AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
CITY HALL
March 15, 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**

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.A. **MINUTES: City Council Meetings**
Action:

that Council approve the Minutes of the City Council Regular Meeting of March 1, 2016 and Public Hearing of March 1, 2016, and have them placed on file for public inspection.
[Johnson, CClk]

Documents: 03_01_2016Min.pdf, CCPH.03.01.16.BRCBrigth Agrotech.pdf

10.B. CEMETERY DEEDS: For March 1-15, 2016

Action:
that the Cemetery Deeds for March 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. **[Feezer, P/R Dir]**

10.C. MINUTES: Traffic Commission

Action:
that Council to acknowledge receipt of the Minutes from the February 11, 2016 Traffic Commission meeting and that the following item be approved as indicated:

- To modify the parking as shown in Attachment A Pages 1 & 2, to maximize the number of parking spots by striping diagonal parking adjacent to Block 178 original Laramie Plat, on 6th Street and 7th Street.
- To implement the parking modifications on or before October 31, 2016.

[Hunt, CD Dir]

Documents: CC Cover Sheet 03.15.16 TC Minutes 02.11.16.pdf, 02.11.16 Traffic Commission Minutes.pdf, Traffic Commission 02.11.16 Attachment A. Pg 1.pdf, Traffic Commission 02.11.16 Attachment A. Pg 2.pdf

10.D. MINUTES: Monolith Ranch Advisory Committee

Action:
that Council approve the Minutes of the Monolith Ranch Advisory Committee of October 8, 2015, and have them placed on file for public inspection.
[Smith, PW Dir]

Documents: CS RAC Minutes 10.08.15 for 3.15.16 LCC REVISED.pdf, 10.08.15 Minutes Combined.pdf

10.E. RESOLUTION: submission of a Make A Splash Grant application.

Action:
that the Laramie City Council approve Resolution 2016- , authorizing the submission of a grant for 2016 to support swim lesson scholarships for disadvantaged youth, in the amount of $5000.00 and authorize the Mayor and Clerk to sign.
[Feezer, PR Dir]

Documents: Make a Splash Cover 2016.pdf, Make a Splash Grant Resolution 2016.pdf

10.F. RESOLUTION: adopting the West Nile Virus Plan for the City

of Laramie, Wyoming.

Action:

I move to approve Resolution 2016-_____ adopting the West Nile Virus Plan for The City of Laramie and authorize the Mayor and Clerk to sign.

[Feezer, PR Dir]

Documents: Agenda Cover 2016 WNV Plan 3-15-16.pdf, Resolution WNV Plan 3-15-16.pdf

10.G. RESOLUTION: submission of a 2016 Wyoming Department of Agriculture Emergency Insect Management Grant.

Action:

that the Laramie City Council approve Resolution 2016-____, authorizing the submission of 2016 Wyoming Department of Agriculture Emergency Insect Management Program Grant for support of the Mosquito Control Program and implementation of the West Nile Virus Prevention Plan in an amount not to exceed $64,500 and authorize the Mayor and Clerk to sign.

[Feezer, PR Dir]

Documents: Agenda Cover Mosquito EIMG16 Resolution 3-15-16.pdf, EIMG16 Resolution 3-15-16.pdf

10.H. SCHEDULE MEETING(S)

Action:

that Council schedule the following meeting(s):

1. **April 5, 2016** - Use Control Area for 971 Cedar Street
2. **April 5, 2016** - Public Hearing on Ordinance No. 1941
3. **April 5, 2016** - Public Hearing on Ordinance No. 1942
4. **April 12, 2016** - Main Street Annual Presentation
5. **May 10, 2016** - LCBA Annual Report

11. REGULAR AGENDA

12. Resolution 2016-25, authorizing FY 2017 Community Partners Funding Allocation

[Derragon]

Documents: Cover Sheet - CommPartners Resolution 3-11-16.pdf, Resolution FY17 CommPartners 3-11-16.pdf

13. Consideration of a Construction Manager at Risk Agreement

[Jordan/Farstad]

Documents: THPP CMAR Cover 3.15.16.pdf, A102-2007 - THPP 20160304 final draft.pdf, A201-2007 - THPP 20160304 final draft.pdf, Exhibit A to A102-2007.pdf, Schedule of Values - GMP.pdf

14. Approval of a Professional Services Agreement for the Engineering Design Manual

[Hunt]

Documents: ENDMAN City Council Cover Sheet.pdf, Agreement for the Engineering Design Manual - Attachment A.PDF, Agreement for the Engineering Design Manual.pdf

15. Original Ordinance No. _____: An Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for

Vacation. Introduction and First Reading.
[Hunt]

Documents: CC Cover Sheet Vacation Cost 1st rdg 2016-03-15 (TA-16-01).pdf, Original Ordinance No. _____ (TA-16-01).pdf, Planning Commission Staff Report (TA-16-01 Vacation Appraisal) (rev d).pdf

16. **Original Ordinance No. _____, amending Title 15 of Laramie Municipal Code for the purposes of allowing "Hotels and motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B. Introduction and First Reading.**
[Hunt]

Documents: CC Cover Sheet Cover Housekeeping, use table 1st rdg 2016-03-15 (TA-16-02).pdf, Original Ordinance No. _____ (TA-16-02).pdf, Planning Commission Staff Report (TA-16-02).pdf

17. **Original Ordinance No. 1930, approving the nonexclusive Franchise Agreement for Cable TV Services Between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC Locally Known as Charter Communications. Third and Final Reading. (Introduced by Shuster)**
[Derragon]

Documents: Cover Sheet Cable TV Franchise FINAL- Third Reading 3-15-16.pdf, Laramie WY--Franchise Agreement FINAL 3-15-16.pdf

18. **Consideration of Possible Sale of Monolith Ranch acreage**
[Derragon]

Documents: Cover Sheet - Monolith Ranch Offer 3-15-16.pdf, Purchase Offer - Mountain Cement.pdf

19. **Consideration of future Council work session topics**

Documents: Mar-15-16 Upcoming Meetings.pdf, 3-15-16 Future Work Session Topics.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. **Adjourn to Executive Session regarding personnel**

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
March 1, 2016

1. PROCLAMATIONS & PRESENTATIONS

Laramie Disabilities Awareness Month

2. ANNOUNCEMENTS

3. PUBLIC HEARING

3.A. Proposed application to the Wyoming Business Council for a Business Ready Community Grant and Loan to fund the construction of a headquarters for Bright Agrotech

4. AGENDA

Regular Meeting of the City Council was called to order by Mayor Paulekas at 6:54 p.m.

5. Pledge of Allegiance

Mayor Paulekas led the Pledge of Allegiance.

6. Roll Call

Roll call showed present: Hanson, Henry, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Absent: None.

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; Dan Johnson, Fire Chief; and Dale Stalder, Police Chief.

7. Disclosures by City Council Members

None.

8. Consideration of Changes in Agenda and Setting the Agenda

MOTION BY PEARCE, seconded by Shumway, that the Agenda be set as submitted.

MOTION CARRIED by voice vote.

9. Approval of Consent Agenda

MOTION BY PEARCE, seconded by Summerville, 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, Vitale, Weaver, Pearce, and Paulekas. Nay: None. Absent: None. MOTION CARRIED.

10. CONSENT AGENDA

10.A. Minutes of City Council Meetings

Action: that Council approve the Minutes of the City Council Public Hearings February 16, 2016 and Regular Meeting of February 16, 2016, and have them placed on file for public inspection.

10.B. Cemetery Deeds for February 16-29, 2016

Action: that the Cemetery Deeds for February 16-29, 2016 be accepted, and the Mayor and City Clerk be authorized to sign and have them recorded in the Office of the County Clerk.

10.C. Vouchers for February 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 December. These expenditures are to be paid subject to audit by the City of Laramie Finance Department.

10.D. MINUTES: January 14, 2016 Traffic Commission

Action: that Council acknowledge receipt of the Minutes from the January 14, 2016 Traffic Commission meeting.

10.E. MINUTES: Parks, Tree & Recreation Advisory Board

Action: that Council acknowledge receipt of the Minutes from the February 10, 2016 meeting of the Parks, Tree & Recreation Advisory Board and the the following recommendations be approved as indicated:

1) To acknowledge receipt of the January 2016 Recreation Center membership reports.
2) To approve the Adopt A Trail Along Greenbelt Park Agreement between the City and HabiTech or general cleanup of one-quarter mile section along the Laramie River Greenbelt Park.
3) To approve the Adopt A Trail Along Greenbelt Park Agreement between the City and Handel Information Technologies for general cleanup of one-quarter mile section along the Laramie River Greenbelt Park.
4) To approve the request for a fee reduction for the After Prom party at the Recreation Center form the Coalition to Prevent Substance Abuse.
5) To approve the Memorandum of Understanding between the City and Laramie Legion Baseball Club, Inc. for use of Cowboy Field for the 2016 baseball season.
6) To acknowledge receipt of the revenue/expense reports for the 2015 fall recreation program season.
7) To approve the request by the Laramie Audubon Society to permit the placement of American Kestrel nesting boxes in undeveloped LaPrele Park and the southern loop of the

Laramie River Greenbelt Trail.
8) To acknowledge receipt of the report on the 2015 Public Right-of-Way Tree Assessment, from the 2007-08 Tree Assessment prepared by the Wyoming Division of State Forestry.

10.F. RESOLUTION 2016-20: Waiver of reservation fees for primary and general elections.

Action: to approve Resolution 2016-20 authorizing a waiver of the facility reservation fees at the Laramie Community Recreation Center for the 2016 primary and general elections.

10.G.MOU: Laramie Police Department and Laramie County Community College - Albany County Campus

ACTION: That Council approve the MOU between the Laramie Police Department and Albany County Community College - Albany County Campus.

10.H. BID AWARD: Haz Mat Tanker Rollover Bid Award

Action: to approve purchase of a hazardous materials rollover training prop in the amount of $79,725.00 from Draeger Safety Inc.

10.I. RESOLUTION 2016-21: Wyoming Department of Health application to the United States Department of Health and Human Services

Action: that council approve Resolution 2016-21 authorizing a letter of support for and resolution of support Wyoming Department of Health application for federal funds to support the "Wyoming Early Childhood Comprehensive Systems Impact" study.

10.J. Schedule Meetings(s).

Action: that Council schedule the following meeting(s):

1. **Special Meeting, March 10, 2016, 6:00 pm**, Engagement Agreement for Specialized Legal Services.
2. **Public Hearing, March 22, 2016, 6:00 pm**, Original Ordinance No. 1939 annexing approximately 93 acres or property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street.
3. **Public Hearing, March 22, 2016, 6:00 pm**, Resolution No. 23 certifying Planning Commission action, regarding amendments to the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan.
4. **Public Hearing, March 22, 2016, 6:00 pm**, Original Ordinance No. 1940 establishing zoning in an area approximately 93 acres in size to B2 (Business) District, generally located on the northeast corner of I-80 and Curtis Street.
5. **Work Session, April 26, 2016, 6:00 pm**, Bill Nye Western Corridor.
6. **Work Session, April 26, 2016, 6:00 pm**, Pavement Management Program
7. **Work Session, April 26, 2016, 6:00 pm**, Art Plan Update
8. **Special Meeting, June 14, 2016, 6:00 pm**, Budget Adoption

11. REGULAR AGENDA

12. Original Ordinance No. 1938, to amend Chapter 13.52, Section 13.52.010 of the Laramie Municipal Code concerning Mosquito Control Fees. Third & Final Reading. (Introduced by Henry)

MOTION BY HENRY, seconded by Pearce, that Council approve Original Ordinance No. 1938, on Third and Final 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 and authorize the Mayor and Clerk to sign.

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

13. Resolution 2016-22 certifying the Laramie Planning Commission's approval of the 2016 Parks & Recreation Master Plan and that the 2016 Parks & Recreation Master Plan replaces in its entirety the 1982 Comprehensive Plan for Parks, Recreation & Open Space: A Parks & Recreation Master Plan.

MOTION BY WEAVER, seconded by Henry, that Council approve Resolution 2016-22 certifying the Laramie Planning Commission's approval of the 2016 Parks and Recreation Master Plan and that the 2016 Parks and Recreation Master Plan replaces in its entirety the 1982 Comprehensive Plan for Parks, Recreation and Open Space: A Parks and Recreation Master Plan and authorize the Mayor and City Clerk to sign.

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

14. 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 3rd Reading. (Introduced by Shumway).

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 Hanson, that Council pass Original Ordinance 1937 and authorize the Mayor and Clerk to sign.

MOTION BY SUMMERVILLE, seconded by Pearce, that Council amend to remove the amendment that was passed on Second Reading.

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

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

Council recessed at 7:48 p.m.

Council reconvened at 7:59 p.m.

15. Branch Subdivision: A Final Plat for two commercial lots at 3025 Fort Sanders Road.

MOTION BY SHUSTER, seconded by Henry, that Council approve the Branch Subdivision Final Plat, based on findings of fact and conclusions of law; and authorize the Mayor and Clerk to sign the plat.

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

16. Original Ordinance No. 1922 A, amending Title 8 of the Laramie Municipal Code for the purposes of creating health and safety standards for mobile homes, manufactured homes, recreational vehicles and tents.

MOTION BY HENRY, seconded by Hanson, that Council move to approve Original Ordinance No. 1922A on Third and Final Reading, based on findings of fact and conclusions of law, and authorize the Mayor and Clerk to sign the ordinance.

MOTION BY HENRY, seconded by Vitale, that Council move to postpone Original Ordinance No. 1922A to May 19, 2016.

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

17. Original Ordinance No. 1923 A, amending Title 15 of Laramie Municipal Code for the purposes of amending Section 15.22.050, Nonconforming Mobile Homes.

The City Clerk read Original Ordinance No. 19 by title only.

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF AMENDING SECTION 15.22.050, NONCONFORMING MOBILE HOMES.

MOTION BY HENRY, seconded by Shumway, that Move to approve Original Ordinance No. 1923A on third and final reading, based on findings of fact and conclusions of law, and authorize the Mayor and Clerk to sign the Ordinance.

MOTION BY HENRY, seconded by Shumway, that Council move to postpone Original Ordinance No. 1923A to May 19, 2016.
Summerville exited approximately 8:18 p.m.

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

Summerville entered approximately 8:22 p.m.

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

18. Original Ordinance No. 1924, amending Title 15 of the Laramie Municipal Code for the purposes of amending LMC Chapters 15.14 and 15.28 regarding Mobile Home Parks, Manufactured Home Communities and Recreational Vehicle Parks.

MOTION BY HENRY, seconded by Vitale, that Council move to approve Original Ordinance No. 1924 on third and final reading, based on findings of fact and conclusions of law, and authorize the Mayor and Clerk to sign the Ordinance.

MOTION BY HENRY, seconded by Vitale, that Council move to postpone Original Ordinance No. 1924 to May 19, 2016.

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

19. Original Ordinance No. 1939, Annexation of northeast corner of I-80 and Curtis Street (Love's Travel Center) (A-15-01)

MOTION BY SUMMERVILLE, seconded by Shuster, that Council approve Original Ordinance No. 1939 on first reading, annexing approximately 93 acres of property located in unincorporated Albany County, generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law; set a public hearing for March 22, 2016; and delay 2nd reading until April 5, 2016.

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

20. Resolution 2016-23, certifying Planning Commission action on Comprehensive Plan Amendment, northeast corner of I-80 and Curtis Street (Love's Travel Center) (CPA-16-01)

MOTION BY SUMMERVILLE, seconded by Pearce, that Council move to introduce consideration of City Council Resolution 2016-23 certifying Planning Commission action amending the Future Land Use Map (Map 3.2) of the 2007 Laramie Comprehensive Plan, for the property described in the Resolution, generally located on the northern portion of a property located on the northeast corner of Interstate 80 and Curtis Street for an area

approximately 60 acres in size, by changing the Future Land Use Designation from the Agriculture (AG) categories to Auto-Urban Commercial categories, based on findings of fact and conclusions of law.
MOTION BY SUMMERVILLE, seconded by Shuster, that Council postpone consideration until April 19, 2016 and set a public hearing for March 22, 2016.

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

21. Original Ordinance No. 1940, rezoning northeast corner of I-80 and Curtis Street (Loves Travel Center) (Z-15-07)

MOTION BY SUMMERVILLE, seconded by Henry, that Council approve Original Ordinance No. 1940 on first reading; establishing zoning in an area approximately 93 acres in size to B2 (Business) District generally located on the northeast corner of I-80 and Curtis Street; based on findings of fact and conclusions of law; set a public hearing for March 22, 2016; and delay second reading to April 5, 2016.

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

22. Approval of the North Campus Traffic Impact Study

MOTION BY VITALE, seconded by Shuster, that Council move to accept the North Campus Traffic Study, and to approve adoption and installation of the Study's improvements as recommended by the Traffic Commission.

MOTION BY SHUSTER, seconded by Vitale, to make an amendment that the yellow no parking lines can exceed no more than 20 feet out of any direction of the intersection at 9th and Lewis, that would still give it more than an average car length and reduce the amount of parking spots lost.

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

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

Extension of meeting

MOTION BY SHUSTER, seconded by Weaver, that Council extend the meeting.

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

~~**23. Consideration of future Council work session topics**~~

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

Conner Frick, of Boy Scout Troop 137, who is working on a Citizenship in the Community Merit Badge, related that attending this meeting was an eye-opener, as he had become more aware of what went into the government in the community.

25. ADJOURNMENT

MOTION BY HANSON, seconded by Summerville, that Council adjourn.

MOTION CARRIED by voice vote.

Council adjourned at 9:40 p.m.

Respectfully submitted,

Angie Johnson

City Clerk

LARAMIE CITY COUNCIL
PUBLIC HEARING
BRCG Bright Agrotech
March 1, 2016

Public Hearing was called to order by Mayor Paulekas at 6:46 p.m.

City Council present: Klaus Hanson, Vicki Henry, Joe Shumway, Bryan Shuster, Andi Summerville, Joe Vitale, Paul Weaver, Jayne Pearce, and Dave Paulekas. Absent: none.

The City Clerk read the notice:

NOTICE OF A PUBLIC HEARING
2016 BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM APPLICATIONS FOR A BUSINESS COMMITTED PROJECT TO SUPPORT THE CONSTRUCTION OF A HEADQUARTERS FOR BRIGHT AGROTECH IN LARAMIE.

The Wyoming Business Council is seeking grant and loan applications from counties, incorporated cities, towns, joint powers boards, and tribes for the 2016 Business Ready Community (BRC) Grant and Loan Program. The intent of this program is to ready a community for new business development through economic or educational development projects which may include, but are not limited to, water, sewer, streets and roads, telecommunications, airports, purchase of rights of way, purchase of land, buildings, facilities, industrial and business parks, industrial site or business district development, amenities within a business or industrial park, landscaping, recreational and convention facilities, and or other physical projects. The rules governing the BRC Grant and Loan Program are available on the Wyoming Business Council's website, http://www.wyomingbusiness.org. The City of Laramie proposes to submit applications for both a BRC Business Committed Grant and Loan to support the construction of a headquarters for Bright Agrotech in the Laramie Rivers Business Park and is seeking citizen input regarding this project. The Laramie City Council will hold a public hearing on March 1 st at 6:30 p.m. The hearing will take place in the Council Chambers of City Hall, 406 Ivinson Avenue. Citizens can also submit written comments to the City of Laramie.

Dan Furphy, Wyoming Chamber of Business Alliance spoke in support of this.

Nick Story, CEO of Bright Agrotech, gave an overview of the company.

Public Hearing was closed at 6:54 p.m.

Respectfully submitted

Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

LARAMIE 1868	**Agenda Item: Minutes** **Title: Minutes of the February 11, 2016 Traffic Commission Meeting**

Recommended Council MOTION:
Move to acknowledge receipt of the Minutes from the February 11, 2016 Traffic Commission meeting and that the following item be approved as indicated:

- To modify the parking as shown in Attachment A Pages 1 & 2, to maximize the number of parking spots by striping diagonal parking adjacent to Block 178 original Laramie Plat, on 6th Street and 7th Street.
- To implement the parking modifications on or before October 31, 2016.

Administrative or Policy Goal:
In general, the Traffic Commission provides the necessary framework for receiving, reviewing, and implementing valid concerns of City Residents that pertain to traffic safety and circulation within the Community.

Background:
The Traffic Commission held a regular meeting on February 11, 2016. The Minutes are attached.

Note: The 2-hour parking designation on Attachment A, Pages 1 & 2 was removed by motion of the Traffic Commission.

Legal/Statutory Authority:
Laramie Municipal Code: Chapter 10.08 Official Traffic Commission

BUDGET/FISCAL INFORMATION:

EXPENSE

Proposed Project Cost.

Project Cost	$1,500.00	Street Division: 100-4025-431.43-64
Loans on Project		Paint and signage
Grants for Project		
Other/Outside Projects		
City's Amount	$1,500.00	
Contingency 0%	$0.00	
Total Amount	$1,500.00	

Amount spent to date (approved and adopted by Council)

Total Budget Allocation	$105,000.00	
Less Amount Spent to Date	$32,364.89	
Remainder of Budget	$72,635.11	

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:

Eric Jaap, City Engineer 721-5345
Shane Johnson, Street Division Manager
721-5277

Future dates are subject to change

Work Session	
Advertised	
Public Hearing (PH) Held	
PH Advertised	
Introduction/1st Reading	March 15, 2016
2nd Reading	
3rd Reading	

Attachments:
02/11/2016 Traffic Commission Minutes
Attachment A, Page 1 of 2
Attachment A, Page 2 of 2

City of Laramie
Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5291
Planning: (307) 721-5207
Fax: (307) 721-5248

MINUTES
Traffic Commission
Thursday, February 11, 2016 at 7:00 AM
City Council Chambers, City Hall
406 Ivinson Avenue, Laramie, WY

The Traffic Conference meetings are open to the public. Requests from person with disabilities must be made to the Community Development Department 24 hours in advance of the meeting.

1. CALL TO ORDER/ ROLL CALL

Meeting convened at 7:02 AM
Members present: Harold Colby, Arthur Denison, Megan Hayes, Michael Moeller, Debbie Shinstine and Nancy Sindelar (Chair),
Members absent: Lindsay Schumaker
There was a quorum present at all times.
Council Liaison: Klaus Hanson (present)
Staff Present: Randy Griesbach (WYDOT), Randy Hunt, Eric Jaap, Carl Lund, Kathleen Wickersham and William Winkler

2. APPROVAL OF AGENDA AND MINUTES

2-A. AGENDA: February 11, 2016 Traffic Commission Meeting Agenda

MOTION BY COLBY, second by Moeller, to approve the February 11, 2016 Traffic Commission Agenda as written.
Aye: 6
Nay: 0
Motion carried.

2-B. MINUTES: Thursday, January 14, 2016 Traffic Commission Meeting Minutes

MOTION BY COLBY, second by Shinstine, to approve the January 14, 2016 Traffic Commission Minutes as written.
Aye: 6
Nay: 0
Motion carried.

3. CITIZEN COMMENTS

No citizen comments.

4. TRAFFIC COMMISSION AND STAFF REPORTS AND COMMENTS

No reports or comments.

5. DISCLOSURES – Ex-parte communications; potential conflicts of interest

No disclosures.

6. CURRENT BUSINESS

OLD BUSINESS
No items.

NEW BUSINESS

6-A. Request for Modification to Parking and Limited Time Parking Zone – Laramie Plains Museum block

Engineer in Training Winker provided the staff report. The applicant Laramie Plains Museum requested to maximize the number of parking spots by striping diagonal parking adjacent to Block 178 original Laramie Plat, on 6th Street and 7th Street and to implement a 2 hour parking restriction for existing parking spaces on the south side of University Avenue between 6th Street and 7th Street. This project is located east side of 6th Street and west side of 7th Street between Ivinson Street and south side of University Avenue and University Avenue between 6th and 7th Street.

The Commission expressed the need for additional ADA parking spaces as part of the new striping and additional parking.

Commissioner also wanted signage to state that the parking is back-in parking.

The applicant's representative Mary Mountain Director of the Laramie Plains Museum addressed the Commission to provide additional information and answer questions. Mountain stated that the Museum has one (1) ADA parking space in their property parking lot and are willing to add another.

The City staff will review the need and/or requirement for additional ADA parking spaces.

The following citizen(s) spoke on this matter:

Brett Glass, Laramie
John Nutter, Laramie

MOTION BY MOELLER, second by Hayes, to approve:

- The modification to parking shown in Attachment A
- The implementation of 2 hour limited time parking between the hours of 8:00 am and 5:30 pm for the section of University Avenue along Block 178 between 6th Street and 7th Street.
- The timeline for implementing the action items in this motion shall be on or before October 31, 2016.

Motion was amended.

MOTION BY MOELLER, second by Hayes, to remove the 2 hour limited time parking between the hours of 8:00 am and 5:30 pm for the section of University Avenue along Block 178 between 6th Street and 7th Street.

Amended Motion:
Aye: 6
Nay: 0
Motion carried.

Original Motion:
Aye: 6
Nay: 0
Motion carried.

7. NEXT MEETING DATE –March 10, 2016

8. ADJOURN

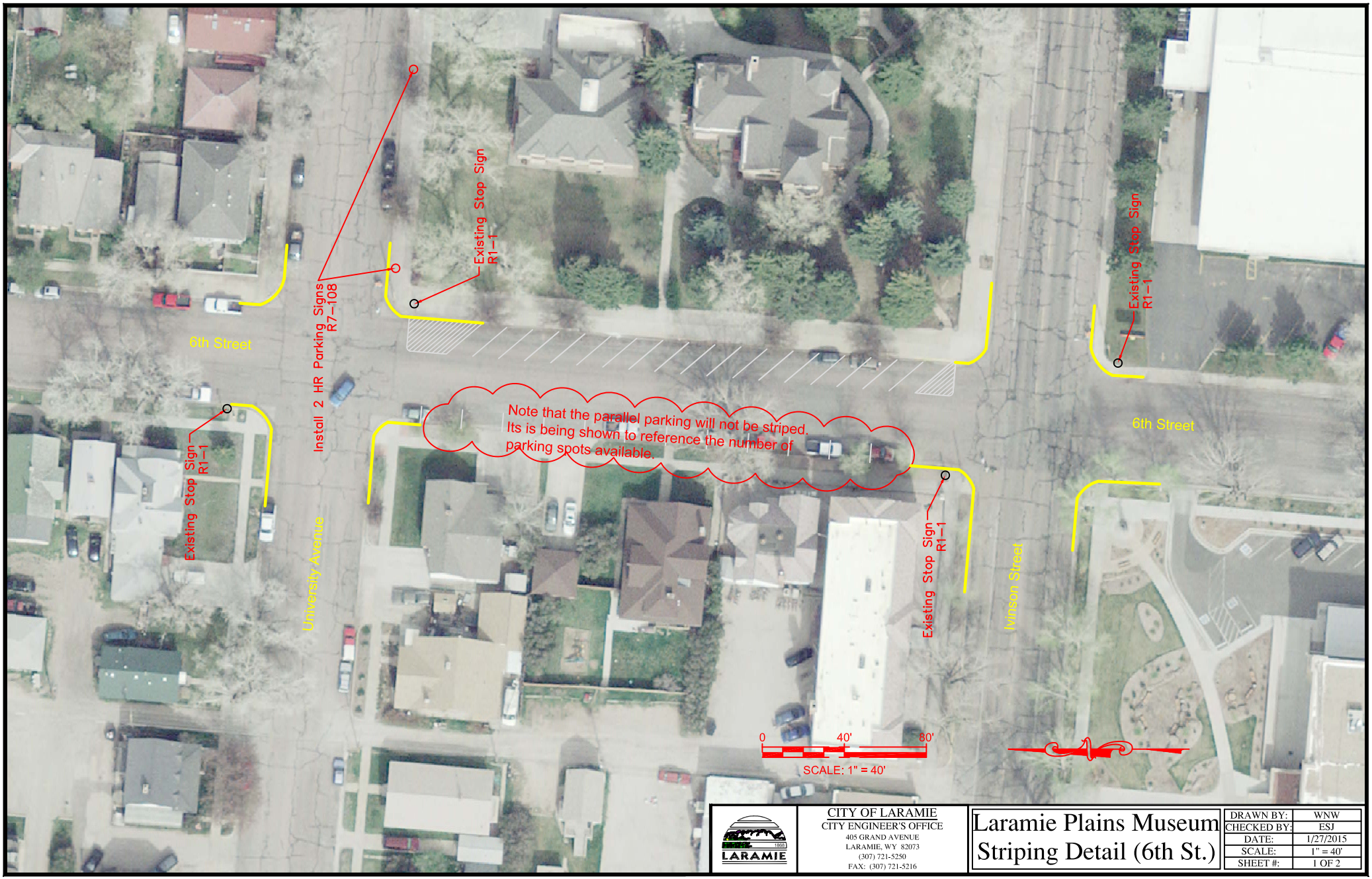
MOTION BY MOELLER, second by Hayes, to adjourn.
Aye: 6
Nay: 0
Motion carried.

