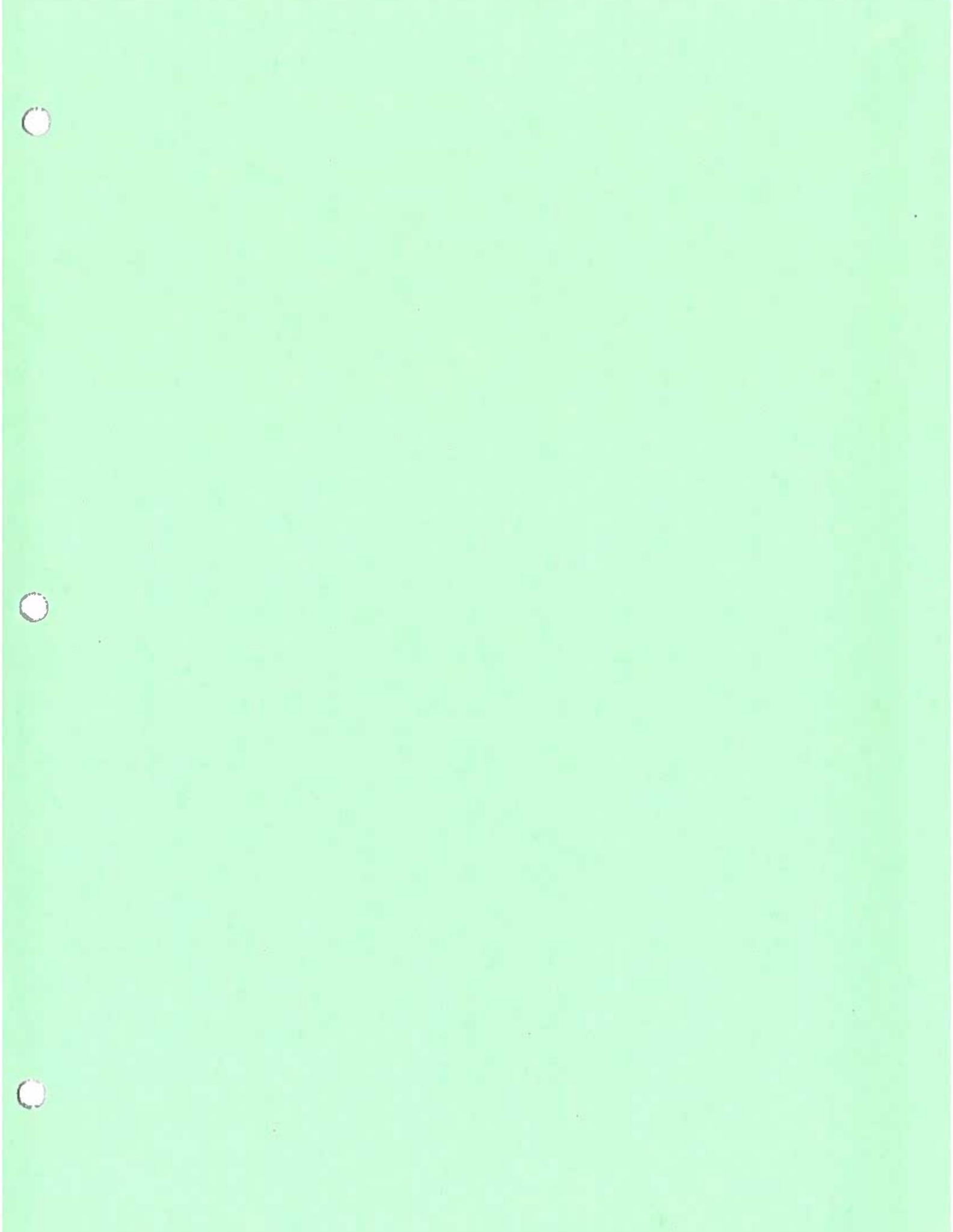
Signature of responsible person

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)



ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

Project Request Form Fiscal Year 2016-17

Little League Dugout Engineering

Date Submitted: December 15, 2015
(All projects must be submitted by 3pm Nov. 30, 2015)

Sponsoring Entity:

Albany County School District One
 Albany County
 City of Laramie
 Town of Rock River

Name of Individual responsible for the project Jodi Guerin

Estimated Total Cost of Project: \$ \$15,000

Will there be any matching funds from the sponsoring entity? ~~\$1,600.00~~ NO MATCH

Will there be any matching funds from any other entity? Y N \$

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)



The City of Laramie is requesting funding for an engineering plan for new dugouts at the Little League Complex. The existing dugouts are very outdated, no longer function as originally anticipated and pose a safety concern to the players and coaches.

When the dugouts were originally constructed in 1959-1961, they were considered state of the art and included French drains to drain away any standing water from the below-grade facility. Since

that time, the drains have become obstructed and no longer carry any water away from the dugouts. The concrete at the back wall has cracked and split, so that snow and rain infiltrates and pools on the floor. This would be less of a problem if the drains inside were functional, but since they do not even minor amounts of precipitation can make them unusable. The parks

The maintenance of the new dugouts will be included in the Parks & Recreation Department budget.

As the person responsible for the implementation of this project, I agree to provide a full and final written report with the request for reimbursement detailing the use of the funds and their impact to community recreation.



Signature of responsible person

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)

To: City of Laramie, Parks and Recreation
From: Laramie Girls Softball and Laramie Youth Baseball Board of Directors
Subject: Relocation and expansion of Laramie Little League Complex dugouts
Date: September 30, 2016

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

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

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

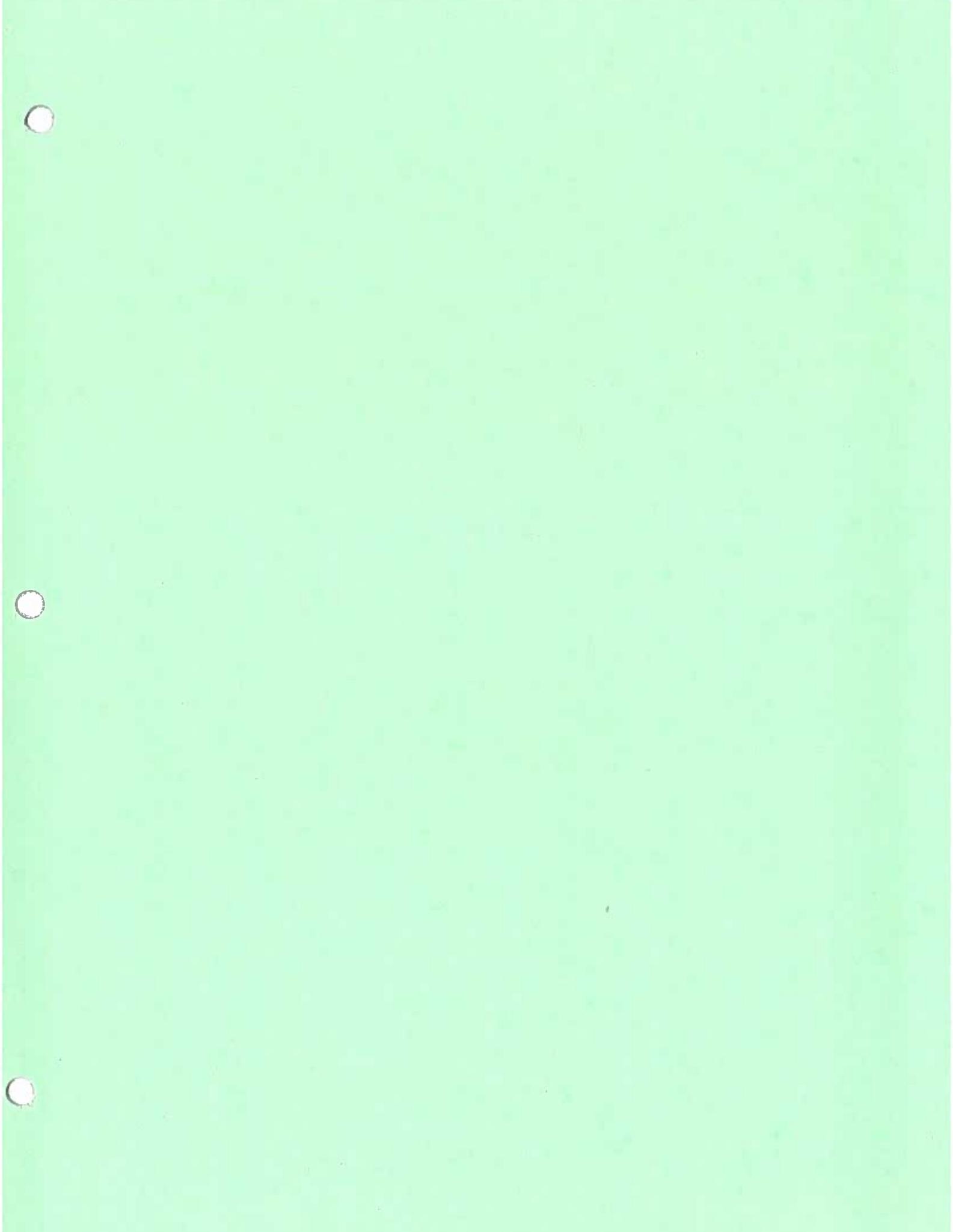
It is the hope of Laramie Girls Softball and Laramie Youth Baseball that we can share Gold field in the future. Therefore, we would like to improve all eight dugouts at the complex in the above manner. It is estimated that each dugout will cost approximately \$10K.

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

Thank you,

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

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



ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

Project Request Form Fiscal Year 2016-17

Additional Laramie Ice & Event Center Operations

Date Submitted: December 15, 2015
(All projects must be submitted by 3pm Nov. 30, 2015)

Sponsoring Entity:

Albany County School District One
 Albany County
 City of Laramie
 Town of Rock River

Name of Individual responsible for the project Jodi Guerin

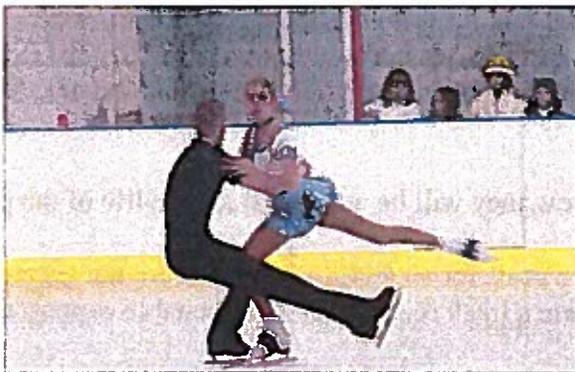
Estimated Total Cost of Project: \$ 30,000.00

Will there be any matching funds from the sponsoring entity? **Y** **N** \$367,851.00

Will there be any matching funds from any other entity? **Y** **N** \$ _____

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)



The Ice & Event Center currently has a season that begins on October 1 and ends on March 15th (approximately). This is a total of twenty three weeks. Over the years, the City has received numerous requests to extend the ice season, but has not had sufficient operational funding to accommodate this request.

As one might expect, winter operations are more costly with the expense of operating the chiller and heating the lobby and stands. Additionally, staffing costs for winter programming are higher because of the number of hours the facility is open to the public.

An additional month of operations breaks down with roughly \$12,000.00 for staffing, \$12,000.00 for facility overhead such as electric, heat and water, and an additional \$6,000.00 for supplies and program costs.

Jade Stueris

Signature of responsible person

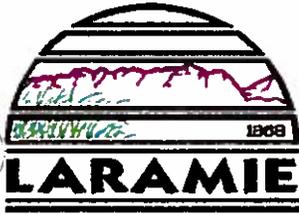
The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)





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

January 12, 2016

City of Laramie, Parks and Recreation
Paul Harrison, Director Parks and Recreation
P. O. Box C
Laramie, WY 82073

Re: Cowboy Field Batting Cage

Dear Director Harrison,

Attached to this transmittal letter you should find a Project Request Form for an Albany County Recreation Board (ACRB) grant for a batting cage at Cowboy Field on the first base side. Wyoming weather has taken its toll on the existing batting cage's netting and frame. The existing batting cage was installed prior to 2001 according to City staff. It has reached its service life. It has also been noted that the existing frame does have cracks developing, which is a user safety concern.

If this grant request is approved, the City of Laramie will solicit quotes for the project for installation in FY17. The project will be completed in the fall of FY17. Please note, the match in the amount of \$1,000 will come from the parks division operational budget under Other Improvements in FY17.

On behalf of the City of Laramie, thank you and please do not hesitate to contact my office with any questions or clarifications.

Sincerely,

David R. Schott
Parks Manager

Enclosures

ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

Project Request Form Fiscal Year 2016-17

Date Submitted: **December 14, 2015**
(All projects must be submitted by 3pm Dec. 15, 2015)

Sponsoring Entity:

- Albany County School District One
 Albany County
 City of Laramie
 Town of Rock River

Name of Individual responsible for the project: David R. Schott, Parks Manager

Estimated Total Cost of Project: \$ 21,000.00

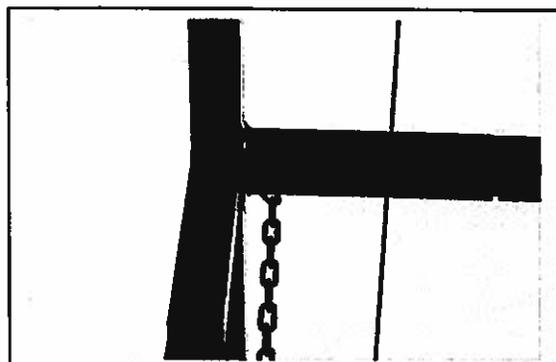
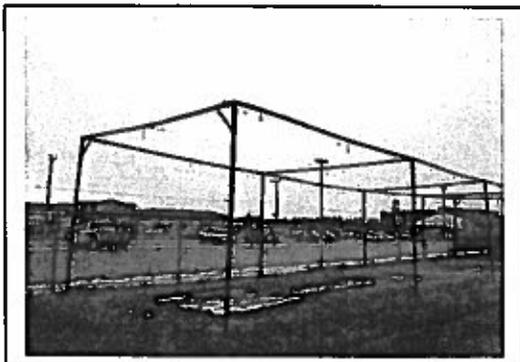
Will there be any matching funds from the sponsoring entity? Y N \$ 1,000.00

Will there be any matching funds from any other entity? Y N \$ _____

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)

The Cowboy Field batting cage on the first base side adjacent to the parking lot is in need of replacement due to its dilapidated condition. Wyoming weather has taken its toll on the netting and the frame. The existing batting cage was installed prior to 2001 according to City staff. It has reached its service life. It has also been noted that the existing frame does have cracks developing, which is a user safety concern. City staff recommends replacement with a batting cage similar to the new batting cage at the Little League Complex. This batting cage is a Mastodon batting cage measuring 12'H x 12'W x 55'D. Please note, the batting cage on the third base side is in good condition.



2. Description of impact on community recreation.

The City of Laramie works closely with local user groups to help promote sports and provide quality and safe athletic field amenities. User groups that currently use Cowboy Field are Colts Baseball, American Legion Baseball and UW Club Baseball.

3. Detailed project timeline:

The project will be competitively bid and awarded after the new fiscal year, FY17. The bid will include the purchase of the batting cage and the installation upon arrival. Installation will occur in the late summer/fall of 2016 after the user group seasons have been completed.

4. Describe estimated operational costs and how they will be addressed for the life of the project.

There should not be any continuing operational costs associated with this project after the installation. However, City staff will remove the netting prior to winter each year to increase the life of the batting cage.

5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

The City of Laramie Parks and Recreation Department will maintain the batting cages as part of the general maintenance of the facility every year.

As the person responsible for the implementation of this project, I agree to provide a full and final written report with the request for reimbursement detailing the use of the funds and their impact to community recreation.



Signature

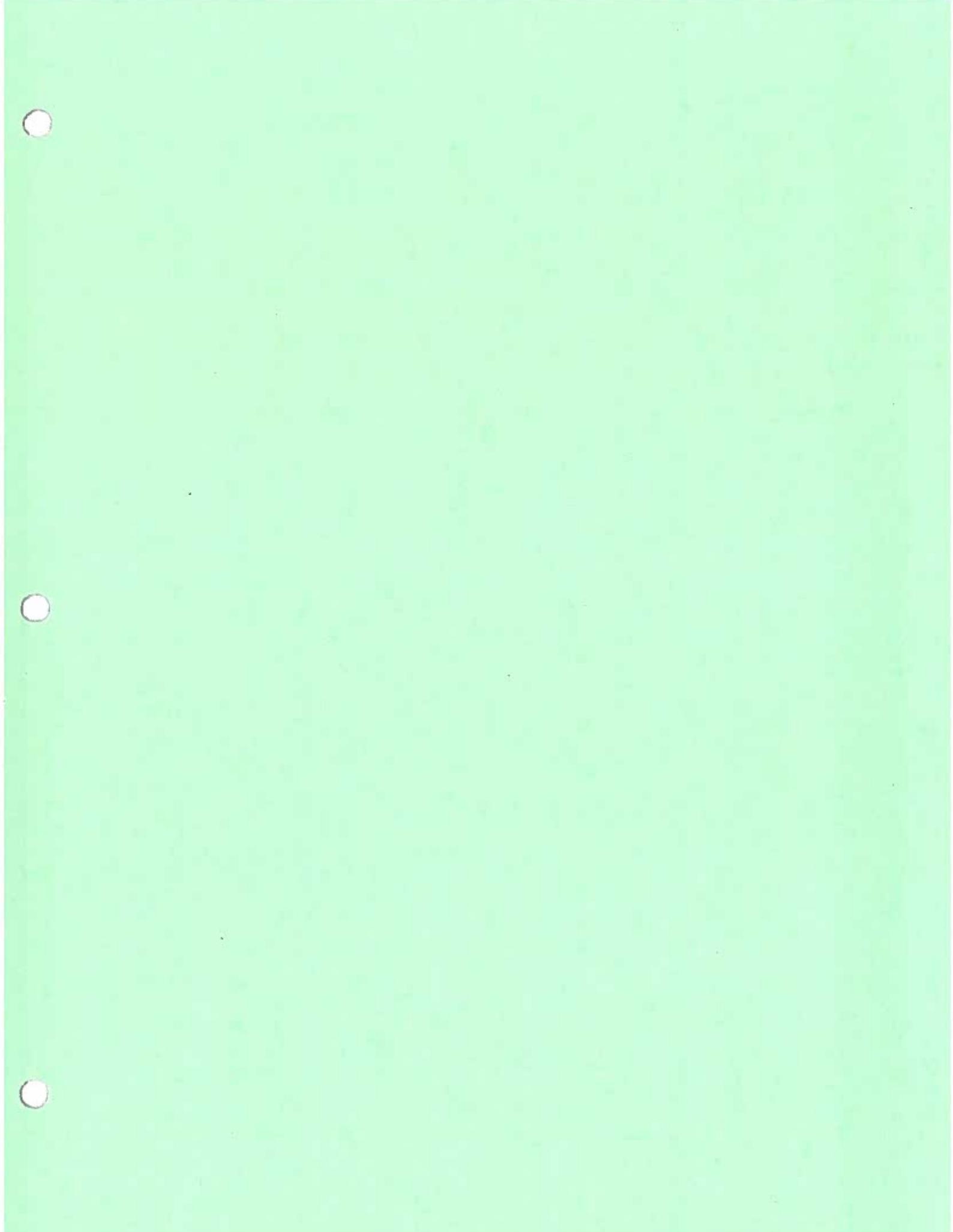
of responsible person

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)



Albany County Recreation Board Grants City of Laramie - Request for Proposals
Healthy Pokes - GAUDREault

A Grant Submitted in Response to:

Albany County Recreation Board Grants Request for Proposals

Karen L. Gaudreault, Ph.D.

Director of Healthy Pokes

Division of Kinesiology and Health

University of Wyoming

Date Submitted: December 14, 2015

Please address all correspondence to: Karen Gaudreault, University of Wyoming,

Department 3196, Laramie, WY 82071; (336) 324-6441, klux1@uwyo.edu

Healthy Pokes - GAUDREULT

December 14, 2015

City of Laramie, Office of Parks and Recreation
920 Boulder Drive
Laramie, WY 82072

Dear Mr. Paul Harrison,

Healthy Pokes is an after-school health and wellness program designed to address childhood overweight and obesity rates by targeting at-risk youth in Laramie. Operating in Laramie since 2014, the program targets children between the ages of 7 and 14 years (3rd - 8th grade), through a multidisciplinary and longitudinal intervention aimed at improving child health. I currently serve as Director of Healthy Pokes in addition to my responsibilities as Assistant Professor in Kinesiology and Health (K & H) at the University of Wyoming with the support of other faculty members, graduate students, and undergraduate students from the Division of K & H and the Department of Family and Consumer Sciences. We are requesting \$48,500 to purchase a vehicle to transport Laramie youth from school to our program site and from our program site to their homes.

Transportation for Healthy Pokes participants is paramount. Simply put, if they cannot receive assistance getting to and from programming sites, they will not be able to participate. Currently, the school district provides rides for the participants to the programming site and to their homes afterward. However, we have been informed that this arrangement may have to change due to state budget constraints. Healthy Pokes is heavily reliant on the consistent and successful transportation of participants. Healthy Pokes participants are reporting and exhibiting increases in their level of physical activity and their interest in being more physically active and they need assistance getting to and leaving from our program site.

Healthy Pokes programming runs 20 weeks per year and we serve children who are not otherwise voluntarily engaged in physical activity or recreation. Our approach is multidisciplinary and longitudinal. We are invested in these children beginning at age 7 and will stay with them at least until age 14. With the support of the Albany County Recreation Board, our organization will be able to provide transportation for all of our participants as well as provide the necessary training, support, and funding for the staff required to operate the vehicle, so that we may continue to support Laramie youth in increasing their level of physical activity and engagement. I thank you in advance for your thoughtful consideration, and look forward building a relationship with you in the future.

Sincerely,



Karen Gaudreault, Ph.D.
Director of Healthy Pokes

Healthy Pokes - GAUDREULT**SUBMITTAL REQUIREMENTS**

- 1) One (1) signed original of the City of Laramie, Project Request Form**
(See attached)
- 2) Letter of interest or introductory letter**
(See above letter addressed to Mr. Paul Harrison)
- 3) Name of entity or organization submitting grant proposal, including responsible individual(s) for the project**

Dr. Karen Gaudreault is the Director of Healthy Pokes and an Assistant Professor in the Division of Kinesiology and Health at the University of Wyoming (UW). She was an elementary school physical educator for 6 years in North Carolina and recognized nationally by Project Fit America as an All-Star Teacher for her efforts in creating an exemplary environment for children to learn how to be more fit, active, and healthy. This experience remained important as she left North Carolina to pursue her PhD in Physical Education Teacher Education (PETE) at the University of Georgia. After arriving at UW and learning more about the needs of the youth in Laramie, Karen responded to a desire by undergraduate students in the PETE program to help at-risk youth in the area by creating and implementing the Healthy Pokes after-school program.

- 4) A brief narrative description of project or funding request**

Healthy Pokes is an after-school health and wellness program designed to address childhood overweight and obesity rates by targeting at-risk youth in Laramie. Operating in Laramie since 2014, the program targets children between the ages of 7 and 14 years (3rd - 8th grade), through a multidisciplinary and longitudinal intervention aimed at improving child health. The program runs for 10 weeks during each academic semester (Fall and Spring), for a total of 20 weeks per year, with the students participating in one 2-hour session per week. During these sessions, children receive education and participate in activities relating to physical activity, nutrition, and behavioral health. In addition, they receive one-on-one mentoring from a University of Wyoming undergraduate student over the entire course of the 20-week program. Healthy Pokes serves approximately 40 children annually.

To our knowledge, Healthy Pokes is the only program in Albany County using multiple approaches (physical activity, nutrition, emotional/behavioral health, and mentoring) to address the overall health of our at-risk youth. Through our program, we are able to educate, motivate, and encourage our participants to feel confident and competent in living healthier lives, as well as encouraging their family members to do the same. Youth participating in our program have shown decreases in waist circumference, increases in physical activity, increases in fruit and vegetable consumption, and less screen time (time spent watching television, on phones, computers, or other electronic devices).

Healthy Pokes - GAUDREAULT

We ask for your consideration in helping to fund transportation of Healthy Pokes participants. By enabling us to oversee the transportation of Healthy Pokes participants, the City of Laramie and Albany County will increase the quality of service Healthy Pokes can provide to at-risk youth in our community. First, we will no longer have to spend time meeting with potential transportation partners, thus focusing our time on program planning, implementation, evaluation, and dissemination of program results. Second, the money spent on purchasing our own vehicle will require less financial support from outside agencies in the immediate future (a savings of \$10,000 to \$20,000 per program year, depending on the transportation partner). Finally, purchasing our own vehicle will allow us to expand our service by offering rides to participants to other recreation programs and opportunities on non-Healthy Pokes program days. This will encourage and enable our participants to be more active and to participate in other local programs.