Meeting adjourned at 7:46 AM.

VALIDATED:

Nancy Sindelar, Traffic Commission Chair Date

Kathleen Wickersham, Traffic Commission Secretary and Clerk Date


Existing Stop Sign
R1-1
Install 2 HR Parking Signs
R7-108
6th Street
Existing Stop Sign
R1-1
Note that the parallel parking will not be striped.
Its is being shown to reference the number of
parking spots available.
University Avenue
Existing Stop Sign
R1-1
Existing Stop Sign
R1-1
Ivinson Street
6th Street
0
40'
80'
SCALE: 1" = 40'
LARAMIE
CITY OF LARAMIE
CITY ENGINEER'S OFFICE
405 GRAND AVENUE
LARAMIE, WY 82073
(307) 721-5250
FAX: (307) 721-5216
Laramie Plains Museum
Striping Detail (6th St.)
DRAWN BY: WNW
CHECKED BY: ESJ
DATE: 1/27/2015
SCALE: 1" = 40'
SHEET #: 1 OF 2

LARAMIE 1888

CITY OF LARAMIE
CITY ENGINEER'S OFFICE
405 GRAND AVENUE
LARAMIE, WY 82073
(307) 721-5250
FAX: (307) 721-5216

Laramie Plains Museum Striping Detail (7th St.)

DRAWN BY:	WNW
CHECKED BY:	ESJ
DATE:	1/27/2015
SCALE:	1" = 40'
SHEET #:	2 OF 2

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

Agenda Item: Minutes

Title: Acknowledgement of Ranch Advisory Committee Minutes from October 8, 2015

Recommended Council MOTION:
I move to acknowledge the Ranch Advisory Committee minutes from October 8, 2015.

Administrative or Policy Goal:
Ongoing review of the operation and stewardship efforts on Monolith Ranch

Background:
A meeting of the Ranch Advisory Committee was held on October 8, 2015. Discussion items from this meeting include:

I. OLD BUSINESS
- A. Goforth Reservoir Update
- B. Lease Negotiation and House Inspection Update
- C. Feeding Laramie Valley Update
- D. Standing Report from Parks, Trails and Recreation Master Plan Ad Hoc Advisory Committee
- E. Hunter Management Plan Update
- F. Quarterly Report from Water Resource Specialist
- G. Titus Survey Update from Water Resource Specialist

II. Set dates for 2016 Quarterly meetings: January 14, April 14, July 14, and October 13.

III. Next MRAC meeting date: January 14, 2016 at 1:00 p.m. in the Annex Conference Room.

Legal/Statutory Authority: N/A

Responsible Staff:

Earl Smith, Public Works Director
Cal Van Zee, Utility Manager

Attachments: Agenda/minutes from October 8, 2015
Ducks Unlimited SAMPLE Agreement

MINUTES
Monolith Ranch Advisory Committee
October 8, 2015, 1:00 PM
406 Ivinson St., Laramie, WY
City Hall Jury Room

The regular meeting of the Monolith Ranch Advisory Committee met at City Hall, 406 Ivinson St., Jury Room.

I. ROLL CALL

Members Present: Joe Lord, Jason Sherwood, Jayne Pearce, Paul Rechard
Staff Present: Darren Parkin, Cindy Williams, David Derragon
Absent: David Evertson
Guests Present: Mindy Meade – US Fish and Wildlife Services, Gustave Anderson – Leadership Laramie

II. APPROVAL OF AGENDA

MOTION BY Sherwood, seconded by Rechard, to approve the agenda. **MOTION CARRIED UNANIMOUSLY.**

III. APPROVAL OF MINUTES

MOTION BY Rechard, seconded by Lord, to approve the minutes from the July 9, 2015 meeting as sent via email. **MOTION CARRIED UNANIMOUSLY.**

IV. NEW BUSINESS

None

V. OLD BUSINESS

A. Goforth Reservoir Update with Ducks Unlimited Suggested Contract

Ducks Unlimited provided a suggested contract if we were to move forward with their proposal (attached). Some changes to the contract would have to be made. At this time the Committee believes the best use may be just for bird habitat with no public use at this time. Focus being on fixing our irrigation diversions that are washed out in order to reactivate them. If the bird habitat prospers, hunting may be an option in the future. Grants from Laramie River Conservation District and Wyoming Natural Resource Trust Fund may provide cost-share money for the project. Primary goals of any contract would be that changes would not interrupt the ranching operation, and it doesn't impact the Dowlin Ditch. Dave Derragon will provide direction to staff before anything goes to Council.

B. Lease Negotiation and House Inspection Update – Water Resource Manager

Stanley Baer's proposed lease was approved by Council. He would now like changes to the contract regarding the hay payment flat fee changing to $44,000.00 and his first year's hay payment changing to $30,000.00 for two years. Any changes to the contract at this point would have to go back to Council. Inspection of the house on the property is included in Baer's lease.

MOTION BY Rechard, seconded by Sherwood, to recommend not to approve Baer's changes to his current contract. **MOTION CARRIED UNANIMOUSLY.**

C. Feeding Laramie Valley (FLV) Update – Water Resource Manager

City staff is working with FLV trying to find an alternative location to the Monolith Ranch. There remains the possibility of FLV operating on the ranch in the future depending on negotiations.

D. Standing Report from Parks, Trails and Recreation Master Plan Ad Hoc Advisory Committee – Water Resource Manager

It has been agreed to implement some of Planning's recommendations. After the Master Plan is approved there will be a joint plan between the City and County.

E. Hunter Management Plan Update – Jason Sherwood

In May a new pay schedule was approved by Game and Fish. We have continued to operate based on the old contract up to this point. There have also been some problems with people staking claims to blinds and keeping them for themselves. Portable blinds, on the other hand, seem to be working well. We've been recommending hunters put their name and address on their portable blinds in case they are left behind.

MOTION BY Pearce, seconded by Rechard, to recommend Council renew the Hunter Management Agreement at the new pay scale with Wyoming Fish and Game as presented. Yay: 3 Nay: 0 Abstain: 1 **MOTION CARRIED.**

F. Quarterly Report – Water Resource Manager

- The center pivot was shut down for the season. Seasonal maintenance on the pivot is about to start.
- Oat hay turnout was 1,046 bales. This was a great hay year.
- Winter cattle is starting to come in.
- We haven't had any data collection or recorder issues, and the overall condition of the ranch is good.
- The beavers are back and have created many problem areas. The Haul Road Ditch especially has a lot of dams.
- No news yet on the Bath quarry. We're supposed to be notified if the cement company puts in their expansion permit to DEQ.
- United States Fish and Wildlife Service is doing a toad assessment study across the ranch relating to reintroducing toads into their natural Wyoming habitat. United States Fish and Wildlife Service is also looking at property for this near the wastewater treatment plant.
- UW is doing a seismic study across the hay meadows looking for historical stream channels of the Laramie River.
- The ranch had 47 students from Indian Paintbrush school come out for a fieldtrip.

G. Titus Survey Update – Water Resource Manager

HDR has partnered with Steil Surveying out of Cheyenne and the project is moving forward. They were supposed to have surveyed our acreage last month. There are specific milestones and deadlines in their contract they have to meet or their contract may be cancelled.

VI. OTHER BUSINESS

In order to schedule the Annex conference room for the 2016 quarterly meetings the following tentative dates have been proposed: January 14, April 14, July 14, and October 13. Cindy will reserve the Annex conference room although final dates may change as time gets closer.

VII. DATE FOR NEXT MEETING

The next meeting is set for January 14, 2016, at 1:00 p.m. in the Annex conference room.

VIII. AGENDA FOR NEXT MEETING

A. Goforth Reservoir Update
B. Lease negotiation Update
C. Feeding Laramie Valley Update
D. Standing Report from Parks, Trails and Recreation Master Plan Ad Hoc Advisory Committee
E. Quarterly Report from Water Resource Manager
F. Titus Survey Update from Water Resource Manager

IX. ADJOURNMENT

Respectfully Submitted,

S/*Cindy Williams*

Staff Liaison
Monolith Ranch Advisory Committee

APPROVED BY CITY COUNCIL

_____

Date

DUCKS UNLIMITED, INC.

CONSULTANT: Ducks Unlimited, Inc. – Colorado/Wyoming
PROJECT: Goforth Wetlands
PROJECT NO.: WY-126-1

CONSULTANT AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2015, between **Ducks Unlimited, Inc.** (hereinafter referred to as the "Consultant"); and **The City of Laramie** (hereinafter referred to as "Company");

WHEREAS the Consultant on the __th day of _____, 2015, made a proposal to Company to perform certain work and provide certain services in relation to the Goforth Wetlands project (hereinafter referred to as "Project") in the State of Wyoming;

AND WHEREAS Company wishes the Consultant to perform work and provide services referred to in this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of a maximum of $30,000 be paid to the Consultant by Company, in accordance with the terms and conditions of this Agreement, the parties hereto agree as follows:

I. SCOPE OF WORK AND SERVICES

See attached Exhibit A – "Project Proposal"

II. TERMS, METHOD AND TIME OF PAYMENT

Payment shall be processed upon receipt and approval of deliverables which approval shall not be unreasonably withheld. Payment shall occur within thirty (30) days after receipt of invoice.

III. PROFESSIONAL RESPONSIBILITY

The Consultant agrees that in the provision of the services hereunder, the Consultant shall exercise the standards of care, skill, and diligence normally provided by professional consultants and professional persons engaged in performance of services with respect to similar work.

IV. COMPLIANCE WITH LAWS

The Consultant shall, in the performance of the services, observe and abide by all applicable laws, rules and regulations of the federal, state, and municipal bodies having jurisdiction in the location where the services are performed.

V. PROPERTY

Any reports; data gathered, acquired, prepared or caused to be prepared; work notes, preliminary versions or drafts of reports and documents; products; materials; software; source code and processes prepared or caused to be prepared by the Consultant pursuant to this Agreement (collectively "Work Products") are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Company shall be permitted to retain copies, including reproducible copies, of the Consultant's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project.

VI. ASSIGNMENT

This Agreement shall not be assigned by either party hereto without the prior written approval of the other, except that the Consultant may utilize in the performance of this agreement, without the prior approval of Company, personnel or services related and affiliated companies and groups as if they were an integral part of the Consultant.

VII. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of this obligation hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of any one or both of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government authority, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the parties hereto.

VIII. TERMINATIONS *(BUSINESS CALL FOR RIGHT OF TERMINATION)*

Company shall have the right at any time to terminate, with or without cause, the services of the Consultant and to cancel this Agreement by giving the Consultant thirty (30) days prior written notice to that effect. In the event of termination of this agreement by Company, either with or without cause, Company shall reimburse the Consultant for all reimbursable costs incurred by the Consultant as a result of the termination of the work, provided however, that the Consultant shall not have the right to include the cost of

termination any lost profit or earnings that may have been realized by the Consultant had the work not been terminated.

VIX. INDEPENDENT CONTRACTOR

It is understood, covenanted and agreed by and between the parties hereto that the relationship between the Consultant and Company existing and to exist from and after the execution of this agreement and at all times during the term of same, is that of an independent contractor.

X. GOVERNING LAW

The parties hereto mutually agree that this Agreement shall be construed and governed as to the nature, validity, and interpretation hereof by the laws of the State of Wyoming.

XI. LIENS

The Consultant thereby undertakes and agrees to comply with all statutory requirements and regulations relating to unpaid workers and suppliers and regards to mechanics' and/or builders' liens, and pay all sums due and owing for materials, labor, and other goods and services provided promptly as and when same are due, including any sums payable to the Worker's Compensation Board or any other regulatory body, in respect of any person employed by the Consultant. In the event that the Consultant is unable to pay any such sum promptly to any employee, workman, contractor, sub-contractor, supplier, or other person who has supplied goods or services, the Consultant shall so inform Company.

XII. EXECUTION AND COUNTERPART

This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute the same agreement.

XIII. DECLARATION

The undersigned hereby certifies that, to the best of his knowledge and belief, the annexed bid has not been prepared in collusion with any other contractor and that the prices, terms and/or conditions thereof have not been communicated by or on behalf of the bidder to any such person and will not be communicated to any such person prior to the official opening of said bid.

XIV. NOTICES

All notices and reports provided for in this Agreement shall be in writing and delivered to the parties at the following address unless changed by written instrument.

Company:

_____

Consultant: Ducks Unlimited, Inc.
1825 Sharp Point Drive, Suite 118
Fort Collins, CO 80525

Such notices, reports, and payments shall be effective when they are actually delivered.

XV. **TIME**

Time shall be of the essence hereof.

XVII. **INDEMNIFICATION**

The Consultant shall indemnify and save harmless Company from any and all actions, claims, accounts, demands, losses, injuries, and expenses, including attorney's fees and court costs, that may arise or be occasioned to Company by Consultant's performance or lack thereof of its obligations under this Agreement howsoever arising.

Company shall indemnify and save harmless Consultant from any and all actions, claims, accounts, demands, losses, injuries, and expenses, including attorney's fees and court costs, that may arise or be occasioned to Consultant by Company's performance or lack thereof of its obligations under this Agreement howsoever arising.

XVIII. **ATTACHED SCHEDULES**

Exhibit A – Project Proposal, Scope of Work and Budget Estimate

In the event of a conflict in terms between the Agreement and any Schedule to the Agreement, the terms of the Agreement shall govern.

THIS AGREEMENT and everything contained herein shall be binding and inure to the benefit of the parties hereto and their respective executors, administrators, successors, and assigns.

WHEREOF both the Consultant and Company have executed and delivered this Agreement on the day and year first above written.

DUCKS UNLIMITED, INC.	**COMPANY**
_____	_____
Consultant Signature Date	Company Signature Date
Title:	Title:

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

LARAMIE 1868	**Agenda Item: Resolution** **Title: submission of a Make a Splash grant application.**

Recommended Council MOTION:

I move that the Laramie City Council approve Resolution 2016-___ , authorizing the submission of a grant for 2016 to support swim lesson scholarships for disadvantaged youth, in the amount of $5000.00 and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

City Council Goal: Maintain Laramie's Safe, Healthy Environment and Ensure Adequate Resources to Protect General Welfare.

Parks, Tree & Recreation Advisory Board Goal: Encourage and support continuing grants for Parks and Recreation programs and operations.

Background:

Living in the landlocked state of Wyoming it may seem to many families that the need to pay for their children to learn to swim is not a necessary financial expense when there is no water danger nearby. This is not true of course, because when children have limited access to the water they are neither exposed to the various dangers water can possess, and they do not gain the water safety skills needed to remain safe.

In December of 2015, the City was awarded $3,000 from the USA Swimming Foundation to utilize for a 50% grant for children registering for our Learn to Swim Lessons. The funds have been fully expended and the program was very well received by the public.

The 2016 USA Swimming Foundation offers this Make a Splash grant program to provide funding for disadvantaged children to participate in swimming lessons. Municipalities, Counties, Non-profits and School Districts who are partner organizations with USA Swimming are eligible for grants ranging from $5,000-$15,000 based on the number of pools, size of community and type of organization. Laramie is eligible for $5,000 of support from the estimated $300,000 available in 2016. This is a non-matching grant.

Albany County has a higher than average rate of poverty, making it financially difficult for some families to prioritize swimming lessons. Currently the swim lesson program at the Laramie Community Recreation Center teaches about 1,750 children per year. The $5,000 grant sought with this resolution would provide scholarship support for up to 200 children, enabling the City to provide access for swimming lessons and water safety to even more children in the community.

Legal/Statutory Authority: N/A

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$5,000.00	Participant responsibility for swim lessons (50%)
Grants for Projects	$5,000.00	Grant Revenue
Loans on Project		
Other		
Total	$10,000.00	

EXPENSE

Proposed Project Cost.

Staffing Costs		$5,017.00	Cost of staff for lessons (3.6 children X 5.36 hours X $13/hr) for 20 classes
Facility overhead		$4,000.00	Estimated Pool costs pro-rated
Total Amount		$9,017.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation		
Less Amount Spent to Date		
Remainder of Budget	$0.00	

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: Todd Feezer, Director, Parks & Recreation

Future dates are subject to change

Work Session	Click here to enter a date.
Advertised	Click here to enter a date.
Public Hearing Held	Click here to enter a date.
Pub. Hearing Advertised	Click here to enter a date.
Introduction/1st Reading	Click here to enter a date.
2nd Reading	Click here to enter a date.
3rd Reading	Click here to enter a date.
	Click here to enter a date.

Attachments:

Resolution

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MAKE A SPLASH FOUNDATION FOR $5,000 TO PROVIDE SWIM LESSON SCHOLARSHIPS TO DISADVANTAGED CHILDREN

WHEREAS, the USA Swimming Foundation has $300,000 available for partner organizations through their 2016 grants program, with grants available to municipalities, non-profits, counties and school districts through their Make a Splash program; and

WHEREAS, the Laramie Community Recreation Center has the only Municipal pool facilities in the County and provides swim lessons to approximately 1,750 children a year; and

WHEREAS, children who participate in swim lessons learn important water safety skills that last a lifetime, keeping them safe and physically active; and

WHERAS, the City of Laramie has a higher proportion of individuals living at or below the poverty level when compared to other communities regionally, potentially putting swim lessons out of reach financially for many children; and

WHEREAS, the City of Laramie Parks and Recreation Department has submitted a grant to the USA Swimming Foundation's Make a Splash Grant program in an amount of $5,000 for swim lesson scholarships for disadvantaged children; and

WHEREAS, the funding would provide scholarships to offset the cost of swim lessons for up to 200 children;

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

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

SECTION 2. That a grant application in the amount of $5,000 be submitted to the USA Swimming Foundation for swim lesson scholarships.

PASSED, APPROVED, AND ADOPTED THIS 15th day of March, 2016.

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

ATTEST:

_____
Angie Johnson, City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

LARAMIE 1868	**Agenda Item: Resolution** **Title: Adopting the West Nile virus Plan for the City of Laramie, Wyoming.**

Recommended Council MOTION:

I move to approve Resolution 2016-_____ adopting the West Nile Virus Plan for The City of Laramie and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

City Council Goal: Maintain Laramie's Safe, Healthy Environment and Ensure Adequate Resources to Protect General Welfare.

Parks, Tree & Recreation Advisory Board Goal: N/A

Departmental Goal: Provide quality parks and recreation opportunities for residents and visitors to the City. Reduce the risk of West Nile Virus infection.

Background:

The City has adopted a West Nile virus Plan since 2003. The West Nile Virus plan follows the recommendations of the Center for Disease Control (CDC) and is an essential part of the City's overall mosquito control program.

In 2013 The CDC updated their nationwide recommendations Titled: West Nile Virus in the United States: Guidelines for Surveillance, Prevention and Control. 4th revision June 14, 2013.

This document takes into account the information amassed by CDC over the time period from August 1999 to June of 2013 and distills the important points into a manual of suggested surveillance and operational techniques designed to help mitigate the issues involved with transmission of WNV.

City staff has had time to research and tailor the new recommendations to most closely fit the needs of the community while maintaining a robust program that balances environmental friendliness and efficacy for the protection of the health of the citizens.

The major difference in the CDC's 4th revision is a change in the structure of the phased responses to simplify the matrix used in decision making and communication of infection risk with citizens. The CDC has reduced the risk matrix to 4 categories from the original 6 categories. This change removes 2 intermediate categories and some operational interventions ahead in the matrix to provide an easier understanding.

The changes proposed in this revision will be budget neutral.

Legal/Statutory Authority:

Municipal Code: Chapter 13.52 Mosquito Control

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects		
Loans on Project		
Other		
Total	$0.00	

EXPENSE

Proposed Project Cost.

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation		
Less Amount Spent to Date		
Remainder of Budget	$0.00	

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: Todd Feezer, Parks & Recreation Director, tfeezer@cityoflaramie.org
Keith Wardlaw, Crew Supervisor, kwardlaw@cityoflaramie.org

Future dates are subject to change

Work Session	Click here to enter a date.
Advertised	Click here to enter a date.
Public Hearing Held	Click here to enter a date.
Pub. Hearing Advertised	Click here to enter a date.
Introduction/1st Reading	Click here to enter a date.
2nd Reading	Click here to enter a date.
3rd Reading	Click here to enter a date.
	Click here to enter a date.

Attachments: Resolution

RESOLUTION 2016 -____

A RESOLUTION AMENDING AND ADOPTING THE WEST NILE VIRUS PLAN FOR THE CITY OF LARAMIE, WYOMING.

WHEREAS, City of Laramie, Wyoming first adopted a West Nile Virus Plan in 2003 to reduce the risk of human infection from the West Nile Virus.

WHEREAS, the West Nile Virus Plan is an essential part of the City's overall Mosquito Control Program, reducing the numbers of both vector and nuisance mosquitoes thereby reducing the risk of human infection from West Nile Virus.

WHEREAS, the City Council amended and approved the West Nile Virus Plan in April of 2005 and in July of 2009 when the Center for Disease Control (CDC) made revisions to their national guidelines.

WHEREAS, the City Council amended and approved the West Nile Virus Plan in May of 2007 of which the major revision to the West Nile Virus Plan was the suspension of both ground and aerial application of mosquito control pesticides over the Aquifer Protection Overlay Zone.

WHEREAS, the City Council last amended and approved the West Nile Virus Plan in April of 2009 of which one major revision was in the surveillance and virus testing performed by City staff.

WHEREAS, the City Council last amended and approved the West Nile Virus Plan in April of 2009 with a second revision being be the removal of the reference that "no application of adult mosquito control pesticides would be made to the Aquifer Protection Overlay Area".

WHEREAS, The Centers for Disease Control having studied the functionality and performance of the original 2003 Phased Response to West Nile Virus Surveillance and having updated the Plan in their June 2013, 4th revision.

WHEREAS, this amendment to the West Nile Virus Plan would update the City of Laramie West Nile Virus Plan to mirror the New CDC Risk assessment template featuring a 4 tier risk analysis plan, replacing the previous six tiered plan.

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 City Council adopts the amended West Nile Virus Plan as attached in Exhibit A.

PASSED AND APPROVED this, the 16th day of March 2016.

_____

David A Paulekus, Mayor and President of the Laramie City Council, Laramie, WY

ATTEST

_____

Angie Johnson, City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

LARAMIE 1868	**Agenda Item: Resolution** **Title: submission of a 2016 Wyoming Department of Agriculture Emergency Insect Management Grant.**

Recommended Council MOTION:

I move that the Laramie City Council approve Resolution 2016-_____, authorizing the submission of 2016 Wyoming Department of Agriculture Emergency Insect Management Program Grant for support of the Mosquito Control Program and implementation of the West Nile Virus Prevention Plan in an amount not to exceed $64,500 and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

City Council Goal: Maintain Laramie's Safe, Healthy Environment and Ensure Adequate Resources to Protect General Welfare.

Parks, Tree & Recreation Advisory Board Goal: N/A

Departmental Goal: Provide quality parks and recreation opportunities for residents and visitors to the City. Implementation of the City of Laramie West Nile Prevention Plan.

Background:

Attached is a resolution sponsoring a 2016 Wyoming Department of Agriculture Emergency Insect Management Program Grant for support of the Mosquito Control Program and implementation of the West Nile Virus Prevention Plan in an amount not to exceed $64,500.00.

The Wyoming Department of Agriculture Emergency Insect Management Program Grant (EIMPA) was approved by the Wyoming Legislature in 2003 and is a 50% matching grant program with the required 50% match coming from the current mosquito control budget of $397,663. The goals of the EIMPA grant are to protect human health and safety, animal health including livestock and wildlife, agriculture and natural resources. All EIMPA grants must be based upon Integrated Pest Management (IPM) programs which use a wide variety of tools and practices to accomplish the goals of the program.

The City of Laramie has requested and received $611,430 in grant funding from EIMPA funding over the past twelve years to supplement the current funding stream for mosquito control operations. No West Nile virus infections have been reported in Albany County since the 2011 season. The 2016 grant request will provide enhanced funding for the following mosquito control operations if approved:

2016 Emergency Insect Management Funding Request

The items requested for funding though this program include:

1. **Personnel –** Grant funding will be used to meet the staffing needs to conduct surveillance of larval and adult mosquitoes, provide in house RAMP testing of adult mosquitoes, collect GIS data

to support WYPDES permitting, and provide larval control throughout the season. Four provisional staff employees will be employed for 4 months from May through August. (1) Entomologist @11.77per hour x 640 +benefits =$8,275; (1) Senior Mosquito Tech @$11.20 per hour x 640 hours +benefits=$7,875; (1) GIS Technician @ $9.66 per hour x 640 hours + benefits =$6,800; (1) Mosquito Technician @ $8.75 x 640 hours + benefits = $6,150

Total personnel grant funding - 4 employees =$29,100

2. **Supplies**- Grant funding will be used to purchase needed supplies to conduct the field and laboratory surveillance for WNv. Consumable supplies include: Dry ice to bait CDC miniature traps; Reagents and test cartridges for the RAMP analyzer to monitor mosquito and corvid samples for early detection of WNV infections. Safety supplies include nitrile gloves, respirators and goggles for technician safety while handling specimens. Dry ice ($5,200) + RAMP cartridges($2,1000) +Supplies ($100)= $7,400

Total surveillance supplies grant funding = $7,400

3. **Aerial application-** Grant funding will be used to provide contract aerial application services for larval control of vector mosquitoes. 1500 acres @ $8.00 =$12,000

Total Aerial application grant funding = $12,000

4. **Materials (Pesticides) -** Grant funding will be used to purchase Permethrin based adulticide for residential fogging (Evolure 4-4 750 gal. x $16 per gal. = $12,000) and (Zenivex E4 20gal. x $81 per gal= $1,700). Funding will also purchase Vectobac Granular larvicide for late season control of *Culex tarsalis* larvae. 1000 lbs x $2.25per lb =$2,250.

Total Chemical grant funding = $16,000

TOTAL REQUESTED FUNDING =$64,500

Legal/Statutory Authority:

Municipal Code: Chapter 13.52 Mosquito Control

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$533,988.00	$4.89 monthly fee x 9,100 x 12months - FY17
Grants for Projects	$64,500.00	2016 EIMPA Grant Request
Loans on Project	$0.00	
Other	$45,000.00	AC Surveillance/AC Weed & Pest Control Dist.
Total	$643,488.00	

EXPENSE

Proposed Project Cost.

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	$397,633.00	Mosquito Control Budget FY16
Less Amount Spent to Date	$162,535.00	
Remainder of Budget	$235,098.00	

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: Todd Feezer, Parks & Recreation Director, tfeezer@cityoflaramie.org
Keith Wardlaw, Crew Supervisor, kwardlaw@cityoflaramie.org

Future dates are subject to change

Work Session	Click here to enter a date.
Advertised	Click here to enter a date.
Public Hearing Held	Click here to enter a date.
Pub. Hearing Advertised	Click here to enter a date.
Introduction/1st Reading	Click here to enter a date.
2nd Reading	Click here to enter a date.
3rd Reading	Click here to enter a date.
	Click here to enter a date.

Attachments: Resolution

RESOLUTION 2016 -____

RESOLUTION IN SUPPORT OF SUBMITTING AN APPLICATION TO THE WYOMING DEPARTMENT OF AGRICULTURE FOR A 2016 EMERGENCY INSECT MANAGEMENT PROGRAM GRANT IN THE AMOUNT OF $64,500 TO SUPPORT THE CITY OF LARAMIE'S MOSQUITO CONTROL PROGRAM AND THE IMPLEMENTATION OF THE CITY OF LARAMIE WEST NILE PREVENTION PLAN

WHEREAS the 2003 Wyoming State Legislature passed the *Emergency Insect Management Program Act* to provide supplemental funding to state agencies and cities, towns, counties, weed and pest districts, and other special districts to help manage emergency outbreaks of insect pests and insect vectors of disease for the protection of human health and safety, animal health including livestock and wildlife, and agriculture and natural resources.

WHEREAS the City of Laramie, through its Mosquito Control Program and its West Nile Prevention Plan, will support the goals of the Emergency Management Program locally;

WHEREAS grant funds are needed for safety supplies; aerial application; surveillance supplies**;** chemicals; and seasonal staff so that the City of Laramie can provide essential mosquito monitoring and control services in the local control area;

WHEREAS funding received through this grant has significantly reduced the risk of mosquito vectored illnesses for Laramie citizens.

WHEREAS matching funds, totaling $64,500, will be provided through the Mosquito Control budget;

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

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

SECTION 2. That the City Council supports the filing of an application to the Wyoming Department of Agriculture for a 2016 Emergency Insect Management Program Grant in an amount not to exceed $64,5000 for the support of the City of Laramie's Mosquito Control Program and implementation of the City of Laramie West Nile Virus Prevention Plan.

PASSED AND APPROVED on this, the 15th day of March, 2016.

_____

David A Paulekus, Mayor and President
of the Laramie City Council, Laramie, WY

ATTEST

_____

Angie Johnson, City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

Agenda Item: Resolution

Title: Resolution for FY 2017 Community Partners Funding Allocation

Recommended Council MOTION:

I move to adopt Resolution No. _____ allocating $282,818 to twenty-two Community Partners agencies in FY 2017 and authorize the Mayor and City Clerk to sign.

Administrative or Policy Goal:
Support for Community Partner agencies

Background:
Presentations from Community Partners were made in a Joint Work Session of the City Council and County Commissioners held on February 23, 2016.

The City Council agreed in a Special Council meeting on March 10, 2016 to allocate $282,818 to Community Partner agencies.

Attached is a Resolution showing allocations from each Council member and the average allocation for each specific agency. The amount allocated will be included in the upcoming biennium budget to properly appropriate these expenses with final budget adoption in June 2016.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

Amount spent to date (To be approved and adopted by Council in June 2016)

Budget	Amount	Funds
Total Budget Allocation	$282,818.00	FY 2017 Budget
Less Amount Spent to Date		
Remainder of Budget	$282,818.00	

Responsible Staff:

Sarah Reese
Dave Derragon

Future dates are subject to change

Work Session	February 23, 2016
Special Council Meeting	**March 10, 2016**

Attachments: Resolution

Resolution 2016 -

Resolution authorizing the award and expenditure of $282,818 to twenty-two local agencies in the amounts listed within this Resolution

FY 2017 Community Partner Funding Worksheet

AGENCY	FY 2016 Funding Awarded	FY 2017 Applicant's Request	D. Paulekas	P. Weaver	K. Hanson	B. Shuster	J. Shumway	V. Henry	J. Vitale	A.Summerville	J. Pearce	FY 2017 Average Amt. Recommended	FY 2017 Funding Awarded
CIVIC & QUASI-GOVERNMENTAL ORGANIZATIONS													
Laramie Plains Civic Center (City only applicant)	$ 12,125.78	$ 10,000.00	-	$ 10,000	$ 9,000	$ 6,000	$ 7,500	$ 9,500	$-	$ 2,000	$ 5,000	$5,444	$5,444
Albany County Public Library (County Funded Department)	$ 11,697.56	$ 30,000.00	$ 12,000	$ 12,000	$ 12,450	$ 10,000	$ 7,500	$ 14,868	$ 7,000	$ 9,000	$ 10,000	$10,535	$10,535
Albany County Public Library Foundation	$ 1,033.33	$ 4,000.00	$ 1,000	$ 800	$ 930	$-	$ 1,000	$ 2,000	$-	$ 500	**$-**	$692	$692
Crime Victim/Witness	$ 9,584.00	$ -	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-
Laramie Regional Airport	$ 96,324.22	$ 119,435.00	$ 88,000	$ 80,000	$ 87,000	$ 100,000	$ 85,000	$ 75,000	$ 95,468	$ 119,435	$ 104,435	$92,704	$92,704
Total for Civic and Quasi-Governmental	**$ 130,764.89**	**$163,435.00**	**$ 101,000**	**$102,800**	**$109,380**	**$116,000**	**$101,000**	**$101,368**	**$102,468**	**$130,935**	**$119,435**	**$109,376**	**$109,376**
RECREATIONAL & CULTURAL ORGANIZATIONS													
Freedom has a Birthday	$ 1,000.00	$ 1,000.00	$ 1,000	$ 1,000	$ 900	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 500	$933	$933
Laramie Plains Museum	$ 5,516.67	$ 4,100.00	$ 4,100	$ 3,000	$ 4,000	$ 3,500	$ 3,000	$ 4,100	$ 4,100	$ 500	$ 2,050	$3,150	$3,150
Railroad Depot	$ 5,414.00	$ 15,000.00	$ 4,000	$ 5,000	$ 4,873	$ 10,000	$ 3,000	$ 8,000	$ 5,400	$ 1,000	$ 5,000	$5,141	$5,141
Laramie Public Art Coalition	$ -	$ 2,500.00	$ 1,800	$ 1,250	$ 1,500	$ 1,000	$ 2,000	$ 2,500	$-	$ 2,500	$ 2,000	$1,617	$1,617
KOCA 93.5 LP- FM	$ 1,611.11	$ -	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-
Lincoln Community Center	$ -	$ 800.00	$ 500	$ 800	$ 800	$ 800	$ 800	$-	$ 800	$ 800	$-	$589	$589
Total for Recreation and Cultural Organizations	**$ 13,541.78**	**$23,400.00**	**$11,400**	**$11,050**	**$12,073**	**$16,300**	**$9,800**	**$15,600**	**$11,300**	**$5,800**	**$9,550**	**$11,430**	**$11,430**
SOCIAL SERVICE ORGANIZATIONS													
United Way of Albany County	$ 864.00	$ -	$-	$-	$-	$-	$-	$-	$-	$-	**$-**	$-	$-
Retired Senior Volunteers	$ 710.44	$ 1,000.00	$ 1,000	$ 700	$ 475	$ 750	$ 500	$ 500	$ 1,000	$ 500	$ 500	$658	$658
Greater WY Big Brothers/Big Sisters	$ 17,233.33	$ 30,000.00	$ 18,000	$ 22,000	$ 15,510	$ 10,000	$ 15,000	$ 20,000	$ 17,500	$ 20,083	$ 17,500	$17,288	$17,288
The Open School	$ -	$ 5,800.00	-	$ 2,000	$ 5,220	$ 3,000	$ 4,018	$-	$-	$-	$-	$1,582	$1,582
CLIMB Wyoming	$ 13,388.89	$ 15,000.00	$ 13,500	$ 14,000	$ 10,000	$ 9,000	$ 10,000	$ 13,000	$ 15,000	$ 15,000	$ 15,000	$12,722	$12,722
Eppson Center for Seniors	$ 34,833.33	$ 50,000.00	$ 34,800	$ 25,000	$ 29,000	$ 35,000	$ 35,000	$ 30,000	$ 40,000	$ 25,000	$ 15,000	$29,867	$29,867
Developmental Preschool and Daycare	$ 7,761.22	$ 7,761.00	$ 7,700	$ 6,000	$ 6,985	$ 5,000	$ 6,000	$ 7,500	$ 5,700	$ 5,000	$ 7,500	$6,376	$6,376
Downtown Clinic	$ 5,000.00	$ 5,000.00	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$5,000	$5,000
Hospice (City only applicant)	$ 6,255.56	$ 7,500.00	$ 7,500	$ 7,000	$ 5,630	$ 4,500	$ 5,000	$ 7,500	$ 5,500	$ 5,000	$ 7,500	$6,126	$6,126
Interfaith Good Samaritan	$ 32,533.11	$ 40,000.00	$ 30,000	$ 32,000	$ 33,530	$ 36,668	$ 40,000	$ 35,000	$ 40,000	$ 25,000	$ 30,000	$33,578	$33,578
Laramie Reproductive Health	$ 3,916.67	$ 4,000.00	$ 3,500	$ 3,500	$ 3,525	$ 2,000	$ 2,000	$ 4,000	$-	$ 4,000	$ 4,000	$2,947	$2,947
Laramie Soup Kitchen	$ 7,933.33	$ 5,350.00	$ 5,350	$ 5,350	$ 4,500	$ 5,350	$ 5,000	$ 5,350	$ 5,350	$ 5,000	$ 5,000	$5,139	$5,139
Laramie Youth Crisis Center	$ 30,211.67	$ 30,000.00	$ 28,000	$ 25,000	$ 25,000	$ 15,000	$ 25,000	$ 19,500	$ 20,000	$ 25,000	$ 25,833	$23,148	$23,148
Red Cross	$ 1,088.89	$ 1,000.00	$ 1,000	$ 750	$ 980	$ 750	$ 1,000	$ 1,000	$-	$ 500	$-	$664	$664
SAFE Project	$ 10,155.56	$ 13,000.00	$ 10,068	$ 10,000	$ 9,140	$ 10,000	$ 10,000	$ 10,000	$ 8,000	$ 10,000	$ 13,000	$10,023	$10,023
Ark Regional Services	$ 6,833.33	$ 10,000.00	$ 5,000	$ 9,000	$ 6,150	$ 7,500	$ 7,500	$ 5,000	$ 5,000	$ 1,000	$ 8,000	$6,017	$6,017
Home on the Range Animal Haven	$ 800.00	$ 2,500.00	$-	$ 1,668	$ 720	$ 1,000	$ 1,000	$ 2,500	$ 1,000	$-	$-	$876	$876
Total for Social Service Organizations	**$ 179,519.33**	**$227,911.00**	**$170,418**	**$168,968**	**$161,365**	**$150,518**	**$172,018**	**$165,850**	**$169,050**	**$146,083**	**$153,833**	**$162,011**	**$162,011**
Total Current Agencies	**$ 323,826.00**	**$414,746.00**	**$282,818**	**$282,818**	**$282,818**	**$282,818**	**$282,818**	**$282,818**	**$282,818**	**$282,818**	**$282,818**	**$282,818**	**$282,818**

NOTE:

FY 2017 Fire in the Sky (recommended)	$5,000
Total with Fire in the Sky	**$287,818**

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 award and expenditure of $282,818 to twenty-two local agencies in the amounts listed within this Resolution.

PASSED, APPROVED, AND ADOPTED THIS 15th day of March 2016.

_____

ATTEST

_____

CITY CLERK

Angie Johnson

_____

MAYOR

David A. Paulekas

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

Agenda Item: Contract

Title: Construction Manager at Risk (CMAR) Contract with Guaranteed Maximum Price (GMP) for Tungsten Heavy Powder and Parts (THPP) Office and Manufacturing Facility (1665 Venture Drive)

Recommended Council MOTION:

I move to approve the CMAR Contract with GMP for construction of the Tungsten Heavy Powder and Parts Office and Manufacturing Building with Sampson Construction Co., Inc. in an amount not to exceed $2,935,924 and authorize the Mayor and City Clerk to sign.

Administrative or Policy Goal:

Support business and economic development in the community.

Background:

During the October 20, 2015 meeting, Council passed Resolution 2015-73 authorizing the submittal of a Business Ready Community application to the Wyoming Business Council to support the construction of a building in the Laramie River Business Park II to support the relocation of Tungsten Heavy Powder and Parts. This request was supported by the Wyoming Business Council Board, and a final funding decision was made by the State Loan and Investment Board during a December, 2015 special meeting.

A Request for Qualifications (RFQ) was advertised on January 12th, and 19th in the Laramie Boomerang. A mandatory pre-submittal meeting was held on January 27th, 2016. 8 firms were in attendance at the meeting.

RFQ written responses were received and distributed to selection committee members on Friday, February 5th. Four responses were received from: Haselden Wyo Constructors, Sampson Construction Co. Inc., Groathouse Construction Inc., and Hensel Phelps. The selection committee met on Tuesday, February 9th to review assessments and organize interviews. Committee members ranked the four proposals based on criteria set forth in the RFQ document. The committee decided that the top three submitting firms would be asked to interview. This method of ranking provides that the lowest score is desired; the proposal ranking produced the following numbers:

1. Groathouse: 9.5
2. Haselden: 15
3. Sampson: 15.5
4. Hensel Phelps: 20 – did not get asked to interview.

Interviews were conducted on Tuesday, February 16th. The same ranking methodology was used based on RFQ criteria. The interview ranking produced the following numbers:

1. Sampson: 10
2. Haselden: 14
3. Groathouse: 24

The contractor selection recommendation is based on the aggregate proposal + interview scores which are as follows:

1. Sampson: 25.5
2. Haselden: 29
3. Groathouse: 33.5

The Request for Qualifications is designed to select the best overall contractor as determined by the committee through the scoring process. The process is not driven by fees, but rather overall qualifications to complete the project scope through multiple criteria and ranking. Based on the final score, Sampson Construction Co., Inc. is recommended as the Construction Manager at Risk (CMAR) for this project. At this time the construction contract is recommended for approval.

Legal/Statutory Authority:

Public improvements projects such as this are authorized under Wyoming Statutes.

BUDGET/FISCAL INFORMATION:

This project has 100% revenue offset for the City of Laramie. Revenue for building construction comes from a Wyoming Business Council, Business Committed grant. The building tenant (THPP) will provide a $225,000 cash match. THPP contracted directly with an Architect for design, engineering, and testing. The fee for the design/engineering/testing services paid by THPP is being recognized as a part of their required cash match by the Wyoming Business Council. The Laramie Chamber Business Alliance has contributed the property for the building, (valued at $910,000), as an in-kind match for the project.

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	$2,935,924.00	Wyoming Business Council Business Committed
Loans on Project		
Other		
Total	$2,935,924.00	

EXPENSE

Proposed Project Cost.

Project Budget		Amount	Funds
Project Cost		$2,789,128.00	Pre-construction, Design, Engineering, Testing
Loans on Project			
Grants for Project			
Other/Outside Projects			
City's Amount		$0.00	
Contingency	5%	$146,796.00	
Total Amount		$2,935,924.00	

Responsible Staff:

Sam Farstad 721-5361

Attachments: Contract A102, A201, Exhibit A to A102, and GMP Schedule of Values

DRAFT

AIA® Document A102™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fifteenth day of March in the year Two Thousand Sixteen.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Laramie, Wyoming
P.O. Box C
Laramie, Wyoming 82073

and the Contractor:
(Name, legal status, address and other information)

Sampson Construction Co., Inc.
2701 Westland Court, Suite A
Cheyenne, Wyoming 82073

for the following Project:
(Name, location and detailed description)

«Tungsten Parts Wyoming, Inc. Manufacturing Facility»
« »
« »

The Architect:
(Name, legal status, address and other information)

Owner has not retained an Architect on this Project. All references in the Contract Documents to the Architect shall be interpreted as references to the Owner or to someone for whom the Owner is responsible.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (859264615)

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

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User Notes: (859264615)

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

«The date of commencement will be fixed in a notice to proceed issued by the Owner.»

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «two hundred sixty» («260 ») days from the date of commencement provided that Contractor receives 100% Construction Documents on or before March 25, 2016,
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion date

subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time, or for bonus payments for early completion of the Work.)

« »

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee and lump sum general conditions:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

See Exhibit A.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

In the case of additive change orders, six percent (6%) of the value of the change.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See Exhibit A.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

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User Notes: (859264615)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 5.2 GUARANTEED MAXIMUM PRICE

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed «Two Million Nine Hundred Thirty Five Thousand Nine Hundred Twenty Four Dollars» ($2,935,924.00), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

« »

§ 5.2.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

§ 5.2.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ 5.2.5 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 COST OF THE WORK

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7, Exhibit A, and in section 15.6.1, below.

§ 7.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

§ 7.2 LABOR COSTS

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 15, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 7.3 SUBCONTRACT COSTS

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ 7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ 7.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

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§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 MISCELLANEOUS COSTS

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 7.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 OTHER COSTS AND EMERGENCIES

§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a

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specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 RELATED PARTY TRANSACTIONS

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2. or as may be provided in Article 15;
- **.2** Expenses of the Contractor's principal office and offices other than the site office;
- **.3** Overhead and general expenses, except as may be expressly included in Article 7;
- **.4** The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- **.5** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- **.6** Any cost not specifically and expressly described in Article 7; and
- **.7** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 When a specific bidder (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may

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require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 PROGRESS PAYMENTS

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

« »

§ 12.1.3 Provided that the Owner receives an application for payment by the 10th of the current month for work performed in the previous month, Contractor will receive payment no later than the 10th day of the following month. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Contractor's Fee, less retainage of «ten » percent («10 » %).The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of «ten » percent («10 » %) from that portion of the Work that the Contractor self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 12.1.8 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 FINAL PAYMENT

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment;

.3 a final Certificate for Payment has been issued by the Architect; and

.4 the same becomes due pursuant to Wyo. Stat. Ann. §§ 16-6-116, and 16-6-117.

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by

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the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 INITIAL DECISION MAKER [intentionally omitted]

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« »
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§ 13.2 BINDING DISPUTE RESOLUTION

The Owner and Contractor acknowledge and agree that the construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming and the Courts of Wyoming shall have exclusive jurisdiction over this Agreement, with the exclusive venue to be in the Second Judicial District, Albany County, Wyoming. For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[«X»] Litigation in a Wyoming state court of competent jurisdiction in the Second Judicial District, Albany County.

[« »] Other *(Specify)*

« »

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 14.2 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2007, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201–2007 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner.

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§ 14.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.4 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.1 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

§ 15.3 The Owner's representative:
(Name, address and other information)

Sam Farstad
City of Laramie, Administrative Analyst
P.O. Box C
Laramie, WY 82073

§ 15.4 The Contractor's representative:
(Name, address and other information)

Thad Lienemann
Sampson Construction Co., Inc.
2701 Westland Court, Suite A
Cheyenne, Wyoming 82001

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 15.6 Other provisions:

«**§ 15.6.1** The following are to be included as "Cost of the Work" whether on site or at the Contractor's home office: General Conditions including (1) project management and administration; (2) safety and administration; (3) printing, telephone and postage; (4) scheduling and procurement.

§ 15.6.2 Mold Disclaimer: Owner hereby expressly assumes the risk of all damages or injuries to person or property caused by mold or mold-related issues arising out of the work. Further, Owner hereby releases Contractor from any and all claims, losses, damages, risk and causes of action, whether currently known or unknown, for any damages or injuries either to property or persons, caused or alleged to have been caused, by mold or mold-related issues.

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§ 15.6.3 The Owner, after having been fully informed and after having consulted with counsel, has decided not to retain an Architect to provide the services, duties, and responsibilities normally performed by Architects on projects of a similar size and scope ("Design Services"). The Owner understands the risks associated with not retaining an architect to perform Design Services on the Project; such risks include but are not limited to delays in construction and the failure to achieve the timely completion of the Project. The Owner shall indemnify, hold harmless and defend Construction Manager from and against all claims, suits, investigations, causes of action, losses, penalties, damages, and expenses arising out of, caused by, or related to the absence of an architect performing Design Services on the Project. The Owner expressly waives any delay claims against Construction Manager that could have been avoided or minimized by the use of an architect to perform Design Services on the Project.
15.6.4 It is expressly understood that Construction Manager will not be performing any Design Services in connection with the Project. »

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 16.1.1 The Agreement is this executed AIA Document A102–2007, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
SOV for GMP			

§ 16.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
« We'll need to include the date and % CD complete from Plan One »

Section	Title	Date	Pages

§ 16.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
«We'll need to include the date and % CD complete from Plan One »

Number	Title	Date

§ 16.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

§ 16.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

«N/A»

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid,

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Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«Exhibit A, *Fee/Overhead and General Conditions Matrix* which is attached hereto and incorporated here by this reference as if fully set forth herein. In the event of a conflict or ambiguity between Exhibit A and Article 7, above, the terms of Exhibit A shall prevail and control.»

ARTICLE 17 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)
Performance and Payment bond	Full contract amount and scope
Commercial General Liability Insurance	As required by State of Wyo Statutes
Workers Compensation Insurance	As required by State of Wyo Statutes

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	Thad Lienemann, Vice President
(Printed name and title)	*(Printed name and title)*

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DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
«Tungsten Parts Wyoming, Inc. Manufacturing Facility»
« »

THE OWNER:
(Name, legal status and address)
City of Laramie, Wyoming
P.O. Box C
Laramie, Wyoming 82073

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable 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 by the negligent acts or omissions of the Contractor, a Subcontractor, 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. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 An architect shall be retained who is lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, a successor architect shall be employed as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.10 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an

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amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- **.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- **.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- **.5** Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims,

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security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after

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payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable,

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and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

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§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents

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may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional

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days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30

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days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the

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parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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Exhibit A

Fee/Overhead and General Conditions Matrix

CMAR Preconstruction Services Fee	Included
CMAR Fixed Fee	$175,620
General Conditions Fixed Fee	$223,447
Architectural/Engineering	By Others

COST ITEM	Included in Fee & Overhead	General Conditions	Cost of the work	Paid by OWNER
OVERHEAD & PROFIT				
Project specific office support personnel		X		
All other office support personnel	X			
Overhead & general expenses at contractor's principal office	X			
Contractor's capital expense	X			
Profit	X			
SUPERVISION/ADMINISTRATION				
Supervision				
Superintendent, on-site full-time		X		
Testing				
Soils Testing			X	
Asphalt Testing			X	
Concrete Testing			X	
Steel Testing			X	
All Other Testing				X
Administration				
Project Executives	X			
Project Management		X		
Shop Drawings and Contract Admin.		X		
Estimating		X		
Scheduling		X		
Quality Control Reviews		X		
Drawing Reproduction			X	
Computer (on-site only)		X		
Telecopier (on-site only)		X		
Postage			X	
Submittal Exchange			X	
TEMPORARY FACILITIES				
Contractor's Field Office		X		
Project Fence			X	
Temporary Walkways			X	
Temporary Roads & Parking			X	

COST ITEM	Included in Fee & Overhead	General Conditions	Cost of the work	Paid by OWNER
Water, Ice, Cups, Coolers		X		
Toilets		X		
Hoisting			X	
Small Tool Expense			X	
Layout and Surveys				
Building Layout			X	
Partition Layout			X	
Sitework Layout			X	
Safety				
Safety Inspections		X		
Barricades			X	
Temporary Guardrails			X	
Fire Extinguishers		X	X	
First Aid Kits		X		
Clean-Up				
Dumpster Rental			X	
Construction Clean Up			X	
Final Clean Up			X	
Window Cleaning			X	
TEMPORARY UTILITIES				
Telephone Expense		X		
Temporary Water Usage			X	
Temporary Gas Usage			X	
Temporary Electrical Service			X	
Temporary Electricity Usage			X	
Temporary Heat			X	
Temporary Heating Equipment			X	
PERMITS, BONDS, INSURANCE				
Subcontractor Bonds			X	
Contractor's License	X			
Builder's Risk			X	
Performance & Payment Bonds			X	
Building Permit			X	
SWPPP Permit			X	
Utility Tap Fee's, Development Fee's				X

Division	Description	Cost	
	CONSTRUCTION COSTS	Detail	Div. Subtotal
2	SITEWORK		$304,550
	A. Earthwork	$87,800	
	B. Concrete sidewalks	$15,340	
	C. Asphalt paving	$139,538	
	D. Landscaping & turf	$61,872	
3	CONCRETE		$250,370
	A. Footings	$54,963	
	B. Cast-in-place walls	$66,300	
	C. Slabs	$129,106	
	D. Structural precast	$0	
4	MASONRY		$43,510
	A. Concrete masonry units	$0	
	B. Stone veneer allowance	$34,500	
	C. Arch. precast allowance	$9,010	
5	METALS		$71,900
	A. Structural steel	$29,000	
	B. Misc. steel	$42,900	
6	WOOD & PLASTICS		$85,536
	A. Rough carpentry	$60,561	
	B. Millwork & finish carpentry	$24,975	
7	THERMAL/MOISTURE PROTECTION		$170,666
	A. Roofing	$72,402	
	B. Metal wall panels	$62,925	
	C. Caulking, waterproofing, barriers	$35,339	
8	DOORS & WINDOWS		$128,662
	A. Hollow metal/doors/hardware	$46,125	
	B. Alum. & glass	$63,591	
	C. Skylites	$0	
	D. Sectional & coiling doors	$18,946	
9	FINISHES		$324,718
	A. Metal studs & drywall	$248,676	
	B. Stucco/EIFS	$0	
	C. Acoustic wall & ceilings	$13,230	
	D. Flooring & base allowance	$46,209	
	E. Painting	$16,603	
10	SPECIALTIES		$12,030
11	EQUIPMENT		$2,250
12	FURNISHINGS		$0
13	SPECIAL CONSTRUCTION		$340,482
15	MECHANICAL		$225,932
	A. Utilities	$48,457	
	B. Mechanical Systems	$130,975	
	C. Fire Protection	$46,500	
16	ELECTRICAL		$232,500
	A. Electrical allowance	$232,500	
	Site Support		$184,257
	Subtotal		$2,377,364
	CMAR Fixed Fee		Inc.
	General Conditions Fixed Fee		Inc.
	CM Contingency	5%	Inc.
	Permits & plan review fee		Inc.
	Bond		Inc.
	Builders risk insurance		Inc.
	PROJECT TOTAL		$2,935,924

General Notes:

Division 2:

1) Site Fill materials are based on regional clay soils imported to site. No structural granular fill materials included.
2) We have excluded overexcavation of unsuitable soils.
3) Geotechnical soils report or findings are not included.
4) We have figured manual sliding gates in lieu of motorized gates.

Division 4:

1) We have included a $50 SF allowance for manufactured stone veneer at exterior.
2) We have included a $85 LF allowance for architectural precast.

Division 5 1) structural steel only includes metal pan stairs and exterior front canopy only
2) complete office structure to include Cold formed metal bearing studs engineered by Project One
floor trusses to consist of open web wood floor joist and wood sub floor, roof rafters will also consist of cold formed metal

Division 6:

1) We have included full height plywood at interior wall of Room 114 Ball Grinding. Rhino linig by others.
3) We have included solid surface countertops in kitchen, breakroom, and conference room casework.

Division 7:

1) We have figured composite metal wall panels at stair tower and columns.
2) We have figured a standard Berridge panel at second floor office wall panels.
3) We have included bituminous dampproofing at all below grade foundations.

Division 8:

1) We have included manual only sliding doors at rooms 114 & 117.

Division 9:

1) All flooring and base are allowances as follows:

- Carpet	$10,913
- Walk off carpet	$603
- Ceramic Floor Tile	$3,270
- Stair Treads	$1,700
- Ceramic wainscot	$11,760
- Ceramic base	$1,344
- Vinyl base	$2,193
- Concrete sealer	$14,426
	$46,209

Division 10:

1) We have included a $6,000 allowance for signage.

Division 11:

1) We have included a $2,250 allowance for kitchen appliances

Division 12:

1) We have not included window coverings. To be provided by owner

Division 13:

1) We have included a PEMB 150' x 80' with standard metal building panels and R32 insulation system for roof.
2) We have not included any future expasnion areas in this estimate.

Division 15:

we have included a $8.45 SF Allowance for HVAC and Plumbing and have also included a $48,457.00 allowance for site utilities
1) No fire booster pump has been figured. Assume adequate pressure for fire suppression system.
2) We have excluded all utility service hook up fees and all tap fees.
3) We have assumed a gas fired unit for heating and cooling of office area.
4) We have assumed gas fired make-up air units for ventilation and overhead gas fire radiant heaters for the production area.
5) We have assumed no cooling for the production area.

Division 16:

1) We have included a $15 SF allowance for electrical.
2) We have assumed the generator will be provided by others.

Drawings include in RFP from Plan 1 Architects sheet T.1.1 dated 11-17-15 / sheet S1 2of X dated 1-4-16 sheet A1.1 dated 11-17-15
Sheet A3.1 Dated 11-17-15, sheet A 3.2 Dated 11-17-15, sheet A3.3 Dated 11-17-15, sheet A4.1 dated 11-17-15
sheet A5.1 dated 11-17-15, and A11.1 Dated 11-17-15.

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

LARAMIE 1868	**Agenda Item: Contract** **Title: Approval of a Professional Services Agreement for the Engineering Design Manual**

Recommended Council MOTION:

I move to approve a Professional Services Agreement with Trihydro Corporation to complete an Engineering Design Manual in the total amount not to exceed $122,277.00 and authorize the Mayor and City Clerk to sign.

Administrative or Policy Goal:

The Engineering Design Manual will create criteria for engineering design in the development and construction processes.

Background:

The City's Unified Development Code (UDC) was adopted in July of 2010. An Engineering Design Manual was identified as a critical component to be used in conjunction with the UDC.

The Engineering Design Manual will create criteria for engineering design in the development and construction processes. The manual shall encompass all engineering design criteria that are encountered within a project for the City of Laramie. This manual shall inform engineers of what is expected to complete a design while giving the City a standard to perform reviews.

In January of 2016, staff solicited a RFQ for an Engineering Design Manual. On February 5, 2016, proposals were received from six (6) consultants in accordance with the RFQ that was advertised. A committee of five staff members from the Community Development 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 Trihydro scored the highest overall by staff. Staff therefore recommends approval of the professional service contract with Trihydro.

It should be noted that the original budget for this project was $100,000. $20,920 will be transferred from the underrun of the Pavement Study Addendum. $1,449 will be transferred from the underrun of the City Wide Speed Study. These two transfers will be handled through an administrative amendment. This transfer will allocate $122,369 for the project which will cover the $122,277 required for the Engineering Design Manual.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

REVENUE

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

EXPENSE

Proposed Project Cost.