5) The total estimated cost of project (actual cost estimates are preferred)

The approximate cost for a new passenger van, including licensing, insuring, training, decal installation, and registration as well as relevant training for staff is \$48,500. The van would incur approximately 200 miles per week in mileage times 20 weeks of programming per year for a total of approximately 4,000 miles per year. The average useful life for passenger vans is approximately 120,000 miles or 15 years (*Transport Policy.net, 2015*). This means that a grant awarded for the intended purchase of passenger vehicles could benefit the organization for a maximum of 30 years, but more likely for a minimum of 15 years.

6) If there will be any matching funds from the requesting recreation provider/organization

The University of Wyoming contributed financially to initial implementation of the Healthy Pokes program in its early pilot phase. However, continued implementation is dependent on the abilities of Dr. Gaudreault to secure external funding sources.

7) If there will be any matching funds from any other entity

Healthy Pokes is currently funded by Wyoming Department of Health, Cheyenne Regional Medical Center, and Ivinson Memorial Hospital. Local partners in Laramie include: Albany County School District 1, UW Men's Basketball, Laramie Physicians for Women and Children, and Wal-Mart. Funds and donated time and effort through these sources are currently used for recruitment, programming, data collection/analysis and administrative purposes (*see Attachment A: Healthy Pokes Operating Budget*). Due to the short amount of time from the RFP (November 17) to the submission deadline (moved from November 30 to December 15), ***we were unable to secure matching funds from the above entities.***

Funds requested with this RFP are strictly supplemental to our existing budget.

Healthy Pokes - GAUDREAULT

However, it remains likely to receive a partial match from White's University Motors. Any matching funds, or discounts, from the auto dealer would directly reduce the amount requested. We will know the status of their match before January 19, when the City Council first meets to discuss the grant requests.

8) A detailed description of the project (schematic drawings, specifications or photographs are preferred)

The overall goal of Healthy Pokes is to reduce risk and prevalence of obesity and its associated health outcomes. By having children participate in lessons, activities, and mentoring throughout a 20-week program, the program aims to achieve the following objectives:

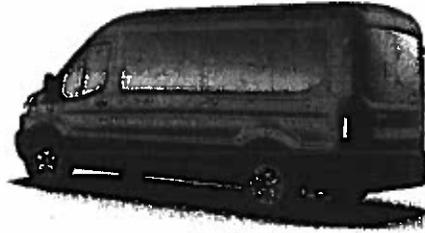
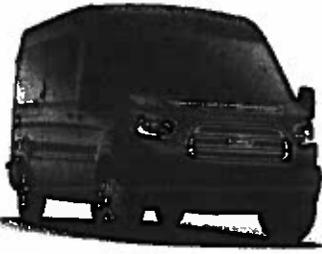
- To enhance children's physical activity levels and knowledge of fitness concepts
- To improve children's knowledge of nutritional concepts and choices
- To increase self-efficacy associated with making positive choices regarding physical activity, nutrition and behavior
- To improve children's social and emotional health (Carling, 2015)

In order to meet these goals and to ensure consistent intervention, the student participants must have a reliable means of transport to get to the programming site and to get home. The parents and guardians of most participants are still at work during the Healthy Pokes programming times and, even if they are not, they may not have reliable transportation of their own to assist their child in traveling to the programming site or to bring them back home.

With the support of the Albany County Recreation Board, Healthy Pokes would purchase a fifteen-passenger vehicle for programming transportation. The funding would also include the one-time fee for running driving records, insurance/title/registration/tax costs, defensive driving, first aid, and CPR training for staff members that would be responsible for driving the vehicles. The vehicle would be used on program days, as well as on days when participants require assistance being transported to other recreational programs or opportunities. The van would allow Healthy Pokes to control transportation for participants without spending the administrative time and effort on meeting with school districts simply to wait and hope they will be supportive every program year.

Transportation autonomy will certainly bring other concerns and tasks to Healthy Pokes administration (HPA). However, the time spent will directly translate into consistent and successful transportation of student participants. This scenario is contrary to the current state of affairs, in which HPA are dependent on ACSD1 for transportation support. It is also possible that ACSD1 may be unable to transport Healthy Pokes participants and not always inform HPA in a timely manner. HPA could be left with few transportation alternatives, which could mean higher program costs or could lead to the exclusion of children from participating, altogether.

Healthy Pokes - GAUDREAU



2016 Ford Transit Wagon XLT 250, Long Wheelbase, Medium Roof Height, 3.7L Ti-VCT V6 Engine, 3.73 Regular Rear Axle, 6-speed SelectShift® Automatic Transmission- O/D, Single Rear wheel (Body Code: X2C). Paint: Caribou.

Exterior Upgrade Package, add \$0, includes: Fixed-All around windows, tinted glass, AutoLamp with Rain-Sensing Wipers, Spare Tire and Wheel, Heavy Duty alternator, short-arm power mirrors, 16-inch steel wheels with silver cover, 235/65R16 All-Season tires, and Sliding passenger side cargo door. Standard Interior: Pewter cloth, full-length floor covering carpet, sun visors, air conditioning front/rear, cruise control, AM/FM stereo with Single-CD, and 2 way manual driver and front-passenger seats.

Net price: \$40,103 (Ford Motor Company, 2015).

9) Detailed description of impact on community recreation

Approximately 40 children, who otherwise do not participate in recreation, each year will be more active for 20 weeks each year directly due to their participation in Healthy Pokes programming. The impact of having an exclusive Healthy Pokes vehicle on supporting participants in pursuing other recreational opportunities in Albany County, such as skiing lessons at Snowy Range Ski Area and hiking in Medicine Bow/Routt National Forest, as well as patronizing the Laramie Recreation Center, is not possible to measure at present due to our current agreement with UW's Institutional Review Board. We will be modifying this agreement very soon, but were not able to do so before submission of this grant. Once modified, we will be able to gather additional information from parents and children in Healthy Pokes to determine the magnitude of need for transportation assistance outside of getting to and from Healthy Pokes program sites. It is our goal to assist at least 25% (10 children) in transporting to other recreational opportunities, in addition to the 40 children benefitting from transportation to and from Healthy Pokes programming.

If given, a \$48,500 grant would include the donor's logo (if desired) on both sides of the vehicle from the bottom of the van to the top of the windows. If refused the amount requested would decrease by \$2,500. If included, it would mean the donor's logo would be visible in Laramie, Wyoming, by over 40 weekly program participants

Healthy Pokes - GAUDREAUULT

and their families, as well as University of Wyoming college students and employees associated with the program for 15 years. This does not include the number of people who may see the van when they are parked in the permanent home while not in use, which is next to the University of Wyoming's football and basketball stadiums. These events average 20,000 and 6,000 attendees per home game, respectively. All of this information intends to show that not only will Healthy Pokes benefit from transportation autonomy, but also the grantor will benefit from 15 years of exposure to the public by way of decals on the van. *This level of exposure may serve future ACRB grant cycles well, by increasing the public awareness of the program, thus creating a significant increase in potential grantees and, subsequently, a greater impact on recreation in Albany County.*

10) Detailed project timeline

August 2016:

- Receive notice to proceed with approve projects
- Purchase, license, and insure vehicle
- Schedule trainings for staff (the one-time fee for running driving records, insurance costs, defensive driving, first aid, and CPR)
- Apply donor decals to vehicle

September 2016:

- Complete trainings and background checks
- Begin using vehicles to transport Healthy Pokes participants

11) Describe estimated operational costs and how they will be addressed for the life of the project

The estimated operational/maintenance costs are detailed in Attachment B: Vehicle Budget. Yearly maintenance, fuel, and insurance costs will be requested from current funding sources and will be added to 'Travel Costs' in Attachment A.

12) Describe estimated maintenance costs and how they will be addressed for the life of the project

The estimated operational/maintenance costs are detailed in Attachment B: Vehicle Budget. Yearly maintenance, fuel, and insurance costs will be requested from current funding sources and will be added to 'Travel Costs' in Attachment A.

13) Commitment to provide a full and final written report with the request for grant reimbursement that details how the grant funds were expended and their impact on community recreation

Healthy Pokes Director, Karen Gaudreault, guides the research agenda for the program to examine the impact of this program on children's body size, lifestyle habits (screen time, sleep), physical activity during the program sessions, and self-efficacy in the curricular areas of physical activity, nutrition, and behavioral health.

Healthy Pokes - GAUDREAUULT

Data from the Healthy Pokes pilot program are available, upon request. Data from 2015/2016 will not be available until after this grant cycle is completed.

Additional information regarding cost savings, both direct and indirect, due to operating our own transportation will be included in the full and final report to Albany County Recreation Board.

REFERENCES

American Center for Van and Tire Safety. (2008). Preliminary study of 15-passenger van mileage and tire age in Knoxville, Tennessee. Retrieved from:
<http://www.acfvats.org/web/index.php/van-facts/53-preliminary-study-of-15-passenger-van-mileage-and-tire-age-in-knoxville-tennessee.html>

Carling, S. (2015). Unpublished report. "Healthy Pokes 2014-2015 Pilot Report." University of Wyoming, Laramie, WY, 2015.

Ford Motor Company. (2015). 2016 Transit. Retrieved from:
<http://shop.ford.com/build/transitvanwagon/#/select/>

Transport Policy.net. (2015). Useful life of light-duty passenger vehicles. Section 3.2.4. Retrieved from: <http://transportpolicy.net/index.php?title=US: Light-duty: Emissions>

Healthy Pokes - GAUDREAULT

Attachment A: Healthy Pokes Operating Budget

Healthy Pokes Costs: 2015/2016		
Personnel	Location	
Graduate Assistant-Full Year	Laramie	\$ 24,096
Base Summer Salary-Principle Investigator	Laramie	\$ 15,600
Base Fringe-Summer Salary PI (50% of salary)	Laramie	\$ 7,800
Base Summer Salary-CO PI-Data Analysis	Laramie	\$ 5,620
Base Fringe-Summer Salary- CO PI-Data Analysis (50% of salary)	Laramie	\$ 2,810
Translator (translation of documents to Spanish, for parents)	Laramie	\$ 500
		<u>\$ 56,426</u>
Travel Costs		
Mileage-Program Coordinator (.56/mile)	10 weeks x 98 miles/trip	\$ 1,098
Mileage-Program Coordinator (.56/mile)	3 meetings X 98 miles/trip	\$ 329
Transportation for participants-Sponsored by Albany County School District (at present)		\$ 1,000
		<u>\$ 2,427</u>
Supplies/Misc Expenses		
Pedometers	60 Students/\$50 a piece	\$ 3,000
Miscellaneous equipment-cups, balls, profile sheets		\$ 3,500
Ingredients for nutrition lessons and snacks		\$ 3,000
Meals during program-staff		\$ 200
Shirts for staff and students		\$ 1,200
Copy Charges	\$5/month	\$ 60
Posters/Fliers		\$ 750
		<u>\$ 11,710</u>
Total for 2015/2016 (60 Children, 2 sites)		\$ 70,563

Healthy Pokes - GAUDREAU

Attachment A: Healthy Pokes Operating Budget (continued)

Healthy Pokes Costs: 2016/2017		
Personnel	Location	
Rollover Costs from 2015/2016		\$ 69,543
Additional semester for Local Physical Education Teacher		\$ 5,000
2% increase on wages-PI	Laramie	\$ 300
2% increase on fringe-PI	Laramie	\$ 150
2% increase on wages-CO PI-Data Analysis	Laramie	\$ 112
2% increase on fringe-CO PI-Data Analysis	Laramie	\$ 56
Additional Co-PI Salary - Psychology study	Laramie	\$ 5,620
Additional Co-PI Fringe - Psychology study	Laramie	\$ 2,810
Additional Graduate Assistant-Full Year	Laramie	\$ 24,578
Program Coordinator-Local PE Teacher	Sheridan	\$ 5,000
Fringe for Program Coordinator-10%	Sheridan	\$ 500
Program Coordinator-Local PE Teacher	Gillette	\$ 5,000
Fringe for Program Coordinator-10%	Gillette	\$ 500
		<u>\$ 119,169</u>

Travel Costs

Mileage-PI to Sheridan and Gillette	2X/year @ 600 miles RT, \$.56 mileage	\$ 672
Per diem-PI to Sheridan and Gillette	2X/year MI&E \$56/day @ 3 days	\$ 168
Hotel Costs-PI to Sheridan and Gillette	2X/year @ GSA lodging rate @ 2 days	\$ 166
Conference Travel-PI	hotel/airfare/meals	\$ 2,000
Conference Travel-Program Coordinator	hotel/airfare/meals	\$ 2,000
Conference Travel-CO PI's	hotel/airfare/meals	\$ 2,000
Transportation for participants- Sponsored by local school districts		\$ 1,000
		<u>\$ 8,006</u>

Supplies

Pedometers	35 Students/\$17 a piece	\$ 595
Miscellaneous equipment-computers/office supplies		\$ 2,000
		<u>\$ 2,595</u>

Total for 2016/2017 (120 children, 4 sites)

\$ 129,770

Healthy Pokes - GAUDREAULT

Attachment B: Vehicle Budget

Healthy Pokes Vehicle Costs: 2016/2017		
Personnel	Location	
Adult and Pediatric First Aid/CPR/AED	Laramie	\$ 1,100
Cost to run drivers' records	Laramie	\$ 50
Defensive Driving	Laramie	\$ 250
		<u>\$ 1,400</u>
Vehicle Costs		
2016 Ford Transit Wagon XLT 250 (MSRP)	Includes title/registration/tax	\$ 40,103
Decals for Donor and Program logo		\$ 2,500
Average yearly Maintenance		\$ 1,000
Fuel		\$ 2,426
Insurance		\$ 1,071
		<u>\$ 47,100</u>
Total for 2016/2017 (40 Children, 1 site)		\$ 48,500

ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

**Project Request Form
Fiscal Year 2016-17**

Date Submitted: DECEMBER 15, 2015
(All projects must be submitted by 3pm Nov. 30, 2015)

Sponsoring Entity:

- Albany County School District One
 Albany County
 City of Laramie
 Town of Rock River

Name of Individual responsible for the project DR. KAREN GAUDREULT

Estimated Total Cost of Project: \$ 48,500.00

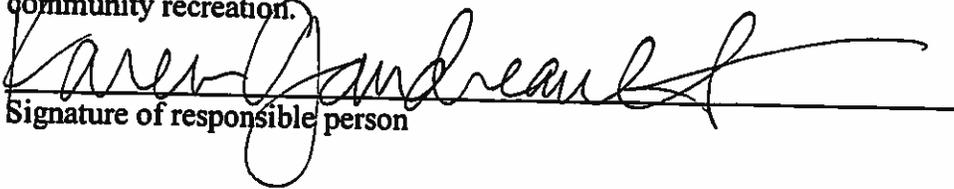
Will there be any matching funds from the sponsoring entity? Y N \$

Will there be any matching funds from any other entity? Y N \$

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)
2. Description of impact on community recreation.
3. Detailed project timeline
4. Describe estimated operational costs and how they will be addressed for the life of the project.
5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

As the person responsible for the implementation of this project, I agree to provide a full and final written report with the request for reimbursement detailing the use of the funds and their impact to community recreation.


Signature of responsible person

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)



Laramie Bicycle Connection Project

Dear Albany County Recreation Board,

Over 15 years ago the Laramie Range Enduro, now the Laramie Enduro, began and Albany County gained the honor of hosting Wyoming's premier endurance mountain bike race. An average of 500 racers per year enter this grueling 70 mile race which takes place each summer utilizing the trails and two track roads within Medicine Bow National Forest and the Happy Jack Recreation Area, just east of Laramie. Businesses in Laramie see a direct benefit from the volunteers and racers who participate in this race, with an increase in the weekends revenues. Racers often bring family and friends to the race, which boosts the economic impact to local shops, restaurants and hotels with an estimated 750 total visitors in town. In addition, many local businesses sponsor the race and donate time, supplies and food. Over the course of the past fifteen years, the Laramie Enduro has demonstrated good stewardship of public lands, been committed to the development of cycling in our community and donated proceeds to non-profit groups. Proceeds from the race have been donated to multiple organizations to include; High Plains Harriers, the Open School, American Red Cross, Overland Mountain Bike Club, Laramie BikeNet, 7220 High School Mountain Bike Team, Stone Temple 8 Mountain Bike Camps and Wyoming State Trails.

The Laramie Enduro Board consists of 18 volunteers from the Laramie community who commit to organizing and hosting this event each year. Just over two years ago, we formed the Laramie Enduro Outreach Committee as part of our efforts to work cooperatively with multiple cycling user groups and cyclists in Laramie, WY. In addition to several members from the Laramie Enduro Board, we are pleased to have volunteers from other local cycling groups serve on our Outreach Committee to include; Amber Travskey from Cycle Wyoming, Evan O'Toole and Cynthia Dywan from Laramie BikeNet, and Dan McCoy from the UW Outdoor Program. We are committed to working in cooperation with multiple user groups.

Our purpose behind the Laramie Bicycle Connection Project is to provide the Laramie cycling community with adequate bicycle parking for events and races within Albany County. New bicycle parking event stands would provide the necessary infrastructure to house bicycles in a safe, secure and functional system.

Laramie and Albany County has experienced a marked increase in bicycle use around the community for the past two decades. This is likely due to several factors including; an increase in fuel costs, families and individuals with less disposable income and a continued emphasis on cycling as a way to improve physical fitness. We wish to address the increase in demand for bicycle event parking by creating a centralized set of stands which may be utilized by a variety of cycling groups.

Our current assessment of the bicycle event parking situation in Albany County is that they are inadequate in relationship to the demand. Current bike event stands are borrowed from multiple providers, which complicates shared use and inhibits knowing the condition of the stands from year to year. We wish to remedy these issues by volunteering to find funds, provide storage for the event stands and be responsible for upkeep through our non-profit that is the Laramie Enduro. New bicycle parking event stands will be durable and cost effective to maintain.

As of December 2015, we have secured support and/or funding from the following businesses and cycling groups to include; Laramie BikeNet, Cycle Wyoming, UW Outdoor Program and the Pedal House Bike Shop. At this time, we ask for the support of the Albany County Recreation Board. Your support would create a positive impact for an estimated 3,210 recreation users each year. We appreciate your consideration of our request.

Sincerely,
The Laramie Enduro Outreach Committee

**Laramie Bicycle Connection Project via the Laramie Enduro
Grant Request from the Albany County Recreation Board**

1. Signed project request form
2. Letter of interest or introductory letter - Attached
3. Name: Laramie Enduro

Project Coordinating Team: Laramie Enduro Outreach Committee (Doug Scambler, Felix Naschold, Abby Lozano, Rich Vincent, Ken Driese, Kathy Milks, Cynthia Dywan, Amber Travsky, Dan McCoy, Jessica Flock and Evan O'Toole)

4. Brief Narrative of Project and Funding Request:

As part of our long-range outreach plans, the Laramie Enduro has documented the need for functional, durable and versatile multiple use bicycle event stands as a high priority for the cycling community in and around Albany County. To that end, we would like to purchase ten bicycle event stands to use at a variety of cycling events within the county to include the following community based events:

1. Laramie Enduro Mountain Bike Race
2. Laramie Mountain Bike Series
3. Stone Temple 8 Mountain Bike Race
4. Dead Dog Classic Stage Race and/or Dad Dog Road Race
5. Laramie BikeNet Cyclocross in the Park Series
6. DLBA/Pedal House Annual Bicycle Safety Day
7. Valet parking by Laramie BikeNet @ the annual "Freedom Has a Birthday" celebration.
8. Laramie Bike Summit
9. UW Cycling Club Races
10. Tour de Wyoming
11. Stone Temple 8 Youth Mountain Bike Camps
12. 7220 Racing Events (LHS/LJHS Mountain Bike Team)

The Laramie Enduro would ensure that a coherent and efficient reservation system would be in place for all cycling entities within Albany County to use the bicycle event stands.

5. Total Estimated Cost of Project: \$3944.45 for Phase I, and we are requesting \$2205.00 in financial support from the Albany County Recreation Board.

Phase I: Purchase and maintain 10 bicycle event stands for the Laramie cycling community.

- 10 Park Tool ES-1 Bicycle Event Stands (Average \$344.45 Each) = \$3444.45
- <http://www.parktool.com/product/event-stand-es-1>

Phase II: Double bicycle event parking by purchasing 10 "Add-On" kits for Park Tool Event Stands. Total Estimated Cost for Phase II = \$2599.50

- 10 Park Tool ES-1 Bicycle Event Stand Add On Kits (\$209.95 Each) = \$2099.50
- <http://www.parktool.com/product/event-stand-add-on-kit-es-2>
- Add on Kits would double the capacity of bicycle parking using the event stands.

- 10 Handling Bags for Bicycle Event Stands (Average \$50 each) = \$500.00
 - Commission locally based business, Atmosphere Mountain Works, to make the "handling bags".

6. Sources of Matching Funds from requesting Recreation provider/organization:

- **Laramie Enduro will...**
 - Implement and maintain the reservation system for the bicycle events stands. Facilitate the transfer and retrieval of event stands prior to and after each event.
 - Store the ten bicycle event stands for the community for the life of the stands.
 - Annual volunteer hours maintaining reservation system and providing storage equals an estimated value of \$500.00
- **TOTAL: \$500.00**

7. Sources of Matching Funds from Other Entities:

- **The Pedal House Bike Shop, LLC** has agreed to support the purchase of ten bicycle events stands for the Albany County cycling community by contributing to the overall cost and provide any necessary maintenance services as an in-kind donation.
 - Cost of each rack = \$344.45
 - Pedal House will contribute \$123.95 (36%) to the purchase of each rack, totaling \$1239.50.
 - In Kind Donation of 3 hours of maintenance service per year @ \$50 per hour = \$150 per year or an estimated total of \$3000 over the course of 20 years.
 - Total = \$4239.50

8. Detailed Description of the Project including Drawings and Photographs:

Purpose: To purchase ten bicycle event stands to be utilized by recreational based cycling groups in Laramie and Albany County. Ten bicycle event stands would provide parking space for 120 bicycles per event. They would provide a safe, secure and functional system by which to park one's bicycle.

Bicycle use in Laramie and the surrounding region has been a common activity for many years. However, in the past few years the use of bicycles, as a form of transportation and recreation, has significantly increased. A significant portion of the growth of bicycle users is likely connected to citizens who are trying to minimize increasing fuel costs and improve overall physical fitness. Due to these factors and a long standing tradition by the City of Laramie to work with and plan for the transportation needs of bicyclists, the Laramie Enduro is asking for your support in completing Phase I of the Laramie Bicycle Connection Project.

As part of our long-range outreach plans, the Laramie Enduro has documented the need for functional, durable and versatile multiple use bicycle event stands as a high priority for the cycling community in and around Albany County. These bicycle event stands would be used at a variety of community based cycling events within the county to include the following:

1. Laramie Enduro Mountain Bike Race (Average 750 Recreation Users each year)
2. Laramie BikeNet Events:

- a. Valet Bicycle Parking @ the annual "Freedom Has a Birthday" celebration in Washington Park. (Average 40-50 users per year, expected to increase with the utilization of professional bicycle event stands for parking)
 - b. Cyclocross in the Park Series (Average 25 racers and volunteers per event)
 - c. Laramie BikeNet had approximately 100 members in December 2014 and 350 members by December 2015. Laramie BikeNet saw an overall increase in membership by 250% during that one year period.
3. Laramie Mountain Bike Series (Average 189 racers per event, plus volunteers equals approximately 1,200 total recreation users each year)
 - a. This six race series began in 2008 and averaged 49 entered racers per event in five categories. By 2015, they increased entries to average 189 racers per event in ten categories.
 4. DLBA/Pedal House Annual Bicycle Safety Day (Average 60 Helmet Giveaways and another 50 participants including family and friends)
 5. Laramie Bike Summit (Average 75-100 people per event)
 6. Stone Temple 8 Mountain Bike Race (Average 50 recreational users per year)
 7. UW Cycling Club Races - Attend 2-3 races per semester (10-15 members each year)
 8. Tour de Wyoming (350 Racers and 50 volunteers, totaling 400 recreation users per year)
 9. Dad Dog Road Race (Average 40 recreation users)
 10. Stone Temple Mountain Bike Camps:
 - a. 2015 Stone Temple Camp had 21 boys and 14 girls participate in the co-ed camp.
 - b. 2015 Granite Ridge Girls Camp had 20 participants.
 11. 7220 Racing Events (LHS/LJHS Mountain Bike Team) - Includes five races per year (Average 15 members per year)

Annually, these bicycle event stands are likely to be utilized by an estimated 3, 210 recreation users within Laramie and Albany County.

The Laramie Enduro Outreach Committee would ensure a coherent and efficient reservation system would be in place for all cycling entities within Albany County to use the bicycle event stands for free.

The following businesses and non profits are committed to supporting the purchase and upkeep of ten bicycle event stands for use by cycling groups, camps and events in and around Laramie:

1. Laramie Enduro (Local non-profit)
2. Laramie BikeNet (Local non-profit)
3. Cycle Wyoming (Local non-profit)
4. The Pedal House Bike Shop

9. Detailed Description of Impact on Community Recreation:

Adding ten bicycle event stands to be utilized by the cycling community in Laramie and throughout Albany County will provide a safe, secure, and functional way to store bicycles for multiple cycling events and people. Providing bicycle event stands to various cycling based groups throughout Albany County reflects a positive commitment to cyclists in the community

and acknowledgement of the bicycle as a legitimate form of transportation and recreation in Laramie.

Cycling connects you to the place that you live. It allows citizens to interact with their surroundings and their neighbors, thus promoting overall harmony within the community. By supporting a project which supports cyclists, you'll help support this connection.

Bicycles increase mobility for those who don't have access to motor transport, those who don't qualify to buy a car, those who can't afford motor transport and for those who don't want to drive motor vehicles. Thus an increase in bicycle event parking options supports members of our community who fall into one of these categories.

An increase in the facilities and resources which encourage recreation via bicycle leads to numerous health benefits to include the following:

1. Cycling is therapeutic for the cardio-vascular system, provides better muscle tone and bone mass improvement.
2. Regular bicycling helps with personal weight management -- new full-time bicycle commuters can expect to lose an average 13 pounds their first year of bicycle commuting if they maintain the same eating habits.
3. Bicycling is a great initial activity for people who are obese.
4. Regular cycling can lead to lower health care expenses.
5. Bicycling is nearly a life-long activity.
6. Bicycles increase mobility for some people with arthritis, back problems and other mobility issues as cycling is a low impact exercise for the body.

According to statistics from PeopleforBikes.org, <http://www.peopleforbikes.org/statistics>

- Bicycling is the second most popular outdoor activity in the United States
- 47% of Americans say they would like more bike facilities in their communities.
- 3 hours of biking per week reduces the risk of heart disease and stroke by 50%.
- Women who bike 30+ minutes a day have a lower risk of breast cancer.
- Adolescents who bicycle are 48% less likely to be overweight as adults.

Due to all the reasons listed, we believe the addition of ten bicycle event stands to be used by numerous cycling groups and events in Albany County will make a positive impact on recreation for both our residents and visitors.

10. Detailed Project Timeline:

- *December 2015* - Solicit support and funding for the purchase of 10 bicycle event stands for use by a variety of cycling based groups in Albany County. Submit grant proposal to Albany County Recreation Board.
- *January 2016* - Attend Parks and Recreation Board Meeting to seek approval of our Albany County Bicycle Connection Project
- *August 2016* - If approved, purchase ten bicycle event stands.
- *September 2016 and beyond* - Implement and maintain reservation system for cycling groups in Albany County to use for their event(s).
- *November 2016* - Begin the search for funds to purchase ten "add-on" kits for the Park

6
Tool ES-1 Event Stands and 10 "handling bags". 10 Add-On kits will total \$1,485.00 and double the capacity of park parking to 240 bicycles. Ten "handling bags" are estimated @ \$50 per bag, for a total of \$500.00

11 & 12. Estimated operational and maintenance costs and how they will be addressed for the life of the project:

The Laramie Enduro will be responsible for storing the bicycle events stands for the life of the stands. The Laramie Enduro Board will be responsible for developing and maintaining a coherent and efficient reservation system for use of the event stands by a variety of cycling based groups in and around Laramie, WY. We will contribute volunteer time and storage space as an in-kind donation.

Pedal House will contribute maintenance and any necessary warranty service as an in-kind donation to the bicycle event stands for the life of each stand, estimated @ 3 hours per year @ \$50 a labor hour (\$150). A potential value of \$3000 over the course of 20 years.

It is unclear at this time how often maintenance will need to be performed but an annual survey of the bike event stands by Laramie Enduro Board Members and volunteers should help us stay ahead of normal wear and tear maintenance needs.

8

8

[HOME](#) / [TOOLS](#) / [STORAGE](#) / [REPAIR STANDS](#) / [PORTABLE](#) / [EVENT STAND](#)



[MORE IMAGES](#)

ITEM # ES-1 / [TOOLS](#) / [STORAGE](#) / [REPAIR STANDS](#) / [PORTABLE](#)

EVENT STAND

The ES-1 is a versatile, stable, multi-purpose storage rack built to hold up to twelve bikes by the nose of the saddle. Perfect for events, races or sidewalk storage, the ES-1 disassembles and folds easily for compact storage. Includes two height adjustable tripod uprights, two 47" (119cm) support tubes, and one connector sleeve. The ES-1 is approximately eight feet long but can be extended in length with the use of ES-2 Event Stand Add on Kits.

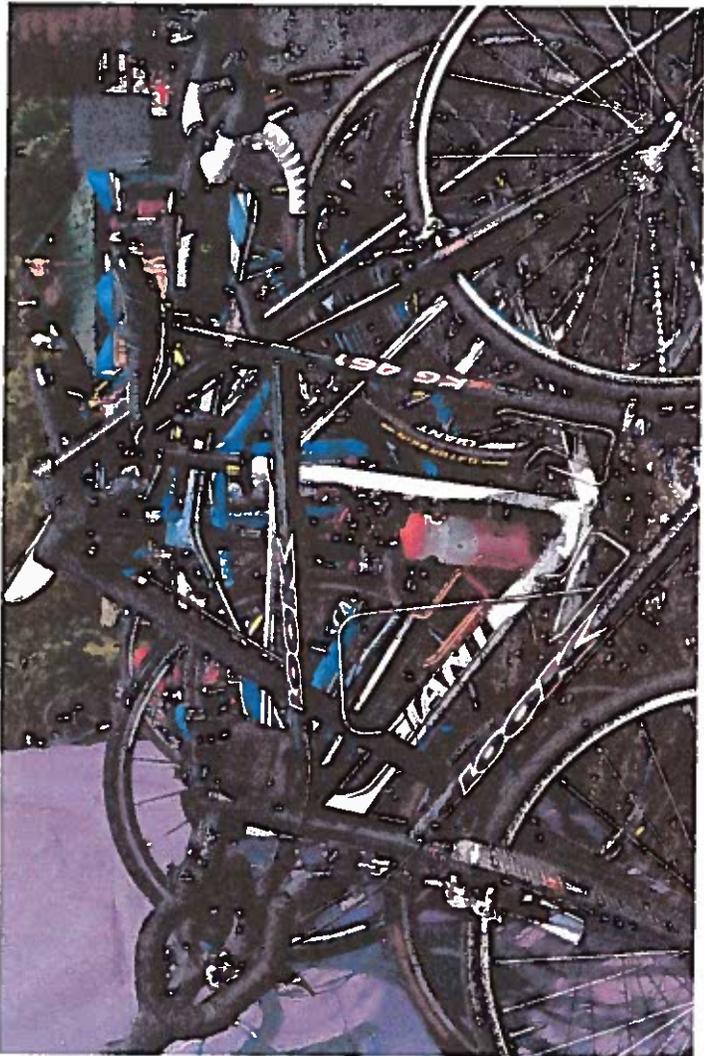
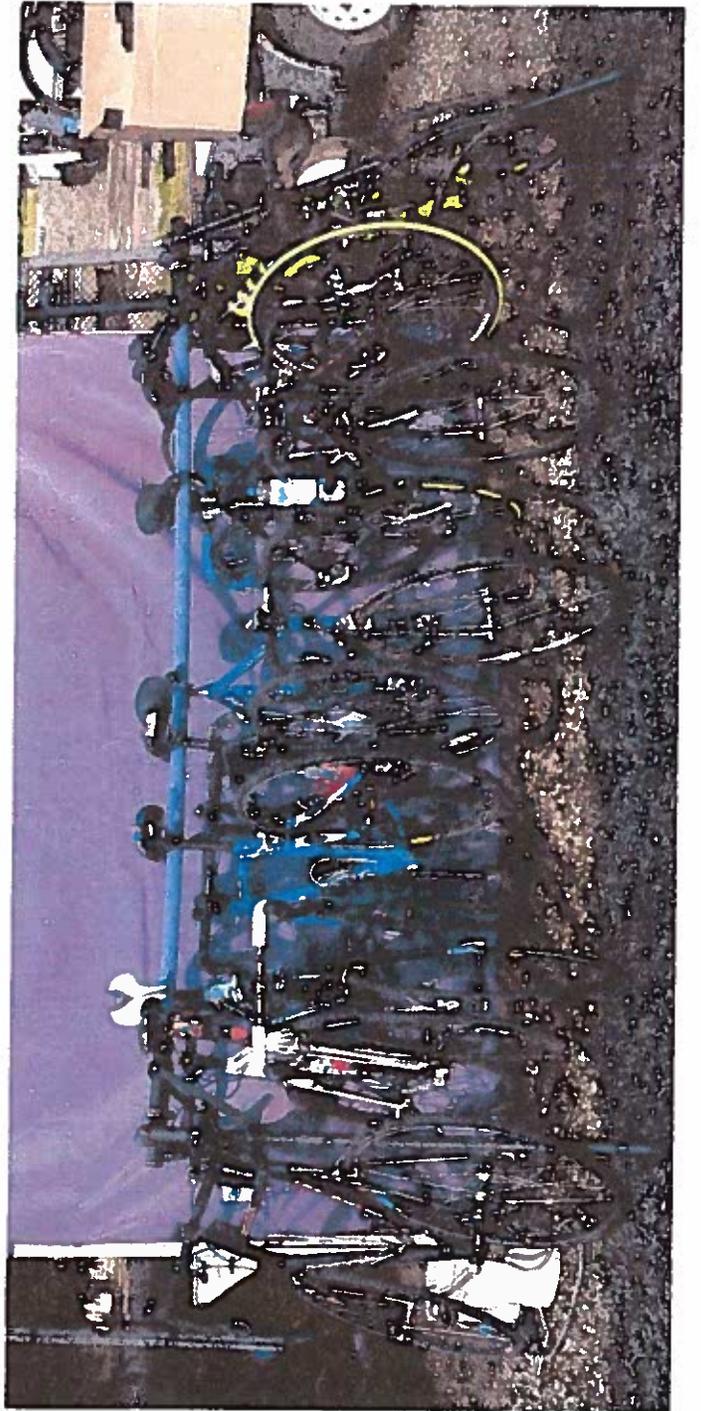


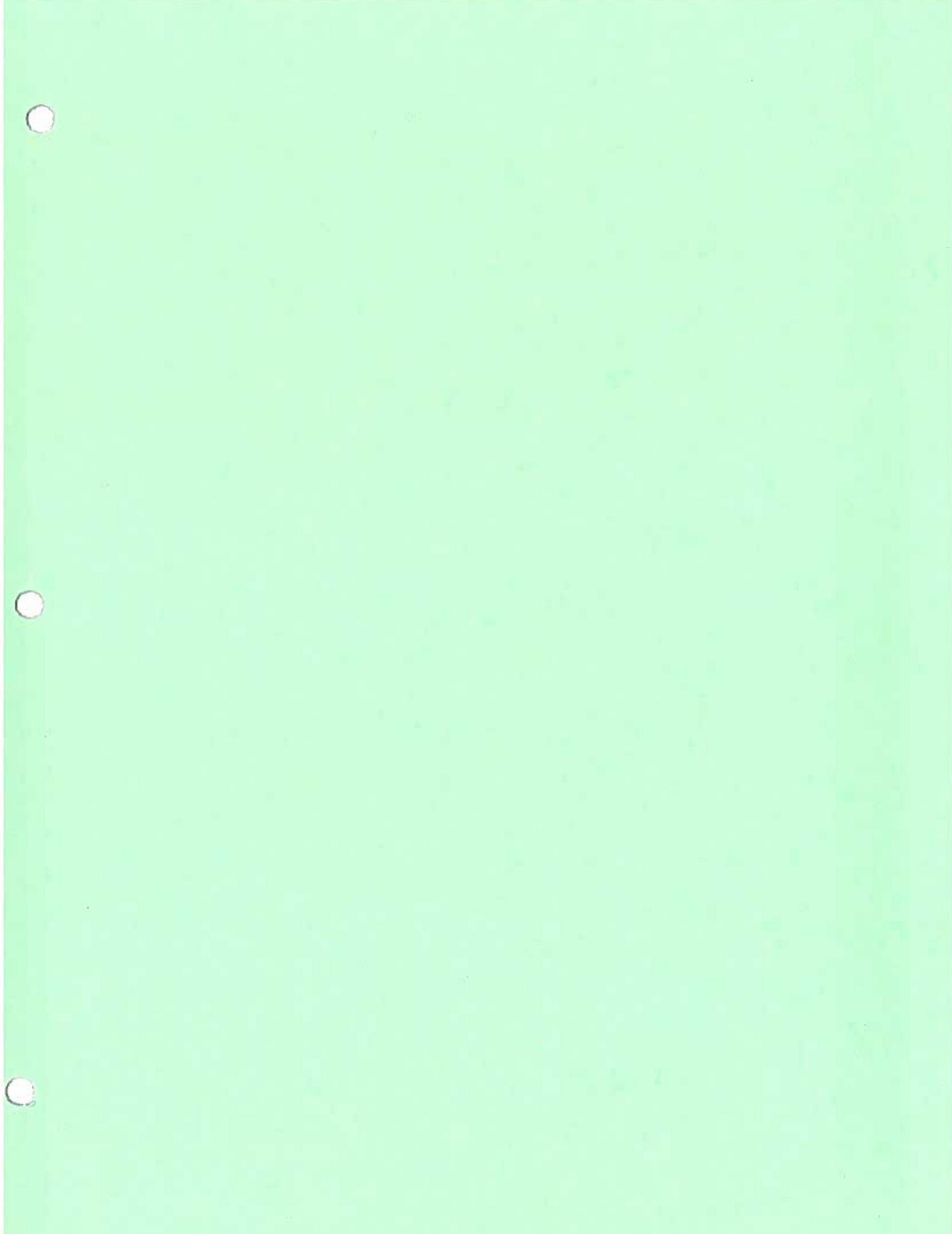
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Need service? See our [Limited Warranty](#) or get [Replacement Parts](#) in a snap.





ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

Project Request Form Fiscal Year 2016-17

Infield Tarp for Cowboy

Date Submitted: November 30, 2015

(All projects must be submitted by 3pm Nov. 30, 2015)

Sponsoring Entity:

Albany County School District One

Albany County

City of Laramie

Town of Rock River

Name of Individual responsible for the project Jodi Guerin

Estimated Total Cost of Project: \$ 5,800.00

Will there be any matching funds from the sponsoring entity? Y N \$ 1,600.00 — NO MATCH

Will there be any matching funds from any other entity? Y N \$ 150 from American Legion Baseball

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)



The City of Laramie Parks and Recreation Department is seeking grant funding to assist with the purchase of an infield tarp for Cowboy Field. Cowboy Field is home for three different baseball leagues, UW Club Baseball, The American Legion Baseball, and The Laramie Colts Baseball. The infield was re-constructed in 2015 to improve grading, drainage and overall safety conditions.

The field sees significant daily use and when the season is particularly wet, the wet ground increases the wear and tear on the field. Additionally, when we have rainy conditions, the Parks Athletics Staff spends around 200 man hours and two tons of quick-dry getting the fields dried out to playable condition.

This funding would provide for the purchase of an infield tarp that could be deployed to protect the field from wet conditions.

As the person responsible for the implementation of this project, I agree to provide a full and final written report with the request for reimbursement detailing the use of the funds and their impact to community recreation.



Signature of responsible person

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)



ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

Project Request Form Fiscal Year 2016-17

Replacement Cardio Equipment

Date Submitted: November 30, 2015

(All projects must be submitted by 3pm Nov. 30, 2015)

Sponsoring Entity:

Albany County School District One

Albany County

City of Laramie

Town of Rock River

Name of Individual responsible for the project _____ Jodi Guerin _____

Estimated Total Cost of Project: \$ 10,000.00

Will there be any matching funds from the sponsoring entity? Y N \$ _____

Will there be any matching funds from any other entity? Y N \$ _____

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)



This request would fund replacement cardio equipment for the recreation center. Each year the City typically schedules the replacement of 3-6 pieces of equipment to continue to update and maintain high quality equipment for Recreation Center patrons. In 2015 the City did not receive funding for this project in order to prioritize other projects for ACRB grants, and historically the City has received \$12,000-\$13,000 for replacement equipment, and provides a 1 to 1 match.

This year the City requests \$10,000.00 which would not include matching funds in anticipation of reduced funds being available due to budget constraints. This would likely replace approximately two pieces of equipment.

Each year prior to a request for quotes being advertised, staff evaluate the total hours of use and mileage of the existing

Jade Sturis

Signature of responsible person

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(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)



ALBANY COUNTY RECREATION BOARD

1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

**Project Request Form
Fiscal Year 2016-17**

Date Submitted: November 30, 2015
(All projects must be submitted by 3pm Nov. 30, 2015)

Sponsoring Entity:

- Albany County School District One
- Albany County
- City of Laramie
- Town of Rock River

Name of Individual responsible for the project Julie Manning An. Associate AS

Estimated Total Cost of Project: \$ 10,000.

Will there be any matching funds from the sponsoring entity? Y N \$ _____

Will there be any matching funds from any other entity? Y N \$ _____

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)
2. Description of impact on community recreation.
3. Detailed project timeline
4. Describe estimated operational costs and how they will be addressed for the life of the project.
5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

As the person responsible for the implementation of this project, I agree to provide a full and final written report with the request for reimbursement detailing the use of the funds and their impact to community recreation.



Signature of responsible person

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(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)

Date: Monday, November 30, 2015

To: Paul Harrison, Parks and Recreation Director

From: Julie Manning, Senior Associate Athletic Director-Sport Administration
University of Wyoming-Department of Intercollegiate Athletics

RE: Request for Grant from Albany County Recreation Board

Please accept this correspondence as our official request for grant funding from the Albany County Recreation Board. The request for the funding is for the purpose of purchasing and mounting (4) Double Bench & Single Table Gazebo (6' bench/8' canopy) at the outdoor tennis courts, located south of the University of Wyoming Indoor Tennis Center. These courts are located between Willett and Armory Road.

The courts are primarily used by the local Laramie tennis community including youth (5-18 years of age) for individual match play, small tournament play, recreational play and group and individual instruction during the summer-like months of the year. The group instruction sessions are typically taught by the UW Women's Tennis Coaching staff in conjunction with the Alpine Tennis Association. It is our desire to purchase and surface mount the (4) cabana/bench sets between two courts so that between games and at the conclusion of matches, the user can seek relief from the hot/direct sun and relax for a few minutes, in the shade, while hydrating from their vigorous exercise. Often, a Parent/Coach/Instructor can sit alongside the player provide feedback and encouragement while in the shade, as the player cools down. The desired style of cabana is such that the awning would provide relief to players from two different courts at the same time. Thus, even though there are eight tennis courts at the facility, we are requesting the purchase and mounting of four cabana/bench sets. Laramie High School currently uses the outdoor courts for their matches and practice five days a week in the fall months and will continue using these courts even after the new tennis courts are built at Laramie High School.

Currently we have six sessions (ages 10 and under) on the outdoor tennis courts, which totals 36 clinics for youth (ages 10 and under) where parents and the young participant, have no place where they can sit down, take a break and talk about their match strategy, during these sessions

It is our vision that the Laramie residents enjoy the opportunity to practice, receive instruction and compete on the outdoor tennis courts given that all eight courts will be resurfaced in the summer of 2016. The addition of the four cabana/bench sets will most certainly further attract individuals and families who choose to utilize the courts during the sun/heat of the day, knowing that they can seek relief from the very direct sun and be able to place their water bottles, extra tennis racquets, towels and other apparel, neatly underneath the bench for the court that they are playing on. With continued minor upgrades and great attention to detail regarding the daily maintenance and care of these outdoor courts, residents will once again be afforded the opportunity to use the sport of tennis, as their recreation on nicely maintained and safe courts.

It would be our intent to install the cabana/bench set immediately following the resurfacing of the outdoor courts (estimated time frame would be mid-late July 2016) so that once the outdoor tennis courts were reopened for the residents, the cabana/bench would be in place as well. Our goal is to have a well maintained, respectable, safe court surface and appropriate amenities for the resident, in particular, the resident youth, to play on and to encourage youngsters being introduced to the lifelong game of tennis, for years to come.

An estimate for a Double Bench & Single Table Gazebo (6' bench/8' canopy) would be approximately \$2400 each X 4=\$ 9600.00. The Athletics Department would secure UW's Physical Plant staff surface mount the four cabanas at an estimated price of \$400.00 for a total project amount of \$10,000. The Athletics Department will commit to covering the costs of having UW Physical Plant surface mount the 4 cabana/bench sets. Going forward, the Athletics Department would assume full responsibility for the maintenance and upkeep of the cabana/bench sets (replacing

the awning fabric as needed, ensuring the wooden bench seats are sanded & re-varnished and the steel poles are painted, as needed). In addition, UW Athletics will assume full responsibility for dismantling the 4 cabana/bench sets and store the fabric awning and whatever parts are able to be dismantled and stored prior to the winter months, on an annual basis

Thank you for your consideration of this request.

Multipurpose
Fields

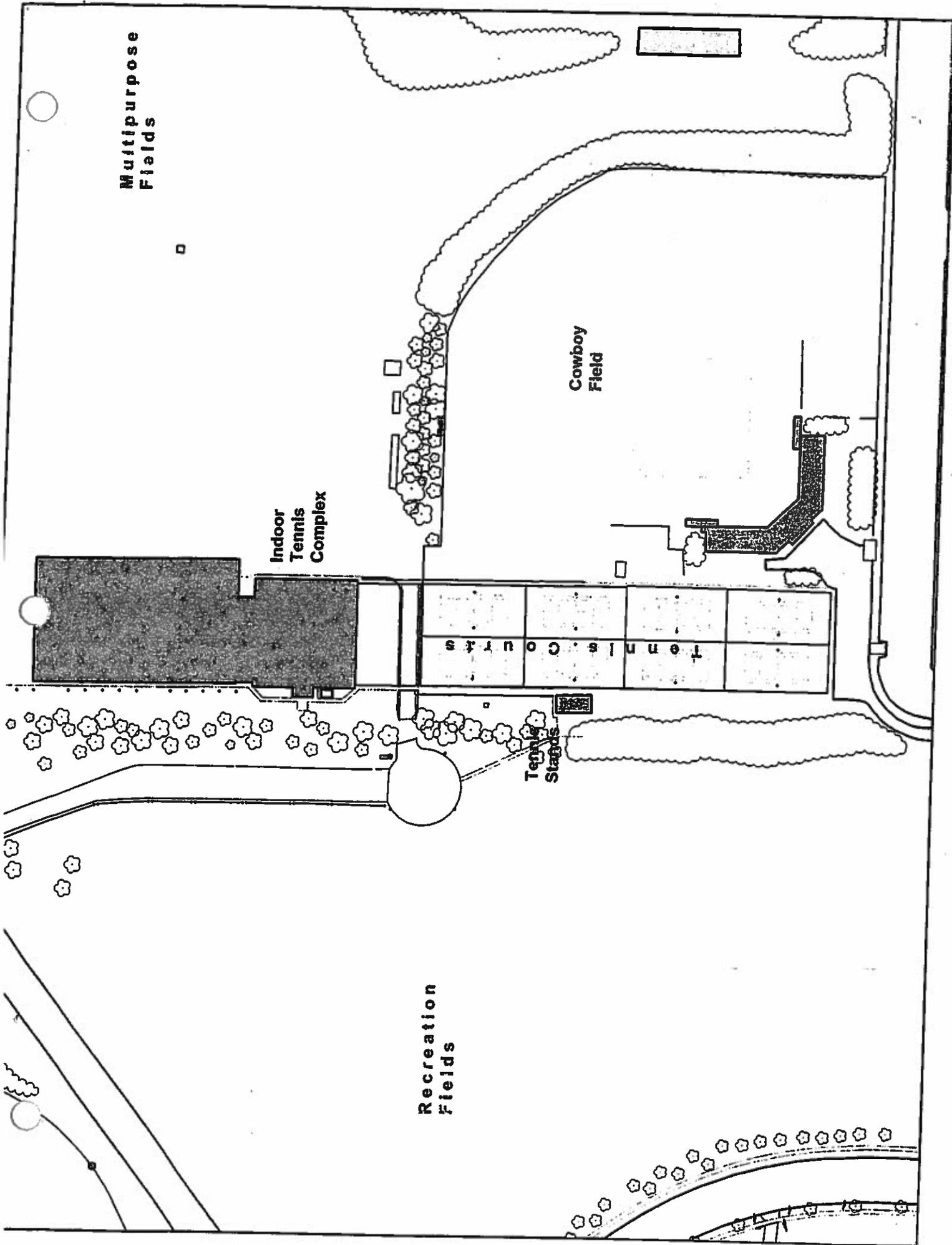
Cowboy
Field

Indoor
Tennis
Complex

Tennis
C o u r t s

Tennis
Stands

Recreation
Fields







Albany County Recreation Board Grants City of Laramie – Request for Proposals
Healthy Pokes - GAUDREULT

ALBANY COUNTY RECREATION BOARD
1948 Grand Avenue
Laramie, Wyoming 82070

Charlie Ksir, Chair

Ed Goetz, Secretary/Treasurer

Project Request Form
Fiscal Year 2016-17

ORIGINAL SUBMISSION: December 15, 2015

Date Submitted: REVISED SUBMISSION: February 12, 2016
(All projects must be submitted by 3pm Nov. 30, 2015)

Sponsoring Entity:

Albany County School District One

Albany County

City of Laramie

Town of Rock River

Name of Individual responsible for the project DR. KAREN GAUDREULT

Estimated Total Cost of Project: \$ 2,300

Will there be any matching funds from the sponsoring entity? Y N

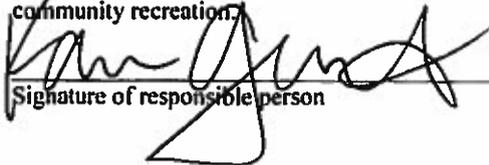
Will there be any matching funds from any other entity? Y N

Attach responses to the following information:

1. Description of the project. (Schematic drawings are a plus)
2. Description of impact on community recreation.
3. Detailed project timeline
4. Describe estimated operational costs and how they will be addressed for the life of the project.
5. Describe estimated maintenance costs and how they will be addressed for the life of the project.