Project Budget		Amount	Funds
Project Cost		$122,277.00	Capital 100-4015-429-7910
City's Amount			
Contingency	0%		
Total Amount		$122,277.00	Capital 100-4015-429-7910

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation		
Less Amount Spent to Date		
Remainder of Budget		

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:

Eric Jaap, City Engineer
Randy Hunt, Community Development Director

Attachments:
Contract/ Scope of Services

Future dates are subject to change

Work Session	
Advertised	
Public Hearing Held	
Pub. Hearing Advertised	
Introduction/1st Reading	March 15, 2016
2nd Reading	
3rd Reading	

1.0 Project Scope and Scope Alterations

Our approach has been developed to guide completion of this project in an organized and logical manner. We understand this is a large undertaking that can be overwhelming when viewed as a whole, so we have taken steps to divide this project into smaller, manageable tasks. We believe this approach will focus attention and promote productive interaction and feedback from the many stakeholders who will make this a successful project. We have used the approach described below on similar large documents (i.e. master plans) that include multiple parties and multiple reviews, and have had great success.

As discussed previously, Trihydro believes the "one-team approach" is key to a successful project. The kick-off meeting will be a key component of this project for Trihydro to understand the concerns and visions for the future of the various departments that will be involved with the EDM development. The kick-off meeting will provide the basis of project understanding for the full project team and the path forward to complete the project successfully.

There is a lot of background information to be reviewed for this project. The City has various components of the EDM in different documents and standards. Trihydro's PM will assign discipline leads (i.e transportation, infrastructure, subdivisions and planning, etc) to perform research of the various City and state regulations and standards for inclusion in the EDM. Our team members will also review standards from other cities and states which may supplement the materials the City has currently developed and uses. The discipline leads will compile information into an outline which will be reviewed and revised with the City as the 10% submittal. Trihydro will compile comments received from the City and begin expanding the various sections of the EDM. Information will be prepared in the form of technical memorandums for City review and comment. Our teaming partners, HDR and DOWL, will also provide input for each discipline to avoid having tunnel vision throughout the project.

Trihydro will provide a list of questions and discussion items with each submittal to the City for consideration to achieve the schedule. This will help provide direction as we move forward with the project, and it will prompt discussion items during the review meetings. Trihydro will prepare an agenda prior to each review meeting, and will coordinate with the City determining specific meeting discussion items. We see the review meetings including multiple parties, so time slots will be assigned to the various subjects and City staff can determine which portions they need to/would like to be involved. Following the meeting, action items will be prepared with specific deadlines, and meeting minutes will be distributed for review and comment.

Our approach also includes development and refinement of checklists to help the City conduct plan reviews efficiently and consistently, for private and public developments. These tools help communicate requirements and expectations, promote design and construction consistency, and will save the City time while performing reviews.

We understand that engineering manuals have previously been developed for other communities in the State of Wyoming and the surrounding Rocky Mountain Region, but it will be critical that the design standards included in the City's EDM are specific to Laramie and address the City's unique goals and vision.

The following sections provide task-specific details and highlight the assumptions that have been incorporated into our proposed scope of work, descriptions of our approach to each task, and descriptions of proposed deliverables for each task.

1.1 TASK 1: PROJECT MANAGEMENT AND COORDINATION

Trihydro's project manager will be responsible for day-to-day activities and keeping the City updated of timelines and concerns that need to be addressed throughout the project. Trihydro will serve as a partner of the City in completing this important project.

The kick-off meeting may be the most important meeting of the project. Trihydro will facilitate the meeting to gather input and tighten the scope of services and desired results and vision. A representative from our teaming partners, HDR and DOWL, will provide input. Trihydro will update scope and schedule as needed following the meeting, and distribute notes to the project team.

Details/Assumptions/Approach:

- Conduct one (1) project meeting with HDR and DOWL to discuss initial project concepts in preparation for the project kick-off meeting with the City.
- Attend one (1) project kick-off meeting with the City to review the project scope and initial project concepts.
- Attend bi-weekly progress meetings with City staff throughout the duration of the project.
- Bi-weekly meetings will be combined with review meetings when possible.
- Provide weekly project update emails to City staff including work completed, tasks for the following week, action items, questions, and deadlines.
- Review the project budget.
- Review project billings and prepare progress reports including documenting problems if encountered on the project.

Deliverables:

- Provide meeting minutes from kick-off meeting and bi-weekly meetings.
- Progress reports.

1.2 TASK 2: RESEARCH AND DOCUMENT OUTLINE PREPARATION

The research and document outline task will provide the basis for moving forward to project completion. The City has a number of documents that include information to be compiled in the EDM, so it will be important to review each of these documents to determine the information to include, as well as determine information that may need to be updated to meet the City's vision.

Trihydro will assign a discipline lead who is most qualified in the particular subjects like subdivisions, infrastructure, transportation, etc. The discipline leads will review the various documents that they've been assigned and compile information to be included in the document outline, working closely with the project manager to oversee and provide a cohesive document. The outline will describe the EDM organization and

standards to be included, permit submittal processes, review processes and timelines, and additional information the City deems relevant. The specific assumptions for this task are presented in detail below.

1.2.1 TASK 2A: RESEARCH

This task is to identify the various background documents the City currently uses, and review information presented in the documents. Trihydro will work with the City to gather current standards, codes, applications, and permit requirements.

<u>Details/Assumptions/Approach:</u>

- Collect and review existing background documents which currently guide engineering design in the City, including but not limited to:
  1. City Municipal Code
  2. UDC
  3. Wyoming Public Works Standard Specifications (WPWSS) 2001 and 2015 versions
  4. City Standard Details
  5. City Supplemental Specifications
  6. City Pavement Design Manual
  7. WDEQ Rules and Regulations
  8. Historical City draft design standards
  9. City Code Administration Division Informational Bulletins
  10. City Subdivision Requirements
  11. City Development Applications
  12. Casper Aquifer Protection Plan

- Collect and review other local, state, and regional regulations
  1. Americans with Disabilities Act guidelines
  2. Federal Highway Association guidelines
  3. American Association of State Highway and Transportation Officials guidelines
  4. WYDOT standard specifications and details
  5. 2015 Engineer's Joint Contract Document Committee updates
  6. International Building Code, Fire Code, Plumbing Code
  7. EPA
  8. Clean Water Act
  9. NEPA and USACE requirements
  10. Various local and state manuals which team members are familiar and deem appropriate to discuss for this project

We understand the WPWSS have recently been updated in 2015, and the current City documents are based on the 2001 WPWSS. Trihydro will review the updated specifications and details and provide recommendations

to the City for updates to current supplemental specifications and standard details for review by Engineering, the City Attorney, and WDEQ.

1.2.2 TASK 2B: DOCUMENT OUTLINE PREPARATION

Trihydro discipline leads will compile the information gathered during the review process and prepare an outline to guide EDM preparation. Trihydro and the City will review the outline during the 10% submittal meeting, and an updated outline will be distributed to the project team prior to beginning compilation of the various sections. Specific tasks are included below.

Details/Assumptions/Approach:

- Identify deficiencies in the City Municipal Code, UDC, City development applications, and the City subdivision requirements.
- Identify whether deficiencies in the City Municipal Code and UDC should be corrected by inclusion in the EDM or whether updates to the City's existing codes are recommended.
- Prepare an outline of the EDM. The outline will consider the following items:

  1. EDM use in conjunction with existing City documents – Trihydro will evaluate the various EDM components and organization. Trihydro will also evaluate the benefits of an IT component for the EDM and how this might streamline permitting and reviews and provide recommendations.
  2. Deficiencies noted in development applications and subdivision requirements – Trihydro will include a timeline for implementing updates to development applications and subdivision requirements to the EDM and current applications.
  3. Other local, state, and regional regulations – A summary of additional regulations for consideration during individual projects will be provided.
  4. Techniques that may be employed in document production to allow for future updates – Trihydro will work with the City to determine how updates will be distributed. An IT component may be beneficial for this item distributing updates to current document holders.
  5. Internal processes to be used to streamline and standardize the City's review process – Trihydro will work with the various City departments to determine a process that works well for all parties.
  6. The sub-tasks noted for development in Task 3 below.
- Prepare a separate technical memorandum documenting recommended changes and/or deficiencies in the City's municipal code and UDC, or other findings from the Research task that do not warrant inclusion in the EDM outline.
- Incorporate project team sub-consultants for input and review of deliverables.
- Provide internal QA/QC review.
- Conduct 10% review meeting with the City.

Deliverables:

- 10% submittal package including EDM outline and technical memorandum to document recommended changes and/or deficiencies to existing City documents.
- 10% submittal package will be provided electronically.

- Meeting minutes from the 10% City review meeting will be prepared and distributed to the City.

1.3 TASK 3: ENGINEERING DESIGN MANUAL DEVELOPMENT

As described above, we propose an incremental approach to development of the EDM, through the use of technical memorandums addressing each sub-task listed below. We believe that presenting smaller amounts of information will focus attention and help promote productive feedback and collaboration with the City, allowing us to better incorporate the City's vision. We believe this will provide a structure that will assist with efficiency and quality of document reviews throughout the EDM's development. Trihydro proposes compiling the separate technical memorandums into the complete document following the 50% submittal and review meeting. This will allow the comments to be included in each section, and the City will see the full document coming to fruition with the 90% submittal.

Trihydro proposes including an evaluation of how to incorporate IT components into the project. Trihydro has worked with several companies developing tracking programs that allow users to note when applications have been submitted, who in the City is reviewing, dates of comments, and when a permit is issued.

<u>Details/Assumptions/Approach:</u>

- Incorporate comments received during the 10% review meeting with the City into further development of the EDM during this task.
- Prepare technical memorandums for each sub-task listed below for City review at the 50% project stage.
- Conduct 50% review meeting(s) with the City.
- Incorporate comments received during the 50% review meeting(s), and incorporate technical memorandums into one document at the 90% project stage.
- Conduct 90% review meeting(s) with the City.
- Incorporate comments received during the 90% review meeting with the City to prepare documents for public comment and potentially submit to WDEQ.
- Submit draft EDM to WDEQ, Water Quality Division, for review against the Water Quality Rules and Regulations.

<u>Deliverables:</u>

- 50% and 90% submittals to include four separate technical memorandums.
- 50% and 90% submittals will be provided electronically.
- 90% submittal will also include full draft of EDM.
- Meeting minutes from the 50% and 90% City review meetings will be prepared and distributed to the City.

1.3.1 TASK 3A: ENGINEERING DESIGN CRITERIA

Consistency is a critical component in providing an efficient process for the City. Trihydro will work with the City to review existing guidelines and determine updates that will be incorporated into the EDM, as well as how the EDM will interact with current City standards. A complete set of standards will allow the City to provide one guidance document to engineers and contractors for expectations during project development

and design. Trihydro proposes coordinating with WDEQ during this process to determine if they will require reviews of the proposed engineering design criteria.

Details/Assumptions/Approach:

- Develop draft engineering design guidelines for civil engineering work, including the following disciplines:
  1. Street Design
  2. Bike Paths
  3. Water Lines
  4. Sanitary Sewer Lines
- Laramie's unique physical characteristics will be considered while developing design guidelines, such as soil conditions, aquifer protection, and existing floodplains.
- Engineering design guidelines will incorporate WDEQ requirements, and other local, state, and regional regulations.
- Coordinate with WDEQ to determine review requirements.
- Preparation of design criteria will consider both private development and public works projects.
- Stormwater guidelines will not be included in the EDM.
- City standards (details, specifications, and front-end documents) will be reviewed and recommendations provided, but revisions are not included in this scope.

1.3.2 TASK 3B: DEVELOPMENT APPLICATIONS

Growth projections show Laramie will continue to grow. A well thought-out and clear process for developers and engineers planning to build in the City will provide efficiency for the City and developers to address development projects. Trihydro will review the current application, checklists, and processes; determine if updates are needed; and work with the City on best approach to present information in the EDM.

Details/Assumptions/Approach:

- Identify deficiencies with the engineering requirements included in the City development applications.
- Correct and incorporate changes into the EDM.
- Evaluate and recommend revisions to the applications, including checklists.
- Evaluate IT benefit to application submittal and review tracking process.

1.3.3 TASK 3C: PLAN STANDARDS

Trihydro understands the importance of plan standards. We have a CADD Standards Committee that works to provide consistency on documents for our company. Trihydro will work with the City to identify the minimum information requirements to include in a plan set, including certification (engineer and surveyor) requirements. Also, creating standard line types, font sizes, title block information, etc. will provide minimum standards to engineers during document preparation, and will provide the City consistency in plan reviews.

Details/Assumptions/Approach:

- Develop draft plan standards and requirements for plans submitted to the City for development and City projects standardizing civil plan sets, including the following:
    1. Identification of elements to be included in a plan set, such as City standards, WPWSS, and EDM standards.
    2. Concise requirements of geometric dimensions and appurtenant specific details such as minimum widths of streets, sidewalks, bike lanes, etc. and fire hydrant, water and sewer pipeline material, etc.
- Professional engineer certification requirements.
- Standard sheet set-up, including preferred sheet size, title block requirements, font types, etc.
- Develop a plan review checklist incorporating the developed standards to be used by all reviewers.

1.3.4 TASK 3D: PLAT STANDARDS

The process of working through the preliminary plat and final plat stages can be lengthy and confusing. Trihydro and the City will work to identify a clear and concise process that identifies information to be included with each submittal, engineering and surveying requirements, and review timelines that developers and engineers can easily follow. We understand the City currently uses checklists for this process, therefore we will evaluate if the checklists should be updated, or if there is the potential to incorporate an IT component to assist with tracking the project from the submittal date to approval.

Details/Assumptions/Approach:

- Develop a draft preliminary and final plat standard standardizing plat submittals to the City, including the following:
    1. Identification of surveying and engineering elements required for a preliminary and final plat.
    2. Identification of necessary plat information, including a standard for certifications, signatures and survey requirements.
- Develop a draft lot line adjustment, lot consolidation, and re-plat standard, including the following:
    1. Identification of engineering elements required for a lot line adjustments, lot consolidations, and re-plats.
    2. Identification of necessary plat information, including signatures and survey requirements.
- Consider existing City information, including checklists, on applications and submittals for preliminary and final plats, and lot line adjustments, lot consolidations, and re-plats.

1.4 TASK 4: PUBLIC OUTREACH

Trihydro has extensive experience presenting and communicating information during public meetings. This will be an important task for the City to gain input from the public, including developers, engineers, and contractors that live and work within the community. Trihydro will prepare visual aids and handouts to present the information to the public. Comments from the public will be summarized and presented to the City for consideration of inclusion into the final document.

Details/Assumptions/Approach:

- Conduct a public meeting open to consultants, contractors, developers, and the general public, including:
  1. Prepare sign-up sheet and comment form for public response.
  2. Prepare meeting handouts.
  3. Provide written record of the recommendations and comments provided during the meeting.
- Conduct a meeting with City staff following the public meeting discussing comments received.

Deliverables:

- Public meeting sign-in sheet and comment forms.
- Public meeting handouts.
- Memorandum documenting recommendations and comments received during the public meeting.
- Meeting minutes from City review meeting to discuss comments received during the public meeting.

1.5 TASK 5: FINAL DOCUMENT PREPARATION

Final document preparation will be the last step to implement this important City document. City departments will be provided a full EDM document for review and approval prior to finalizing the document.

Details/Assumptions/Approach:

- Incorporate comments and revisions resulting from public meeting feedback.
- Finalize full EDM document for the 95% submittal to the City.
- Conduct 95% review meeting with the City.
- Incorporate comments received during the 95% review meeting.
- Prepare and submit the Final EDM to the City for the 100% submittal.

Deliverables:

- 95% submittal will be provided electronically.
- Meeting minutes from the 95% City review meeting will be prepared and distributed to the City.
- A searchable PDF and Microsoft Word document of the Final EDM will be provided.

2.0 Schedule

The proposed project schedule (Table 5-1) provides a bar graph to depict the duration of major project tasks, from notice of award issued one week after execution of contract (March 8, 2016) through final submittal of the EDM on September 30, 2016. As evident from the bar graph, we have allocated the majority of the project schedule for the EDM development (Task 3). We believe the proposed schedule is aggressive to meet the City's deadline; however, we have the staff and resources available to achieve incremental project submittal dates maintaining the final deliverable date. We have prepared the schedule assuming City review comments will be completed and available for discussion during the follow-up design review meeting two weeks after submittal date. We plan to discuss the proposed schedule during the project kick-off meeting, and evaluate whether any other efficiencies may be identified, and communicate City expectations regarding the project schedule.

The schedule has also been prepared considering potential review by the WDEQ. We propose notifying WDEQ early in the project and submitting the EDM to the WDEQ once the City's 90% review comments have been incorporated. This will allow for the WDEQ's review while the Public Outreach task is occurring. The schedule assumes the WDEQ is allocated up to 4 weeks to complete their review and provide comments, maintaining the schedule for the 95% and 100% submittals.

		Trihydro Corporation									Expenses Direct Reimbursables			
		Project Principal	Professional Level 9	Professional Level 8	Professional Level 7	Professional Level 6	Professional Level 5	Technical Level 4	Administrative 2	**Labor Subtotal**		Subcontracts (Labor, Equipment and Services)	**Expenses Subtotal**	**Task Total**
TASK	**DESCRIPTION**	$180	$150	$138	$125	$114	$102	$76	$55			Cost + 10%		
Task 1	**Project Management and Coordination**													
Task 1	Project Management and Coordination	2	6		50	2	36		2	$11,520		$1,000	$1,000	**$12,520**
	Phase I Subtotal (hours)	**2**	**6**	**0**	**50**	**2**	**36**	**0**	**2**	**98**	**Cost**	**$1,000**	**$1,000**	**- -**
	Phase I Subtotal ($)	**$360**	**$900**	**$0**	**$6,250**	**$228**	**$3,672**	**$0**	**$110**	**$11,520**	**Subtotal**	**$1,100**	**$1,100**	**$12,620**
Task 2	**Research and Document Outline Preparation**													
Task 2A	Research		4		12	12	60			$9,588		$2,500	$2,500	**$12,088**
Task 2B	Document Outline Preparation	1	2	2	10	6	40		1	$6,825		$4,000	$4,000	**$10,825**
	Phase II Subtotal (hours)	**1**	**6**	**2**	**22**	**18**	**100**	**0**	**1**	**150**	**Cost**	**$6,500**	**$6,500**	**- -**
	Phase II Subtotal ($)	**$180**	**$900**	**$276**	**$2,750**	**$2,052**	**$10,200**	**$0**	**$55**	**$16,413**	**Subtotal**	**$7,150**	**$7,150**	**$23,563**
Task 3	**Engineering Design Manual Development**													
Task 3A	Engineering Design Criteria	1	8		24	12	112	8	2	$17,890		$4,000	$4,000	**$21,890**
Task 3B	Development Applications	1	4		8	2	40	4	2	$6,502		$2,000	$2,000	**$8,502**
Task 3C	Plan Standards	1	2		8	2	40	8	2	$6,506		$1,500	$1,500	**$8,006**
Task 3D	Plat Standards	1	2		8	40	24	8	2	$9,206		$2,000	$2,000	**$11,206**
	Phase III Subtotal (hours)	**5**	**18**	**0**	**64**	**96**	**242**	**28**	**10**	**463**	**Cost**	**$9,500**	**$9,500**	**- -**
	Phase III Subtotal ($)	**$900**	**$2,700**	**$0**	**$8,000**	**$10,944**	**$24,684**	**$2,128**	**$550**	**$49,906**	**Subtotal**	**$10,450**	**$10,450**	**$60,356**
Task 4	**Public Outreach**													
Task 4	Public Outreach		1	2	8		24	2	1	$4,081		$750	$750	**$4,831**
	Phase IV Subtotal (hours)	**0**	**1**	**2**	**8**	**0**	**24**	**2**	**1**	**38**	**Cost**	**$750**	**$750**	**- -**
	Phase IV Subtotal ($)	**$0**	**$150**	**$276**	**$1,000**	**$0**	**$2,448**	**$152**	**$55**	**$4,081**	**Subtotal**	**$825**	**$825**	**$4,906**
Task 5	**Final Document Preparation**													
Task 5	Final Document Preparation	4	8		30	16	100	8	16	$19,182		$1,500	$1,500	**$20,682**
	Phase V Subtotal (hours)	**4**	**8**	**0**	**30**	**16**	**100**	**8**	**16**	**182**	**Cost**	**$1,500**	**$1,500**	**- -**
	Phase V Subtotal ($)	**$720**	**$1,200**	**$0**	**$3,750**	**$1,824**	**$10,200**	**$608**	**$880**	**$19,182**	**Subtotal**	**$1,650**	**$1,650**	**$20,832**
	Total (hours)	**12**	**39**	**4**	**174**	**132**	**502**	**38**	**30**	**931**	**Cost**	**$19,250**	**$19,250**	**--**
	Total ($)	**$2,160**	**$5,850**	**$552**	**$21,750**	**$15,048**	**$51,204**	**$2,888**	**$1,650**	**$101,102**	**Total**	**$21,175**	**$21,175**	**$122,277**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF LARAMIE, WYOMING AND TRIHYDRO CORPORATION

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 Ivinson Street, Laramie, Wyoming 82070 and Trihydro Corporation, (hereinafter referred to as "Consultant") whose address is 1252 Commerce Drive, Laramie WY, 82070.

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 Engineering Design Manual.

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 One Hundred Twenty Two Thousand Two Hundred Seventy Seven Dollars and Zero Cents ($122,277.00). Budgets listed in the 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. <u>Responsibilities of Consultant</u>.

A. <u>General Services</u>.

(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 Engineering Design Manual 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 Engineering Design Manual 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 Engineering Design Manual 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 the 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 the Attachment A.

(vii). The Consultant shall provide professional engineering and other services to complete Engineering Design Manual 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. <u>Responsibilities of City</u>.

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 Engineering Design Manual scope of services 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 if 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, consisting of ten (10) 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 Carl Lund, EIT, PO Box C, Laramie, WY 82073: telephone number: (307) 721-5246, cell phone number: (307) 343-3347, and email: clund@cityoflaramie.org

(ii) The Consultant's project representative is Michelle Sell, P.E., Civil Engineer, 1252 Commerce Drive, Laramie, Wyoming, 82070, telephone number: (307) 745-7474, and email: msell@trihydro.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 polices 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: TRIHYDRO

By: _____

Title Sr. VP of Risk Mgt & CFO

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

LARAMIE 1868	**Agenda Item: Orig. Ordinance - 1st Reading** **Title: Original Ordinance No. _____ : An Ordinance Amending Title 15 of Laramie Municipal Code to Provide for an Effective Determination of Value for Rights-Of-Way Proposed for Vacation .**

Recommended Council MOTION:
Move to approve Original Ordinance No. _____ on first reading, in accordance with findings of fact and conclusions of law; to set a public hearing for April 12, 2016; and to delay second reading to April 19, 2016.

Administrative or Policy Goal:
"… this code should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law. All city or citizen initiated amendments must be adequately vetted through the public hearing processes identified in the code." (Sec. 15.02.050, LMC)

Background:
This UDC amendment will address a longstanding concern with the methods by which the City has determined value for "paper" streets, alleys, and other rights-of-way. Currently, the UDC requires an appraisal of real-estate value for all rights-of-way proposed to be vacated – regardless of whether the right-of-way in question has ever actually been built and/or travelled by the general public.

Many of our right-of-way vacation requests are for thoroughfares that were never built in the past, do not exist now, and are not identified as needs in the future. Current code is set up so that the value of vacating a "real" street" – such as Lewis Street, let us say – is determined the same way as the value of an obscure right-of-way platted in the 19th Century, never constructed, and long forgotten since then.

The proposed amendment would set an effective value of zero for these "paper" streets and alleys. The logic is that a real-estate appraisal – especially commercial real-estate – is not a good instrument for determining value in such cases. A paper street is never a buildable tract of land on its own; its only value is for use as a right-of-way, utility easement, or similar specialized purpose. However, appraisers are obliged to value them on a per-square-foot basis, just as if they were ordinary building lots.

The proposed ordinance eliminates the appraisal requirement and would allow the City to convey these phantom rights-of-way for an effective value of zero. This is viewed as a win-win situation: One or more adjacent property owners gain useful property value, and the City eliminates a legal encumbrance that often does as much harm as good in terms of lost development opportunities and time-effort costs to staff and appointed or elected officials. The ordinance does provide for retention of utility easements in locations where current or future utility lines or facilities may be needed or desired.

Please note that this ordinance does *not* change appraisal requirements, nor the City's ability to receive value (cash or other consideration) for streets and alleys that have actually been built and used as thoroughfares. The ordinance would also not provide a "free" option in cases where a street has not yet been built, but is shown as needed in future on adopted plans (e.g., the Major Street Plan). Those would still be appraised, and compensation could be required, as per current code and practice.

Staff recommended approval of the ordinance as drafted to Planning Commission, and continues to recommend approval of the ordinance by City Council.

The Planning Commission reviewed this item in conjunction with a public hearing on February 22, 2016, and recommended approval (5 yes, 1 no, 1 absent).

The Planning Commission staff report is included. No changes have been made to the staff report since Planning Commission review.

Legal/Statutory Authority:

- Laramie Municipal Code: Title 15 (Unified Development Code)
- Wyoming State Statutes: Title 15, Chapter 4, Article 3: Property, Financial Affairs, Contracts, Streets, Subdivisions and Utilities

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Responsible Staff:
Randy Hunt, Community Development Director: 721-5288

Attachments:

- Proposed Ordinance
- Planning Commission Staff Report (Feb. 22, 2016)

Future dates are subject to change

Advertised	
Public Hearing (PH) Held	April 12, 2016
PH Advertised	
Introduction/1st Reading	March 15, 2016
2nd Reading	April 19, 2016
3rd Reading	May 3, 2016

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

ORIGINAL ORDINANCE NO.: ____ INTRODUCED BY:_____
ENROLLED ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE TO PROVIDE FOR AN EFFECTIVE DETERMINATION OF VALUE FOR RIGHTS-OF-WAY PROPOSED FOR VACATION.

WHEREAS, on August 21, 2007, the City Council adopted the Laramie Comprehensive Plan which lists as one of its recommendations to create a unified development code that would combine the zoning and subdivision ordinances in into a single, unified document consisting of multiple parts or sections, including administrative procedures, zoning, subdivision regulations and improvement standards.

WHEREAS, on June 22, 2009 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of the Unified Development Code subject to modifications;

WHEREAS, on March 2, 2010 the City Council adopted the unified development code with an effective date of July 1, 2010.

WHEREAS, 15.02.050 of the Laramie Municipal Code (LMC) calls for the Unified Development Code to be amended from time to time so as to become or remain consistent with the Comprehensive Plan, and should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law.

WHEREAS, there exist certain rights-of-way and public access easements in the City that have been dedicated as such, but have never been built nor maintained at public expense for public-transportation purposes.

WHEREAS, certain of such rights-of-way and public access easements are not shown or identified as present or future necessary thoroughfares on any adopted or approved plan effective in the City of Laramie, nor shown or identified on any approved and active preliminary subdivision plat.

WHEREAS, it is the determination of the City Council that past, present or future construction or maintenance of such rights-of-way and public access easements are not determined necessary, and therefore they are unlikely to have any determinate fiscal value to the public as identified public thoroughfares.

WHEREAS, requiring compensation to the City in connection with vacation of such rights-of-way or public access easements would not be coherent with determination of value at or close to zero (0) to the public.

WHEREAS, on February 22, 2016, the Laramie Planning Commission affirmatively voted to

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recommend to the Laramie City Council adoption of amendments to the Unified Development Code as shown in this ordinance;

WHEREAS, the Laramie City Council shall hold a public hearing on _____ , to take and consider public comments;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1. That LMC 15.06.060.W.3.b [**Vacations, Public Ways: Procedures: Step 2]** be **amended** to read as follows:

b. Step 2: Application Submission, Contents, and Fees

Applicable pursuant to subsection 15.06.030.B.

The following additional information shall be included:

(i) Written comments from the appropriate utilities and other public entities affected by the proposed vacation; and

(ii) For proposed vacations that do not meet criteria for valuation at zero (0) in Sec. 15.06.060.W.4: A current appraisal of the fair market value of the land to be vacated, by a state certified and licensed appraiser, to be used in arriving at the determination of the value to be paid by the petitioner in compensation for the vacation of the properties.

Section 2. That LMC 15.06.060.W.3.e [**Vacations, Public Ways: Procedures: Step 5]** be **amended** to read as follows:

a. Step 5: Action by Review and Decision-Making Bodies

Applicable. The following additional procedures shall apply.

(i) Planning Commission Public Hearing

The planning commission shall hold a public hearing and make a recommendation to approve, approve with revisions, postpone, or deny the application.