Healthy Pokes - GAUDREULT

As the person responsible for the implementation of this project, I agree to provide a full and final written report with the request for reimbursement detailing the use of the funds and their impact to community recreation.



Signature of responsible person

The Albany County Recreation Board (ACRB) is a granting agency and does not have ownership, operational or maintenance responsibility for this or any other funded project. The Sponsoring Entity will be solely responsible for operations, maintenance and insurance coverage against public liability and property damage. A grant of funding in any year does not guarantee or imply funding in any future year. By accepting a grant, the sponsoring entity agrees to indemnify and hold the ACRB and its directors and agents harmless from any liability arising in any way out the funded project including but not limited to any reasonable attorney fees and cost of defense.

(Six copies of the application and any attached materials is required for submission)

Approval of Sponsoring Entity:

(Superintendent of Schools/County Clerk/City Manager/Town Clerk)

Albany County Recreation Board Grants City of Laramie – Request for Proposals
Healthy Pokes - GAUDREULT

A Grant Submitted in Response to:

Albany County Recreation Board Grants Request for Proposals

Karen L. Gaudreault, Ph.D.

Director of Healthy Pokes

Division of Kinesiology and Health

University of Wyoming

Date Submitted: December 14, 2015

Revision Submitted: February 12, 2016

**Please address all correspondence to: Karen Gaudreault, University of Wyoming,
Department 3196, Laramie, WY 82071; (336) 324-6441, klux1@uwyo.edu**

Healthy Pokes - GAUDREULT

February 12, 2016

City of Laramie, Office of Parks and Recreation
920 Boulder Drive
Laramie, WY 82072

Dear Mr. Paul Harrison,

Please find attached our revision as requested.

Healthy Pokes is an after-school health and wellness program designed to address childhood overweight and obesity rates by targeting at-risk youth in Laramie. Operating in Laramie since 2014, the program targets children between the ages of 7 and 14 years (3rd - 8th grade), through a multidisciplinary and longitudinal intervention aimed at improving child health. I currently serve as Director of Healthy Pokes in addition to my responsibilities as Assistant Professor in Kinesiology and Health (K & H) at the University of Wyoming with the support of other faculty members, graduate students, and undergraduate students from the Division of K & H and the Department of Family and Consumer Sciences. **We are requesting \$2,300 to reimburse Albany County School District 1 (ACSD1) for transportation of Laramie youth from school to our program site and from our program site to their homes.**

Transportation for Healthy Pokes participants is paramount. Simply put, if they cannot receive assistance getting to and from programming sites, they will not be able to participate. Currently, the school district provides rides for the participants to the programming site and to their homes afterward. However, we have been informed that this arrangement may have to change due to state budget constraints. Healthy Pokes is heavily reliant on the consistent and successful transportation of participants. Healthy Pokes participants are reporting and exhibiting increases in their level of physical activity and their interest in being more physically active and they need assistance getting to and leaving from our program site.

Healthy Pokes programming runs 20 weeks per school year and 10 weeks in the summer. We serve children who are not otherwise voluntarily engaged in physical activity or recreation, and our approach is multidisciplinary and longitudinal. We are invested in these children beginning at age 7 and will stay with them at least until age 14. With the support of the Albany County Recreation Board, our organization will be able to provide transportation for all of our participants as well as maintain our partnership with ACSD1, so that we may continue to support Laramie youth in increasing their level of physical activity and engagement. I thank you in advance for your thoughtful consideration, and look forward building a relationship with you in the future.

Sincerely,



Karen Gaudreault, Ph.D.
Director of Healthy Pokes

Healthy Pokes - GAUDREULT**SUBMITTAL REQUIRMENTS**

- 1) **One (1) signed original of the City of Laramie, Project Request Form**
(See attached)
- 2) **Letter of interest or introductory letter**
(See above letter addressed to Mr. Paul Harrison)

- 3) **Name of entity or organization submitting grant proposal, including responsible individual(s) for the project**

Dr. Karen Gaudreault is the Director of Healthy Pokes and an Assistant Professor in the Division of Kinesiology and Health at the University of Wyoming (UW). She was an elementary school physical educator for 6 years in North Carolina and recognized nationally by Project Fit America as an All-Star Teacher for her efforts in creating an exemplary environment for children to learn how to be more fit, active, and healthy. This experience remained important as she left North Carolina to pursue her PhD in Physical Education Teacher Education (PETE) at the University of Georgia. After arriving at UW and learning more about the needs of the youth in Laramie, Karen responded to a desire by undergraduate students in the PETE program to help at-risk youth in the area by creating and implementing the Healthy Pokes after-school program.

- 4) **A brief narrative description of project or funding request**

Healthy Pokes is an after-school health and wellness program designed to address childhood overweight and obesity rates by targeting at-risk youth in Laramie. Operating in Laramie since 2014, the program targets children between the ages of 7 and 14 years (3rd - 8th grade), through a multidisciplinary and longitudinal intervention aimed at improving child health. The program runs for 10 weeks during each academic semester (Fall and Spring), and for 10 weeks during the summer, for a total of 30 weeks per year, with the students participating in one 2-hour session per week. During these sessions, children receive education and participate in activities relating to physical activity, nutrition, and behavioral health. In addition, they receive one-on-one mentoring from a University of Wyoming undergraduate student over the entire course of the 30-week program. Healthy Pokes serves approximately 40 children annually.

To our knowledge, Healthy Pokes is the only program in Albany County using multiple approaches (physical activity, nutrition, emotional/behavioral health, and mentoring) to address the overall health of our at-risk youth. Through our program, we are able to educate, motivate, and encourage our participants to feel confident and competent in living healthier lives, as well as encouraging their family members to do the same. Youth participating in our program have shown decreases in waist circumference, increases in physical activity, increases in fruit and vegetable consumption, and less screen time (time spent watching television, on phones, computers, or other electronic devices).

Healthy Pokes - GAUDREULT

We ask for your consideration in helping to fund transportation of Healthy Pokes participants. By enabling us to continue transportation of Healthy Pokes participants, the City of Laramie and Albany County will maintain the quality of service Healthy Pokes can provide to at-risk youth in our community. Not only will the partnership between UW and ACSD1 be able to continue in the context of Healthy Pokes, your support will contribute to the encouragement and enabling of our participants to be more active.

- 5) **The total estimated cost of project (actual cost estimates are preferred)**
The approximate cost for transporting participants to and from the Healthy Pokes after-school program for one year is \$2,300. ACSD1 incurs approximately 25 miles and 2 hours per day transporting participants of the Healthy Pokes program (communication with ACSD1 Director of Transportation, Randy Wilkison and Business Manager, Edward Goetz; February 12, 2016). At an operating cost of \$1.58/mile and \$18.21/hour, ACSD1 incurs \$76/day, and we ask for funds to reimburse ACSD1 for costs accrued for 1 day/week for 30 weeks over 1 year (\$76/day x 30 days/year = \$2,280).
- 6) **If there will be any matching funds from the requesting recreation provider/organization**
The University of Wyoming contributed financially to initial implementation of the Healthy Pokes program in its early pilot phase. However, continued implementation is dependent on the abilities of Dr. Gaudreault to secure external funding sources.
- 7) **If there will be any matching funds from any other entity**
Healthy Pokes is currently funded by Wyoming Department of Health, Cheyenne Regional Medical Center, and Ivinson Memorial Hospital. Local partners in Laramie include: Albany County School District 1, UW Men's Basketball, Laramie Physicians for Women and Children, and Wal-Mart. Funds and donated time and effort through these sources are currently used for recruitment, programming, data collection/analysis and administrative purposes (***see Attachment A: Healthy Pokes Operating Budget***). Due to the short amount of time from the RFP (November 17) to the submission deadline (moved from November 30 to December 15), ***we were unable to secure matching funds from the above entities.***

Funds requested with this RFP are strictly supplemental to our existing budget.

Healthy Pokes - GAUDREULT**8) A detailed description of the project (schematic drawings, specifications or photographs are preferred)**

The overall goal of Healthy Pokes is to reduce risk and prevalence of obesity and its associated health outcomes. By having children participate in lessons, activities, and mentoring throughout a 30-week program, the program aims to achieve the following objectives:

- To enhance children's physical activity levels and knowledge of fitness concepts
- To improve children's knowledge of nutritional concepts and choices
- To increase self-efficacy associated with making positive choices regarding physical activity, nutrition and behavior
- To improve children's social and emotional health (Carling, 2015)

In order to meet these goals and to ensure consistent intervention, the student participants must have a reliable means of transport to get to the programming site and to get home. The parents and guardians of most participants are still at work during the Healthy Pokes programming times and, even if they are not, they may not have reliable transportation of their own to assist their child in traveling to the programming site or to bring them back home.

With the support of the Albany County Recreation Board, Healthy Pokes would reimburse Albany County School District 1 for transportation costs related to Healthy Pokes programming efforts. Albany County School District 1 has partnered with UW and Healthy Pokes since its initial implementation in 2014, and proven to be a vital resource for the functioning of our program. Continued partnership is critical for maintaining opportunities for at-risk children in the Laramie community to engage in physical activity and healthy behaviors they would not otherwise experience. We recognize that transportation of Healthy Pokes participants is an additional cost for ACSD1 accrued outside of routine school operations, and we want to compensate their efforts to enable future collaboration and growth.

9) Detailed description of impact on community recreation

Approximately 40 children, who otherwise do not participate in recreation, each year will be more active for 30 weeks each year directly due to their participation in Healthy Pokes programming. In addition, the Healthy Pokes Director, Staff and Researchers are continually looking for ways to involve participants in physical activity and healthy lifestyles within their community. Future collaborative efforts with ACSD1 could include transportation to and from organized events supporting participants in pursuing other recreational opportunities in Albany County, such as skiing lessons at Snowy Range Ski Area and hiking in Medicine Bow/Routt National Forest, as well as patronizing the Laramie Recreation Center. Of course, additional efforts such as these would require additional funding.

Healthy Pokes - GAUDREULT

10) Detailed project timeline

August 2016:

- Receive notice to proceed with approved projects
- Communicate with parents of Healthy Pokes participants regarding after-school transportation needs related to the program
- Coordinate with ACSD1 Transportation Director (Randy Wilkison) regarding participant transportation logistics

September 2016:

- Begin using vehicles to transport Healthy Pokes participants
- Maintain at least weekly contact with ACSD1 Transportation Director (Randy Wilkison) regarding transport of Healthy Pokes participants to ensure all needs are being met (participants, ACSD1, and UW) and to troubleshoot any conflicts

11) Describe estimated operational costs and how they will be addressed for the life of the project

The estimated daily and yearly operational/maintenance costs are outlined in Attachment B: Healthy Pokes Transportation Budget. Daily maintenance and fuel costs are included in the per-mile and per-hour operational costs set forth by ACSD1. ACSD1 currently provides insurance covering the School District, its employees, students and facilities with liability set at \$250,000 for each occurrence and \$500,000 aggregate as per a Memorandum of Understanding between the University of Wyoming and ACSD1.

12) Describe estimated maintenance costs and how they will be addressed for the life of the project

(see #11 above)

13) Commitment to provide a full and final written report with the request for grant reimbursement that details how the grant funds were expended and their impact on community recreation

Healthy Pokes Director, Karen Gaudreault, guides the research agenda for the program to examine the impact of this program on children's body size, lifestyle habits (screen time, sleep), physical activity during the program sessions, and self-efficacy in the curricular areas of physical activity, nutrition, and behavioral health. Data from the Healthy Pokes pilot program are available, upon request. Data from 2015/2016 will not be available until after this grant cycle is completed.

REFERENCES

Carling, S. (2015). Unpublished report. "*Healthy Pokes 2014-2015 Pilot Report.*" University of Wyoming, Laramie, WY, 2015.

Healthy Pokes - GAUDREULT**Attachment A: Healthy Pokes Operating Budget**

Healthy Pokes Operating Costs: 2016/2017		
Personnel	Location	
Graduate Assistant - Full Year	Laramie	\$ 24,096
Base Summer Salary - Principle Investigator	Laramie	\$ 15,600
Base Fringe - Summer Salary PI (50% of salary)	Laramie	\$ 7,800
Base Summer Salary - CoPI - Data Analysis	Laramie	\$ 5,620
Base Fringe - Summer Salary CoPI - Data Analysis (50% of salary)	Laramie	\$ 2,810
Translator (translation of documents to Spanish, for parents)	Laramie	\$ 500
		\$ 56,426
Travel Costs		
Mileage - Program Coordinator (Program implementation) 0.56/mile x 98 miles/trip x 1 trip/week x 20 weeks	Cheyenne	\$ 1,098
Mileage - Program Coordinator (Meetings) 0.56/mile x 98 miles/trip x 6 trips/20 weeks	Cheyenne	\$ 329
Transportation for participants - UW Fleet Rental \$60/day x 2 vehicles/day x 1 day/week x 30 weeks (Transportation currently sponsored by Albany County School District at no cost)	Laramie	\$ 3,600
		\$ 5,027
Supplies/Miscellaneous Expenses		
Pedometers (60 students x \$50/pedometer)		\$ 3,000
Miscellaneous equipment - cups, balls, profile sheets		\$ 3,500
Ingredients for nutrition lessons and snacks		\$ 3,000
Meals during program (staff)		\$ 200
Shirts for staff and students		\$ 1,200
Copy charges (\$5/month)		\$ 60
Posters/fliers		\$ 750
		\$ 11,710
Total for 2015/2016 (60 children, 2 sites)		\$ 73,163

Healthy Pokes - GAUDREULT

Attachment A: Healthy Pokes Operating Budget (continued)

Healthy Pokes Operating Costs: 2016/2017			
Personnel	Location		
Rollover costs from 2015/2016	Laramie	\$	69,543
Additional semester for local Physical Education Teacher		\$	5,000
2% increase on wages - PI	Laramie	\$	300
2% increase on fringe - PI	Laramie	\$	150
2% increase on wages - CoPI - Data Analysis	Laramie	\$	112
2% increase on fringe - CoPI - Data Analysis	Laramie	\$	56
Additional CoPI Salary - Psychology Study	Laramie	\$	5,620
Additional CoPI Fringe - Psychology Study	Laramie	\$	2,810
Additional Graduate Assistant - Full Year	Laramie	\$	24,578
Program Coordinator - Local PE Teacher	Sheridan	\$	5,000
Fringe for Program Coordinator - 10%	Sheridan	\$	500
Program Coordinator - Local PE Teacher	Gillette	\$	5,000
Fringe for Program Coordinator - 10%	Gillette	\$	500
		\$	119,169
Travel Costs			
Mileage - PI to Sheridan and Gillette (0.56/mile x 600 miles/trip x 2 trip/year)		\$	672
Per diem - PI to Sheridan and Gillette (2 trip/year MI&E \$56/day x 3 days)		\$	168
Hotel costs - PI to Sheridan and Gillette (rate @ 2 days)		\$	166
Conference travel - PI (hotel/airfare/meals)		\$	2,000
Conference travel - Program Coordinator (hotel/airfare/meals)		\$	2,000
Conference travel - CoPIs		\$	2,000
Transportation for participants - UW Fleet Rental \$60/day x 2 vehicles/day x 1 day/week x 30 weeks (Transportation currently sponsored by Albany County School District at no cost)	Laramie	\$	3,600
			10,606
Supplies			
Pedometers (60 students x \$50/pedometer)		\$	3,000
Miscellaneous equipment - computers/office supplies		\$	2,000
		\$	5,000
Total for 2015/2016 (60 children, 2 sites)		\$	134,775

Healthy Pokes - GAUDREULT**Attachment B: Healthy Pokes Transportation Budget**

Healthy Pokes Transportation Costs: 2016/2017		
Daily Operation and Maintenance	Location	
Bus Driver wage: \$18/hour x 2 hours	Laramie	\$36
1.60/mile x 25 miles	Laramie	\$40
	Daily Total:	\$76
Annual Operation and Maintenance	Location	
Fall Session: 10 weeks (September - December 2016) \$76/day x 1 day/week x 10 weeks	Laramie	\$759
Spring Session: 10 weeks (February - April 2017) \$76/day x 1 day/week x 10 weeks	Laramie	\$759
Summer Session: 10 weeks (June - August 2017) \$76/day x 1 day/week x 10 weeks	Laramie	\$759
Total for 2016/2017 (40 children, 1 site):		\$2,278



Agenda Item: Original Ordinance - 2nd Reading

Title: Original Ordinance No. 1938, to amend Chapter 13.52, Section 13.52.010 of the Laramie Municipal Code concerning Mosquito Control fees

Recommended Council MOTION:

I move that Council approve Original Ordinance No. 1938, on second reading to amend Chapter 13.52, Section 13.52.010 of the Laramie Municipal Code concerning Mosquito Control fees, increasing the monthly utility user fee from \$2.57 to \$4.89 with an effective date of April 1, 2016.

Administrative or Policy Goal:

City Council Goal: Maintain Laramie's Safe, Healthy Environment and Ensure Adequate Resources to Protect General Welfare.

Department Objective: The implementation of the City's 2010 West Nile Virus Protection Plan. Provide quality parks and recreation opportunities for residents and visitors to the City; Develop infrastructure to enhance existing parks and recreation facilities and amenities for residents and visitors to the City.

Background:

At the September 9, 2015 Parks, Tree and Recreation Advisory Board meeting, staff was directed to prepare multiple options for the Mosquito Control Program and potential outcomes. To this end, staff prepared eight (8) general options for consideration by the Parks, Tree and Recreation Advisory Board with public input on October 14, 2015. The intent was to gather feedback from the public and the Parks, Tree and Recreation Advisory Board on these options and narrow the field of eight (8) options to three (3) for staff to prepare estimate specifics on costs, efficacy and details on what the program would consist of with each option for consideration by Council.

On November 10, 2015 Council held a work session to discuss three potential options that were selected from a group of eight options recommended by the Parks, Tree, and Recreation Advisory Board. Council members debated the presented options and directed staff to develop a program that is more environmentally friendly than our current program without sacrificing our current efficacy on treated acres, along with the associated fee increase for their consideration.

On January 26, 2016 Council held a work session and public hearing to discuss and hear public comments on the Alternative Mosquito Control Program that would be supported by Original Ordinance No. 1983 concerning Mosquito Control fees, increasing the monthly utility user fee from \$2.57 to \$4.89 with an effective date of April 1, 2016. The **Mosquito Control Alternative Program** that retains efficacy on treated acres and increases the environmental friendliness of the Mosquito Control Program includes the following program elements:

- **The alternative program** would consist of ground based larval BTi applications and between one and seven (1-7) aerial larval treatments. Two of those treatments would be made using granular larvicides. The current program utilizes the same ground based larval applications and one (1) aerial larval application.

- **The alternative program** would consist of ground based fogging in town using a reduced risk insecticide and one aerial treatment outside the City limits with an organophosphate pesticide.
- **The alternative program** would include a contingency/emergency operations fund.

The specific details of the **alternative program** are as follows:

- **Ground based larval mosquito control:** Ground based larval control utilizing hand application equipment and ATV units would remain at the current level. This component provides larval control in urban areas and on smaller rural acreages. This program component will also continue to provide the mobility to accomplish surveillance for aerial operations and spot treatments in rural areas. No change in the current program is anticipated in this area. **This program component remains budget neutral.**

No change No additional cost to the program
--
- **Aerial BTi larval control liquid:** The acres controlled with liquid larval aerial applications would increase in this plan from the current 3,790 acres annually to a maximum of 10,000 acres annually treated at optimum intervals to maximize efficacy. Aerial larval control with liquid Bti currently costs \$9.70 per acre. The current cost for the aerial BTi averages \$36,800. **An increase in BTi larval acres from 3,790 to 10,000 would require an additional \$60,250 annually.**

Additional Aerial Larval treatments An additional \$60,250

- **Aerial larval control granular BTi:** Granular aerial larvicide applications are more expensive than liquid applications because of multiple factors including: the specialized application equipment, narrow swath width, and cost of the granular products. The estimated cost for the contractor to perform the application is \$8.00 per acre. The larval control product is estimated to cost \$18.00 per acre, for a total cost of \$26.00 per acre. Aerial granular larvicides are a new addition to the program. This application product is targeted to treat larvae in habitats that have heavy overgrowth of grasses or other plant material that cannot be penetrated with liquid formulations. Current equipment and staffing levels are appropriate to handle loading granular larvicides, and no change in the normal operations or schedule is anticipated. **Treatment of 3,000 acres with granular larvicide would require an additional \$78,000 annually.**

New: Aerial Granular Larval Treatments An additional \$78,000
--
- **Ground based adult control (fogging):** The ground based adult control fogging operations would be altered to utilize Zenivex as the control agent replacing the current combination of Permethrin and Pipronyl butoxide (PBO.) Zenivex uses the active ingredient Etofenprox and is a member of the pyrethroid family but requires no Pipronyl Butoxide as a synergist to help the insecticide perform its function. Zenivex is currently in use in our program as the adult control agent used in the Casper Aquifer Protection Overlay area. Zenivex is recognized by the Environmental Protection Agency as a "Reduced Risk Pesticide." Over the past 3 years the program

New: Reduced Risk Adult Control Fogging Product An additional \$46,000

utilized an average of 715 gallons of product at an average cost per gallon of \$16.92 for an annual total of \$12,000. 715 gallons of Zenivex at \$80.75 per gallon would cost \$57,800. The difference between the costs is approximately \$46,000. Current staffing and equipment are suitable for the application of Zenivex. **Replacement of the Permethrin + PBO with Zenivex would require an additional \$46,000 annually.**

- **Aerial Adult control:** The aerial adult control would remain at the current level. It should be noted that in order to maintain efficacy of approximately 95% on acres treated, the potential application of organophosphate pesticide is likely required and therefore essential. Currently, aerial application with Dibrom costs \$0.82 per acre for contractor application and 0.70 per acre for chemical for a total cost of \$1.52 per acre. Historically 15,360 acres are treated at a cost of \$23,350. **This program component remains budget neutral.**
- **Contingency/Emergency Operations Fund:** This additional option would be utilized to allow and permit immediate response to unforeseen conditions such as: late season adult vector control; impending West Nile Virus outbreak; severe flooding producing excess mosquito habitat; immediate need of additional provisional staff to mitigate conditions; etc. **Addition of a Contingency/Emergency Fund would require an additional \$25,000 annually.**
- **Capital/Equipment Fund:** The current (FY2015/16) Mosquito Control budget includes \$40,915 in replacement capital and equipment. Over the past 5 fiscal years, the capital and equipment budget for the Mosquito Control Program has averaged \$53,000 per fiscal year. With the addition of the Contingency/Emergency Operations Fund, the Capital/Equipment Fund could be reduced to approximately \$27,000 per fiscal year to provide a sustainable funding source, based upon the projected Mosquito Control fee increase to fund the Mosquito Control capital and equipment needs in the future.

No Change
No additional cost to the

Contingency/
Emergency
Fund
An additional \$25,000

No additional cost to program when combined with Contingency/Emergency Operations Fund

The alternative program would require a total expense budget of \$634,250 to incorporate the more environmentally friendly control agents and application methods while maintaining the same efficacy on treated acres.

At the direction of previous Councils, the Mosquito Control expense operations should be wholly supported and offset with utility account fees, cooperative agreements, and grant revenue. With this being the case, to support the **alternative program** options the following revenue streams are required to support the operational expense:

Utility account fee at \$4.89 per month based upon 9,100 accounts:	\$533,988
Cooperative Agreement with Albany County Weed and Pest:	\$ 40,000
Emergency Insect Management Grant for WNV prevention:	<u>\$ 60,000</u>
Total Mosquito Control Program revenue required:	\$633,988

The **alternative program** would require a monthly fee of \$4.89 based on 9,100 households. The current monthly mosquito control fee is \$2.57. To fund the **alternative program** with more environmentally friendly pesticides while maintaining the current program efficacy, would result in a 90% increase in the monthly mosquito control fee.

Formulating the budget for this **alternative program** assumes the continued availability of grant funding to the City through the Wyoming Department of Agriculture; Emergency Insect Management Grant program. This program is currently supported in Governor Mead’s preliminary state budget but has not been approved by the full legislature. If this program is not renewed, the City would need to make up approximately \$60,000 annually in funds directly related to the prevention of West Nile virus. This would result in an additional fee of \$0.55 per user, per month.

Legal/Statutory Authority:

Chapter 13.52, Section 13.52.010 of the Laramie Municipal Code

BUDGET/FISCAL INFORMATION:

REVENUE

Mosquito Control Fee	\$533,988.00	based upon 9,100 utility account users
Intergovernmental Agreements	\$40,000.00	Agreement with Albany County Weed and Pest Control
Grants for the Program	\$60,000.00	Emergency Insect Management Grant for WNV
Total	\$633,988.00	

EXPENSE

Proposed Project Cost.

Program Budget	Amount	Funds
Current Budget	\$397,663.00	Mosquito Control Operational Budget
Alternative Program Budget (additional)	\$236,587.00	Alternative Program elements including additional aerial larval liquid Bti, additional aerial granular Bti, ground based fogging with Zenivex, contingency emergency operations fund, and capital and equipment replacement funds.
Total Amount	\$634,250.00	

Future dates are subject to change

Introduction/1 st Reading	February 2, 2016
Public Hearing	February 16, 2016
2 nd Reading	February 16, 2016
3 rd Reading	March 1, 2016

Attachments: Original Ordinance No. 1983

Responsible Staff: Paul Harrison, Parks and Recreation Director at 721-5260, Todd Feezer, Assistant Director of Parks and Recreation at 721-5348.

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

ORIGINAL ORDINANCE NO.:1938
ENROLLED ORDINANCE NO.:

INTRODUCED BY: HENRY

AN ORDINANCE TO AMEND CHAPTER 13.52, SECTION 13.52.010 OF THE LARAMIE MUNICIPAL CODE TO ADJUST THE MOSQUITO CONTROL FEE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE

Section 1: Section 13.52.010 of the Laramie Municipal Code is amended to read as follows:

There is assessed to the account of each utility user, whether such account relates to service inside or outside the corporate limits, a charge of ~~two dollars and fifty-seven~~ **FOUR DOLLARS AND EIGHTY NINE** cents per month per account, payable in advance, commencing ~~July 1, 2010~~ **APRIL 1, 2016**, for mosquito control. The monthly charge shall be billed and payable with the city's regular utility account billings. (Prior code § 12-8; Ord. 1097 § 1, 1993; Ord. 1275 § 1, 1999; Ord. No. 1537, § 1, 10-21-2008; Ord. No. 1582, § 1, 4-20-2010)

Section 2: This ordinance is effective April 1, 2016.

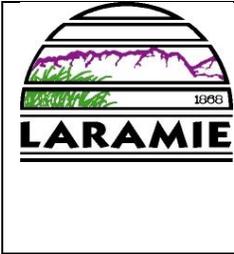
Passed and approved this _____ day of _____, 2016.

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

Attest: _____
Angie Johnson
City Clerk

First Reading: February 2, 2016
Public Hearing: February 16, 2016
Second Reading: February 16, 2016
Third and Final Reading:

Duly published in the Laramie Daily Boomerang this _____ day of _____, 2016



Agenda Item: Agreement

Title: Business Ready Community Grant and Loan Program Grant Agreement between the Wyoming Business Council and the City of Laramie for the Tungsten Heavy Powder and Parts (THPP) Project & Amending the FY15-16 budget for Spending Authority.

Recommended Council MOTION: I move to approve the Business Ready Community Grant and Loan Program Grant Agreement between the Wyoming Business Council and the City of Laramie for the THPP Project and authorize Mayor and Clerk to sign and to approve an amendment to the fiscal year 2015-2016 of the biennium budget in the amount of \$2,935,924.

Administrative or Policy Goal: Strategic Partnerships for Economic Growth & Development

Background: During its October 20, 2015 meeting, Council passed Resolution 2015-73 authorizing the submittal of a Business Ready Community, Business Committed Award from the Wyoming Business Council in an amount not to exceed \$3,000,000 to support the relocation of THPP in Laramie. The State Land and Investment Board voted unanimously to approve this award during its December 2015 meeting. The board’s motion to approve the award included a contingency that THPP verify financing for equipment that will be installed in the building. The company estimates \$1.5 million in equipment will be needed and is working with the Wyoming Business Council and private lenders to secure these funds. Meanwhile, City staff is working with the company, its architect, and the Laramie Chamber Business Alliance to select a Construction Manager at Risk. Proposals werw due Friday, February 5th, 2016 and selection will occur mid-month. Any contract award will be made contingent on securing funding (i.e. the Wyoming Business Council executing the grant agreement upon THPP satisfactorily verifying that it has secured financing for equipment). The estimated project completion timeframe is fall 2016.

Project Cost: The total cost of this project will be \$4,070,924 of which \$2,935,924 is covered by the grant award and the remainder is comprised of cash and in-kind contributions from THPP. No City of Laramie funds will be used for any portion of this project, however, the City has already made and will continue to make a significant investment of staff time and resources to this project.

ESTIMATED PROJECT COST & GRANT/MATCH RATIO	
Grant Request	\$2,935,924
Cash Match – Tungsten (for architectural services)	\$225,000
In-kind Match – LC BA (Land Value)	\$910,000
TOTAL	\$4,070,924

Job Creation: The company projects it will create 25 new jobs initially and as many as 55 jobs in its fifth year in Laramie. The median hourly wage paid by Tungsten Heavy Powder and Parts will be approximately \$18.33 which is above the county’s median wage of \$16.81 per hour. The company offers benefits including vacation, sick pay, medical insurance, pension fund participation and bonuses.

Ownership and Reinvestment: The City of Laramie will own the building during construction. When construction is complete, the City of Laramie will transfer the property to the LCBA. LCBA will lease the building to THPP and will collect approximately \$46,200 in lease payments per year. Initially, LCBA will use 80% of the lease payments for on-going economic development including infrastructure, project-specific marketing, grant match and other projects as needed and 20% for operations.

After 10 years, THPP will have the option to purchase the building and land. If THPP purchases the building at that time, LCBA will make the following reinvestments: 50% for on-going economic development including infrastructure, project-specific marketing, and other projects as needed; 25% returned to the Wyoming Business Council in an effort to support the stability of the BRC program; and 25% will be retained by the LCBA to be used as matching dollars for future grant applications to the Wyoming Business Council.

The Wyoming Business Council estimates this project will result in a 2.5% return on investment.

Legal/Statutory Authority: This is a qualifying BRC project and the City is an eligible applicant.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Project Budget		
Grants for Projects	\$ 2,935,924.00	BRC, Business Comitted
Loans on Project		
Other	\$ 2,935,924.00	

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$ 4,070,924.00	
Loans on Project		
Grants for Project	\$ 2,935,924.00	BRC, Busienss Committed
City's Amount	\$ -	
Other	\$ 1,135,000.00	THHP (\$225,000, cash) and LCBA (\$910,000 in-kind)
Total Amount	\$ 4,070,924.00	

Responsible Staff:

City Manager, Janine Jordan, x5226
 Grant Analyst, Sarah Reese, x5201
 Administrative Analyst, Sam Farstad, x5361

Attachments: Grant Agreement

_____ City Manager _____ City Attorney _____ Choose an item.

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF LARAMIE**

1. Parties. The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Business Council (“WBC”), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and the City of Laramie, a political subdivision of the State of Wyoming (“Grantee”), whose address is 406 Iverson Street/ P.O. Box C, Laramie, WY 82073.

2. Purpose of Grant Agreement. The WBC shall provide Business Ready Community Grant and Loan Program (“BRC”) Business Committed funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the “Project”) described in Attachments A and B attached hereto. Performance by Grantee of the requirements of this Grant Agreement and compliance with all BRC program rules and regulations is a condition to Grantee’s receipt of monies hereunder.

3. Term of Grant Agreement and Required Approvals. This Grant Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by June 30, 2017, unless an extension is approved by WBC. This Grant Agreement shall terminate on June 30, 2020, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Grant Agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.

4. Payment. WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Grant Agreement and the BRC program. The total payment to Grantee under this Grant Agreement shall not exceed two million nine hundred thirty-five thousand nine hundred twenty-four dollars (\$2,935,924) (“Grant”). Payment will be made following Grantee’s delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC. Payment shall be made from WBC’s BRC budget pursuant to the schedule shown on Attachment A hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

5. Responsibilities of Grantee Regarding the Project. The Project to be undertaken is described in Attachment A and B which are attached and made a part of this Grant Agreement.

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

7. Special Provisions.

A. Budget. The budget for the Project is described in the Project Grant Expenditure Schedule (“Budget”) in Attachment A.

(i) Grantee agrees it will not exceed any of the line item totals listed in the Budget in Attachment A by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

(ii) In the Budget, "Non Construction Costs" include: appraisal, architectural, engineering, and project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.

(iii) This grant is incrementally funded as costs are incurred accordingly to the Budget in Attachment A.

(iv) Grantee shall submit one (1) reimbursement request per monthly cycle or one (1) request every thirty (30) days. If more than one request is received during that monthly cycle, the WBC may return each additional request to Grantee for submittal in the next appropriate monthly cycle.

(v) The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at seventy-two percent (72%). Verification of all in-kind contributions must be submitted to the WBC.

(vi) If actual costs of the Project are more than the Budget indicated in Attachment A, Grantee agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project. If there is additional funding for the Project, the Grantee must provide the WBC with all necessary information regarding the funding.

B. Default and Remedies. In the event the Grantee or any subgrantee of the Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the BRC program rules and regulations, then WBC shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Grant Agreement without further liability or obligation of WBC;

(ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

- (iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- (iv) Advising Grantee to suspend disbursement of funds for the deficient activity;
- (v) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
- (vi) Changing the method of payment to Grantee; and/or
- (vii) Reducing, withdrawing, or adjusting the amount of the Grant.

C. Extension of Construction. WBC may, at its discretion, without a written amendment to this Grant Agreement, extend the construction services date if Grantee provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein. All other extensions shall be done by written amendment to this Grant Agreement.

D. Monitor Activities. The WBC shall have the right to monitor all Project related activities of the Grantee. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.

E. No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

F. Non-Supplanting Certification. Grantee hereby affirms that BRC grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

G. Operations and Maintenance. Grantee will be required to provide an operations and maintenance plan for the Project commencing upon the completion of construction and for a minimum of five years thereafter. The Project Operation and Maintenance Plan is more particularly described in Attachment B.

H. Performance Measures. Grantee will be required to provide information as requested by the State of Wyoming, by and through the WBC, about construction of the building, job creation, revenue recapture, business recruitment, business development efforts, and additional private investment. Performance Measures are more particularly described in Attachment A.

I. Procurement Requirements. Grantee will be required to provide a letter from a qualified engineer certifying the construction completion of the project and that all required construction standards were adhered to during the construction of this Project. Upon completion of construction of this Project, Grantee will be required to provide the WBC a letter from

Grantee's attorney confirming:

(i) Grantee has followed all procurement standards have been followed as per W.S. § 15-1-113 and W.S. § 16-6-101 et. seq.

(ii) Grantee has followed the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206);

(iii) Grantee has provided certified cost estimates from a qualified engineer.

J. Publicity. Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the Wyoming Business Council as a funder. Grantee shall advertise BRC funded property and/or buildings on WyomingSites.com, and will be responsible for updating information every ninety (90) days (required on all real estate and building Projects).

K. Reporting. Within fifteen (15) calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the quarter or any other information requested by WBC. At the end of the term of this Grant Agreement, Grantee shall furnish WBC with a comprehensive report of the Project accomplishments, a cumulative detailed financial report reflecting total grant expenditures, cash and in-kind match expenditures, and private funds leveraged pursuant to this Grant Agreement. Grantee shall provide a letter from a qualified engineer certifying the completion of the project and that all required construction standards were adhered to relative to the construction of this Project.

L. Retention of Records. Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Grant Agreement or the BRC program rules and regulations for ten (10) years following WBC's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.

M. Revenue Recapture. Grantee's intention to return recaptured revenue to the WBC does not bind, encumber, be chargeable, or create a debt of any kind on the behalf of or against Grantee, the city's assets, general obligation funds, or any other revenues or properties whatsoever. In the event of default with respect to the terms and conditions of this Grant Agreement, or with respect to the terms and conditions of any related project agreements between any of the parties, neither the WBC nor any other party shall have the right to seek recapture from Grantee. The Revenue Recapture Plan is more particularly described in Attachment B to the Grant Agreement.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

C. Assignment. Certain duties and responsibilities of the Grantee may be delegated to the Laramie Chamber Business Alliance, whose address is 800 South 3rd Street, Laramie, WY 82070, pursuant to the Project Development and Administration Agreement shown in Attachment B. Those duties include, but are not limited to construction management and administration of the Project funded by this Grant. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC. Any assignment to the Laramie Chamber Business Alliance as permitted by the preceding sentence will not relieve Grantee of its responsibility to perform or cause to be performed all duties under this Grant Agreement.

D. Assumption of Risk. The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The WBC shall notify the Grantee of any state determination of noncompliance.

E. Audit/Access to Records. The WBC and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

F. Availability of Funds. Each payment obligation of the WBC is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Grantee, the Grant Agreement may be terminated by the WBC at the end of the period for which the funds are available. The WBC shall notify the Grantee at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the WBC in the event this provision is exercised, and the WBC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the WBC to terminate this Grant Agreement to acquire similar services from another party.

G. Award of Related Grant Agreements. The WBC may undertake or award supplemental or successor agreements for work related to this Grant Agreement. The Grantee shall cooperate fully with other grantees and the WBC in all such cases.

H. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

I. Entirety of Grant Agreement. This Grant Agreement, consisting of nine (9) pages, Attachment A, consisting of four (4) pages, and Attachment B, consisting of thirty-seven (37) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

J. Extensions. Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. This Grant Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of WBC and subject to any necessary WBC approval. Any agreement to extend this Grant Agreement shall include, but shall not be limited to: an unambiguous identification of the Grant Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Grant Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Grant Agreement; and, if the duties of either party will be different during the extension than they were under the original Grant Agreement, a detailed description of those duties.

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

L. Independent Contractor. Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

M. Kickbacks. The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the WBC may, at its discretion, terminate this Grant Agreement without liability to the WBC, or deduct from the Grant Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

N. Nondiscrimination. The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act, (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975

and/or any properly promulgated rules and regulations related thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this Grant Agreement.

O. Notices. All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred three (3) days following deposit in the U.S. mail or upon delivery in person.

P. Ownership of Documents/Work Product/Materials. All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

Q. Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Grant Agreement, until this Grant Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.

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

S. Sovereign Immunity. The State of Wyoming and WBC do not waive sovereign immunity and Grantee does not waive governmental immunity by entering into this Grant Agreement, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

T. Taxes. Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

U. Termination of Grant Agreement. The WBC may terminate this Grant Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.

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

W. Time is of the Essence. Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

X. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

Y. Unused/Misused Funds. The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any payments used for purposes not authorized, or performed outside this Grant Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Grant Agreement.

Z. Waiver. The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

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

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

WYOMING BUSINESS COUNCIL

Shawn Reese
Chief Executive Officer

Date

Molly Spangler, Director
Investment Ready Communities

Date

CITY OF LARAMIE

Dave Paulekas, Mayor
City of Laramie

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton
Senior Assistant Attorney General

Date

**ATTACHMENT A TO THE
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF LARAMIE**

Laramie - Tungsten Heavy Powder & Parts Expansion					
Purpose	The city of Laramie requests a \$2,935,924 Business Committed grant to construct a 15,500 square-foot manufacturing building with office space to be used by Tungsten Heavy Powder & Parts (THPP). The building will be located in the Laramie River Business Park.				
Project Budget	Projected Grant Expenditure Schedule				
	Description	BRC	Match		Total
			Cash	In Kind	
	Land	\$ -	\$ -	\$ 910,000.00	\$ 910,000
	Non-Construction Costs	\$ 206,343	\$ 15,813	\$ -	\$ 222,156
Construction Costs	\$ 2,729,581	\$ 209,187	\$ -	\$ 2,938,768	
Total Project Cost	\$ 2,935,924	\$ 225,000	\$ 910,000	\$ 4,070,924	
Performance Measures	Measure		Quantity	Notes	
	Businesses Assisted		1		
	Return on Investment		2.58%		
	Revenue Recapture		\$ 3,071,821	\$870,997-WBC, \$2,200,824-Local	
	County Median Wage		\$ 16.81		
	Median Wage of Jobs Created		\$ 18.33		
	Jobs to be Created (3 Year Projection)		30		
	Additional Investment		\$ 3,000,000.00	Equipment and training	
Project Infrastructure	Land		4.64 acres		
	Acres Developed		4.64		
	New Building Construction		15,500 sf		

Project Description

The city of Laramie requests a \$2,935,924 Business Committed grant to construct a 15,500 square-foot manufacturing and office building to be used by Tungsten Heavy Powder & Parts (THPP). The building will be located in the Laramie River Business Park.

The Laramie Chamber Business Alliance (LCBA) will contribute the land (4.64 acres valued at \$910,000) where the building will be constructed. THPP will provide a \$225,000 cash match, equipment and employee training.

The Business

THPP is based in San Diego, California, and has been in business since 1999. The company is a worldwide supplier of tungsten components for military, industrial engineering and medical markets. The company plans to manufacture in the Laramie plant those products that are required to be made on U.S. soil. Other products will continue to be imported from China and shipped worldwide.

The business management team consists of four persons including:

- Joe Sery, President and CEO
- Russell Lewis, Partner
- Jarmo Aaltonen, General Manager
- Daren Cheng, President and CEO of Xian Refractory Precision Metals Co., Ltd

The four have 100-plus years of combined experience in engineering, metallurgy, manufacturing marketing and management.

The company presently offers products used for military, engineering, medical and research purposes. Tungsten is an inert substance and is environmentally friendly.

Project Goals and Benefits

THPP projects the creation of 25 new jobs initially and as many as 55 in five years. Jobs will pay a median wage of \$18.33 per hour, which is higher than Albany County’s/Laramie’s median wage of \$16.81. The company offers benefits including vacation, sick pay, medical insurance, pension fund participation and bonuses.

The recruitment of THPP is on par with the growth of Laramie’s technology and manufacturing sector. This business brings diversity to Laramie’s technology and manufacturing sectors. Additional taxes will be realized. Further, this business will present opportunities for University of Wyoming graduates.

Timeline

The applicant estimates the project will be complete by December 2016.

Funding

The total project cost is \$4,070,924 of which \$2,935,924 represents a Business Committed grant. The grant will be matched by \$225,000 cash from THPP. Equipment financing will be provided by THPP through a \$1,500,000 loan. In-kind match totals \$910,000, which represents the land from LCBA. The company will provide an estimated \$1,500,000 in training for new employees.

Cost per square foot is \$208.

Timothy Belton, a registered professional architect, provided initial cost estimates. Plan One Architects provided additional detail.

Sources	
BRC amount	\$2,935,924
Cash Match	\$ 225,000
In Kind Match	\$ 910,000
Total eligible project cost	\$4,070,924
BRC % of total eligible project costs	72%
Local % of total eligible project costs	28%
Uses	
Land Acquisition Costs	
Land	\$ 910,000
Non-Construction Costs	
Architectural and Engineering fees	\$ 160,924
Other fees (surveys, tests, etc.)	\$ 53,245
Project inspection fees	\$ 7,987
Construction Costs	
Site work	\$ 298,173
<i>Building Components:</i>	
Electrical Systems	\$ 276,875
Mechanical, plumbing, HVAC systems	\$ 612,319
Landscaping	\$ 50,583
Foundation and/or Structural Framing system	\$1,024,969
Interior Finishes	\$ 210,318
Fire Protection	\$ 29,285
Remediation	\$ 6,565
Stairs, railings, exterior finishes	\$ 85,192
Equipment (Jib Crane)	\$ 6,656
Contingencies (12%)	\$ 337,833
Total Uses	\$4,070,924

Lease and Revenue Recapture

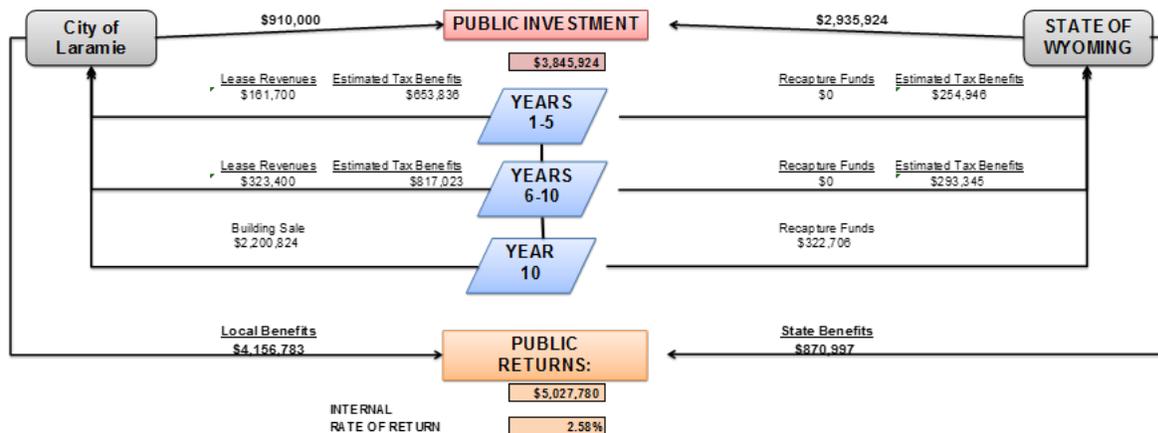
The city of Laramie will own the building through the construction phase. When construction is complete, ownership will transfer to LCBA. LCBA will lease the building to THPP for approximately \$46,200 per year. The company is responsible for insurance, taxes and utilities.

LCBA proposes to use recaptured revenue from lease payments as follows:

- 80 percent – on-going economic development including infrastructure, project-specific marketing, grant match and other projects as needed.
- 20 percent – LCBA operations

After year 10, the company will have the option to purchase the land and the building for fair market value less lease payments. Should the company choose to exercise this option the net proceeds will be managed as follows:

- 50 percent – to be used by LCBA to fund economic development infrastructure, project-specific marketing and other economic development projects as necessary
- 25 percent – return to the Wyoming Business Council in an effort to support the sustainability of the BRC program
- 25 percent – to be retained by LCBA as matching dollars for future grant projects with the Wyoming Business Council



Regional Comments by Heather Tupper

Tungsten Heavy Powder & Parts (THPP) initially contacted the Wyoming Business Council in late February 2015. THPP conducted online research in its search for a new location and was impressed by Wyoming's favorable business climate. After researching several sites around the state and making two rounds of site visits, the company chose the location in the Laramie River Business Park II for the expansion of the company. THPP manufactures tungsten components for several applications, and many of the current contracts the company holds are with military operations worldwide. The expansion will allow THPP to enter into a number of additional pending contracts that require production to be completed in the United States.

The Laramie Chamber Business Alliance (LCBA) has been integral in the development of the relationship with THPP. LCBA will donate the land in the business park on which the THPP facility will be constructed. The company committed its own funds to meet the \$225,000 cash match requirement of the project. In addition, THPP will work with a local bank to secure financing for equipment in the new facility.

Business Plan and Financial Analysis

THPP's business plan has been reviewed by WBC staff.

A full review of the company's financials and business plan is available to board members upon request.

WBC Recommendation

WBC recommends funding as a Business Committed grant in the amount of \$2,935,924 as requested contingent upon verification of financing for working capital, equipment and training. Performance measures for the project include building construction, job creation and additional private investment.

State Loan and Investment Board Recommendation:

**ATTACHMENT B TO THE
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF LARAMIE**

City of Laramie – LCBA – Tungsten Heavy Powder & Parts
PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

THIS PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT (this "Agreement") is made and entered into by and between the **City of Laramie**, a Wyoming municipal corporation and political subdivision of the State of Wyoming ("City of Laramie"), the **Laramie Chamber Business Alliance**, a Wyoming non-profit corporation and statutorily-authorized community development organization ("LCBA") and **Tungsten Heavy Powder, Inc. dba Tungsten Heavy Powder and Parts** (THPP).