(ii) City Council Public Hearing

The city council shall hold a public hearing and shall approve, approve with conditions, postpone, or deny the proposed public way vacation. Approval or approval with conditions shall be by adoption of an ordinance. The city council may require compensation for the land requested for vacation, provided that a valuation of greater than zero (0) has been determined by an appraisal that is required under Secs.

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15.06.060.W.3 and 15.06.060.W.4. Upon approval of the ordinance, the mayor is authorized to convey the properties so vacated to the abutting property owners accordingly by quitclaim deed.

Section 3. That LMC 15.06.060.W.4 [**Vacations, Public Ways: Valuation of Existing Rights-of-Way and Public Access Easements]** be **created** to read as follows:

4. Valuation of Existing Rights-of-Way and Public Access Easements

a. For purposes of vacation of rights-of-way and public access easements that meet all of criteria (i) through (iii), the valuation of the property is herein determined and declared to be zero (0), and no appraisal of value shall be required in connection with vacating said rights-of-way and public access easements:

(i) The right-of-way or public access easement is not, and has not been during the thirty (30) year period preceding the vacation application, built or maintained as a public-access thoroughfare by the city or other public street-maintenance authority; and

(ii) The right-of-way or public access easement is not shown on any currently effective plan adopted or approved by the city or the state of Wyoming, and is not shown on any city-approved and active preliminary subdivision plat.

(iii) The vacation of such right-of-way or easement shall not result in lots with no frontage on a public street, highway or a marginal access street.

b. Existing right-of-way and public access easements that do not meet all of criteria (i) through (iii) shall be required to provide an appraisal meeting the requirements of Sec. 15.06.060.W.3.b(ii) prior to city council consideration of a vacation request for same.

c. Nothing in this section shall preclude the ability of the city to retain, at no additional compensation cost to any party, a public utility easement within the right-of-way or public access easement vacated according to the procedures herein.

Section 4. That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this _____ day of _____, 2016.

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

Attest:_____
Angie Johnson
City Clerk

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First Reading:
Public Hearing:
Second Reading:
Third Reading and Final Action:

Duly published in the *Laramie Boomerang* this _____day of _____, 2016.

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City of Laramie
Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5250
Planning: (307) 721-5207
Fax: (307) 721-5248

LARAMIE PLANNING COMMISSION
FEBRUARY 22, 2016
STAFF REPORT

FILE:	**TA-16-01: Providing for an Effective Determination of Value for Rights-of-Way Proposed for Vacation.**
REQUEST:	An amendment to Chapter 15.06 of the Unified Development Code to provide for an effective determination of value for rights-of-way proposed for vacation.
APPLICANT:	City of Laramie
PURPOSE:	To allow rights-of-way and public access easements that meet certain criteria to be assigned a value of zero (0), and thus to be vacated without requiring an appraisal or compensation
PREPARED BY:	Randy Hunt, AICP, Community Development Director

STAFF RECOMMENDATION:

Move to recommend that the City Council **approve** an amendment to Title 15 (Unified Development Code) of the Laramie Municipal Code as shown in Attachment A, to provide for an effective determination of zero value for certain rights-of-way proposed for vacation, provided such rights-of-way meet specified conditions as stated in UDC.

APPLICABLE CODE SECTION(S):

Text Amendments must be reviewed by the Planning Commission and City Council. Planning Commission action is forwarded to the City Council as a recommendation.

- Laramie Municipal Code Title 15, Unified Development Code
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan

BACKGROUND AND SUMMARY:

The present proposal is initiated by the City of Laramie as part of the continual effort to keep the Unified Development Code (UDC) in step with current practice, and as a reflection of information gleaned from experience with the UDC since its adoption in 2010.

Vacations:

The issue in this case is the vacation process, and specifically the UDC's requirement that all vacation proposals be accompanied by an appraisal of value.

As the Commission is aware, "vacation" is the technical term for removing the public-use dedication element from a right-of-way or easement. In effect, that vacation procedure turns public land into ordinary real estate. (There are others types of vacations in land-use regulations, none of which happen to involve palm trees or drinks with little umbrellas – and none of which need concern us at the moment.)

This amendment removes the requirement to provide an appraisal in conjunction with certain vacation requests, provided the right-of-way or easement meets specific criteria. The appraisal requirements can cost applicants several thousands of dollars and can add months to a development process. Removal of this requirement will remove what is sometimes viewed as a potential barrier.

Paper Streets and Alleys:

The City has publicly dedicated rights-of-way, and (less commonly) access easements, in all areas of town. Most of these are "real" streets or alleys, meaning that they are surfaced with some sort of durable material and are travelled by the general public. However, some areas – especially older sections of the City – have rights-of-way that were created at some point by a written, recorded legal instrument (e.g., subdivision plat), but never built or improved. Many refer to these as "paper" streets or alleys, for obvious reasons – they exist literally on a piece of paper, not on the ground.

Many such paper rights-of-way fall into the "it seemed like a good idea at the time…" category. That is, a plat or similar instrument may have been approved with one or more rights-of-way in logical places to provide access to the platted lots. Subsequently, the lots may have been developed with completely different road networks. (As odd as that seems now, it was common practice in Laramie as recently as the early 2000s.)

The results of this *laissez-faire* approach to land development left us with paper streets that have no corresponding existence on the ground. Many have parking lots, fences, and even buildings constructed across them, making it unlikely that they will ever be improved. Often, even in cases where they are open and unobstructed, paper streets or alleys are not needed today, as nearby streets provide equal or better accessibility.

Public streets and alleys belong to the public, whether built or not. As the City has come to realize, letting private parties build across public property can be a pretty bad idea. In recent years, vacating a phantom right-of-way has been required before land can be developed around and within it. A significant number of these paper rights-of-way streets have emerged as barriers to development.

History:

Although Wyoming state law has provided for vacation for many years, our municipal code before UDC did not give much guidance on how to deal with paper streets and alleys. In particular, it was unclear under what circumstances the City would charge adjacent owner(s) for, in effect, buying the

real estate in a street or alley. It has also been unclear how to evaluate the property in such cases. A real-estate appraisal is the traditional method for assigning property value; but oftentimes, it appears appraisals were not done, whether or not money exchanged hands between City and buyer.

The UDC attempted to remedy this ambiguity, with partial success. UDC (§15.06.060.W – Vacations, Public Ways) tried to fix the problem by requiring all vacation requests to include an appraisal, supplied by the applicant, which City Council could then use to determine whether and how much to charge for the property. This was partially successful because it at least included a standard way to determine value.

However, appraisals themselves have not been well accepted by either the buyer or the seller when it comes to streets. Appraisals do not always seem to effectively capture value for long, narrow slivers of land, sometimes with buildings or other improvements across them.

City Council and City staff held a work session on this topic approximately two years ago. At that time, among other ideas on how to fix the problem, it was suggested that rights-of-way meeting certain criteria need not be required to sell for cash value. Two criteria for a possible no-charge sale were: (a) the right-of-way had never been built or maintained with public funds; and (b) it was not shown as a needed link in the street network on any City-adopted plans or plats.

This leads us to recent months. Several vacation requests have been filed over the past year or two, and some already approved, for paper streets or alleys. Approaches to valuation and payment have varied. Some have been more difficult than others, but none have been simple.

Canaries and Coal Mines:

As the Commission has heard from staff before, repeated requests for similar actions – especially including actions that never seem to have clear, uniform solutions – are our “canaries in the coal mine.” When the same sort of problem with the UDC keeps cropping up, perhaps the UDC is the problem, rather than the requests.

UDC trouble is not always the reason, by any means. Sometimes canaries die because they are sick for other reasons, and would keel over just as fast if they were in a birdie paradise instead of a coal mine. And sometimes proposals run into trouble because the UDC is promoting an inconvenient but necessary public good. All the same, symptoms are important and should be diagnosed.

Staff Recommendation:

Staff’s judgment, and recommendation to the Commission, is that appraising and charging for a paper right-of-way that’s determined unnecessary for transportation purposes – past, present, and future – is often not in any party’s best interest.

The “past, present, and future” test is vital here. If a right-of-way through or next to a property has lain quietly unnoticed for years or decades with no members of the public driving, riding or walking over it, it’s harder to say that it serves a valued or valuable purpose. Sometimes even a quietly unnoticed right-of-way may be identifiably useful in the future. If so, it ought to be shown on an active plan or plat of the City.

If a right-of-way hasn't been used, has no present-day purpose, and isn't shown as needed in the future, that likely means one of two things: (a) the public has no need to hang onto it; or (b) our plans and our planning aren't as good as they ought to be. Hopefully, the answer is never going to be (b).

It is staff's proposal that UDC §15.06.060.W be amended such that paper rights-of-way meeting the "no past, present, and future" test be relinquished for zero compensation to the City. This also eliminates the need for an appraisal.

Postscript, re Streets That Are Really There:

It should be noted that this amendment has no effect on rights-of-way that are already built and are in public use. Vacating part or all of a "regular" City street or alley and conveying it to an adjacent owner is almost inevitably removing something from the public that has real, definable value. Doing so should not happen without some identified compensatory consideration. Staff is not proposing to change that with this amendment.

PUBLIC COMMENTS:

This amendment was legally advertised in the *Laramie Boomerang* on February 6, 2016. Staff has received no comments regarding this proposed amendment to the UDC.

FINDINGS OF FACT:

The amendment is found to be in accordance with substantive and procedural requirements and necessities in City of Laramie code and best planning practice.

CONCLUSIONS OF LAW:

The amendment is proceeding in accordance with applicable law, including LMC Title 15 and W.S. 15-5-600 *et seq.*

RECOMMENDED MOTION:

Move to recommend that the City Council **approve** an amendment to Title 15 (Unified Development Code) of the Laramie Municipal Code as shown in Attachment A, to provide for an effective determination of zero value for certain rights-of-way proposed for vacation, provided such rights-of-way meet specified conditions as stated in UDC.

ATTACHMENT:

Proposed Amendment to Subsection 15.06.060.W (Attachment A)

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

	Agenda Item: Orig. Ordinance - 1st Reading **Title: Original Ordinance No. _____ amending Title 15 of Laramie Municipal Code for the purposes of allowing "Hotels and motels" as a Permitted Use in the C2 District, allowing "Light industrial" as a Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B.**

Recommended Council MOTION:
Move to approve Original Ordinance No. _____ on first reading, in accordance with findings of fact and conclusions of law; and to set a public hearing for April 5, 2016.

Administrative or Policy Goal:
"… this code should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law. All city or citizen initiated amendments must be adequately vetted through the public hearing processes identified in the code." (Sec. 15.02.050, LMC)

Background:
The present amendment is initiated by the City of Laramie as part of the continual effort to keep the Unified Development Code (UDC) accurate, correct concerns, and remove potential avenues of confusion. The proposed amendments identify uses that were inadvertently omitted from the recent Use Table amendments ("Hotels and motels" and "Light industrial") and resolve several incorrect cross-references regarding applicability with development standards.

Staff recommended approval of the ordinance as drafted to Planning Commission, and continues to recommend approval of the ordinance by City Council.

The Planning Commission reviewed this item in conjunction with a public hearing on February 22, 2016, and recommended approval (6 yes, 0 no, 1 absent).

The Planning Commission staff report is included. No changes have been made to the staff report since Planning Commission review. Copies of all relevant ordinances mentioned in the Planning Commission staff report are available online at www.cityoflaramie.org/ordinances.

Legal/Statutory Authority:
- Laramie Municipal Code: Title 15 (Unified Development Code)
- Wyoming State Statutes: Title 15, Chapter 4, Article 3: Property, Financial Affairs, Contracts, Streets, Subdivisions and Utilities

Responsible Staff:
Randy Hunt, AICP, Community Development Director: 721-5288

Charles Bloom, AICP, Principal Planner

Future dates are subject to change

Advertised	
Public Hearing (PH) Held	April 5, 2016
PH Advertised	
Introduction/1st Reading	March 15, 2016
2nd Reading	April 5, 2016
3rd Reading	April 19, 2016

Attachments:

- Proposed Ordinance
- Planning Commission Staff Report (Feb. 22, 2016)

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

ORIGINAL ORDINANCE NO.: _____ INTRODUCED BY:
ENROLLED ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF ALLOWING "HOTELS AND MOTELS" AS A PERMITTED USE IN THE C2 DISTRICT, ALLOWING "LIGHT INDUSTRIAL" AS A PERMITTED USE IN THE I2 DISTRICT AND CORRECTING TYPOGRAPHICAL ERRORS IN LMC 15.10.010 AND 15.14.010.B.

WHEREAS, on August 21, 2007, the City Council adopted the Laramie Comprehensive Plan which lists as one of its recommendations to create a unified development code that would combine the zoning and subdivision ordinances in into a single, unified document consisting of multiple parts or sections, including administrative procedures, zoning, subdivision regulations and improvement standards;

WHEREAS, on June 22, 2009 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of the Unified Development Code subject to modifications;

WHEREAS, on March 2, 2010, the City Council adopted the Unified Development Code with an effective date of July 1, 2010;

WHEREAS, 15.02.050 of the Laramie Municipal Code (LMC) calls for the Unified Development Code to be amended from time to time so as to become or remain consistent with the Comprehensive Plan, and should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law;

WHEREAS, on _____, the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of amendments to the Unified Development Code as shown in this ordinance;

WHEREAS, on December 7, 2014, the City Council Approved Enrolled Ordinance 1671 amending Chapter 15.06 (Procedures), Chapter 15.14 (Development Standards), Chapter 15.18 (Improvements), renaming the Design Review Process to Site Plan Review Process, and correcting typographical errors within Title 15;

WHERAS, on October 6, 2015 the City Council approved Enrolled Ordinance No. 1690 amending the Use Table (Table 15.10-1);

WHEREAS, typographical errors consisting of incorrect cross-references have been found in LMC 15.10.010 and LMC 15.14.010.B and need correction; and

WHEREAS, the Laramie City Council held a public hearing on_____ to take and consider public comments;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1. That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the C2 District: "Hotels and motels";

Section 2. That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the I2 District: "Light industrial";

Section 3. That LMC 15.10.010 be **amended** to read as follows: "LMC 15.10.000.E identifies separate Use Categories within Table 15.10-1. Each "Use Category" of Table 15.10-1 is hereby categorized into Use Levels as shown in Table **15.10-2**~~15.14-1~~, Use Levels. Change of Use outside of the existing Use Level requires conformance with the development standards of this chapter as indicated in **LMC 15.14.010.B.4** ~~subsections a. and b. below.~~";

Section 4. That LMC Table 15.14-1 shown in LMC 15.10.010 shall be **renamed** to "Table 15.10-2";

Section 5. That LMC 15.14.010.B.4.a be **amended** to read as follows: "Change of Use within each use level as shown in Table **15.10-2 of subsection 15.10.010** ~~15.14-1 above~~ shall not require mandatory compliance with the development standards of chapter 15.14 this code. For example, a change of use from a Financial Institution (Level 6 - Financial Service) to a Clothing Store (Level 6 –Retail) shall not require compliance with the development standards of chapter 15.14 this code.";

Section 6. That LMC 15.14.010.B.4.b be **amended** to read as follows: "Change of Use between adjacent levels as shown in Table **15.10-2 of subsection 15.10.010** ~~15.14-1 above~~ shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Restaurant (Level 7 – Food and Beverage Services) shall require compliance with 15.14.050.F, Site Perimeter Landscaping, for all adjacent street frontages –internal landscaping, and site perimeter landscaping not adjacent to rights-of-way shall not be required.";

Section 7. That LMC 15.14.010.B.4.c be **amended** to read as follows: "Change of Use differing by 2 or more levels as shown in Table **15.10-2 of subsection 15.10.010** ~~15.14-1 above~~ shall require full compliance with the development standards of this code. For example, A change of Use from a Clothing Store (Level 6 –Retail) to a Wholesale Business (Level 8 - Wholesale Business) shall require full compliance with the development standards of this chapter, including but not limited to parking, landscaping, and screening."; and

Section 8. That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this _____ day of _____, 2016.

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

Attest:_____
Angie Johnson
City Clerk

First Reading: March 15, 2016
Public Hearing: April 4, 2016
Second Reading: April 4, 2016
Third Reading and Final Action: April 18, 2016

Duly published in the *Laramie Boomerang* this _____day of _____, 2016.

City of Laramie
Community Development Department
P.O. Box C
Laramie, WY 82073

Code Administration: (307) 721-5271
Engineering: (307) 721-5250
Planning: (307) 721-5207
Fax: (307) 721-5248

LARAMIE PLANNING COMMISSION
FEBRUARY 22, 2016
STAFF REPORT

FILE:	**TA-16-02 Amending the Use Table and Correcting Typographical Errors**
REQUEST:	An amendment to Chapters 15.10 and 15.14 of the Unified Development Code allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B
APPLICANT:	City of Laramie
PURPOSE:	To allow "Hotels and Motels" as Permitted Uses in the C2 District, allow "Light industrial" as Permitted Uses in the I2 District and correct incorrect cross-references within the Unified Development Code.
PREPARED BY:	Charles W. Bloom, AICP, Principal Planner

RECOMMENDED MOTION:

Move to recommend that the City Council **approve** amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B as recommended by staff.

APPLICABLE CODE SECTION(S):

Text Amendments must be reviewed by the Planning Commission and City Council. Planning Commission action is forwarded to the City Council as a recommendation.

- Laramie Municipal Code Title 15, Unified Development Code
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Laramie Comprehensive Plan

BACKGROUND AND SUMMARY:

The present amendment is initiated by the City of Laramie as part of the continual effort to keep the Unified Development Code (UDC) accurate, correct concerns, and remove potential avenues of confusion. The proposed amendments identify a use that was inadvertently omitted from the recent Use Table amendments and resolve several incorrect cross-references regarding applicability with development standards. Copies of all relevant ordinances mentioned in this staff report are available online at www.cityoflaramie.org/ordinances.

Typographical Errors

On December 7, 2014, the City Council Approved Enrolled Original Ordinance No. 1904 (Enrolled Ordinance No. 1671). This amendment package was quite large, consisting of 14 specific line item amendments and five attachments, all of which targeted multiple sections of Code. These proposed amendments addressed issues identified in Attachments B and C of the Ordinance. Attachments B and C were specifically drafted to complement a new Site Plan Review process and to define when specific development requirements were applicable in conjunction with development that resulted in a change of use (e.g., clothing store to a restaurant).

During early staff drafts of the Ordinance "Use Levels" table presently found in LMC 15.10.010 was proposed to be in LMC Chapter 15.14. Prior to Planning Commission recommendation and subsequent City Council adoption, City staff and the Laramie Economic Development Corporation's UDC subcommittee determined it would be better to relocate the "Use Levels" table to its present location in LMC 15.10.010. The table was successfully relocated, however corrections to the prior references were inadvertently not made.

The proposed amendments in this document correct the incorrect cross-references and will not alter or change current City procedures or policies related to development requirements in conjunction with development.

Hotels, Motels, and Light Industrial

On October 6, 2015 the City Council approved Original Ordinance No. 1927 (Enrolled Ordinance No. 1690) amending the Use Table (Table 15.10-1). A major component of the Use Table amendments was to allow more uses to expand the uses in various zone districts. In the C2 (Commercial) District the intent was to allow more retail, restaurant and complementing uses as Permitted Uses in the district.

During meetings regarding the Use Table amendments, a rezoning request to C2 Commercial was also under consideration. During one of the readings of Original Ordinance 1927 a City Council member pointed out that the proposed amendments continued to require "Hotels and motels" obtain Conditional Use Permit approval in the C2 District. Staff indicated that this should be changed and that they would bring a revision allowing "Hotels and motels" as a Permitted Use within the C2 District forward with upcoming revisions. This amendment proposes to allow "Hotels and motels" as Permitted Uses in the C2 District.

Staff also evaluated the remainder of the Use Table and identified a perceived omission in the 2015 amendment package which required "Light industrial" uses be subject to Conditional Use Permit approval in the I2 (Industrial) District. The "Light industrial" use is a Permitted Use in the less intense I1 (Limited Industrial) District and subject to Conditional Use Permit approval in the C2 District. LMC Chapter 15.28 defines "Light industrial" uses as "manufacturing, processing, storage transportation, construction, repair and wholesale uses including but not limited to: general building contractors; special trade contractor; food products including liquor distributors except meat products; textiles and apparel; lumber and weed products; furniture and fixtures; paper products except mills; printing and publishing; drugs; leather and leather products except tanning and finishing; fabricated metal; and office and computing machines." The "Light industrial" use is very similar to the "Light Manufacturing

or Processing" use that is a Permitted Use in the I2 District. This amendment proposes to allow "Light industrial" as a Permitted Use in the I2 District.

PUBLIC COMMENTS:

This amendment was legally advertised in the Laramie Boomerang on February 6, 2016. Staff has received no comments regarding this proposed amendment to the UDC.

FINDINGS OF FACT:

The amendment is found to be in accordance with substantive and procedural requirements and necessities in City of Laramie code and best planning practice.

CONCLUSIONS OF LAW:

The amendment is proceeding in accordance with applicable law, including LMC Title 15.

STAFF RECOMMENDATION:

Move to recommend that the City Council **approve** amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of allowing "Hotels and Motels" as a Permitted Use in the C2 District, allowing "Light industrial" as Permitted Use in the I2 District and correcting typographical errors in LMC 15.10.010 and 15.14.010.B as shown in Attachment A.

ATTACHMENTS:

1. Proposed Ordinance

ORIGINAL ORDINANCE NO.: _____ INTRODUCED BY:
ENROLLED ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF ALLOWING "HOTELS AND MOTELS" AS A PERMITTED USE IN THE C2 DISTRICT, ALLOWING "LIGHT INDUSTRIAL" AS PERMITTED USE IN THE I2 DISTRICT AND CORRECTING TYPOGRAPHICAL ERRORS IN LMC 15.10.010 AND 15.14.010.B.

WHEREAS, on August 21, 2007, the City Council adopted the Laramie Comprehensive Plan which lists as one of its recommendations to create a unified development code that would combine the zoning and subdivision ordinances in into a single, unified document consisting of multiple parts or sections, including administrative procedures, zoning, subdivision regulations and improvement standards;

WHEREAS, on June 22, 2009 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of the Unified Development Code subject to modifications;

WHEREAS, on March 2, 2010, the City Council adopted the Unified Development Code with an effective date of July 1, 2010;

WHEREAS, 15.02.050 of the Laramie Municipal Code (LMC) calls for the Unified Development Code to be amended from time to time so as to become or remain consistent with the Comprehensive Plan, and should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law;

WHEREAS, on _____, the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of amendments to the Unified Development Code as shown in this ordinance;

WHEREAS, on December 7, 2014, the City Council Approved Enrolled Ordinance 1671 amending Chapter 15.06 (Procedures), Chapter 15.14 (Development Standards), Chapter 15.18 (Improvements), renaming the Design Review Process to Site Plan Review Process, and correcting typographical errors within Title 15;

WHERAS, on October 6, 2015 the City Council approved Enrolled Ordinance No. 1690 amending the Use Table (Table 15.10-1);

WHEREAS, typographical errors consisting of incorrect cross-references have been found in LMC 15.10.010 and LMC 15.14.010.B and need correction; and

WHEREAS, the Laramie City Council held a public hearing on_____ to take and consider public comments;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1. That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the C2 District: "Hotels and motels";

Section 2. That Table 15.10-1 shown in LMC 15.10.000.E is **amended** as to allow the following as a permitted use in the I2 District: "Light industrial";

Section 3. That LMC 15.10.010 be **amended** to read as follows: "LMC 15.10.000.E identifies separate Use Categories within Table 15.10-1. Each "Use Category" of Table 15.10-1 is hereby categorized into Use Levels as shown in Table **15.10-2**~~15.14-1~~, Use Levels. Change of Use outside of the existing Use Level requires conformance with the development standards of this chapter as indicated in **LMC 15.14.010.B.4** ~~subsections a. and b. below.~~";

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Section 8. That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this _____ day of _____, 2016.

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

Attest:_____
Angie Johnson
City Clerk

First Reading: March 15, 2016
Public Hearing: April 4, 2016
Second Reading: April 4, 2016
Third Reading and Final Action: April 18, 2016

Duly published in the *Laramie Boomerang* this _____day of _____, 2016.

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

	Agenda Item: Original Ordinance - 3rd Reading **Title: Original Ordinance No. 1930 Approving the nonexclusive Franchise Agreement for Cable TV Services Between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC Locally Known as Charter Communications**

Recommended Council MOTION:

I move to approve on third and final reading Original Ordinance No. 1930 approving the nonexclusive Franchise Agreement for Cable TV Services between the City of Laramie, Albany County, Wyoming and Bresnan Communications, LLC locally known as Charter Communications and authorize the Mayor and City Clerk to sign.

Administrative or Policy Goal:

Continuation of Cable TV Services in the community

Background:

***Updated information (3-5-16)*:**

For this third and final reading of Ordinance No. 1930, communication with Charter has been ongoing. Clearly, and acknowledged by Charter through a press release, issues have occurred in the Laramie system causing outages and problems with reception on channel, etc. City staff continue to field calls from disgruntled customers about quality of the service offered and the response when issues happen.

Often, calls are referred to Erik Rasmussen from Charter in order to assist Mr. Rasmussen with the nature of discontent by some of the subscribers to Charter services, including Cable TV, internet and telephone. For purposes of the Franchise Ordinance, only Cable TV is covered.

It is important to mention that calls have been received from Charter customers that after speaking to Mr. Rasmussen, note his genuine commitment to responding to concerns, addressing problems and improving the system.

It is clear to Council that some Charter customers are not satisfied with the current service and reliability of the systems at times. Charter has been forthcoming in speaking publically about the problems and steps being taken to resolve issues. Since the problems and issues are well known, I have not included those comments in this packet. As noted above, calls are regularly received regarding issues.

From the second reading of the ordinance, the reduction to a five year franchise term is included. The highlighted language suggested in Section 3.2 has not been approved by Council, however, at this time I recommend it be included.

Charter representatives will be at the meeting to answer questions. Any changes desired by Council can be included in the ordinance at the third reading and I do believe passage on third reading should occur.

Previous History:

From the discussion at the January 5, 2016, I have included the following language in Section 3.2 of the ordinance to address concerns about service.

Annual Review. It is the intent of the Grantor to have a successful relationship with the Grantee. To that end, the Grantor may annually request to the Grantee, a meeting be held at the Grantor's location to discuss performance of the Grantee and appropriate resolution of any service issues of concern brought to the attention of both the Grantor and Grantee. Notice of the meeting will be provided to the Grantee no less than sixty days prior to the date of the meeting to the contact listed in the Franchise Agreement. The meeting topics will be outlined to the Grantee in that notice. It will be the intent of the parties to work toward amicable resolutions of the noted service issues in an expedient manner.

It is the intent of this language to encourage a successful relationship between the Grantor and Grantee over the life of the franchise rather than just during the renewal period. To achieve this relationship, the language will serve as a reminder to for all to be cognizant of the quality of service annually.

As approved by Council on second reading, the term of the franchise agreement has been changed to five (5) years for the third and final reading. Erik Rasmussen of Charter noted in a meeting on Friday, January 8, 2016 that Charter representatives are uncomfortable with on a 5 year franchise agreement.

If it is Council's desire to return to a 10 year agreement, it is suggested that the following language be considered in Section 2.2 Term to allow for a window in which to open discussion of reduction of the franchise term for specific concerns related to performance and service of the Grantee.

Following completion of the second year of the franchise agreement, the Grantor may request a meeting with the Grantee to address concerns related to performance and service of the Grantee under the agreement. Notice of the meeting will be provided to the Grantee no less than sixty days prior to the date of the meeting to the contact listed in the Franchise Agreement. It will be the intent of this meeting to determine and implement corrective measures to that address performance and service concerns, including a discussion whether the term of the agreement will be reduced.

This language has been forwarded to the Charter for review. Action on the third reading may need to be postponed until approved by Charter.

Previous History:

In discussion with Erik Rasmussen from Charter, language has been updated in the Ordinance and an Exhibit attached to show locations where services will be provided to school and government locations at no charge. The issues brought forward by Brett Glass at the December 1, 2015 Council meeting have been addressed and the National Electrical Code – NFPA 70 is now noted rather than the National Electric Code. It is also understood that the owner of a property would need to give permission before work is done either inside or on the outside of a property.

As directed, I inquired about the possibility of Charter selling the Cable TV infrastructure. It was stated they have no interest in selling.

Additionally, I reached out to a contact in Powell, WY to learn more about the city owned fiber optic system installed there in 2008. At that time, the cost to install was $6.5 million in an area of 3 square miles. Since Powell owns and operates their own electric system, there was no acquisition issue or cost for use of electric poles for the fiber cable. Powell has approximately 3200 connections. This project was planned to be funded through

bonds for five years at 9.5% interest. However, as the economy went into a recession at about the same time, Powell used cash reserves from their enterprise funds to cover the cost rather than higher interest bonds.