RECITALS

(A) The City of Laramie will apply for a Wyoming Business Ready Communities- Business Committed Grant (the "Grant") from the Wyoming Business Council ("WBC") to allow for the construction of a building and necessary infrastructure on 4.64 acres of property in the City of Laramie, Albany County, Wyoming (the "Property") for purposes of effectuating THPP to develop its manufacturing facilities in Laramie, Wyoming. Specifically, the Property is located at and on approximately 4.64 acres of land located at Block 8, Lot 3 of the Laramie Rivers Business Park II in Laramie which is owned by LCBA;

(B) THPP is the business committed with respect to the above-described Grant. THPP has committed to building its manufacturing facilities ("the Facility") on the LCBA Property. The Facility will be initial new construction of an approximate 15,400 square foot metal building with 3,400 square feet of improved office space, and 12,000 square feet of manufacturing and shipping space;

(C) Tungsten Heavy Powder, Inc. is a company established in 1999 specializing in tungsten products. They sell to individuals, various –sized companies and organizations as well as to governments around the globe. They have been profitable and growing since year 1 and continue to do so with a huge growth percentage predicted the next few years. Currently, most of their products are made in China, where they have established a very close relationship for many years with 3 suppliers and a good relationship with at least five more. They do have a local San Diego-based manufacturing facility; it is small and is based upon very old technology. The new facility will be a promote THPP's ability to better serve its customers and make more effective use of suppliers including but not limited to one of their Chinese suppliers. It is their intention to transfer much of their production to the Laramie plant in a managed progression. To maintain profitability they indicate that they must be very cost conscious and operate very efficiently.

(D) The City of Laramie and LCBA are aware that the construction and operation of THPP would promote the sound economic growth of the City of Laramie and Albany County, Wyoming area through diversification of industry, the creation of new jobs, improvement of the tax base, and creation of other resources in Albany County, Wyoming area, all of which constitute a public purpose;

(E) The program under which the Grant is given authorizes project administration by a community development organization other than the Grant applicant, pursuant to a written agreement between the applicant and the community development organization;

(F) The City of Laramie is to be the Grant applicant;

(G) LCBA is a community development organization;

(H) The complex nature of the project will require significant expenditure of time and resources for project administration;

(J) LCBA is the legal owner of the Property upon which the Facility will be constructed. The City will be the Grant recipient and owner of the Facility throughout construction. LCBA and City will partner to jointly administer the project.

NOW, THEREFORE, for and in consideration of the foregoing recitals and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROJECT DESCRIPTION:

The project at issue will involve the construction of a building of approximately 15,400 square foot metal building with 3,400 square feet of improved office space, and 12,000 square feet of manufacturing and shipping space, along with associated site work of approximately thirty thousand (30,000) square feet (the "Project") and ownership of the building by LCBA for leasing and ultimate sale to and purchase by THPP from LCBA. The design and development of the Project and the construction thereof will be funded by the Grant.

2. OBLIGATIONS OF LCBA:

2. A. LCBA, at its sole cost and expense (except as is set forth in and contemplated by the Grant), shall cooperate with the City during all phases of Grant management and administration of the Project, including, without limitation, construction of the Project. In this capacity, LCBA shall, among other things perform as necessary the following tasks to manage and construct the Project:

2. A (i). LCBA shall be responsible for obtaining all necessary zoning, subdivision, land development and building permits and approvals necessary to develop the Project (collectively, the "Development Approvals") in a timely manner according to the project timeline set forth in the Grant application. Additionally, the parties acknowledge that LCBA intends to retain professionals to perform necessary construction testing and inspections, and the cost for same will be included in the construction costs of the Project.

2. A (ii). The Project shall be deemed to be substantially completed ("Substantially Completed" or "Substantial Completion") on the day when all of the following have occurred:

(a) the Project has been completed in accordance with the Final Plans and all applicable laws, rules and regulations, except for minor "punch list" items, the completion or repair of which will not interfere with Tungsten Heavy Powder, Inc.'s use and occupancy of the Project and Facility, and in accordance with, the Lease & Purchase Agreement (as hereinafter defined);

(b) the Project is available for THPP to utilize for its intended purpose without material interference with THPP's business activities by reason of completion of LCBA's work, including (without limitation), by reason of completion of "punch list" items;

(c) LCBA shall have obtained and delivered to THPP a copy of a certificate of occupancy relating to the Project issued by the City of Laramie, which certificate of occupancy shall be of the type customarily issued by the municipality in which the Project is located and which is adequate to permit THPP to legally occupy the Project for its intended purposes (the "Certificate of Occupancy"); and

(d) LCBA and THPP shall have completed a joint inspection of the Project and have:

i) confirmed in writing that the Project has been completed in accordance with the Final Plans, except for minor "punch list" items, and
(ii) compiled a written list of minor "punch list" items that do not interfere with THPP's business activities (the "Punch list Items"). LCBA shall cause all contractors and subcontractors to complete all punch list items no later than sixty (60) days after the date of Substantial Completion.

2. A (iii). At the direction of the City, account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and state law. As part of this obligation, LCBA shall comply with any and all advertising and bidding requirements for all phases of the Project, and shall not hire, contract with, bind itself or otherwise commit Grant money for construction or development of the Project until it has consulted with City of Laramie staff to ensure compliance with state advertising and bidding requirements and City policies.

2. A (iv). Keep appropriate and complete records of transactions relative to the Grant.

2. A (v). Keep the City of Laramie and THPP informed of all matters regarding the Project and Facility and give regular reports to the City of Laramie and THPP about the Project. Such reports shall be given as often as the City of Laramie and THPP request and, at the option of the City of Laramie and/or THPP, may be verbal or written.

2. A (vi). Complete all reporting requirements for the Grant as requested by City, including but not limited to publishing notices, submitting reports and the prompt submission of reimbursement of grant eligible expenditures to the City of Laramie and provide all receipts and documentation necessary to satisfy the granting agency.

2. A (vii). Subject to completion of the construction, satisfaction of grant terms, and with the approval of the City, enter into a ten (10) year Lease & Purchase Agreement with THPP in a form substantially as set forth on Exhibit "A" hereto, for the continued operation and maintenance of the Property and Facility, said lease to charge a basic monthly rental amount as set forth by Exhibit "A," and with the conditions of purchase of the Property and Facility in accordance with the terms of Exhibit "A." Lease agreement payments will be utilized by LCBA to cover any ownership and property management costs, as well as any potential Loan repayment costs of the Property and Facility which are not otherwise paid by THPP pursuant to Exhibit A. Any additional monies remaining after ownership and property management costs and Loan repayment costs, including any purchase monies acquired by LCBA upon sale by LCBA to THPP, shall be used by LCBA in accordance with the Revenue Recapture Plan attached herein as Exhibit "B."

2. A (viii). LCBA agrees that it shall not alter, dissolve or cause dissolution to its corporate capacity and community development organization status in any capacity during the reporting period and term with the WBC. Specifically, LCBA shall maintain its current non-profit corporate and community development organization status independently for purposes of the Project. In the event that LCBA fails to maintain its independent corporate status, or dissolves, or fails to maintain its status as an economic development organization pursuant to the provisions of Wyoming Statute § 9-12-301, et seq. the City shall have the right to declare a breach of the agreement and require that the title to the property, whether real, personal or mixed, be transferred to the City upon demand. LCBA shall comply with the demand within 30 days. Any transfer of the Property by LCBA to the City in accordance with the terms of this paragraph shall not affect THPP's rights under this Agreement or Exhibit "A".

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2.A.(ix) Upon completion of the Grant, participate in the public hearing and provide evidence and testimony regarding satisfaction of the Grant terms and the economic benefits and economic development impacts provided to the community by THPP.

2. B. LCBA shall contribute up to 4.64 acres of land located at Block 8, Lot 3 of the Laramie Rivers Business Park II in Laramie which is owned by LCBA (the "Property") for construction of the Facility. The Property is not located in a flood plain. The value of the conveyance of the land at the Facility site to THPP by LCBA shall be at an amount of \$910,000.00 or \$4.50/square foot. This value shall be used for purposes of the non-cash-match requirement for the Grant. LCBA agrees to dedicate the entirety of the Property to the exclusive use and benefit of the Project. LCBA shall execute and deliver all such documentation evidencing the value of the Property as may reasonably be required by the City of Laramie, the WBC and federal income tax purposes.

2. C. With respect to the construction costs for the Project, LCBA shall make requests for funding, together with necessary supporting documents no less frequently than monthly or as dictated by construction progress and/or WBC grant guidelines in such form as may be required by the City of Laramie and/or the WBC. LCBA shall make such other reports in such forms and at such times as may be reasonably required by the City of Laramie or the WBC.

2. D. In performance of its obligations under this Agreement, LCBA shall conform its conduct to the statutory obligations of the City of Laramie and the Grant requirements undertaken by the City of Laramie.

2. E. The City of Laramie may terminate this Agreement for reasonable cause or for any material breach of this Agreement by LCBA or THPP that continues beyond any applicable notice and cure periods as provided in Section 6 below. LCBA's services shall be deemed to start after all parties have signed this Agreement. If LCBA breaches this Agreement or is for some reason unable to serve as the community development organization, the City of Laramie shall either designate another community development organization or shall assume administration of this Agreement directly and transfer title to the property to the City. Any transfer of the Property by LCBA to the City in accordance with the terms of this paragraph shall not affect THPP's rights under this Agreement or Exhibit "A".

2. F. Except as provided herein, and subject to the contingencies herein that operate in favor of LCBA, LCBA may not terminate this Agreement before the successful completion of this Agreement. Following such completion, LCBA may terminate this Agreement at any time upon giving the City of Laramie sixty (60) days prior notice.

2. G. Coordinate and champion the Project for THPP to the City of Laramie, Albany County, WBC, elected officials, press, other governing bodies and the public generally. LCBA will assist THPP in employment opportunities for the partners, spouses and children of THPP management employees. To the extent that other training programs, services or grants are available for THPP, LCBA will manage such and endeavor to make such options available to THPP. LCBA will additionally assist in coordinating THPP recruitment relocations to the Laramie area by establishing contacts and relationships with local real estate agents, financial residential lending institutions and school district introductions.

2.H Following execution of this Agreement and award of the Grant, LCBA shall work with the City to advertise for construction of the Facility according to the "Plans, Specifications and Budget" as determined by the Architect. Upon receipt of the proposals for Construction, a committee consisting of City of Laramie staff, members from LCBA staff and a representative from THPP will review the proposals and select a firm.

2. I. Comply with any other term, responsibility, acknowledgment, duty or obligation of LCBA as may otherwise be specifically stated and provided for or contained within this Agreement or the Grant agreement.

2.J. The parties further agree that nothing in this Agreement shall be construed to mean that LCBA is obligated to proceed with the Project if the City of Laramie does not receive the requested funding from the WBC, nor shall anything be construed to mean the LCBA is obligated to expend funds for the Project in excess of the funds the City of Laramie receives from the WBC, unless the City of Laramie and/or Tungsten Heavy Powder, Inc. provide appropriate assurances of payment of such amounts.

3. OBLIGATIONS OF THE CITY OF LARAMIE:

3. A. The City of Laramie shall:

3. A(i). Apply for the Grant in sufficient time to support the project schedule contained within the Grant agreement and within sufficient time to receive a final funding decision from the State Lands & Investment Board at the earliest possible date. The Parties acknowledge that the application for Grant funding by the WBC requires the City of Laramie as applicant to solicit citizen input through a published public hearing before submission of an application and resolution passed by the City Council. In the event the City Council does not pass a resolution supporting the application by the City of Laramie to the WBC for grant funds for this Project, the City shall consult and confer with LCBA and immediately endeavor to refer the Grant application to another qualified sponsoring entity. If the City of Laramie is unable to find another qualified sponsoring entity, it shall then have the right to declare this Agreement null and void and of no further force or effect, whereupon, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement, and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that it has incurred pursuant to this Agreement. The parties further agree that nothing in this Agreement shall be construed to mean that the City is obligated to proceed with the Project if it does not receive the requested funding from the WBC nor shall anything be construed to mean the City is obligated to expend funds for the Project in excess of the funds received from the WBC, unless LCBA and/or Tungsten Heavy Powder, Inc. provides appropriate assurances of payment of such excess amounts.

3. A(ii). Notify WBC that LCBA is the designated community development organization with respect to the administration of the Grant.

3. A(iii). Forward any and all documentation received from WBC or others regarding this Project to LCBA in a timely manner.

3. A(iv). Collaborate with LCBA and THPP to select a construction company to provide the necessary infrastructure and construction services for the Project and the Facility in accordance with the Final Plans (as hereinafter defined) and the Final Budget (as hereinafter defined). Any contract

for the construction of the Project shall provide that the contractor(s) provide payment and performance bonds and the bidding of the Project will require the use of appropriate bid bonds.

3. A(v). Receive, review and submit to the WBC in a timely fashion Grant reports and requests for Grant reimbursements.

3. A(vi). Forward all Grant reimbursements received from WBC to LCBA in a timely fashion for all appropriate expenses paid by LCBA.

3. A(vii). In consideration of LCBA providing the contribution towards the Grant in the form of up to 4.64 acres of LCBA-owned real property for the Project (with a cash value of \$910,000.00), collaboration on project management, economic developments and impact in the community and other good and valuable consideration, the City of Laramie shall convey by a Bill of Sale and a Quitclaim Deed all of its right, title, interest and ownership of and in the Facility and the Property, if any, to LCBA within thirty (30) days of issuance of the Certificate of Occupancy for the Facility. In the event lease payments are made by THPP prior to conveyance of said ownership by the City of Laramie to LCBA, said lease payments shall be made payable to LCBA and all lease payments and proceeds shall be accounted for in accordance with Section 2.A(viii) and Exhibit "B."

3. B. Comply with any other reasonable term, responsibility, acknowledgment, duty or obligation of the City of Laramie as may otherwise be specifically stated and provided for or contained within this Agreement herein.

4. OBLIGATIONS OF THPP:

4. A. THPP shall:

4. A(i). Retain and pay for an Architect to prepare Preliminary Plans, Specifications and a Budget for the construction of the Project. Upon completion of Preliminary Plans and the Budget, THPP will present such plans and budget to the City of Laramie and LCBA for their review and approval. The budget for the construction of the Project shall not exceed cost outlined in Exhibit E or maximum amount provided through granting agency. THPP shall contract with an architect to complete final engineering design and provide construction plans to Project Team no later than December 15, 2015 in accordance with the timeline in Exhibit F.

4. A(ii). Move its manufacturing facilities to the Facility in Laramie, Wyoming at the Property upon issuance of the Certificate of Occupancy, which is projected to occur not later than twelve (12) months after execution of the Grant Agreement by WBC and City.

4. A. (iii). Employ, maintain and increase full-time employment and cumulative payroll in accordance with the projections and timelines/years as provided for and outlined by the attached Exhibit "C."

4. A(iv). Enter into a Lease & Purchase Agreement as set forth by Exhibit "A."

4. A(v). Provide in a timely fashion, all necessary job and wage information to City of Laramie and/or LCBA which is required for the submission of reports to the WBC. Project reporting will be required during the term of the Lease & Purchase Agreement.

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4. A(vi). Be responsible for any cost associated with Project changes that are completed at the written request of THPP (a "Change") that exceed the amount of the Project cost defined herein in Section 4.A(i) and total Project costs defined in Exhibit E. No Change shall be performed, and no cost associated with Project in excess of the Project Budget or maximum amount provided through granting agency (collectively "Excess Costs"), shall be incurred or allowed, without the prior written authorization, in each instance, of THPP, the City of Laramie and LCBA. THPP shall be responsible for changes orders approved by Project Team which exceed Project Budget, or maximum amount provided through granting agency (collectively "Excess Costs").

4. A(vii) Meet any cash match requirements for the WBC grant in the event the amount of the Architectural and Design fees paid by THPP are not sufficient to meet the cash-match requirements.

4. B. Comply with any other term, responsibility, acknowledgment, duty or obligation of Tungsten Heavy Powder, Inc. as may otherwise be specifically stated and provided for or contained within this Agreement herein.

5. CONTINGENCIES

As may have already been described herein or otherwise, this Agreement is made specifically with and subject to certain contingencies which are set forth elsewhere herein including but not limited to events such as the failure of the City to approve this Agreement or other the contingencies already set forth herein. In addition, the following additional contingencies shall govern and control LCBA's obligations hereunder:

5. A. That the WBC and SLIB (State Land and Investment Board) award and approve the Grant in a timely manner that will allow LCBA to achieve Substantial Completion by the date set forth in the project schedule contained within the Grant application; and

5. B. That any and all other City code, zoning and/or other requirements that may be imposed on the parties by the City of Laramie, Albany County or otherwise are reasonable and can be readily accommodated and achieved. The Parties hereto agree to adhere to the project schedule contained within the Grant application for attaining Substantial Completion and Certificates of Occupancy for the Facility to be constructed as part of the Project. It is specifically agreed, however, that if LCBA encounters delays in construction due to weather conditions, a Change instituted at the request of THPP, a delay arising from complications in receipt of funding from the WBC, any delay related to receipt of the final Grant Agreement/Contract from the State of Wyoming, a failure of the parties to agree upon resolution of an issue that delays construction, or any other event that was not reasonably foreseeable that interfered with LCBA and the City's ability to achieve Substantial Completion, then such event shall be an express contingency to the City's and LCBA's obligations hereunder.

In the event that the project schedule contained within the Grant application is not achieved, then the parties hereto agree to cooperate with one another to mitigate, eliminate or otherwise resolve any obstacle that prevented timely completion. It is specifically agreed that LCBA shall not be liable for any failure to achieve Substantial Completion unless such failure is attributed to LCBA's reckless, willful or wanton disregard of the deadline or its obligations herein.

So as to help achieve Substantial Completion by the deadline and to minimize or prevent the likelihood of failure to achieve Substantial Completion by September 1, 2016, and in accordance

with the project schedule contained in the Grant application, the Parties hereto agree to have their Representative attend a weekly meeting at which LCBA, the City and THPP shall discuss the status of the Project and shall jointly and in cooperation with one another work together to take all steps reasonably necessary to achieve timely Substantial Completion or to re-set such deadline as may become necessary due to failure of any contingency governing this Agreement. The weekly meetings shall begin as soon as the City of Laramie submits the Grant application to the Wyoming Business Council, and shall occur weekly unless waived in writing by the City of Laramie, LCBA and THPP. The City of Laramie agrees to require an employee to participate in all such meetings, so as to offer informal assistance and advice, but without shifting the burden for regulatory compliance.

6. BREACH AND REMEDIES

Any party believing that another is in material breach of the provisions of this Agreement shall notify the defaulting party in writing of the alleged breach, including within such notice the facts of the conduct constituting the breach and the steps believed necessary to cure the breach. Any notice of breach shall be sent to all parties to this Agreement. All parties to the Agreement shall meet within five (5) working days of such notice to discuss and attempt to resolve the breach. If, within fifteen (15) working days after the notice of breach, the breach has not been cured, or, if the breach cannot reasonably be cured within such time, if steps have not been undertaken to reasonably cure the breach, then the non-defaulting party or parties may take the steps reasonably necessary to enforce their rights under this Agreement by referring the matter to non-binding mediation. Should the parties not be able to arrive at a mutually agreed upon mediator and conduct the mediation in 30 days from the breach (unless otherwise extended by agreement of the parties), then either party can elect to initiate litigation.

This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief to enforce the terms hereof or any cause of action shall lie in the District Court, Second Judicial District in Albany County, Wyoming. Any mediation shall be conducted in Laramie, Wyoming.

7. REPRESENTATIVES/NOTICES:

The City of Laramie designates Janine Jordan, City Manager as its "Representative," Tungsten Heavy Powder, Inc. designates Joe Sery as its "Representative," and LCBA designates Daniel Furphy, CEO as its "Representative." All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To City of Laramie:
Janine Jordan
City Manager
City of Laramie
PO Box C
Laramie, WY 82073
307-721-5226 (telephone)
307-721-5211 (facsimile)

To THPP
Joe Sery
Owner/CEO
Tungsten Heavy Powder & Parts

9097 Kenamar Drive
San Diego, CA 92121
(858)-693-6100 (telephone)

To LCBA:
Daniel G. Furphy
CEO
Laramie Chamber Business Alliance
800 S. 3rd Street
Laramie, WY 82070
307-745-7339 (telephone)
307-745-4624 (facsimile)

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail.

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor and/or the City Manager of the City of Laramie do not have authority to bind the City of Laramie to this Agreement without an affirmative vote of the City's Governing Body.

8. REPRESENTATIONS AND WARRANTIES OF Tungsten Heavy Powder, Inc.:

Tungsten Heavy Powder, Inc. represents and warrants that:

8. A. Tungsten Heavy Powder, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of California and is in good standing with the Secretary of State of California.

THPPA agrees to obtain authority to operate in the State of Wyoming by registering with the Wyoming Secretary of State as a foreign entity authorized to do business in the State of Wyoming.

8. B. Corporate Power. Tungsten Heavy Powder, Inc. has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of its terms, conditions, and obligations, have been duly authorized by all necessary company action by Tungsten Heavy Powder, Inc. This Agreement is a valid and binding obligation of Tungsten Heavy Powder, Inc., enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

8. C. Non-breach of other Agreements. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with the certificate of incorporation, operating/shareholders agreement, or other organizational or governing documents of Tungsten Heavy Powder, Inc., or any mortgage or lien to which Tungsten Heavy Powder, Inc. is a party or is subject or by which Tungsten Heavy Powder, Inc. or its properties are bound or affected, or in any material respect of any, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which Tungsten Heavy Powder, Inc. is

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a party or is subject or by which Tungsten Heavy Powder, Inc. or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by Tungsten Heavy Powder, Inc. of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

8. D. No Pending Lawsuits. There are no actions, suits, or proceedings against Tungsten Heavy Powder, Inc. pending or, to the knowledge of Tungsten Heavy Powder, Inc. threatened before any court or by or before any governmental instrumentality, which could have a material adverse effect on the ability of Tungsten Heavy Powder, Inc. to perform its obligations under this Agreement.

8. E. No Default in Court Orders or Similar Agreements. There exists no default by Tungsten Heavy Powder, Inc. with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and Tungsten Heavy Powder, Inc. is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.

8. F. Signatory Authority. Each and any person signing this Agreement on behalf of Tungsten Heavy Powder, Inc. has the full authority to sign on behalf of and bind Tungsten Heavy Powder, Inc. to this Agreement.

9. REPRESENTATIONS AND WARRANTIES RELATING TO THE PROPERTY:

LCBA, as the legal and record owner of the Property, represents and warrants that:

9. A. Hazardous Materials. To the best of LCBA's knowledge: (i) no Hazardous Waste (as defined herein), has been used, generated, released, stored or disposed of on the Property or sub-soil thereof, other than fertilizers and pesticides used in connection with normal landscape, livestock or agricultural activities; (ii) no petrochemical tanks or tanks containing Hazardous Materials have been located on or below the surface of the Property, (iii) the Property is not subject to any federal, state or local "Superfund" lien, proceeding, claim, liability or action, for the cleanup, removal or remediation of any such Hazardous Waste used, generated, released, stored or disposed of on the Property. For purposes of this Agreement, "Hazardous Waste" means those wastes which are defined in the Wyoming Environmental Quality Act in Section 35-11-103(d)(vii).

9. B. Other Interests. Neither LCBA nor any other owner of the Property, if any, have any contract with any third party holding any option to purchase, right of first refusal or right to purchase the Property or any portion thereof, except for the option of Tungsten Heavy Powder, Inc. to purchase the Property and the improvements thereon as provided in the Lease & Purchase Agreement.

9. C. No Leases or Contracts. Other than the Lease & Purchase Agreement by LCBA to Tungsten Heavy Powder, Inc., there are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by City of Laramie, affecting or relating to the right of any party with respect to the possession of the Property or any portion thereof which are obligations which will affect the Property or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether oral or written) affecting or relating to the Property which are obligations which will affect the Property or any portion thereof.

9. D. Existing Land Use Restrictions and Permits. To the best of LCBA's knowledge, the Property is currently zoned to permit the operation and business of Tungsten Heavy Powder, Inc. such as that contemplated for operation on the Project and Facility premises. To the extent any re-zoning, certification or permitting is required, the City of Laramie and Tungsten Heavy Powder, Inc. agree to cooperate and extend their respective good faith and best efforts to effectuate the change(s) necessary.

10. NECESSARY ACTS AND FURTHER ASSURANCES

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

11. BENEFICIARIES:

This Agreement is negotiated for the exclusive benefit of the parties hereto. There are no intended third party beneficiaries of this Agreement.

12. NO WAIVER OF IMMUNITIES:

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights, defenses, limitations or privileges of the City of Laramie under the doctrines of sovereign or governmental immunity nor shall it in any way be deemed a waiver of any of the requirements or immunity provided by the Wyoming Governmental Claims Act.

13. AVAILABILITY OF FUNDS:

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use for the Project under this Agreement from the WBC. Funds include monies available and distributed in the amounts and subject to the terms for Grant and Loan monies as defined in other Sections herein. If funds are not allocated and available as needed for the parties to perform this Agreement, then this Agreement shall terminate and shall be of no further force or effect. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to any party in the event this provision is exercised, and no party shall be obligated or liable for any future payments due or damages as result of termination under this section.

14. COMPLIANCE WITH LAWS:

LCBA and Tungsten Heavy Powder, Inc. shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any person or entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion or other basis protected by local, state or federal law.

15. CONTRACTUAL MATTERS

15. A. Performance Matters. With respect to the performance of this Agreement, the parties agree as follows:

15. A(i). Nondiscrimination. LCBA 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. LCBA shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or other protected classification or disability in connection with the performance of this Agreement.

15. A(ii). Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for relative to the construction of the Project, shall identify LCBA, the City of Laramie and WBC as the sponsoring agencies.

15. B. Local Public Hearing and Approval. The Parties acknowledge that the application for grant funding by WBC requires the City of Laramie as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the City of Laramie. In the event the City of Laramie does not pass a resolution supporting the application by the City of Laramie to WBC for grant funds for the Project, the City of Laramie shall have the right to declare this Agreement null and void and of no further force or effect, except as may be required by and provided in paragraph 3.A above. To the same extent, in the event that the City of Laramie does not pass a resolution in support of the Grant and LCBA is unable to find another authorized sponsoring agency, then LCBA shall have the same right to terminate this Agreement.

15. C. Audit. The City of Laramie and any of its representatives shall have access to any books, documents, papers, and records of LCBA which are pertinent to this Agreement and which are not legally privileged. Additionally, LCBA shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

15. D. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this 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 signatories 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 condition of this Agreement, or to bring an action for the breach of this Agreement.

15. E. Supplanting. WBC Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

15. F. Force Majeure. No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other parties of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be

effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

15. G. Ownership of Documents/Work Product/Materials. All construction documents including but not limited to the plans, CADs, and specifications for the Facility, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, arid materials of any kind related to the construction of the Facility shall be considered all times to be the property of LCBA unless Tungsten Heavy Powder, Inc. pays the Architect as agreed to and approved by LCBA or upon acquiring ownership of the Facility pursuant to the Lease & Purchase Agreement, in which event the plans and specifications prepared by the Architect shall be considered the property of Tungsten Heavy Powder, Inc.. Nothing in this Agreement shall be construed to prevent or deny the City of Laramie or LCBA, their agents, employees, officers, representatives or officials from reviewing or having access to all construction documents. Notwithstanding anything else in this paragraph to the contrary, if Tungsten Heavy Powder, Inc. exercises its option to purchase the Property in accordance with the terms set forth in Exhibit "A Tungsten Heavy Powder, Inc. shall become the sole owner of all plans, CAD's, and specifications for the Facility. LCBA shall provide Tungsten Heavy Powder, Inc. with all plans, CAD's, and specifications for the Facility at any closing held to complete the purchase of the Property by Tungsten Heavy Powder, Inc.

15. H. Independent Contractor Relationships. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.

15. I. Entire Agreement. This Agreement and the documents/exhibits referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.

15. J. Successors and Assigns. Neither LCBA nor Tungsten Heavy Powder, Inc. shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the City of Laramie. Tungsten Heavy Powder, Inc. shall not use the Facility, the Property or this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Laramie and LCBA. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the City of Laramie and/or LCBA.

15. K. Modification. This Agreement may be amended or modified only in a writing signed by all the parties hereto.

15. L. Paragraph Headings. Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.

15. M. Waiver and Failure to Declare a Default. The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for any such subsequent default or violation.

15. N. Interpretations. Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and vice versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.

15.0. Invalid Provisions. It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.

15. P. Attorneys' Fees and Costs. In the event any party is required to enforce the conditions or breach of any term contained herein, the prevailing party or parties shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

15. Q. Facsimile Signatures and Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile, provided that the parties shall forthwith circulate and sign no less than four (4) copies of an original and one (1) signature page.

16. INDEMNITY:

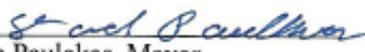
LCBA shall indemnify, defend and hold the City of Laramie and Tungsten Heavy Powder, Inc. harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by LCBA related in any way to this Agreement. Tungsten Heavy Powder, Inc. shall indemnify, defend and hold the City of Laramie and LCBA harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by Tungsten Heavy Powder, Inc. related in any way to this Agreement.

The City of Laramie and Tungsten Heavy Powder, Inc. shall indemnify, defend, and hold LCBA harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by LCBA related in any way to this Agreement.

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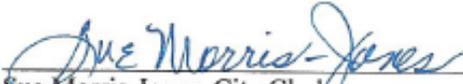
DATED AND EFFECTIVE this ___ day of October, 2015.

CITY OF LARAMIE, WYOMING

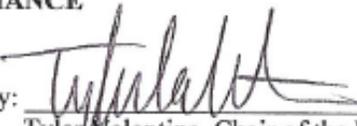
Date: 10-20-2015 By: 
Dave Paulckas, Mayor

(SEAL)

Attest:

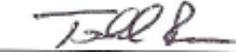

Sue Morris-Jones, City Clerk

LARAMIE CHAMBER BUSINESS ALLIANCE

Date: 10/29/15 By: 
Tyler Valentine, Chair of the Board

Date: 10/29/15 By: 
Daniel Furphy, CEO

Attest:


Nancy Stutzman, Secretary of the Board
Todd Pearson

TUNGSTEN HEAVY POWDER, INC.

Date: 10/25/15 By: 
Joe Sery, CEO

Attest:

Karina Erali
Print Name: Karina Erali, Secretary

INDEX OF ATTACHED AND INCORPORATED EXHIBITS

EXHIBIT DESCRIPTION

A Lease & Purchase Agreement

B Revenue Recapture Plan

C Tungsten Heavy Powder, Inc. Job & Wealth Creation

D Facility General Specifications / Preliminary Plans

E Final Budget

F Project Schedule

**** ** Grant Documents**

**ATTACHMENT A TO THE PROJECT DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS ALLAINCE AND
TUNGSTEN HEAVY POWDER AND PARTS**

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LEASE AND PURCHASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the Laramie Chamber Business Alliance a Wyoming non-profit corporation and statutorily-authorized community development organization ("LCBA") and Tungsten Heavy Powder, Inc. DBA Tungsten Heavy Powder and Parts, a corporation (THPP).

WITNESSETH:

WHEREAS, LCBA is the owner of the following described real property and, in consultation with THPP, will construct a warehouse building ("THE PREMISES") to meet the purposes proposed by THPP in accordance with the PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT ("PDA") executed contemporaneously herewith;

WHEREAS, THPP a California corporation with pending registration with the State of Wyoming, desires to lease THE PREMISES for use as a facility its headquarters and manufacturing operations;

WHEREAS, the parties desire to enter into a lease and purchase agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties; and

WHEREAS, THIS AGREEMENT is specifically contingent upon the same, terms, contingencies and understandings as stated in the PDA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE: DEFINITIONS

- 1.1 As used in this Office Lease Agreement:
- a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Lease and Purchase Agreement;
 - b) "THE FACILITY" shall be used to refer to the construction of a building and necessary infrastructure located on 4.64 acres of land located at Block 8, Lot 3 of the Laramie Rivers Business Park II in Laramie which is owned by LCBA, in the City of Laramie, State of Wyoming;
 - c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;
 - d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;
 - e) "THPP" shall refer to Tungsten Heavy Powder, Inc., a California corporation with pending registration with the state of Wyoming
 - f) "LCBA" shall be used to refer to Laramie Chamber Business Alliance, a

- Wyoming non-profit corporation and statutorily authorized community development organization;
- g) "CITY" shall be used to refer to the City of Laramie, a Wyoming municipal corporation and political subdivision of the State of Wyoming;
 - h) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations;
 - i) "THE PREMISES" shall be used to refer to the above- described property and THE BUILDING described below in Paragraph 2.1;
 - j) "PDA" or "PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT" shall be the full and final executed Project Development and Administration Agreement between the parties.

SECTION TWO: SUBJECT AND PURPOSE

2.1 LCBA leases to THPP with the requirement of a future purchase THE PREMISES reflected on the preliminary sketch plan attached as Exhibit "1":

15,400 square foot metal building with 2,000 square feet of office space, and 13,400 square feet of manufacturing/shipping space, along with associated site work located at and on approximately 4.64 acres of land located at Block 8, Lot 3 of the Laramie Rivers Business Park II in Laramie which is owned by LCBA, in the City of Laramie, State of Wyoming;

2.2 THE PREMISES shall be used and occupied only for use as office, manufacturing, assembly and shipping center of its products and for no other purpose without the written consent of LCBA. If, in the opinion of LCBA, THE PREMISES, or any part thereof, are not being used in the usual and legitimate manner in the conduct of such business, LCBA may give THPP written notice requiring THPP to terminate such improper use within thirty (30) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

SECTION THREE: TERM AND LEASE

3.1 LCBA leases THE PREMISES for a term of ten (10) years with an option to lease for an additional ten years, commencing on or about September 1, 2016, or when THE PREMISES are completed 100%, and terminating on or about August 31, 2026. The base annual lease amount shall be as provided for the attached Exhibit "1" based on current and known assumptions or sooner as provided herein. The first LEASE YEAR shall commence on or about September 1, 2016, or when THE PREMISES are completed 100% and when THPP actually take occupation of the COMPLETE PREMISES, and end on ten years later on or about August 31, 2026. All payments required herein are payable in advance on the first day of each year during the term of THIS AGREEMENT or any renewal thereof. Clause 3.1 THPP may seek permission from the builder to access to the facility for installation purposes as soon as the construction allows a safe entry.

3.2 Additionally, the base annual lease amount as described in section 3.1 is contingent upon THPP employing, maintaining and increasing full-time employment and cumulative payroll in accordance as provided for and outlined by the attached Exhibit "2."

3.3 All lease payments shall be made by THPP to LCBA without notice or demand, at such place as LCBA may from time to time designate. The extension of time for the payment of any lease amount, or acceptance by LCBA in any manner other than herein specified, shall not be a waiver of the rights of LCBA to insist on having all other lease payments made in the manner and at the time specified.

3.4 No payment by THPP or receipt by LCBA of a lesser amount than herein stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or on any letter accompanying any check or lease payment be deemed an accord and satisfaction, and LCBA may accept such check or payment without prejudice to LCBA's rights to recover the balance of the payment or to pursue any other remedy provided for in THIS AGREEMENT.

3.5 All charges, costs and expenses which THPP is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of THPP's failure to pay such amounts, and all damages, costs and expenses which LCBA may incur by reason of any default of THPP, or failure on THPP's part to comply with the terms of THIS AGREEMENT, shall be deemed to be an additional to the lease amount, and, in the event of non-payment by THPP, LCBA shall have the rights and remedies with respect thereto as LCBA has for the non-payment of any lease payment.

3.6 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due.

SECTION FOUR: TAXES

4.1 All real property taxes shall be paid by LCBA. THPP shall be responsible for the total of all personal property taxes levied against it for any other fixtures or equipment placed by it on THE PREMISES.

SECTION FIVE: UTILITIES

5.1 During the term of THIS AGREEMENT, THPP shall pay for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up and the like, with all such services billed directly to THPP.

5.2 LCBA shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by THPP. In the event THPP shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be split between THPP and LCBA.

The outside equipment (transformer and cables to the building) that belongs to the building should be part of the building and therefore paid by LCBA. All connections from the incoming panels to the equipment is THPP's expense, with such installation first being approved by LCBA.

5.3 In the event THPP shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services located on THE PREMISES, all design and installation shall be approved by LCBA or LCBA's agents.

SECTION SIX: INSURANCE

6.1 THPP shall keep THE FACILITY, of which THE PREMISES are a part, insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

6.2 THPP shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of THPP. LCBA shall have no responsibility for the loss of any personal property of THPP maintained on THE PREMISES.

6.3 THPP, at THPP 's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than One Million Dollars (\$1,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage which may occur as a result of THPP 's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." THPP further agrees to indemnify and hold LCBA harmless from all claims for personal injuries, death and property damages which occur as the result of THPP 's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by THPP or any contractor selected by THPP.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company approved by LCBA, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to LCBA before the commencement of the term of THIS AGREEMENT.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of THPP under the terms of THIS AGREEMENT, THPP shall deliver to LCBA evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as THE CASE MAY BE. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without ten (10) days prior written notice to LCBA.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name LCBA and CITY as insureds.

SECTION SEVEN: RENOVATION ACTIVITIES

7.1 Upon completion of the construction proposed in the Project Development Agreement executed contemporaneously herewith, and the acceptance of THE PREMISES by THPP, THPP agrees to accept THE PREMISES in their present condition "as is," without calling upon LCBA to make any further expenditures or to perform any work for the preparation of THE PREMISES for THPP 's intended use.

7.2 THPP shall not order RENOVATION ACTIVITIES or permit RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of LCBA which consent shall not be unreasonably withheld. All RENOVATION ACTIVITIES performed on THE PREMISES shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to THE PREMISES and to become the property of LCBA and shall remain for the benefit of LCBA until purchase in full of THIS PREMISES by THPP from LCBA. In the event LCBA consents to any such RENOVATION ACTIVITIES as herein provided, THPP shall indemnify and hold LCBA harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event THPP shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be approved by LCBA or LCBA's agents.

7.4 THPP shall indemnify and hold LCBA harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to THPP in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 THPP will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to THPP, provided that THPP shall have the right to contest the validity of any lien or claim if THPP shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, THPP shall immediately pay any Judgment rendered against THPP with all proper costs and charges and shall have such lien released without cost to LCBA.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES or change the purpose for which THE PREMISES, or any part thereof, may be used.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to THPP 's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by THPP, at THPP 's sole cost and expense, upon first contacting LCBA for approval.

SECTION EIGHT: REPAIRS

8.1 THPP shall keep THE PREMISES in a clean and operational condition, repair all damages to THE PREMISES, including but not limited to the heating, air conditioning, electrical, water, sewer and lighting systems and shall maintain all systems in good condition. THPP shall provide all incidental items necessary for operation of THE PREMISES and shall further be responsible for and shall repair any damage done to the common areas of THE BUILDING occasioned or caused by THPP upon moving into or out of THE PREMISES.

8.2 LCBA may enter THE PREMISES at any and all reasonable hours to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of LCBA.

8.3 All maintenance and repairs made by THPP shall be at least equal in quality and class to the original work.

SECTION NINE: UNLAWFUL OR DANGEROUS ACTIVITY

9.1 THPP shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful or disreputable purpose nor operate THE PREMISES or conduct THPP's business in a manner constituting a nuisance of any kind. THPP shall immediately, upon discovery of any unlawful disreputable use, take action to halt such activity.

9.2 THPP shall comply with all laws, regulations, licensing requirements, and customs and practices in the industry related to the use and/or storage of any hazardous material, of any nature including regulated materials, THPP brings onto THE PREMISES. THPP shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. THPP hereby holds LCBA harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by THPP.

9.3 THPP and THPP's employees or agents shall refrain from smoking inside the building on the PREMISES and otherwise comply with any relevant regulations of the Laramie Municipal Code.

SECTION TEN: INDEMNITY

10.1 THPP shall indemnify and save LCBA and the CITY harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of THPP, in or about THE PREMISES, and shall further indemnify and save LCBA harmless against and from any and all claims arising from any breach or default on the part of THPP in the performance of any covenants or agreement on the part of THPP to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of THPP, or any of THPP's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and, in case any action or proceeding be brought against LCBA by reason of any such claim, THPP, upon notice from LCBA or the CITY, covenants to resist or defend, at THPP's

expense, such action or proceeding.

SECTION ELEVEN: DEFAULT OR BREACH

11.1 In the event of any failure of THPP to pay any lease, purchase or other sums when due hereunder, or THPP'S default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by THPP, for more than thirty (30) days after notice of such default shall have been given to THPP (or other length of time if specified herein to the contrary) or, if THPP shall suffer THIS AGREEMENT to be taken under any writ of execution, then LCBA, besides other rights or remedies LCBA shall have the right to terminate THIS AGREEMENT and to initiate legal action to remove THPP and THPP'S personal property from THE PREMISES.

11.2 If LCBA, without terminating THIS AGREEMENT, either:

- a) Elects to terminate and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then LCBA may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such lease or leases and upon such other terms and conditions as LCBA in LCBA'S sole discretion may deem advisable. Upon such re-letting, all lease payments received by LCBA from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than lease payments due hereunder from THPP to LCBA, including but not limited to the costs, expenses and legal fees necessary to re-possess THE PREMISES;
- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
- c) Third, to the payment of lease payments due and unpaid hereunder, and
- d) Finally, the residue, if any, shall be held by LCBA and applied to payment of future lease payments as the same may be due and payable hereunder.

If such payments received from such re-letting during any month be less than that to be paid during that month by THPP hereunder, THPP shall pay any such deficiency to LCBA. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of THE PREMISES by THPP shall be construed as an election on LCBA'S part to terminate THIS AGREEMENT unless a notice of such intention is given to THPP or unless the termination thereof is decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, LCBA may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should LCBA at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies LCBA may have, LCBA may recover from THPP all damages LCBA may incur by reasons of such breach, including the cost of recovering THE PREMISES, including reasonable attorney's fees.

11.3 In addition to any other remedies LCBA may have at law or equity and/or under THIS AGREEMENT, THPP shall pay upon demand all of LCBA'S legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by LCBA, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of any covenant under THIS

AGREEMENT, or for any other relief against THPP. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If THPP shall become bankrupt or file any debtor proceedings, or take or have taken against THPP, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of THPP's property, or, if THPP makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then in that event THIS AGREEMENT shall, at the option of LCBA, be canceled and terminated, and any party claiming on behalf of THPP shall not have any rights whatsoever under THIS AGREEMENT without further order of a court of competent jurisdiction.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of lease payments by LCBA, at any time when THPP is in default under such covenant or condition hereof, be construed as a waiver of such default or of LCBA's right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by LCBA to THPP be taken as an estoppel against LCBA, it being expressly understood that if, at any time THPP shall be in default in any of its covenants or conditions hereunder, an acceptance by LCBA of lease payments during the continuance of such default or the failure on the part of LCBA promptly to avail itself of such other rights or remedies as LCBA may have, shall not be construed as a waiver of such default, but LCBA may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to LCBA by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which LCBA might otherwise have by virtue of a default under THIS AGREEMENT, and the exercise of one such right or remedy by LCBA shall not impair LCBA's standing to exercise any other right or remedy.

11.7 In the event that LCBA fails to maintain its independent corporate status, or dissolves, or fails to maintain its status as an economic development organization pursuant to the provisions of Wyoming Statute § 9-12-301, et seq. the City shall have the right to declare a breach of the agreement and require that the title to the property, whether real, personal or mixed, be transferred to the City upon demand. LCBA shall comply with the demand within 30 days. Any transfer of the Property by LCBA to the City in accordance with the terms of this paragraph shall not affect THPP's rights under THIS AGREEMENT.

SECTION TWELVE: DESTRUCTION OF THE PREMISES

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damage to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at THPP's option, shall terminate, and any prepaid, unearned lease payments shall be refunded to THPP. If during the first twenty (20) days after such damage or destruction THPP agrees to continue as a

tenant, THIS AGREEMENT shall remain in full force and effect, and LCBA shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, and the lease payments shall abate for such length of time during the period of replacement that THPP is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, LCBA shall with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as THE PREMISES were prior to the damage, and THPP shall remit lease payments to LCBA for the damaged PREMISES should they be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then lease payments shall abate during such time period. In the event that LCBA and THPP cannot agree as to whether THE PREMISES or a portion thereof is fit for occupancy, an independent third party, as agreed upon by LCBA and THPP, shall make the said determination.

12.2 LCBA shall not be responsible for any claim, cause of action, damage, cost or expenses in the event THPP's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, or act of God or the elements.

SECTION THIRTEEN: CONDEMNATION

13.1 If the whole of THE PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, THIS AGREEMENT shall cease and terminate as of the date on which title shall vest thereby in that authority, and the lease amount reserved hereunder shall be apportioned and paid up to that date.

13.2 If only a portion of THE PREMISES shall be taken or condemned, THIS AGREEMENT and the term hereof shall not cease or terminate, but the lease amount payable after the date on which THPP shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by THPP as the parties may agree.

13.3 In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to LCBA without any deduction therefrom for the value of the unexpired term of THIS AGREEMENT or for any other estate or interest in THE PREMISES now or later vested in THPP. THPP assigns to LCBA all of THPP's right, title and interest in any and all such awards.

13.4 In case of any governmental action not resulting in the taking or condemnation of any portion of THE PREMISES but creating a right to compensation therefore or, if less than a fee title to all or any portion of THE PREMISES shall be taken or condemned by any governmental authority for temporary use or occupancy, the lease payments shall be reduced in proportion to the part of THE PREMISES which was taken or condemned by said government action.

SECTION FOURTEEN: LCBA'S RIGHT TO PERFORM

14.1 If THPP shall at any time be in default of the terms hereunder, LCBA may cure such default on behalf of THPP, in which event THPP shall reimburse LCBA for all sums paid to

effect such cure, together with interest at the rate of six percent (6%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, LCBA shall have all the remedies available under law and THIS AGREEMENT for a default in the remittance of lease payments.

SECTION FIFTEEN: LCBA'S RIGHT OF ACCESS

15.1 THPP shall permit LCBA or LCBA's agents to inspect or examine THE PREMISES at any reasonable time and shall permit LCBA to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES that LCBA may deem necessary or which THPP has covenanted herein to do and has failed so to do, without the same being construed as an eviction of THPP in whole or in part, and lease payments shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of THPP's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, LCBA shall give THPP ten (10) days notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, THPP shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES.

15.2 If THPP shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, LCBA or LCBA's agents may enter THE PREMISES by a master key, or may forcibly enter THE PREMISES, without rendering LCBA or such agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT. LCBA's right of entry or re-entry shall not be deemed to impose upon LCBA any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

SECTION SIXTEEN: THPP'S RIGHT OF ACCESS

16.1 THPP shall have full and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

16.2 To enter THE PREMISES, LCBA must request permission to do so in writing giving the date and the time of the proposed visit as well as the name of the person/s to take this visit. The request must be given at least 3 working days prior to the visit. This is all necessary due to the high level of security THPP will need to maintain under the strict operation conditions of THPP's industry.

SECTION SEVENTEEN: ASSIGNMENT AND SUBLEASING

17.1 THPP shall not assign, mortgage or encumber THIS AGREEMENT or sublet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of LCBA in each instance

Any consent by LCBA to an assignment or subletting shall not in any manner be construed to relieve THPP, any assignee, or sublessee from obtaining the consent in writing of LCBA to any further assignment or subleasing.

17.2 If LCBA consents to the assignment or sublease of THE PREMISES, which shall not be unreasonably withheld, THPP shall be released from any and all any duties or responsibilities set forth in THIS AGREEMENT.

SECTION EIGHTEEN: NOTICE

18.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above or at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

SECTION NINETEEN: SIGNS

19.1 THPP shall not, without LCBA's written consent, place or erect any signs of any nature on any part of the exterior of THE PREMISES or the exterior of THE BUILDING, to which such consent shall not be unreasonably withheld. In the event LCBA shall consent to any such signs or alterations of existing signs, all such signs or alterations thereof shall be subject to LCBA's absolute right of approval.

SECTION TWENTY: MISCELLANEOUS PROVISIONS

20.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

20.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between LCBA and THPP. LCBA and THPP expressly understand and agree that neither the computation of lease payments nor any other provisions contained in THIS AGREEMENT or any other act or acts of the parties hereto shall be deemed to create any relationship between LCBA and THPP other than the relationship of landlord and tenant.

20.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Albany County, Wyoming.

20.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of LCBA and THPP. Each term and provision of THIS AGREEMENT to be performed by THPP shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of THPP is not intended to constitute consent to assignment by THPP but has reference only to those instances in which

LCBA may have given written consent to a particular assignment.

20.5 THPP acknowledges that LCBA and LCBA's agents have made no Representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth herein and in the PROJECT DEVELOPMENT AGREEMENT. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and THPP acknowledges that LCBA, LCBA's agents and representatives, have made no additional representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

20.6 THIS AGREEMENT constitutes the entire agreement between the parties with regards to the lease and purchase of THE PREMISES, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

20.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

20.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

20.9 Should either party be required to enforce the terms or conditions of THIS AGREEMENT, the prevailing party shall be entitled to recover from the non-prevailing party, it's attorneys' fees and costs.

SECTION TWENTY-ONE: PURCHASE AGREEMENT

21.1 THPP shall, at some point in time no earlier than three years from the commencement of THIS AGREEMENT and no later than the end of the term of THIS AGREEMENT, purchase in full THE PREMISES, including the real property and THE FACILITY from LCBA. THPP and LCBA agree to mutually agree to further terms as necessary and required relating to said purchase. However, minimally, the parties agree that the terms of the purchase shall be subject to the minimum purchase price assumptions herein.

21.2 THPP shall purchase THE PREMISES and THE FACILITY at any time between Years 3 through 10, however in no event shall be beyond Year 10.