Laramie covers an area of approximately 18 square miles and crosses over a rail yard, river and interstate highway. As each community is different, extrapolating a cost for construction is challenging. With construction inflation since 2008 and a larger community, the cost to build an infrastructure of this nature could be $30 million or more.

For an infrastructure project of this magnitude, it may be best to discuss the concept during Council goal setting. Issuing bonds for such a project may require a public vote as well. If this type of project is desired, a feasibility study may be a first step in the process.

At this time, I would recommend passage of second reading and adding requirements for customer service standards if desired. I do believe Charter is in compliance with standards required by the FCC. However, the Council could certainly request some type of performance measurement to improve service.

The current Cable TV franchise expires in November 2015. Generally, a franchise like this will be for a term of 10 years with an additional 5 year renewal option. The franchise under consideration is only for Cable TV services as regulated by the Federal Communications Commission. Internet service and telephone service are not part of this agreement.

This franchise agreement is not exclusive and the City can issue additional agreements to companies desiring to provide Cable TV service to the community. The challenge of attracting competition is that the current infrastructure is owned by Charter and a new company will have the capital expense of building a new infrastructure to provide service.

Leading up this first reading of the Ordinance, two press releases were issued through Media contacts to notify the public of the process of renewal. Included in the press releases were options for providing concerns to City Staff regarding the operations of Charter Communications in Laramie. The City's mailing address as well as an email address (PublicAccessTV@cityoflaramie.org) were listed as contacts to receive concerns. A total of eleven emails/letters were received and are included.

Additionally, a public forum was held on September 16, 2015 to gather additional public comments. Representative of Charter Communications attended the meeting and have been addressing the concerns raised. Nine comments were received at this meeting. The comments and sign in sheet are included.

Points to keep in mind regarding renewal are:

1. The agreement is not exclusive to Bresnan (Charter)
2. The initial term is 10 years
3. There is a five year renewal option
4. Without renewal, there is no cable service in the community
5. The Franchise Fee is 5% of revenue generated

A public hearing was held on November 10, 2015. Comments received may be considered to determine conditions necessary to be included as part of the renewal of the franchise agreement.

Legal/Statutory Authority:

WY Statute authorizes a city to enter into franchise agreements

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	$275,000.00	Annual estimated Franchise Fees (FY2016 budget)
Grants for Projects		
Loans on Project		
Other		
Total	$275,000.00	

Responsible Staff:

David M Derragon 721-5304

Future dates are subject to change

Public Forum	September 16, 2015
Public Hearing (PH) Held	November 10, 2015
PH Advertised	November 8, 2015
Introduction/1st Reading	November 3, 2015
2nd Reading	January 5, 2016
3rd Reading	March 15, 2016

Attachments: Ordinance

_____ City Manager _____ City Attorney _____

ORIGINAL ORDINANCE NO. 1930 **INTRODUCED BY: Shuster**

ENROLLED ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FRANCHISE AGREEMENT FOR CABLE TV SERVICES BETWEEN THE CITY OF LARAMIE, ALBANY COUNTY, WYOMING AND BRESNAN COMMUNICATIONS, LLC LOCALLY KNOWN AS CHARTER COMMUNICATIONS

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Laramie, Wyoming, hereinafter referred to as the "Grantor" and Bresnan Communications, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Franchise Authority and Grantee agree as follows:

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act

B. "Board/Council" shall mean the governing body of the Grantor.

C. **"Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.**

D. **"FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.**

E. **"Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.**

F **"Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.**

G. **"Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.**

H. **"Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.**

I. **"State" shall mean the State of Wyoming.**

J. **"Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.**

K. **"Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.**

SECTION 2
Grant of Franchise

21 **Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable**

System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ~~ten (10)~~ five (5) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public , to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

3.2 Annual Review. It is the intent of the Grantor to have a successful relationship with the Grantee. To that end, the Grantor may annually request to the Grantee, a meeting be held at the Grantor's location to discuss performance of the Grantee and appropriate resolution of any service issues of concern brought to the attention of both the Grantor and Grantee. Notice of the meeting will be provided to the Grantee no less than sixty days prior to the date of the meeting to the contact listed in the Franchise Agreement. The meeting topics will be outlined to the Grantee in that notice. It will be the intent of the parties to work toward amicable resolutions of the noted service issues in an expedient manner.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. **The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor , its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor , its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the**

Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantee determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	**Statutory Limits**
Commercial General Liability	**$1,000,000 per occurrence,** **Combined Single Liability (C.S.L.)** **$2,000,000 General Aggregate**
Auto Liability including coverage on all owned, non-owned hired autos **Umbrella Liability**	**$1,000,000 per occurrence C.S.L.**
Umbrella Liability	**$1,000,000 per occurrence C.S.L.**

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access and with permission to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates, Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days `written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise *fees* on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by

the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable codes adopted by the governing body of the City of Laramie.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8
Conditions on Street Occupancy

81 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

82 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee will not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the of the Cable system in the service area provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9
Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.1 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to (Five) percent (5 %) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall *be* made on an quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic fiends transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the

Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor

has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.

B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any hooks, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall provide one channel on the Cable System for use by the Grantor non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to Subscribers.

13.2 Service to Government Buildings. Subject to applicable law, Grantee will provide on a voluntary basis one outlet of Basic Service and one converter box to the following City facilities and public schools at the following locations attached to Exhibit "A".

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to *Cure* or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor , or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.

D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance

would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: **City of Laramie**
City Manager's Office
PO Box C
Laramie, WY 82073
Email: PublicAccessTV@cityoflaramie.org

Grantee: **Bresnan Communications, LLC**
VP, GM KMA
1860 Monad Road
Billings, MT 59102

Copy to: **Charter Communications**
Attn: Vice President of Government Affairs
12405 Powerscourt Drive

St. Louis, MO 63131

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise after passage, approval and publication of the ordinance as required by law. This Franchise shall expire on November 30, ~~2025~~ 2020, unless extended in accordance with Section 2.2 of the Franchise or by the mutual of the parties. If any *fee* or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

[Grantor] **Signature: _____**

David A. Paulekas
Mayor and President of the City Council

Attest:

Signature: _____
Angie Johnson
City Clerk

First Reading: November 3, 2015
Public Hearing: November 10, 2015
Second Reading: January 5, 2016
Third Reading: January 19, 2016

Publication:

Accepted this day of _____ , 20 _____ , subject to applicable federal, State and local law.

Bresnan Communications, LLC 1/k/a Charter Communications

Signature: _____

Name/Title: _____

Date: _____

Exhibit "A"

City Hall
406 Ivinson Street
Laramie, WY 82073

Laramie Fire Department
209 S. 4th Street
Laramie, WY 82070

Laramie Police Department
420 E. Ivinson Street
Laramie, WY 82070

Beitel Elementary School
811 S. 17th ,
Laramie, WY 82070

Indian Paint Brush
1653 N. 28th Street,
Laramie, WY 82070

Laramie High school
1275 N. 11th Street
Laramie, WY 82070

Laramie Junior High School
1355 N. 22nd Street
Laramie, WY 82070

Laramie Montessori
365 W. Grand Avenue
Laramie, WY 82070

Lindford Elementary
120 S. Johnson Street
Laramie, WY 82070

Slade Elementary
1212 Baker Street
Laramie, WY 82072

Snowy Range Academy
4037 E. Grand Avenue
Laramie, WY 82070

--Continued from page 16—

Spring Creek Elementary
1203 Russell Avenue
Laramie, WY 82070

UW Lab School
College of Education Building
University of Wyoming
Laramie, WY 82071

Valley View Elementary
16 Mandel Lane
Laramie, WY 82070
Whiting High School

Whiting High School
801 S. 24th Street
Laramie, WY 82070

Albany County Public Library
310 South 8th Street
Laramie, WY 82070

CITY OF LARAMIE COUNCIL REGULAR MEETING March 15, 2016

LARAMIE 1868	**Agenda Item: Discussion Item** **Title: Consideration of Possible Sale of Monolith Ranch acreage**

Recommended Council MOTION:

I move to direct staff to advertise Public Notice as required by Wyoming Statutes Section 15-1-112 on March 19, 26, and April 2, 2016 for the possible sale of municipal property, more specifically 722.60 acres on the Monolith Ranch, and set a public hearing on April, 5, 2016.

Administrative or Policy Goal:

Stewardship of municipal assets

Background:

Recently, Mountain Cement (MCC) provided a letter of inquiry regarding the possible purchase of 722.60 acres of municipal property located on the Monolith Ranch. The purpose for which the land will be acquired is quarry operations to mine shale for their operations. Recall from previous meetings and work sessions regarding the ranch that MCC retained many of the minerals rights when the City purchased the ranch in the early 1980s.

MCC operates a Portland cement manufacturing facility just south of Laramie. MCC employs 120 people in various positions and is one of the largest private employers and economic contributors in Albany County. In January 2012, MCC and the City of Laramie entered into an agreement relating to MCC's exploration of share minerals, reserved and owned by the United States and managed by BLM, underlying surface lands owned by the City of Laramie.

City staff have thoroughly researched the proposal provided to the City from MCC, including the recent appraisal ordered by MCC and prepared by Hastings & Associates of Cheyenne, Wyoming. The value of 722.60 acres as determined in the Hastings appraisal is $397,500. MCC is proposed a purchase price of $400,000. As a result of staff research, the appraisal appears to fairly represent the value of the property under consideration for purchase.

An appraisal report regarding the value of the ranch concluded the current value is $10,500,000 as a ranching operation. With consideration given to the value, staff is better informed to determine how to improve the ranch value in a cost effective manner. The water rights were appraised and their worth was included in the appraisal. However, consideration was not given to their potential value for municipal use.

Staff believe that the purchase offer presented by Mountain Cement Company is reasonable. Following the public hearing on April 5, 2016, the Council will need to determine if the sale without bids meets the criteria outlined in statute as permissible. Likely, a buy/sell agreement would be presented to Council on April 19, 2016, allowing adequate time for digesting comments provided at the public hearing.

Legal/Statutory Authority:

Sale of the property is permitted by Wyoming Statute 15-1-112

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects		
Loans on Project		
Other	$400,000.00	Potential revenue from sale
Total	$400,000.00	

Responsible Staff:

David M Derragon 721-5304
Darren Parkin 721-5213

Future dates are subject to change

Public Hearing Held	April 5, 2016
Pub. Hearing Advertised	March 19, 2016
Pub. Hearing Advertised	March 26, 2016
Pub. Hearing Advertised	April 2, 2016

Attachments: Mountain Cement information

MOUNTAIN
CEMENT COMPANY

5 Sand Creek Rd.
Laramie, Wyoming 82070
(307) 745-4879 Fax (307) 742-4534

December 21, 2015

City of Laramie
Attn: Ms. Janine Jordan, City Manager
406 Ivinson Street
Laramie, WY 82070
VIA HAND DELIVERY

Re: Purchase of Land

Dear Ms. Jordan:

As you are aware, Mountain Cement Company operates a Portland cement manufacturing facility just south of Laramie, located at 5 Sand Creek Road. As part of our operations MCC employs 120 people in various positions; we are one of the largest private employers and economic contributors in Albany County. In order to manufacture cement MCC operates quarries, extracting raw materials used in the manufacturing process. One of these raw materials is shale. As MCC looks into the future, at some point, MCC will need to progress its quarry operations to mine additional shale minerals owned by the United States adjacent to our existing Bath Shale Quarry. In January of 2012, MCC and the City of Laramie entered into an agreement relating to MCC's exploration of shale minerals, reserved and owned by the United States, underlying surface lands owned by the City of Laramie. These are the same lands over which MCC maintains a haul road under an easement agreement with the City.

MCC would like to purchase land owned by the City of Laramie, adjacent to its Bath Shale Quarry, which we anticipate permitting and mining shale owned by the United States. We believe a sale/purchase of land would be beneficial to both the City and to MCC. The property that MCC would like to purchase from the City consists of approximately 722.60 acres, more or less:

Township 14 North, Range 74 West, 6th P.M., Albany County, Wyoming

Section 1:	All that portion lying North and West of County Road 34 (Sand Creek Road)
Section 2:	All that portion lying North and West of County Road 34 (Sand Creek Road), excepting therefrom the SWSW
Section 11:	All that portion lying North and West of County Road 34 (Sand Creek Road).

In order to facilitate a potential transaction with the City, MCC ordered an appraisal of the property, prepared by Hastings & Associates of Cheyenne, Wyoming. It is our understanding that this firm is very well respected and knowledgeable when it comes to appraising rural properties in Albany County. The property that MCC desires to purchase from the City appraised for $397,500.00. Enclosed for your records is a copy of the Uniform Rural Appraisal Report, dated May

MOUNTAIN
CEMENT COMPANY

5 Sand Creek Rd.
Laramie, Wyoming 82070
(307) 745-4879 Fax (307) 742-4534

12, 2015. MCC has discussed the potential purchase internally: If the City is willing to sell the property, MCC is authorized to purchase the property from the City for $400,000.00.

We would ask that you discuss this matter with the City Council at the Council's earliest convenience. If the Council is interested, we would be happy to have a buy-sell agreement prepared to more fully outline the terms of the transaction for the City's consideration and review, and to assist the City in complying with State law relating to the sale of real property. If you or the Council have any questions, myself and others from MCC would be happy to meet with you to discuss.

We wish you a Merry Christmas and Happy New Year!

Sincerely,

Tom Hamp, President

Enclosures: As Stated

File No.MCC, LLC

Uniform Rural Appraisal Report

City of Laramie
Sand Creek Road
Laramie, WY 82070

Prepared For:

Mountain Cement Company
Mr. Jeff Brasher, PhD
5 Sand Creek Road
Laramie, WY 82070

Intended User:

Mountain Cement Company
Mr. Jeff Brasher, PhD
5 Sand Creek Road
Laramie, WY 82070

Prepared By:

Hastings & Associates
Michael J. Hastings, ARA
1520 Logan Aveneue
Cheyenne, WY 82001

Date Prepared:

5/12/15

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Letter of Transmittal

HASTINGS & ASSOCIATES APPRAISALS
1520 LOGAN AVENUE
CHEYENNE, WY 82001
(307) 637-3930

James A. Hastings
Michael J. Hastings, ARA
General Certified in
Colorado, Nebraska,
& Wyoming

May 21, 2015

Mountain Cement Company
Mr. Jeff Brasher, PhD.
RE: Appraisal Laramie Monolith Ranch
5 Sand Creek Road
Laramie, WY 82070

Dear Mr. Brasher,

As per the faxed request, the appraiser has prepared an Appraisal Report using the traditional approach to value for vacant land. The approach to value provides a high degree of reliability for the subject as an interim ranch add-on unit. The appraisal is for the city of Laramie's Monolith Ranch property. The subject property is located approximately 5 miles south of Laramie in Albany County, Wyoming. The appraisal has been prepared to estimate the Market Value of the surface rights only. The potential for minerals was not investigated except that it is normally included in the surface value if minerals are purely speculative where there are no known or proven reserves. The appraiser's analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The report is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organization with, which the appraiser is affiliated, the American Society of Farm Managers & Rural Appraisers.

Market value is defined as follows: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specific date and the passing of title from seller to buyer.

The property is valued to reflect current and existing conditions. There has not been a significant change in property values within the past twelve months. The subject property is unimproved. In the appraiser's opinion, the Market Value of the subject property, as of May 1, 2015 is:

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Letter of Transmittal

$397,500.00

THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS

The supporting data, analyses and conclusions upon which the value is based are enclosed. This report contains consecutive pages, including exhibits, addendum and is submitted to you for your use. I greatly appreciate the opportunity to complete this assignment. If I can be of additional service or if you have any questions, please let me know.

Respectfully,
Michael J. Hastings, ARA

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Uniform Agricultural Appraisal Report

Property Identification

Owner/Occupant: City of Laramie, Monolith Ranch Land
Property Address: Sand Creek Road
State/County: WY / Albany
Property Location: 5 miles south of Laramie, WY
Highest & Best Use: Interim Agriculture "As If" Vacant
Interim Agriculture "As Improved"
Zoning: Agriculture
Unit Type: [ ] Economic Sized Unit [X] Supplemental/Add-On Unit

Total Deeded Acres: 722.60
Effective Unit Size: 722.60
Zip Code: 82070
Property Code #:
FAMC Comd'lty Gp:
Primary Land Type: Rangeland
Primary Commodity: Agricultural

FEMA Community # 560001 FEMA Map # 560001C 1765E FEMA Zone/Date: 06/16/2011
Legal Description: Lengthy see attached SEC 1 TWP 14 RNG 74 Attached [X]
Purpose of Report: Market Value Estimate
Use/Intended User(s): To make an offer to purchase subject property
Rights Appraised: Effective Fee simple surface estate
Value Definition: Market value Attached [ ]
Assignment: Appraise "as is" Report Type: Appraisal Report

Extent of Process/Scope of Work: The appraiser first observed and photographed the subject property along with interviewing one of the potential property purchasers. The appraiser searched county records for information on the subject property. Prepared a thorough sales comparison analysis, which adjusted the sales to the subject property for differences in land mix, improvement contributions, market condition, size along various other factors. Reconciled and concluded to an estimated opinion of market value. See scope of work comments next page.

Appraisal Report Summary

Summary of Facts and Conclusions

Date of Inspection: 05/01/15 Effective Date of Appraisal: 05/01/15

Value Indication
- Cost Approach: $ N/A
- Income Approach: $ N/A
- Sales Comparison Approach: $ 397,500

Opinion of Value: *(Estimated Marketing Time* 3-36 *months)* $ 397,500

Cost of Repairs: $ 0 Cost of Additions: $ 0

Allocation:

Land:	$ 397,500	$ 550 / Acre	(100 %)
Land Improvements:	$ 0	$ 0 /	(0 %)
Structural Improvement Contribution:	$ 0	$ 0 /	(0 %)
Non-Realty Items:	$ 0	$ 0 /	(0 %)
Leased Fee Value *(Remaining term of encumbrance* 0 *)*	$ 0	$ 0 /	(0 %)
Leasehold Value:	$ 0	$ 0 /	(0 %)
Overall Value:		$ 550 /	(100 %)

Income and Other Data Summary: [X] Cash Rent [ ] Share [ ] Owner/Operator [ ] FAMC Suppl. Attached

Income Multiplier ( ) Income Estimate: $ / (unit)
Expense Ratio % Expense Estimate: $ / (unit)
Overall Cap Rate: % Net Property Income: $ / (unit)

Area-Regional-Market Area Data and Trends:

	Above Avg.	Avg.	Below Avg.	N/A
Value Trend	X			
Sales Activity Trend		X		
Property Compatibility		X		
Effective Purchase Power		X		
Demand		X		
Development Potential		X		
Desirability		X		

Subject Property Rating:

	Above Avg.	Avg.	Below Avg.	N/A
Location		X		
Soil Quality/Productivity		X		
Improvement Rating				X
Compatibility		X		
Rentability		X		
Market Appeal		X		
Overall Property Rating		X		

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USPAP, Organizational, or Other Requirements

Report Type: Appraisal Report
Date of Inspection: 05/01/15 **Date of Value Opinion:** 05/01/15 **Date of Report:** 5/12/15

Scope of Work *(Describe the amount and type of information researched and the analysis applied in this assignment. The Scope of Work includes, but is not limited to the degree and extent of the property inspection; the extent of research into physical and economic factors affecting the property; the extent of data research; and the type and extent of analysis applied to arrive at the opinions or conclusions. Additionally, describe sales availability & ability to demonstrate market - "as vacant" - and "as improved" if applicable - or describe sales available to form value opinion "as completed" or proposed if requested; describe income sources and ability of income to support existing or proposed construction; discuss extent of third party verification of RCN, if applicable.):*
The scope of work included defining the appraisal problem an opinion of a market value estimate for the subject property. The assignment conditions and written instructions did not limit the scope of work performed. The intended use or users of the assignment or clients objectives did not cause assignment results to be biased. The appraiser investigated and researched vacant and improved and unimproved small to medium sized land sales for the local market area. The primary market areas for sales were Albany, Laramie and Goshen Counties, with Platte and Converse Counties being secondary market areas. These local market areas were researched for small to medium land sales with similar legal, physical, functional and economic characteristics as the subject property. The period of the sales search was the past 5 years. The appraiser collected and confirmed the sales data with assumed to be knowledgeable market participants. The sales were located, mapped, photographed and analyzed. The appraiser analyzed the sales data and formed a single conclusion of estimated market value for the subject property. The appraiser followed the practice of gathering sales from various sources, including realtors, courthouse records and other reliable real estate sources. The typical measure of value for the market area is price per acre. As part of this appraisal process, the appraiser made a number of independent investigations and analyses. The appraiser relied on data retained in the continually updated office files. Major sources of data and information were the real-estate brokers, MLS, County Planner, County Clerks, County Treasurers, Natural Resources Conservation Service, Laramie, Albany and Goshen Counties Agriculture Extension Offices, County Officials, State Water Engineer and the University of Wyoming. The primary and secondary areas were researched for improved and unimproved sales with similar legal, physical and economic characteristics as the subject property. The appraiser researched sales and subject through county records and MLS, typically not available in the normal course of business in Wyoming as it is a non-disclosure state. Other applicable research included land use regulations, covenants, availability and cost of utilities and economic status reports of the various counties. Sales are collected on a continual basis in the primary and secondary markets. The appraiser used the most current similar sales possible for the market area. The sales used are considered to be in the market area of the subject property. All the assumptions and limiting conditions that affect the analysis or conclusions are set forth in the limiting conditions page of this report. This is an appraisal report.

Subject Property Sale & Marketing History: *(Analyze and report any agreements of sale, options, or current listings as of the date of the appraisal - and all sales within three (3) years prior to the effective date of appraisal. For UASFLA assignments, report the details of the LAST SALE OF THE SUBJECT - no matter when it occurred):* The subject property has been owned longer than 36 months. The subject property was reported not to have been actively listed for sale prior to 12 months preceding the proposed purchase.

Market Conditions *(Volume of Competing Listings, Volume of Sales, Amenities Sought by Buyers):* It appears the Albany County land market is somewhat in balance from a supply and demand perspective, although estimated exposure and marketing time remains somewhat extended at 12 plus months. Sales volume has increased since the economic slump of 2008-2009 with an increasing number of sales being sold over the past 24 to 36 months. Buyers continue to seek hobby type property and add-on units to larger properties. Prices paid when measured on a $/acre basis have been slightly increasing indicating strengthening demand and slightly appreciating markets. The sale of properties in the general market area appears to be average and there appears to be an average to moderate demand. The national economy appears to be tightening and appears to be in a state of turmoil, although the economists want it to be projected to remain stable. There have not been any sales/re-sales the appraiser is aware of to indicate a down turn in the local market. See additional comments page 7:

Approaches to Value *(Explain Approaches Used and/or Omitted):* All of the approaches to value were considered for this assignment, and only the Sales Comparison Approach was determined to be applicable to produce credible results. The appraiser utilized the one traditional approach to value for vacant land, the Sales Comparison Approach. The Income Approach was not used as leasing the land for interim grazing would not be a reliable indicator and is not needed to produce credible results. The Cost Approach was not used as there are no buildings on the subject property and the Cost Approach is not needed to produce credible results.

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MARKET VALUE DEFINITION

Regulations published by federal regulatory agencies pursuant to title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA)

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure on the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Other:
The definition of Market Value is derived from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989 between July 5, 1990 and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of the Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS and the FDIC on June 7, 1994, and the Inter agency Appraisal and Evaluation Guidelines, dated October 27, 1994, various USPAP editions.

EXPOSURE AND MARKETING TIME ESTIMATES

Market value (see above definition) conclusion and the costs and other estimates used in arriving at conclusion of value is as of the date of the appraisal. Because markets upon which these estimates and conclusions are based upon are dynamic in nature, they are subject to change over time. Further, the report and value conclusion is subject to change if future physical, financial, or other conditions differ from conditions as of the date of appraisal.

In applying the market value definition to this appraisal, a reasonable exposure time of 3-36 months has been estimated. Exposure time is the estimated length of time the property interest being appraised would have been offered in the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; exposure time is always presumed to **precede** the effective date of the appraisal.

Marketing time, however, is an estimate of the amount of time it takes to sell a property interest at the market value conclusion during the period **after** the effective date of the appraisal. An estimate of marketing time is not intended to be a prediction of a date of sale. It is inappropriate to assume that the value as of the effective date of appraisal remains stable during a marketing period. Additionally, the appraiser(s) have considered market factors external to this appraisal report and have concluded that a reasonable marketing time for the property is 3-36 months.

Comments: Reasonable exposure time is one of a series of conditions, in most market-value definitions. Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is defined as follows: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. A retrospective opinion based on an analysis of past events assuming a competitive and open market. Exposure time is explained in the Uniform Standards of Professional Appraisal Practice (USPAP) 2014-2015. Exposure Time is deemed to expire as of the effective date of the appraisal; it examines the time frame leading up to the effective date of valuation, linking the value estimate to how long the property would have required exposure in order to sell at the estimated market value.

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Assumptions and Limiting Conditions

The certification of the Appraiser(s) appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth in the report.

1. The Appraiser(s) assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser(s) render any opinion as to title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Sketches in the report may show approximate dimensions and are included only to assist the reader in visualizing the property. The Appraiser(s) have made no survey of the property. Drawings and/or plats are not represented as an engineer's work product, nor are they provided for legal reference.

3. The Appraiser(s) are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made.

4. Any distribution of the valuation in the report applies only under the existing program of utilization. The separate valuations of components must not be used outside of this appraisal and are invalid if so used.

5. The Appraiser(s) have, in the process of exercising due diligence, requested, reviewed, and considered information provided by the ownership of the property and client, and the Appraiser(s) have relied on such information and assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser(s) assume no responsibility for such conditions, for engineering which might be required to discover such factors, or the cost of discovery or correction.

6. While the Appraiser(s) [X] have [ ] have not inspected the subject property and [X] have [ ] have not considered the information developed in the course of such inspection, together with the information provided by the ownership and client, the Appraiser(s) are not qualified to verify or detect the presence of hazardous substances by visual inspection or otherwise, nor qualified to determine the effect, if any, of known or unknown substances present. Unless otherwise stated, the final value conclusion is based on the subject property being free of hazardous waste contaminations, and it is specifically assumed that present and subsequent ownerships will exercise due diligence to ensure that the property does not become otherwise contaminated.

7. Information, estimates, and opinions furnished to the Appraiser(s), and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser(s) can be assumed by the Appraiser(s).

8. Unless specifically cited, no value has been allocated to mineral rights or deposits.

9. Water requirements and information provided has been relied on and, unless otherwise stated, it is assumed that:

   a. All water rights to the property have been secured or perfected, that there are no adverse easements or encumbrances, and the property complies with Bureau of Reclamation or other state and federal agencies;
   b. Irrigation and domestic water and drainage system components, including distribution equipment and piping, are real estate fixtures;
   c. Any mobile surface piping or equipment essential for water distribution, recovery, or drainage is secured with the title to real estate; and
   d. Title to all such property conveys with the land.

10. Disclosure of the contents of this report is governed by applicable law and/or by the Bylaws and Regulations of the professional appraisal organization(s) with which the Appraiser(s) are affiliated.

11. Neither all nor any part of the report, or copy thereof, shall be used for any purposes by anyone but the client specified in the report without the written consent of the Appraiser.

12. Where the appraisal conclusions are subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner consistent with the plans, specifications and/or scope of work relied upon in the appraisal.

13. Acreage of land types and measurements of improvements are based on physical inspection of the subject property unless otherwise noted in this appraisal report.

14. EXCLUSIONS. The Appraiser(s) considered and used the three independent approaches to value (cost, income, and sales comparison) where applicable in valuing the resources of the subject property for determining a final value conclusion. Explanation for the exclusion of any of the three independent approaches to value in determining a final value conclusion has been disclosed in this report.

15. SCOPE OF WORK RULE. The scope of work was developed based on information from the client. This appraisal and report was prepared for the client, at their sole discretion, within the framework of the intended use. The use of the appraisal and report for any other purpose, or use by any party not identified as an intended user, is beyond the scope of work contemplated in the appraisal, and does not create an obligation for the Appraiser.

16. Acceptance of the report by the client constitutes acceptance of all assumptions and limiting conditions contained in the report.

17. Other Contingent and Limiting Conditions:

It is critical that the reader of this report understands that the state of Wyoming is a non-disclosure state and does not require full disclosure of real estate transactions. Consequentially, if the parties to a real estate transaction are not available or if they are not willing to disclose the information of the price and terms of the sale, or if it is sold without the use of a realtor/broker or MLS board member authorized by the seller to releases such information, the appraiser is unable to record or investigate the terms and sales price.

The value estimate in this report is based upon the assumption the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental conditions. The appraiser's observation of and inquiries about the subject property did not develop any information indicating any apparent hazardous substances or detrimental environmental conditions, which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the presence of hazardous material and environmental conditions on or around the property that would have a negative effect on its value.

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Area-Regional Description

Area-Regional Boundary: Wyoming is the tenth largest state of the union with roughly 97,914 square miles according to USGS, with approximately 48% in public ownership. Wyoming has 23 counties and 97 incorporated cities and towns with a state population estimated at 562,600 people. The southern portion of Albany County, Wyoming.

Major Commodities: Livestock grazing along with mainly irrigated meadows, irrigated pasture with some interspersed mixed uses as recreational and rural residential sites.

	Above Avg.	Avg.	Below Avg.	N/A
Off Property Employment:		X		

	Unlikely	Likely	Taking Place
Change in Economic Base:	X		
From			
To			

On and Off Property:

	Up	Stable	Down
Value Trend:	X		
Sales Activity Trend:		X	
Population Trend:		X	
Employment Trend:		X	

Market Availability:

	Under Supply	Balanced	Over Supply	No Influence
Cropland Units:		X		
Livestock Units:		X		
Recreational Tracts:		X		
Rural Residential Sites			X	

Forces of Value: *(Discuss social, economic, governmental, and environmental forces.)*
Wyoming was the 44th state to be admitted to the Union on July 10, 1890. Wyoming is the tenth largest state of the union with roughly 97,914 square miles according to USGS, with approximately 48% in public ownership. Wyoming has 23 counties and 97 incorporated cities and towns with a state population estimated at 532,600 people or slightly more. There are 31 county, regional or municipal airports and two international airports. The appraised property is located in Albany County, Wyoming, which is in the southeast corner of the State of Wyoming. Albany County has approximately 4,304 square miles or roughly 2,755,136 acres. Albany County is bordered by Carbon County on the west, Converse County on the north, Larimer and Jackson Counties, Colorado on the south and Laramie and Platte Counties, Wyoming on the east. The subject property is located roughly 9 miles southwest of Laramie, Wyoming. Laramie is the largest community in the county. Other small communities in the market area are Bosler and Rock River to the north, Centennial and Albany to the west and Woods Landing and Foxpark to the south.

Exposure Time: 3-36 months. *(See attached definition and discussion)*

Market Area Description

Specific Market Area Boundaries: The southern portion of Albany County, to the north is the Albany County line, the Laramie County line to the east, to the west is the Snowy Range Mountains and to the south is the Colorado border.

Market Area:

Type	Rural	Suburb	Urban
	X	X	

	Up	Stable	Down
Value Trend		X	
Sales Activity Trend		X	
Population Trend		X	
Development Trend			X

Market Area:

	Above Avg.	Avg.	Below Avg.	N/A
Property Compatability		X		
Effective Purchase Power		X		
Demand		X		
Development Potential		X		
Desirability		X		

Analysis/Comments: *(Discuss positive and negative aspects of market area.)*
The typical measure of value for the market area is price per acre. The major crops in Albany County are irrigated hay and pasture, with an area average between 1.0 to 3.0 tons of hay per acre. Yields vary considerably because of moisture and soil productivity. The hay that is harvested is fed to livestock during the winter months, sold, or both. Very little feed grain is grown in Albany County. According to Wyoming agricultural statistics as of July 2014, the reported number of all cattle in Albany County was estimated at 52,000 head, down 3,000 head from 2013. Sheep production remains fairly stable at 2,900 head in the county, the same from 2013. Markets for livestock are available at public auctions and commercial feed lots in eastern Wyoming in Torrington and in western Nebraska and northern Colorado, at Fort Collins and Greeley. The typical share for landlord is ½ on irrigated or 1/3 for dry hay production and cash rent on pasture grass. There are some ranching operations that run cows all year as a cow/calf operation. Hay is normally harvested and used as feed during the winter months. The properties in the market area range from small homesites, small recreation tracts and small recreational ranches to large ranches along with interspersed government property. The large expanse of the Medicine Bow National Forest is to the east, south and west of the county seat.

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Market Area Continued

All levels of schools are available in Laramie, as well as the University of Wyoming. There are eight elementary schools, one junior high school, one high school and two private schools. Medical facilities in Laramie include Ivinson Memorial Hospital with a 100 - bed capacity and ambulance service. Fire service is provided by a 44-man fire department, with city police and county sheriff's offices also providing protection by a full time force. Major employers are the hospital, the University of Wyoming and the Albany County School District. There are several banks, a newspaper and all the other full service companies and businesses which make up a community.

The county population for 1990 was 30,797 people, while the town of Laramie had a 1990 population estimated at 26,687 people. The county population for 2000 was approximately 32,014 people, while the town of Laramie had a 2000 population of 27,204 people. The county population for 2010 was approximately 32,758 people, while the town of Laramie had a 2010 population reported at 30,816 people.

Because the University of Wyoming is the largest employer with roughly 5,500 employees, the government sector ranks number one in contribution to personal income. The second most important is retail trade. Agriculture in Albany County is noted for its large ranches with a typical size of nearly 8,000 acres. Employment for the local market area appears to be stable. The national unemployment rate is the highest in years. The local Albany County median household income is reported at roughly $37,500, which is below the national median reported at approximately $42,000.

Rural Electric Service is available to every established farm or ranch operation headquarters, as is telephone service.

The mountains to the west and east provide recreational and natural attractions. The forest lies on both sides of the county seat and is easily accessed from Laramie. The mountains to the west have good attractions including and are not limited to boating, fishing, skiing, hiking, snowmobiling, and deer and elk hunting. The Medicine Bow National Forest and Curt Gowdy State Park with Granite and Crystal Reservoirs are to the east. There are many other attractions in the county including the Como Bluffs Fossil Beds, Hutton National Wildlife Refuge and the Jelm Mountain Observatory, along with many other natural and man-made attractions. There are several reservoirs in the area, providing fishing and agricultural use including stored irrigation water and storage of municipal water.

In the area around the subject, recreational opportunities are many. The market area has changed over the past 10 to 15 years with subdivision developments, which may include, but are not limited to; Aspen Country, Boulder Ridge, Rockaway Ranch, Windsong, Harney Creek, Vedauwoo Springs, Rainbow Ranches, The Buttes, Lake Hattie Vistas, Sheep Mountain Estates, Wild Horse Ranch and the North Fork area. Because of the mountain views and the recreation available, the area west and southwest of Laramie and north and northwest of Fort Collins is in moderate demand, especially if there is easy access. Premium views, the proximity to the mountains and national forest and ease of access all combine to enhance property values in the market area.

The market area can be summarized as southern Albany County, consisting of undulating to gently undulating to rolling to steeply rolling topography with rock outcrop with small homesite's, small recreational tracts to medium to large-sized ranches and government property in an area of recreational opportunities and open rangelands for the production of livestock during the summer months. There are some ranching operations that run cows all year as a cow/calf operation. Hay is normally harvested and used as feed during the winter months. The market area where the subject property is located is used principally for grazing activities, with smaller recreational sites in the area with some energy production and livestock production.
There are an estimated 212 miles of groomed snow trails in the Snowy Range Mountains. Laramie is the largest community in Albany County. Other unincorporated communities may include and are not limited to Bosler and Rock River to the north, Centennial, Albany and Keystone to the west and Woods Landing and Foxpark to the southwest of Laramie. Albany County is bordered by the Medicine Bow National Forest on the east & west sides. Albany County is comprised of mountains and vast open plains. The plains extend through the center of the county and are roughly 90 miles long and approximately 30 miles wide. The plains are surrounded by the Laramie Mountains to the east and by the Snowy Range Mountains to the west. The mountains vary in elevation from 7,000 to 12,000 feet above sea level, with Laramie Peak located in the extreme northeast corner of the county, at roughly 10,300 feet above sea level. The county can be divided into regions based on the mountains and the plains. The Snowy Range Mountains to the west comprise a climate zone that has an annual precipitation of over 18 inches, with most of that falling as snow. There is no assured growing season in these mountains. The Laramie Range to the east has an elevation of 6,000 to 10,000 feet above sea level and annual precipitation of roughly 16 inches. The growing season is approximately 80 to 100 days.

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Market Area Continued

The properties in the market area range from small homesites, small recreation tracts and small recreational ranches to large ranches along with interspersed government lands. The large expanse of the Medicine Bow National Forest is to the east, south and west of the county seat. The subject property is located roughly 6 miles south of Laramie, Wyoming.

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Property Description: *(Location, use and physical characteristics)* The soils mapping of Albany County is complete. The data and photographs from the NRCS in Albany County help depict the subject property. The aerial google map gives a representative view of the overall property from above.

The estimated land class is native pasture with roughly 722.6 acres. The property is nearly level to gently sloping. The general slope, aspect, and drainage are to the south and east for the bulk of the property. The property is located in the North Platte drainage system. The purchaser provided the estimated acreage figures, which were also confirmed through county records and office mapping programs. The are no structural building improvements located on the subject property. There are no known water rights associated with the subject property. There is a livestock stock pond located on the subject property. The elevation is approximately 7,215 feet above sea level.

Land Use	Deeded Acres	Unit Type	Unit Size	
				(0.0%)
				(0.0%)
				(0.0%)
Interim Pasture	722.60	Acres		(100.0%)
				(0.0%)
				(0.0%)
				(0.0%)
				(0.0%)
				(0.0%)
				(0.0%)
Total Deeded Acres	722.60	**Total Units**		**(100 %)**

Subject Description:	Above Avg.	Avg.	Below Avg.	N/A
Location		X		
Legal Access		X		
Physical Access		X		
Contiguity		X		
Shape/Ease Mgt.		X		
Adequacy Utilities		X		
Services		X		
Rentability		X		
Compatibility		X		
Market Appeal		X		

FEMA Zone/Date 06/16/2011

Building Location N/A

Climatic: 9-13 " Annual Precipitation 7,200 ' to 7,220 ' Elevation 85-110 Frost-Free Days

Utilities: Near by Water Stock Pond Electric Near By Sewer None Gas Near by Telephone

Distance To: 7 miles Schools 8 miles Hospital 12 miles Markets 2 miles Major Hwy. 6 miles Service Center

Comments Identification of the Subject Property: The subject property is interim pasture owned by the City of Laramie. The subject property consists of one contiguous parcel. The property is fenced, but may not be on the exact property lines. There are subdivisions in the market area, but have slowed tremendously due to the national economy and the numerous active listings. There is no personal property included in this appraisal. The property is located approximately 5 miles south of Laramie, Wyoming via paved Highway 287, via Sand Creek Road, via a short trail road which, is typical of the Albany County market area. The physical access to the property is considered average for the area and access was reported to be legal. This is not a warranty.

The tract is irregularly shaped, approximately 1 mile long (north to south) and up to roughly 1 mile wide (east to west), both the length and width vary. The views are typical for the surrounding rural area. The terrain on the subject property is similar to the surrounding area. The subject varies from nearly level to gently undulating. Native pasture is the cover type on the subject at the current time. The pasture appears to be typical for the market area. The grasses and vegetation are typical for this altitude and are mainly bunch grasses, which may include, but are not limited to, Wheatgrasses, Needle and Thread grass, forbs and shrubs. The main soils on the subject are sandy loams to gravely sandy loams and are on 0-10 percent slopes or less. These light brown to brownish tan soils are moderately deep, well-drained on terraces, fans and hills of uplands and foothills. The soils formed from alluvium material and derived from mixed sources. Permeability is rated from moderate to rapid. Available water capacity is rated moderate to low. Effective rooting depth is 60" or more. Runoff is rated as medium, and the hazard of water erosion is medium. The hazard of wind erosion is rated as moderate. The main limitation is the low annual precipitation. The soils are in the gravely to sandy range sites, Southern plains.

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History

[X] Ownership Longer Than 3 Years

	Owner	Recording/Reference	Date	Price Paid	Terms
Previous:				$	
Present:	City of Laramie			$	

Currently: [ ] Optioned [ ] Under Contract Contract Price: $
Buyer: [ ] Currently Listed Listing Price: $ Listing Date:

Mountain Cement Company is considering an offer to purchase the subject property.
The subject property is not known to be currently listed for sale.

Zoning

Current Zoning: Agriculture Zoning Conformity: [X] Yes [ ] No
Zoning Change: [X] Unlikely [ ] Probable To:

Comments: The county zoning on the tract is agriculture for Albany County. There is effective zoning that governs this part of Albany County. It is on a permit basis, meaning that to build, a permit is required and is usually granted. There are few restrictions on buildings as long as they are used for agriculture, residential or recreational purposes. The subject parcel is of legal size. The property is currently tax exempt, accordingly the taxes are estimated based on assessor information.

Taxes

Tax Basis:	Assessment Year	2015	**Forecast:**	
[X] Agricultural	Land	$ 18,790	Current Tax	$ 0
[ ]	Building(s)	$ 0	Estimated/Stabilized	$ 1,290
[ ]		$	Or (722.60 Ac.) =$	1.79 /acre
Parcel #:	Total Assessed Value	$ 18,790		

Trend: [ ] Up [ ] Down [X] Stable

Comments: Wyoming has one of the lowest tax levels in the United States with low real estate taxes, no corporate taxes and no personal state income tax. Utility costs are among the lowest in the country, but have and are projected to increase slightly. The property is taxed as a stone alone unit. The above taxes are estimated based on county assessor data.

Highest & Best Use Analysis

Highest & Best Use is defined as that reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legally alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

Analysis: *(Discuss legally permissible, physically possible, financially feasible, and maximally productive uses)*
The most profitable use cannot always be interpreted in terms of money. Return occasionally takes on the form of amenities. Implied is the determination of Highest and Best Use results from the appraiser's judgment and analytical skill, an opinion, not a fact to be found. There are two tests of Highest and Best Use; 1. Is as if the subject property was unimproved and vacant.
2. Is as if the subject property was improved. There are no known deed restrictions, covenants, or environmental controls that would hinder the development of the site to its Highest and Best Use, as vacant or improved. The views, location and average vegetative cover appear to be favorable for an agricultural add-on unit use. The size, topography and shape appear favorable as an agricultural add-on unit use. Access appears favorable as well. Financially, there are no limitations relating to competition and demand for higher uses. The properties in the market area are being purchased for expansion and other agricultural uses with spot subdivisions along the main highway arteries and closer to Laramie. Maximally productive: Analyses of the returns for the potential uses indicate that an agricultural use has the greatest potential to yield the maximum profit. There is money available for financing, and an agricultural add-on unit use appears Maximally Productive at the current time.

Highest and Best Use: "As if" Vacant Interim Agriculture
"As Improved" Interim Agriculture

Discussion: The subject property does not have buildings. Accordingly, the appraisal concept of consistent use between the lands use as if vacant and the structural contribution as improved has been reviewed and focused on for this assignment. There are no buildings on the subject property. Additional buildings could enhance the property value, but not significantly.

Value Methods

Valuation Methods: [ ] Cost Approach [ ] Income Approach [X] Sales Comparison Approach
(Explain and support exclusion of one or more approaches) The three approaches to value are the Cost Approach, the Income Approach and the Sales Comparison Approach. All three approaches are based on the principle that no buyer will pay more for a property than it would cost to buy another equally desirable substitute property. All of the approaches to value were considered for this assignment, and only the Sales Comparison Approach was determined to be applicable to produce credible results. There are no buildings on the subject property, therefore, the Cost Approach was not applicable. The Income Approach was not used as the subject is too small to be income producing and is not applicable. The subject property is not large enough to be a stand alone unit. Neither the Cost nor Income Approaches are needed to produce credible results.

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Sales Comparison Comments

Summary of Appraisal Problem:

The appraisal report is for a small sized add-on unit ranch property located south of Laramie, Wyoming. The appraiser did encounter some difficulties in discovering data to appraise the subject property, with the limited sales data in the market area. The sales may be some distance away, which is normal for rural Wyoming. The subject of this appraisal is an add-on unit ranch property. The appraiser searched for sales similar to the subject property. A large market area search for sales of small to medium sized properties was made that covered an extensive area. Both sales of recreational farm/ranch properties and add-on unit ranch property along with other lands for this specific use were sought. Accordingly, sales of add-on unit ranch/agricultural lands were investigated, of which several were discovered and are included in this report. The sales used in this report were selected because they required the least amount of adjustments for the typical market area. Other sales considered are located in the addendum. The best sales from the market area were selected and are presented in this report.

Method of Adjustments:

The subject is valued by using the bracketing method. The method employs the use of a Unit Adjustment Grid and market data, cited above. Adjustments are made on the grid for differences between the subject and sale. Dollar adjustments are applied for market conditions when necessary. Adjustments that cannot be reasonably quantified are indicated with a plus (+) or a minus (-), indicating an upward or downward adjustment to the sale. A plus (+) means the comparable sale is inferior to the subject, and an upward adjustment is indicated. A minus (-) means the comparable sale is superior to the subject, and a downward adjustment is indicated. Being equal is indicated by the equal (=) sign in the overall adjustment column. Please remember the plus (+) and the minus (-) are not always the same or equivalent value. Where adjustments are not positively identified, and it becomes a matter of interpretation, the plus and minus adjustments are the best basis for the appraiser's final opinion of value and, in the appraiser's opinion, most clearly represent the actions or process used by buyers and sellers in the market area.

The local real estate market gives every indication of being average to slow as there are few sales in the market area. Sales have slowed according to the realtors because of a lack of quality inventory and over pricing, long term ownership and the stringent requirements being placed on borrowers. The local Albany County economy appears and is projected to remain stable. All others for size, location, access, water, views and trees will be addressed subjectively based on the bracketing method. No adjustments are indicated for terms or condition of sale or utilities.

The primary differences between the sales and the subject are the degree of size, location, view amenities, trees and recreational amenities, development and water. All these factors relate to buyer motivation for an add-on unit property. The important factor is the property's potential as agricultural add-on unit with average grass, views and average water for livestock. The subject property was considered on the basis of land mix, size, location, water, soils, proximity to town and recreational potentials in arriving at a final conclusion of estimated value. A physical inspection of the property was performed with relevant factors extracted and considered. Sales were examined, market factors were weighted, and their influence on the subject was estimated. The sales are all closed sales that occurred during the month indicated in this report under the market comparison approach. The subject and the sales are comparable type properties and in competitive market areas.

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Sales Comparison Approach (1-5)

Sale Data	Subject	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4 4	Sale #5 5
Grantor (Seller)		DSS Holdings, LLC	King, Tom	Tronstad, Ryan	X Bar Ranch, LLC	Horse Creek Cattle, LLC
Grantee (Buyer)		King, Tom	DSS Holdings	Rogers, Casey	Baer, Stanely	Berry, Ty
Source		Broker/CR/MLS	Broker/CR/MLS	MLS/Broker/CR	Seller/CR/Contract	Seller/CR/Contract
Date	Eff 05/15	07/12	07/12	06/14	10/13	08/12
Eff Unit Size/Unit	722.60 / Acres	620	640	123	1,747	1,280
Sale Price		299,000	320,000	90,000	1,048,000	700,000
Finance Adjusted		Cash to seller 0	Cash to seller 0	Cash 0	Cash to seller 0	Cash 0
CEV Price		299,000	320,000	90,000	1,048,000	700,000
Multiplier						
Expense Ratio		52.31	60.86	28.08	38.90	37.17

The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.

Sale Comparison						
CEV Price/ Acres		482.26	500.00	730.52	599.89	546.88
LAND AND IMPROVEMENT ADJUSTMENTS						
Land Adjustment		0.00	0.00	0.00	0.00	-46.88
Impvt. Adjustment		0.00	0.00	0.00	0.00	0.00
Adjusted Price		482.26	500.00	730.52	599.89	500.00
TIME ADJUSTMENTS						
[X] Yr [ ] Mo	Periods	0	0	0	0	0
[X] Smpl [ ] Cmp	Rate	0.00	0.00	0.00	0.00	0.00
[ ] Auto [X] Man	Time Adjustment	0.00	0.00	0.00	0.00	0.00
	Time Adj. Price	482.26	500.00	730.52	599.89	500.00
OTHER ADJUSTMENTS						
Location		Inferior	Inferior	Superior	Superior	Inferior
	Adjustment	+	+	-	-	+
Size		Similar	Similar	Superior	Inferior	Similar
	Adjustment	=	=	-	+	=
Access		Inferior	Inferior	Similar	Superior	Superior
	Adjustment	+	+	=	-	+
Water		Similar	Similar	Similar	Similar	Inferior
	Adjustment	=	=	=	=	-
Potential		Superior	Superior	Superior	Superior	Inferior
	Adjustment	+	+	-	-	+
Net Adjustments		0	0	0	0	-47
ADJUSTED PRICE		482	500	731	600	500

Analysis/Comments: *(Discuss positive and negative aspects of each sale as they affect value)*

The Sales Comparison Approach to value analyzes the subject property in terms of similar sales transactions. The wide range in value by this method is shown below with the difference from a relatively narrow bracket ($249) between the low and high per acre price as adjusted, based on the above chart and considering the adjustments to each of the sales. The estimated value for the subject property is best indicated by sales #2, #4 and #5. These sales clearly indicate to the appraiser a value of $550.00 per acre as adjusted. The middle to upper range of value was estimated because the subject has an average to good location, water is appears to be average for the market area and the access is average to good. The subject has rural residential potential in the future as well. The primary differences between the sales and the subject are the degree of size, location, view amenities and future development potentials. All these factors relate to buyer motivation for an interim agricultural add-on unit property. See exhibits for complete sales data sheets. Additional sales used as support are in the addendum as well.

Sales Comparison Approach Summary:

Property Basis (Value Range): $ 482.00 to $ 731.00

Unit Basis: $ 550.00 / Acres X 722.60 Acres = $ 397,430.00

Multiplier Basis: $ X (multiple) = $

Sales Comparison Indication:

$ 397,500

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Sales Comparison Comments

Appraisal Search Parameters and Estimated Conclusions:

The appraiser's initial similar sale searches on MLS focused on sales, listings and pending sales with transaction dates within the last 1 year to current, located within 30 miles from the subject, within a reasonable site size range in acres. The initial sale search resulted in 2 sales in the market area within the past twelve months, which were not very similar. The second search was expanded to include sales from 1-2005 forward in which case there were roughly 26 sales that populated the MLS data sheet in Albany County, Wyoming. There were approximately 5 listings on the MLS for Albany County for acreages 100 acres to 1,500 acres, which is on the low side most likely due to the national economy being sluggish along with the stringent requirements by the lenders. One needs a high credit score and approximately 25% to 35% down. Sales #2, #4 and #5 are given the most weight out of the 5 sales. Sales #2, #4 and #5 are similar to the subject in site size, location and access. All the sales used have sold within the 3 year time frame. The subject is bracketed in lot size, potential, condition, and access. All of the sales are within 60 miles of the subject property. The subject's market area is an imperfect market and there are many factors purchasers are looking for. The subject is somewhat superior to most of the sales as it does have livestock water, average to good future potential and is accessible year round.

Market Participants:

The appraiser interviews assumed to be knowledgeable market participants every time a sale is confirmed. Sales confirmation may include and is not limited to: John Phillips, Real Estate broker from Casper, Wyoming. John Pearson, Real Estate broker from Buffalo, Wyoming. Corey Clark, Real Estate broker from Lusk, Wyoming. James Rinehart, Real Estate broker from Laramie, Wyoming. Dianne Watson, Real Estate broker from Centennial, Wyoming. Ron Morris ranch Real Estate broker from Colorado. Will Speer Real Estate Broker from Saratoga, Wyoming. Laurie Forester Real Estate Broker from Saratoga, Wyoming. Hall and Hall monthly publications "From Our Corner". Karla Spiegelberg, Real Estate broker from Laramie, Wyoming. The network of appraiser's colleagues. USDA publications from their national website. Publications from the USDA, University of Wyoming and Colorado agricultural statistics yearly publications on market values. The most pertinent comments from the Real Estate brokers are that buyers are waiting on the sidelines "clammed up" waiting to see what kind of deals can be acquired. There is no evidence that the land market is declining at this point. According to some of the brokers, some of the listings were overpriced for the market area, and it appeared that some of the sellers were getting greedy. The local Albany County economy appears to be stable at present. The influence of prevailing market conditions on the estimated market value for the subject property with the most recent sales data available to the appraiser appears to be minimal. Some of this is because of long-term ownership in a small college town market area and the stringent requirements being placed on potential buyers by the lenders.

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Sales Comparison Approach - Land Adjustment for Sale# 1

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #1 1 **Land Adjustment Amt. $** 0.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Unit	$/Unit	Total
Interim Pasture	620.00	482.26				722.60	482.26			348,481

Sale Land Contrib. 299,001.00 **/ Eff. Unit Size** 620.00 = 482.26 **Total** 348,481 **/ Eff. Unit Size** 722.60 = 482.26

Sales Comparison Approach - Improvement Adjustment for Sale# 1

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements – either individually or as a lump sum.

Sales Comparison - Sale #1 1 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value	Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$
	/		X $		=$		/		X $		=$
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	/		X $		=$		/		X $		=$

Sale Effective Unit Size: 620.00 $ -1
Total Improvement Value = $ 0.00 / Acres

Subject Effective Unit Size: 722.60 $
Total Improvement Value = $ 0.00 / Acres

Both the sale and subject have similar pasture lands. Although the subject has a superior location.

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Sales Comparison Approach - Land Adjustment for Sale# 2

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #2 2 **Land Adjustment Amt. $** 0.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Interim Pasture	640.00	500.00				722.60	500.00			361,300

Sale Land Contrib. 320,000.00 **/ Eff. Unit Size** 640.00 = 500.00 **Total** 361,300 **/ Eff. Unit Size** 722.60 = 500.00

Sales Comparison Approach - Improvement Adjustment for Sale# 2

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #2 2 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value	Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
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	/		X	$	=$		/		X	$	=$
	/		X	$	=$		/		X	$	=$
Sale Effective Unit Size:		640.00		$	0	Subject Effective Unit Size:		722.60		$	
Total Improvement Value = $		0.00		/	Acres	**Total Improvement Value = $**		0.00		/	Acres

Both the sale and subject have similar pasture lands. Although the subject has a superior location.

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Sales Comparison Approach - Land Adjustment for Sale# 3

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #3 3 **Land Adjustment Amt. $** 0.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Interim Pasture	123.20	730.52				722.60	730.52			527,874

Sale Land Contrib. 90,000.00 **/ Eff. Unit Size** 123.20 = 730.52 **Total** 527,874 **/ Eff. Unit Size** 722.60 = 730.52

Sales Comparison Approach - Improvement Adjustment for Sale# 3

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #3 3 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Utl/Cond.	Size	X $/Unit	Contrib. Value	Subject Impt.	Utl/Cond.	Size	X $/Unit	Contrib. Value
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
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	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$

Sale Effective Unit Size: 123.20 $ 0 — Subject Effective Unit Size: 722.60 $

Total Improvement Value = $ 0.00 / Acres — **Total Improvement Value = $** 0.00 / Acres

Both the sale and subject have similar pasture lands. Although the sale has a superior location.

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Sales Comparison Approach - Land Adjustment for Sale# 4

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #4 4 **Land Adjustment Amt. $** 0.00

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
Interim Pasture	1,747.00	599.89				722.60	599.89			433,481

Sale Land Contrib. 1,048,008.00 **/ Eff. Unit Size** 1,747.00 = 599.89 **Total** 433,481 **/ Eff. Unit Size** 722.60 = 599.89

Sales Comparison Approach - Improvement Adjustment for Sale# 4

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements -- either individually or as a lump sum.

Sales Comparison - Sale #4 4 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value	Subject Impt.	Util/Cond.	Size	X	$/Unit	Contrib. Value
	/		X $		=$		/		X $		=$

Sale Effective Unit Size: 1,747.00 $ -8
Total Improvement Value = $ 0.00 / Acres

Subject Effective Unit Size: 722.60 $
Total Improvement Value = $ 0.00 / Acres

Both the sale and subject have similar pasture lands. Although the sale has a superior location.

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Sales Comparison Approach - Land Adjustment for Sale# 5

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #5 5 **Land Adjustment Amt. $** -46.88

Land Use	Sale Acres	$/Acre	Sale Unit Type	Sale Units	$/Unit	Subj. Acres	$/Acre	Subj. Units	$/Unit	Total
	100.00	1,100.00					1,100.00			
Interim Pasture	1,180.00	500.00				722.60	500.00			361,300

Sale Land Contrib. 700,000.00 **/ Eff. Unit Size** 1,280.00 = 546.88 **Total** 361,300 **/ Eff. Unit Size** 722.60 = 500.00

Sales Comparison Approach - Improvement Adjustment for Sale# 5

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the $/Unit for the Subject Improvements – either individually or as a lump sum.