21.3 The purchase price for THE PREMISES and THE FACILITY shall be the fair market value of THE PREMISES and THE FACILITY. The parties agree that in considering the fair market value of THE PREMISES and THE FACILITY at the time of intended purchase by THPP, in no event shall the purchase price include LCBA's original value of THE

PREMISES at the amount of Nine Hundred Nine Thousand Five Hundred Thirty Two and 80/100 Dollars (\$909532.80) or \$4.50/square foot. The parties further agree that in no event shall the purchase price be less than the cost to design and construct THE FACILITY and any enhancements to THE PREMISES required by the CITY Unified Development Code minus any accrued and applied lease payments made by THPP pursuant to herein and made and paid by THPP through the date of purchase. In considering the fair market value, the parties agree that the purchase price shall not exceed the costs of construction and design of THE FACILITY and any enhancements to THE PREMISES required by the CITY Unified Development Code plus appreciation of 1% per annum, minus any accrued and applied lease payments made by THPP pursuant to herein and made and paid by THPP through the date of purchase and minus 20% of THPP's gross payroll expenses for the 12 calendar months prior to the date of the closing of the purchase.

21.4 The purchase price defined in section 22.3 is contingent upon THPP employing, maintaining and increasing full-time employment and cumulative payroll in accordance with the projections and timelines/years as provided for and outlined by the attached Exhibit "2."

SECTION TWENTY-TWO: AUTHORITY OF SIGNATORIES

22.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he/she is signing with full and complete authority granted by the corporation or entity which is represented herein as THPP. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon LCBA and THPP in accordance with the terms and conditions of THIS AGREEMENT.

SECTION TWENTY-THREE: TIME OF THE ESSENCE

23.1 Time is of the essence in all provisions of THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Laramie, Wyoming, the day and year first above written.

Date: 10/29/15

Date: 10/29/15

LARAMIE CHAMBER BUSINESS ALLIANCE

By: 
Tyler Valentine, Chair of the Board

By: 
Daniel Furphy, CEO

Attest: 
Todd Pearson, Secretary of the Board

Date: 10/25/15

Attest: Karina Eraci
Unknown Name, CFO

THPP, LLC
By: 
Joe Sery, CEO

**ATTACHMENT B TO THE PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS
ALLAINCE AND TUNGSTEN HEAVY POWDER AND PARTS**

RECAPTURE & REINVESTMENT PLAN

The Laramie Chamber Business Alliance (LCBA) has developed a comprehensive reinvestment plan that accounts for the full recapture of net lease or sale proceeds paid by Tungsten Heavy Powder & Parts (Tungsten). Monthly Lease payments are currently estimated to begin at \$3,650 will be retained by the LCBA and reinvested in accordance with this plan. Reinvestment of such proceeds will occur upon satisfaction of debt service, taxes, and property maintenance/management or other expense.

Recaptured funds from the project will be accounted for, and held separately, from the LCBA general operating fund. It is the intent of the LCBA to re-investment Revenue Recapture Funds and to promote greater self-sufficiency of the organization. As such, the LCBA will re-invest 80% of the net revenue generated from the project to fund project-specific marketing and infrastructure (Cirrus Sky), grant match, and other projects as needed. The remaining 20% will be re-invested into the LCBA to fund its operations, thus ensuring future economic development goals are met. All uses of revenue that is recaptured are subject to CEO and LCBA Board of Directors approval.

The LCBA recognizes that funds recaptured from the project may only be used for economic development purposes and wish to maintain some flexibility in how those funds are reinvested. The organization also strives for greater self-sufficiency so that it can be responsive to unforeseen economic opportunities. However, the LCBA has identified the following priorities for reinvestment:

1. Continued Cirrus Sky Development: Significant public investments paired with a Readiness grant from the Wyoming Business Council have enabled the Cirrus Sky development project to move forward at an impressive rate. Moreover, UL's interest in locating at the development affirms the founding principal of the Cirrus Sky Development Plan; *if we build it, they will come*. By every measure, this project has been highly successful; however, additional funding for infrastructure, landscaping, and marketing and promotion is required continue this momentum. Lease proceeds will therefore directed to these and other related Cirrus Sky developed needs as deemed necessary by the LCBA CEO working in partnership with the City/LEDC Cirrus Sky development team and in accordance with the both Cirrus Sky development and master plans.
2. Other Economic Opportunities: While continued Cirrus Sky Development is the primary investment priority for Lease proceeds, the LCBA will reserve the option to use recapture funds to respond to other economic development opportunities as they might arise. Such opportunities include, but are not limited to, infrastructure extension, economic incentives, marketing, public enhancements, property acquisition or development, and working capital for new business growth.

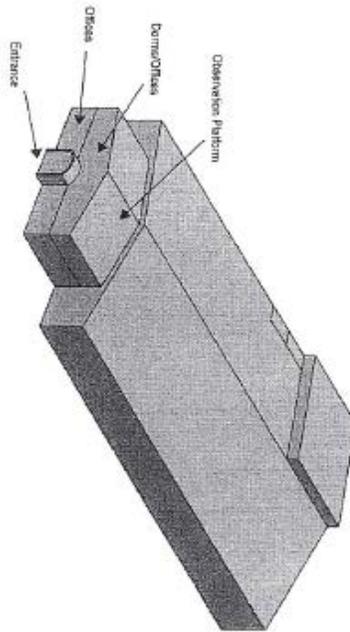
**ATTACHMENT C TO THE PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS
ALLAINCE AND TUNGSTEN HEAVY POWDER AND PARTS**

Year One Job Creation Table					
Position Type	# of Jobs Retained	# of Jobs Created	Average Wage-per hour	Average Cost of Benefits	Annual Net Wages (all jobs*wages *2080 hrs)
Mgmt/Administrative	1		\$32.00	\$6.00	\$79,040
Technical/Professional	1		\$25.00	\$4.00	\$60,320
Office/Clerical	1		\$16.00	\$2.50	\$38,480
Sales			-	-	-
Skilled Crafts	16		\$16.00	\$2.50	\$615,680
Other	1		\$13.00	\$2.00	\$31,200
TOTAL Year One	20				\$824,720

Year Two Job Creation Table					
Position Type	Original jobs retained & created Yr 1	New jobs created Yr 2	Average Wage-per hour	Average Cost of Benefits	Annual Net Wages (all jobs*wages *2080 hrs)
Mgmt/Administrative	1		\$34.00	\$6.50	\$84,240
Technical/Professional	1	2	\$26.00	\$4.50	\$190,320
Office/Clerical	1	1	\$17.00	\$2.75	\$82,160
Sales			-	-	-
Skilled Crafts	16	15	\$17.00	\$2.75	\$1,273,480
Other	1	2	\$14.00	\$2.25	\$101,400
TOTAL Year Two	20	20	\$	\$	\$1,731,600

Year Three Job Creation Table					
Position Type	Original jobs retained & created Yr 2	New jobs created Yr 3	Average Wage-per hour	Average Cost of Benefits	Annual Net Wages (all jobs*wages *2080 hrs)
Mgmt/Administrative	1		\$36.00	\$4.75	\$84,656
Technical/Professional	3		\$27.00	\$3.50	\$190,320
Office/Clerical	2		\$18.00	\$2.25	\$84,240
Sales	-	-	--	-	-
Skilled Crafts	31	10	\$17.50	\$2.25	\$1,684,280
Other	3		\$15.00	\$2.00	\$106,080
TOTAL Year Three	40	10			\$2,149,576

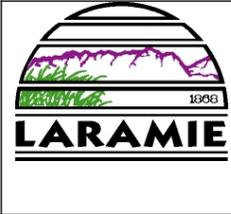
**ATTACHMENT D TO THE PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS
ALLAINCE AND TUNGSTEN HEAVY POWDER AND PARTS**



**ATTACHMENT E TO THE PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF LARAMIE, LARAMIE CHAMBER BUSINESS
ALLAINCE AND TUNGSTEN HEAVY POWDER AND PARTS**

Eligible Project Costs	
1. Land, structures, rights-of-way, appraisals, etc.	\$910,000
2. Architectural and engineering fees	\$160,924
3. Other fees (surveys, tests, etc.)	\$53,245
4. Project inspection fees	\$7,987
5. Site work	\$298,173
6. Demolition and removal	\$0
7. Construction	
a. Electrical Systems (*)	\$276,875
b. Mechanical, Plumbing, HVAC Systems (*)	\$612,319
c. Landscaping (*)	\$50,583
d. Foundation and/or Structural Framing System (*)	\$1,024,969
e. Interior Finishes (*)	\$210,318
f. Fire Protection (*)	\$29,285
g. Remediation (*)	\$6,565
h. Other (*) – please specify	\$85,192
8. Miscellaneous/Other (Please explain in detail below)	\$6,656
9. Subtotal (sum of lines 1 through 8)	\$3,733,091
10. Contingencies	\$337,833
Total Eligible Project Costs	
11. Total Eligible Project Costs <i>Use this amount for Part B, Number 1 and as the Total Eligible Project Costs as listed on the cover sheet.</i>	\$4,070,924

CITY OF LARAMIE COUNCIL REGULAR MEETING February 16, 2016



Agenda Item: Grant

Title: Resolution 2016-18 authorizing the submittal of a Mineral Royalty application to the Office of State Lands and Investments for a grant in the amount of \$3,000,000 to support the Ivinson Street Reconstruction Project.

Recommended Council MOTION: Move to approve Resolution 2016-18 authorizing the submittal of a MRG application to the Office of State Lands and Investments for a grant in the amount of \$3,000,000 to support the Ivinson Street Reconstruction Project and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal: Ivinson Street Reconstruction

Background: Staff proposes to pursue a MRG in the amount of \$3,000,000 to support the Ivinson Street Reconstruction project.

To date, the City of Laramie has secured a \$975,000 County-wide Consensus Award to support this project. In addition, a \$1 million request was submitted to the Wyoming Department of Transportation for to fund bicycle and pedestrian improvements via the Federal Transportation Alternatives Program grant.

Due to limited funding availability and statewide competition, only \$250,000 of the \$1 million request was awarded. After careful consideration and scrutiny, staff determined it was not in the City of Laramie’s best interest to accept this award. The primary reason for not accepting this award is the *entire* Ivinson Street reconstruction project would have to follow all federally-required grant provisions and mandates, even though federal funds provides only a small portion (\$250,000) of a much larger project, which is currently estimated at \$11 million. These provisions can increase project costs and extend project timeframes, so it was determined that the \$250,000 TAP award will have little budgetary consequence, and in fact, acceptance of those funds may increase the overall budget and timeline.

Recent MRG funding trends, as with all state monies, are unpredictable at this time, so although this is a qualifying project which would normally rank highly, it is difficult to assess whether or not this would receive a recommendation for full, partial, or no funding. Nevertheless, the issues that prompted staff to decide not to accept the TAP award would not be concerns here because MRG funds are not federal monies, therefore do not have the same requirements that may increase project costs and delay project progress.

Legal/Statutory Authority: This is a qualifying TAP project and the City is an eligible applicant.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Project Budget		
Grants for Projects	\$3,000,000.00	MRG Award
Loans on Project		
Other		

EXPENSE

Proposed Project Cost.

Project Cost	\$11,546,620.00	
Grants on Project	\$3,000,000.00	MRG request
Enterprise Fund	\$2,750,000.00	\$600,000 Water and \$2,150,000 Sewer
General Fund	\$5,796,620.00	from COL (\$35,250), UW/Adjacent Property Owners (TBD amount), and Consensus Grant (\$975,000)
Total Amount	\$11,546,620.00	

Responsible Staff:

City Manager Jordan, x5226

Grant Analyst, Sarah Reese, x5201

Community Development Director, Randy Hunt, x 5288

City Engineer, Eric Jaap, x5345

Attachments:

Resolution for Grant

_____ City Manager _____ City Attorney _____ Choose an item.

Resolution No. _____

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE _____

(name of applicant)

FOR THE PURPOSE OF (state purpose of project): _____

WITNESSETH

WHEREAS, the Governing Body for the _____
(name of applicant)

desires to participate in the FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT program to assist in financing this project; and

WHEREAS, the Governing Body of the _____
(name of applicant)

recognizes the need for the project; and

WHEREAS, the Federal Mineral Royalty Capital Construction Account Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the _____
(name of applicant)

plans to match the requested Federal Mineral Royalty Capital Construction Account Grant from the following source(s): (describe the source and status of all matching funds): _____

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

_____, that a grant application in the amount of
(name of applicant)

\$ _____ be submitted to the State Loan and Investment Board for consideration

at the _____ to assist in funding the _____
(date of grant meeting) (name of project)

BE IT FURTHER RESOLVED, that _____
(name and title of persons)

are hereby designated as the authorized representatives of the _____
(name of applicant)

to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20____

(signature)

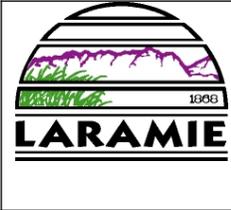
(name and title)

Attest:

(signature)

(name and title)

CITY OF LARAMIE COUNCIL REGULAR MEETING February 16, 2016



Agenda Item: Original Ordinance - 2nd Reading

Title: Original Ordinance No. 1937, enacting Section 10.20.230 of the Laramie Municipal Code USE OF HANDHELD ELECTRONIC WIRELESS COMMUNICATION DEVICES FOR ELECTRONIC MESSAGING PROHIBITED; EXCEPTIONS; PENALTIES

Recommended Council MOTION:

1. I move to pass Original Ordinance 1937 and to set it for third reading on March 1, 2016.

Administrative or Policy Goal:

Public Safety

Background:

This Ordinance copies the state texting law verbatim.

BUDGET/FISCAL INFORMATION: N/A

Responsible Staff:

Future dates are subject to change

Work Session	December 22, 2015
Advertised	Click here to enter a date.
Public Hearing (PH) Held	Click here to enter a date.
PH Advertised	Click here to enter a date.
Introduction/1 st Reading	February 2, 2016
2 nd Reading	February 16, 2016
3 rd Reading	March 1, 2016
	Click here to enter a date.

Attachments: Proposed Ordinance
1937

_____ City Manager _____ City Attorney _____ Choose an item.

ENROLLED ORDINANCE NO.

AN ORDINANCE TO ENACT SECTION 10.20.230 OF THE LARAMIE MUNICIPAL CODE USE OF HANDHELD ELECTRONIC WIRELESS COMMUNICATION DEVICES FOR ELECTRONIC MESSAGING PROHIBITED; EXCEPTIONS; PENALTIES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING that:

Section 1. 10.20.230 *Use of handheld electronic wireless communication devices for electronic messaging prohibited; exceptions; penalties*, shall be enacted to read as follows:

10.20.230

- A. No person shall operate a motor vehicle on a public street or highway while using a handheld electronic wireless communication device to write, send or read a text-based communication. This section shall not apply to a person who is using a handheld electronic wireless communication device:
 - 1. While the vehicle is lawfully parked;
 - 2. To contact an emergency response vehicle;
 - 3. To write, read, select or enter a telephone number or name in an electronic wireless communications device for the purpose of making or receiving a telephone call; or
 - 4. When using voice operated or hands free technology.
- B. This section shall not apply to a person operating an emergency response vehicle while making communications necessary to the performance of his official duties as an emergency responder.
- C. Any person who operates a motor vehicle in violation of this section is guilty of a misdemeanor punishable by a fine of not more than seventy-five dollars (\$75.00).
- D. As used in this section:
 - 1. “Electronic wireless communication device” means a mobile communication device that uses short-wave analog or digital radio transmissions or satellite transmissions between the device and a transmitter to permit wireless telephone communications to and from the user of the device within a specified area;
 - 2. “Emergency response vehicle” means any ambulance, fire department, law enforcement or civil defense vehicle or other vehicle used primarily for emergency purposes;

3. “Voice operated or hands free technology” means technology that allows a user to write, send or read a text based communication without the use of either hand except to activate, deactivate or initiate a feature or function;

4. “Write, send or read a text-based communication” means using an electronic wireless communications device to manually communicate with any person using text-based communication including, but not limited to, communications referred to as a text message, instant message or electronic mail.

Section 2. This ordinance shall become effective after passage, approval and publication.

PASSED AND APPROVED THIS _____ DAY OF FEBRUARY, 2016.

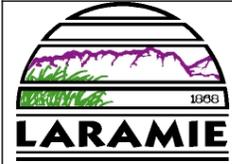
David A. Paulekas, Mayor and President
of the City Council of the City of
Laramie, Wyoming

ATTEST:

Angie Johnson
City Clerk

First Reading	February 2, 2016
Second Reading	February 16, 2016
Third Reading	March 1, 2016

Duly published in the Laramie Daily Boomerang this _____ day of _____, 2016.



Agenda Item: Resolution

Title: Resolution of Support for Ducks Unlimited Goforth Reservoir Project

Recommended Council MOTION:

I move to approve Resolution No. 2016 - ___ supporting the matching funds through a Partner Contribution Statement to Ducks Unlimited in an amount not to exceed \$30,000 in cash plus allowable in-kind support for the North American Wetlands Conservation Act and authorize Mayor and Clerk to sign.

Administrative or Policy Goal:

Preservation of water rights on the Monolith Ranch; enhancement of value of ranch

Background:

The City will need to provide a Partner Contribution Statement to Ducks Unlimited (DU) in the amount of \$30,000 to pay for an engineering design study for the rehabilitation of the Goforth Reservoir and the Columbus and Goode meadows. DU will then pursue funding from the North American Wetlands Conservation Act (NAWCA) in the amount of \$128,000 for the Phase 1 of the project, the actual reconstruction of the reservoir. The City already has eligible direct and in kind contributions that total \$13,156.79 that will be the City's contribution to the NAWCA grant application. Subsequently, Phase 2 and 3, the rehabilitation of the irrigated meadows will then be done without any further monetary contribution from the City.

Once the NAWCA grant is secured, additional funding partners for the Phases 1-3 will be the Wyoming Governor's Office (WY Wildlife Natural Resource Trust Fund) \$50,000 est., the United States Fish and Wildlife Service \$10,000, and the Laramie Rivers Conservation District \$5,000 annually.

The completed project will improve the value of the Monolith Ranch, increase its carrying capacity for livestock, repair and improve existing inadequate irrigation infrastructure, protect valuable water rights as well as provide for increased migratory waterfowl habitat. Funding is currently available in the FY 2016 budget for the \$30,000 cash match.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	\$128,000.00	Federal NAWCA Grant
Loans on Project		
Other		
Total	\$128,000.00	

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$158,000.00	NAWCA/510-7035-461.30-05
Loans on Project		
Grants for Project	\$128,000.00	Federal NAWCA Grant
Other/Outside Projects		
City's Amount	\$30,000.00	510-7035-461.30-05
Contingency 0%	\$0.00	
Total Amount	\$158,000.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	\$83,811.00	510-7035-461.30-05
Less Amount Spent to Date	\$3,430.30	510-7035-461.30-05
Remainder of Budget	\$80,380.70	

Proposed Cost (Approval of this item authorizes preparation of a budget revision for the proposed amount)

Expenditures	Amount	Fund
Proposed Expenditure	\$30,000.00	510-7035-461.30-05
Current Budget	\$80,380.70	510-7025-461.30-05
Additional Amount Requested		
Total Proposed Budget	\$80,380.70	

Responsible Staff:

Future dates are subject to change

Darren Parkin 721-5213
 Dave Derragon 721-5304

Work Session	February 9, 2016
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Attachments: Letter from Monolith Ranch Committee; Resolution

_____ City Manager _____ City Attorney _____

January 21, 2016

Honorable Mayor and City Council
P.O. Box C
Laramie, WY 82073

Dear Mayor and Council Members:

At its regular meeting on January 14, 2016, the Monolith Ranch Advisory Committee discussed the proposal of Ducks Unlimited to restore and upgrade irrigation facilities on Harney Creek on the Monolith Ranch. The improvements proposed by Ducks Unlimited included diversion and conveyance facilities as well as partial restoration of the storage capability of Columbus Reservoir, also known as Goforth Reservoir.

Following discussion, the committee agreed the proposed improvements are acceptable because the proposed improvements:

- are intended to enhance the ranching operation through restoration of irrigated pastures; and,
- will not result in public access onto the Monolith Ranch and will therefore not interfere with the ranching operation.

Respectfully submitted,
City of Laramie Monolith Ranch Advisory Committee


Joseph C. Lord
Chairman

RESOLUTION 2016-_____

RESOLUTION SUPPORTING MATCHING FUNDS THROUGH A PARTNER CONTRIBUTION STATEMENT TO DUCKS UNLIMITED FOR A GRANT UNDER THE NORTH AMERICAN WETLANDS CONSERVATION ACT

WHEREAS the City of Laramie owns and operates the Monolith Ranch;

WHEREAS the City of Laramie manages the water rights on the Monolith Ranch through the water consumptive use plan to provide to ensure long term water for the community's future;

WHEREAS, the City of Laramie seeks opportunities to maximize the value of the ranch including all water rights thereon including the Goforth Reservoir;

WHEREAS the City of Laramie values partnership opportunities with other entities;

NOW THEREFORE THE CITY COUNCIL 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 City Council supports the support a grant match under the North American Wetlands Conservation Act in partnership with Ducks Unlimited in an amount not to exceed \$30,000 in cash plus allowable in-kind support.

PASSED, APPROVED, AND ADOPTED THIS 16th day of February, 2016.

ATTEST

MAYOR

CITY CLERK

UPCOMING COUNCIL MEETINGS February 16, 2016

All meetings at City Hall, 406 Iverson Street, unless noted.

February 16, 2016

6:00 p.m. – Pre-Council

6:30 p.m. – Public Hearing: Retail Liquor License Transfer – Cowboy Bar, Inc

6:30 p.m. – Public Hearing: Mosquito Control Fee Ordinance

6:30 p.m. – Regular Meeting

February 23, 2016

6:00 p.m. – Joint Work Session w/County Commiss: Community Partners Presentations

March 1, 2016

6:00 p.m. – Pre-Council

6:30 p.m. – Regular Meeting

March 10, 2016

6:00 p.m. – Work Session: Public Comments

6:00 p.m. – Special Meeting: Community Partners Deliberation

6:00 p.m. – Work Session: Rules of Procedure and Code of Conduct

6:00 p.m. – Work Session: City Council Updates/Council Comments

6:00 p.m. – Work Session: Agenda Review

6:00 p.m. – Work Session: Public Comments

March 15, 2016

6:00 p.m. – Pre-Council

6:30 p.m. – Regular Meeting

March 22, 2016

6:00 p.m. – Work Session: Public Comments

6:00 p.m. – Public Hearing: Liquor License Renewals

6:00 p.m. – Work Session: Impact Fees & the Economic Fee Initiative

6:00 p.m. – Work Session: Fire Codes and Building Codes

6:00 p.m. – Work Session: City Council Updates/Council Comments

6:00 p.m. – Work Session: Agenda Review

6:00 p.m. – Work Session: Public Comments

March 29, 2016

6:00 p.m. – Ward Meetings: Ward 1: Council Chambers

Ward 2: Fire Station 2

Ward 3: Lincoln Community Center

April 5, 2016

6:00 p.m. – Pre-Council

6:30 p.m. – Regular Meeting

April 12, 2016

6:00 p.m. – Work Session: Public Comments

6:00 p.m. – Work Session: Annexation & Extra-Territorial Services Policy

6:00 p.m. – Work Session: GIS and CRT Software Demonstration (*tentative*)

6:00 p.m. – Work Session: City Council Updates/Council Comments

6:00 p.m. – Work Session: Agenda Review

6:00 p.m. – Work Session: Public Comments

UPCOMING COUNCIL MEETINGS February 16, 2016

All meetings at City Hall, 406 Iverson Street, unless noted.

April 19, 2016

6:00 p.m. – Pre-Council

6:30 p.m. – Regular Meeting

April 26, 2016

6:00 p.m. – Work Session: Public Comments

6:00 p.m. – Work Session: City Council Updates/Council Comments

6:00 p.m. – Work Session: Agenda Review

6:00 p.m. – Work Session: Public Comments

FUTURE CITY COUNCIL WORK SESSIONS 2/9/2015

Requested by Council Formal Action:

City Curb & Gutter Policy (Paulekas)
Review general process of Boards & Commissions Program (Weaver/Vitale)
Review of Inter-Agency City/County Agreements (Hanson) (January/Retreat)
UDC WAM Members Poll Results (Shuster)
Review of funding allocation for Child Care providers (Paulekas)
Open 311 (Summerville)
Turner Tract Plan Update (Summerville)
Pavement Maintenance Program (Weaver)
ACTA (Albany County Transportation Authority)/MPO (Summerville)
Tech Hire Grant Program (Summerville)
Homeless/Homeless Veterans (Shumway/Summerville)
Update on taxi laws (Summerville)

Requested by Staff:

*Policy on Annexation & Extra-Territorial City Services Action Plan (Jordan)
Downtown Design Guidelines Revisions (Hunt)
*Impact Fees for New Buildings/Construction (Hunt)
*Adoption of 2015 International Fire Code (IFC) (Chief Johnson)
GIS and CRT Software Demo (Derragon)

* Scheduled, not held.