Sales Comparison - Sale #5 5 **Improvement Adjustment Amt. $:** 0.00 / Acres

Sale Impt.	Utl/Cond.	Size	X $/Unit	Contrib. Value	Subject Impt.	Utl/Cond.	Size	X $/Unit	Contrib. Value
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
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	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$
	/		X $	=$		/		X $	=$

Sale Effective Unit Size: 1,280.00 $ 0 Subject Effective Unit Size: 722.60 $

Total Improvement Value = $ 0.00 / Acres **Total Improvement Value = $** 0.00 / Acres

Both the sale and subject have similar pasture lands. Although the sale has a superior location along with a water right. The water is adjusted for above.

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Reconciliation and Opinion of Value

Summary

Cost Approach	$	N/A
Income Approach	$	N/A
Sales Comparison Approach	$	397,500

Discussion & Correlation of Values

Analysis of Each Approach and Opinion of Value: Only one approach to value was used to estimate the market value of the subject property. The following discussion will summarize the method used and the value indicated by this analytical process.

The Sales Comparison Approach was used to estimate the add-on unit/site value for the subject property. The weakness of this approach is that no two properties are exactly alike and amenities and purchasing considerations are intangible and difficult to compare and measure in the market area. The strength of this approach as it is presented is that it measures the actions of the actual buyers and sellers in the market. For this appraisal there were sales of properties that were similar enough to make a direct comparison to the subject property.

The Income Approach and Cost Approaches were not used and not needed to produce credible results.

The foregoing data, as obtained and presented, is strongly defined from the standpoint of being concordant. If the property is truly improved to its Highest & Best Use and the sales are similar, a reasonable relationship is indicated by the Sales Comparison Approach. Investors in similar type properties anticipate rent increases, or the price of their commodities will increase over a period of years. The Sales Comparison Approach reflects this anticipation and the market's disposition toward the future, which appears to be stable. Consideration was given to all of the data and the relativeness of the information collected. The information for the Sales Comparison Approach appears the most favorable and strongly suggests $25,000.00 for a recreational site with similar amenities as found on the sales. Properties such as the subject reflect somewhat higher current prices because of the quality of the available access, utilities and amenities, over those with inferior access, inferior location and fewer amenities, as found on some of the sales.

In the conclusion to value, the Sales Comparison Approach is considered to be a reliable indicator because it tends to reflect market intentions with consideration to properties that are similar to the subject property.

Allocation of Value

Opinion Of Value - *(Estimated Marketing Time* 3-36 *months, see attached)* $ 397,500

Cost of Repairs $ 0
Cost of Additions $ 0

Allocation: *(Total Deeded Units:* 722.60 *)*

Land:	$ 397,500	$ 550 /	Acre	(100 %)
Land Improvements:	$ 0	$ 0 /		(0 %)
Structural Improvement Contribution:	$ 0	$ 0 /		(0 %)

Value Estimate of Non-Realty Items:

Value of Personal Property *(local market basis)*	$ 0		
Value of Other Non-Realty Interests:	$ 0		
Non-Realty Items:	$ 0	$ 0 /	(0 %)
Leased Fee Value *(Remaining Term of Encumbrance* 0 *)*	$ 0	$ 0 /	(0 %)
Leasehold Value	$ 0	$ 0 /	(0 %)
Overall Value	$ 397,500	$ 550 /	(100 %)

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Appraiser Certification

I certify that, to the best of my knowledge and belief:

1. the statements of fact contained in this report are true and correct.
2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analysis, opinions, and conclusions.
3. I have [X] no [ ] the specified present or prospective interest in the property that is the subject of this report and I have [X] no [ ] the specified personal interest with respect to the parties involved.
4. I have performed [X] no [ ] the specified services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. my engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I [X] have [ ] have not made a personal inspection of the property that is the subject of this report.
10. [X] no one [ ] the specified persons provided significant real property appraisal assistance to the person signing this certification.

The appraiser's analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The report is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organization with which the appraiser is affiliated, the American Society of Farm Managers & Rural Appraisers.

The appraiser has made a personal inspection of the appraised property that is the subject of this report and all similar sales used in developing the estimate of market value.

The appraiser is competent through training and experience to complete the appraisal and is properly certified to prepare the appraisal.

The appraiser certifies he has met the requirements for continuing education as set forth by the American Society of Farm Managers and Rural Appraisers and the State of Wyoming. The appraiser is not subject to any investigation regarding ethical conduct and has not been charged with violating any ethical rules of the professional organization.

No Employee, director, officer, or agent of Mountain Cement Company, or any other third party acting as a joint venture partner, independent contractor, appraisal management company, or partner on behalf of the client has influenced or attempted to influence the development, reporting, result, or review of this assignment through coercion, extortion, collusion, compensation, instruction, inducement, intimidation, bribery or in any other manner. I have not been contacted by anyone other than the intended user (Client as identified in the report), purchaser, or designated contact to make an appointment to enter the subject property. The potential purchaser was contacted to make an appointment for the inspection and the potential purchaser made no attempt to influence the appraiser in anyway.

Definition of inspection:

The term inspection as used in this report is not the same level of inspection that is required for a "Professional Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical system, foundation, floor structure or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property.

This report has been electronically prepared in compliance with USPAP guidelines which includes a secure digital signature and adequate security measures in place to protect the data produced by the appraiser.

The estimated opinion of value is based upon the market data available to the appraiser and not a guarantee or warranty of value.

Effective Date of Appraisal: 05/01/15

Opinion of Value: $ 397,500

Appraiser:

Signature:

Property Inspection: [X] Yes [ ] No
Inspection Date: 05/01/15

Name: Michael J. Hastings, ARA
License #:
Certification #: 325

Appraiser has [X] inspected [X] verified [X] analyzed the sales contained herein.

Date Signed: 05/23/15

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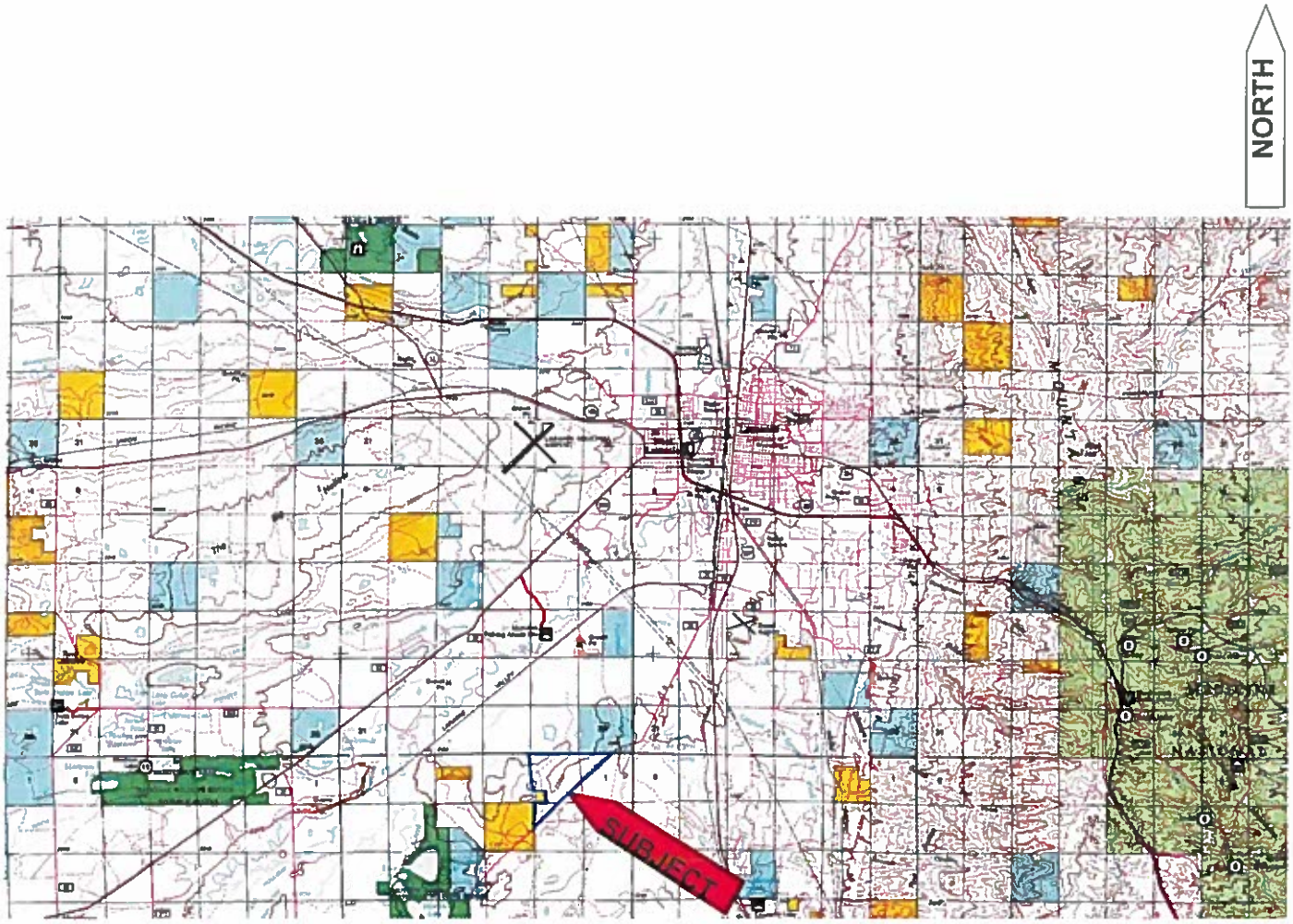
General Location Map



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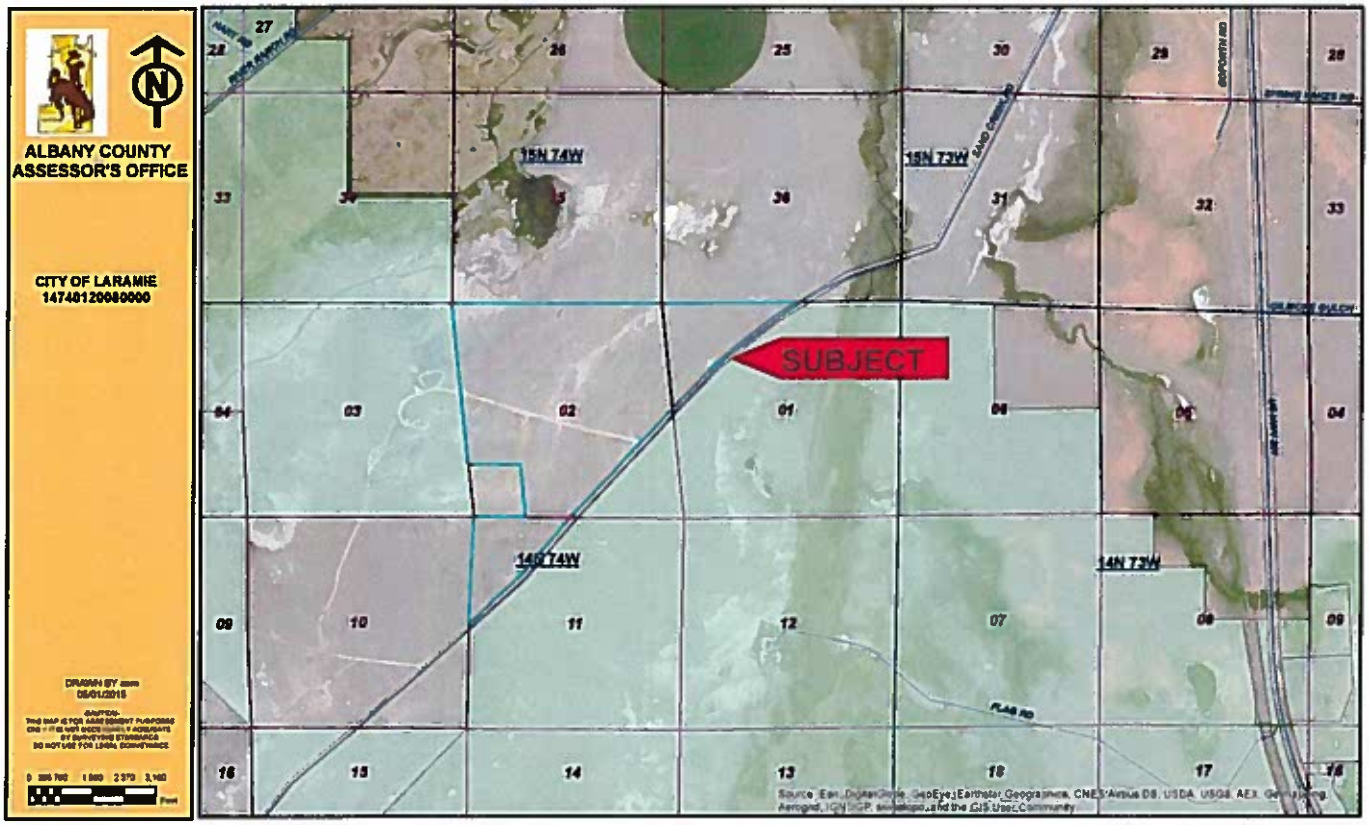
County Data map



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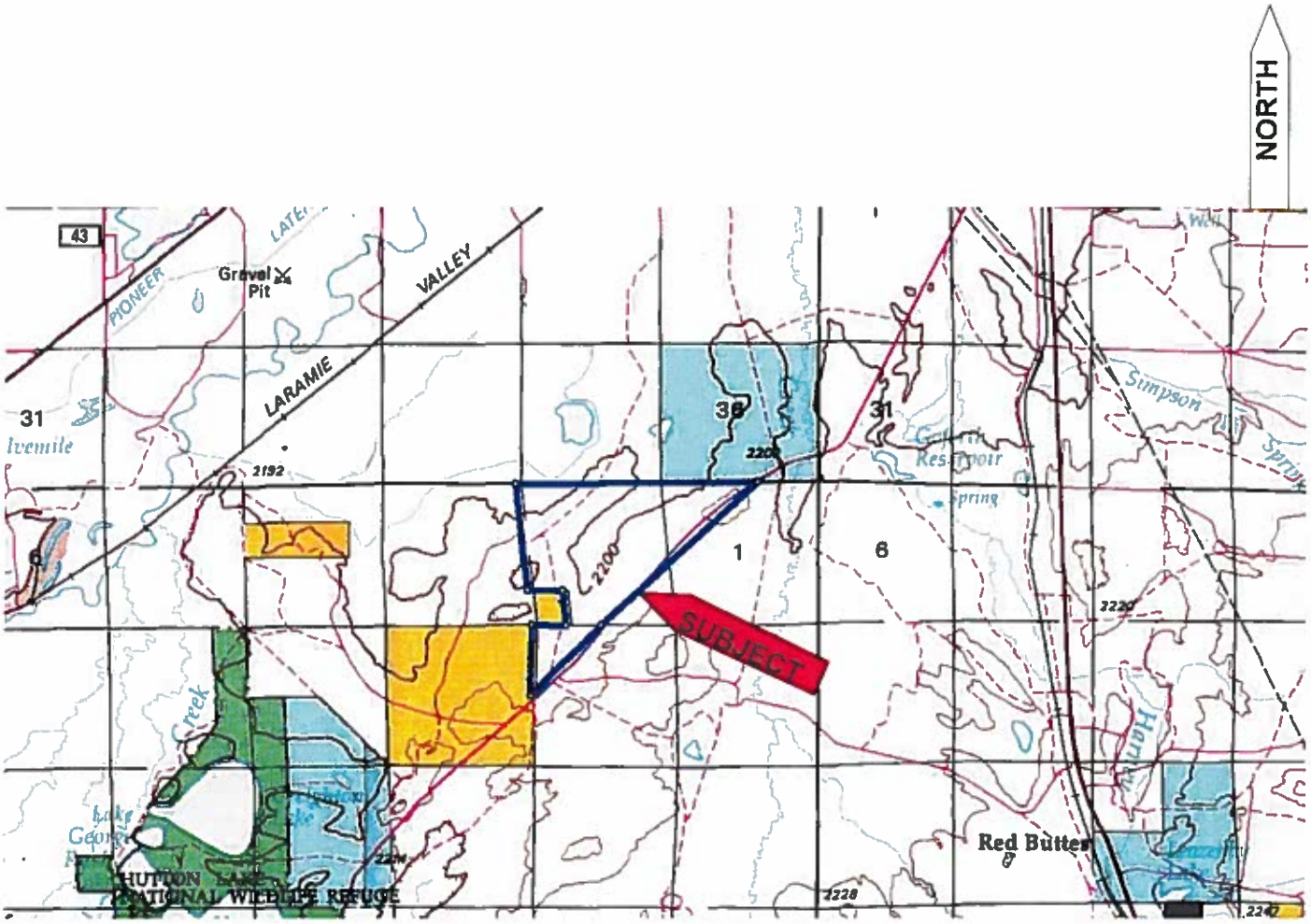
Location Map



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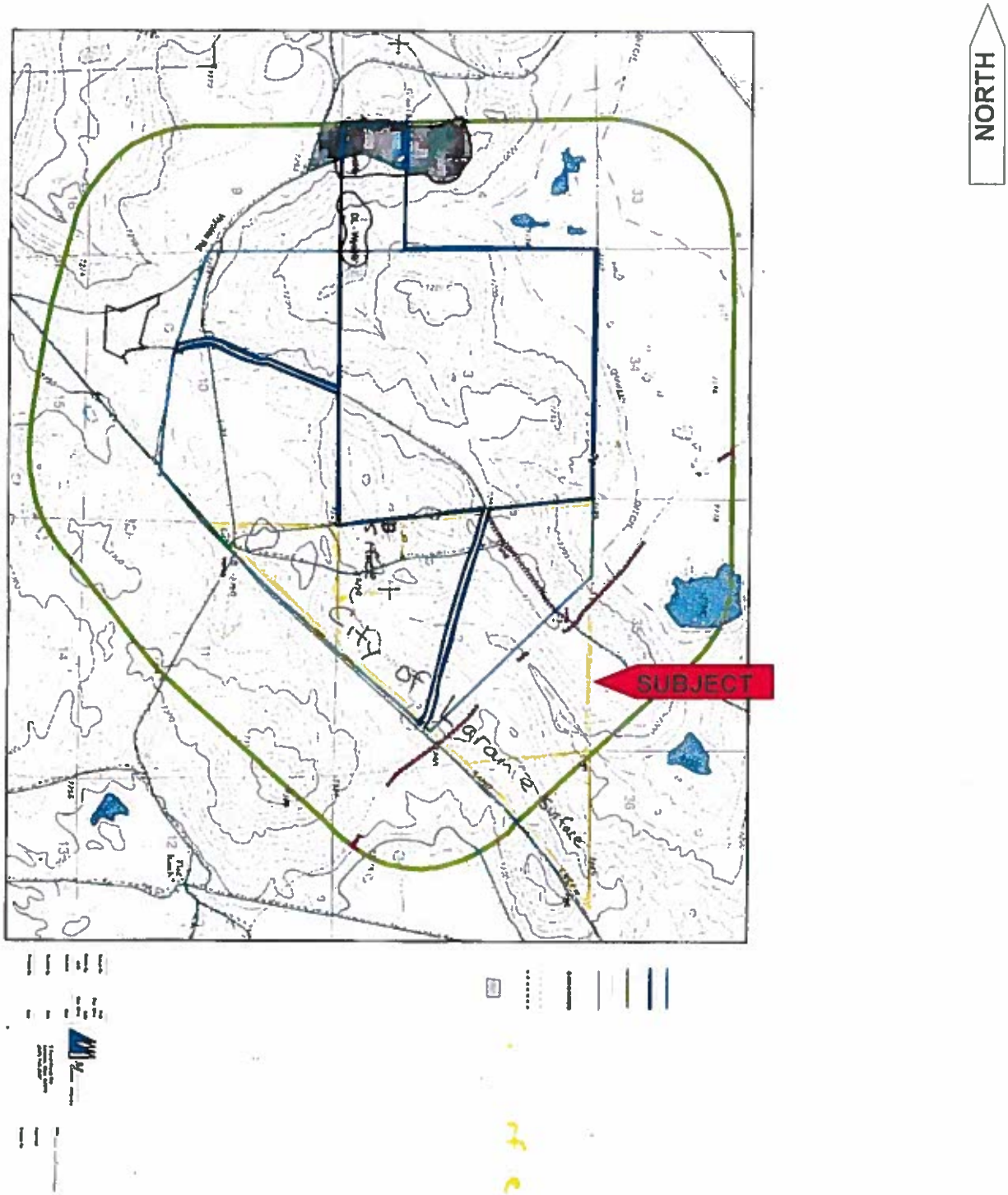
Location Map Provided



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Google Earth Map

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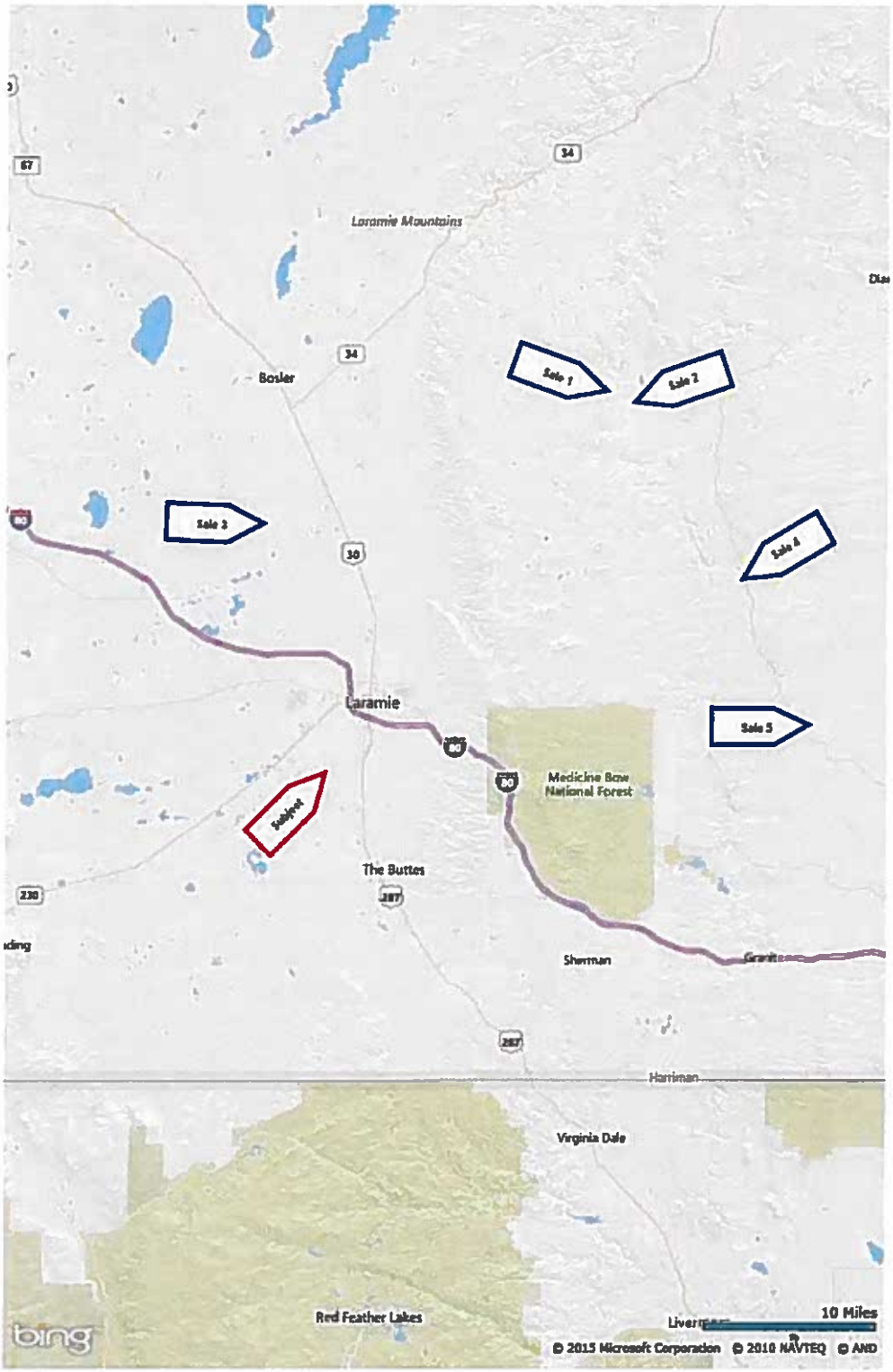
Sales Location Map



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Subject Photos

ABOVE: From the cattle guard gate looking west

BELOW: From near the cattle guard gate looking SW

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Subject Photos

ABOVE: From the gate looking northerly along Sand Creek Road

BELOW: From southern end of property looking NW

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County Data

ALBANY COUNTY ASSESSOR PROPERTY SUMMARY

Account #: R0004113
Local #: 00000000

Parcel #: 14740120080000

Appr Year: 2015 **Tax Dist:** 8101 **LEA:** 0561 **Acct Type:** Exempt

Owner's Name and Address:

CITY OF LARAMIE
ATTN: CITY MANAGER
PO BOX C

LARAMIE WY 820700000

Business: MONOLITH RANCH LAND

Property Address:

Street: 14-74-1
City: LARAMIE

Legal Description

14 N 74 W 1 TRACT N & W OF SAND CREEK ROAD 60.000, 2 ALL N OF CO RD LESS SWSW 565.600, 11 TRACT N & W OF 77.000, TOTAL ACRES: 722.600

Land Valuation Summary

Land Type	Ag Code	Abst Code	Square Feet	Value By	Unit of Measure	Number Of Units	Value Per Unit	Attr Adj	Fair Market Value
Agricultural	RA 3-4 R-	40316	25,997,044	Producing	Acres	596.81	$22.0000	1.00	$13,130
Agricultural	RA 3-4 R-	40315	5,479,412	Producing	Acres	125.79	$45.0000	1.00	$5,661
Land Subtotal:						722.6			$18,790

Land Attributes

Land Attributes	Description	Adjustment
Street	Dirt	0.0000
Topography	Level	0.0000
Utilities	None	0.0000

Total Fair Market Value $18,790

Friday, May 01, 2015 Page 1 of 2

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Sale Analysis

Index #	Albany 249	Database #	387	Sale #	1		Unimproved Sale
Grantor	DSS Holdings, LLC	Sales Price	299,000	Property Type	Recreational		
Grantee	King, Tom	Other Contrib.		Primary Land Use	Recreational		
Deeded Acres	620.00	Net Sale Price	299,000	Soils	Gravelly		
Sale Date/DOM	07/18/12 /	$/Deeded Acre	482.26	Elevation	6,750'		
Prior Sale Date		Financing	Cash to seller	Topo	Undulating to rolling		
Prior CEV Price	299,000	% Fin. Adj.	0	Water	Small creek		
Analysis Code	3133	CEV Price	299,000	H&BU	Recreational		
Source	Broker/CR/MLS	SCA Unit Type	Acres	Zoning	Agriculture		
Motivation	Recreational	Eff. Unit Size	620.00	Rainfall	9"-14"		
Highest & Best Use	Recreational	SCA $/Unit	482.26				
Address		Multiplier Unit					
City	Laramie	Multiplier No.					
County	Albany	Legal Access	Yes				
State/Zip	WY / 82070	Physical Access	Yes				
Region/Area/Zone	SE / Wst / WY	View	Foothills	Tax ID/Recording			
Location	30 miles Nth Laramie	Utilities	Available in area	Sec/Twp/Rge	13 / 19 / 72		

Legal Description: T. 19 N., R. 72 W. of the 6th P.M. Section 13: All south of County Road 12;

Land Mix Analysis

Land-Mix Analysis

Land Use	Ratios	Acres	$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Recreational Pasture	%	620.00 Ac.	482.26			X $ = $	299,001
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Totals		620.00 Ac.	482.26			X $ = $	299,001

CEV Price $ 299,000 **- Land Contribution $** 299,001 **= Improvement Contribution $** -1

Income Analysis

Income Estimate Basis: [ ] Cash [ ] Share [X] Owner/Operator

Income Source [ ] Actual [X] Estimated	Units	Unit Measure	Stabilized Yield	Total Production: Stabilized $/Unit	Total Production: Gross Income	Cash/Share/Owner Income: Share %	Cash/Share/Owner Income: Income $
Pasture	620.00	Acres	0.30	20.00	3,720	100	3,720

Improvements [ ] Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 3,720

Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	$ 806		$		$
Insurance	$ 465		$		$
Maintenance	$ 320		$		$
Management	$ 355		$		$

Total Expenses 1,946 / Stabilized G.I. 3,720 = Expense Ratio 52.31 % **Total Expenses = $** 1,946

Net Income 1,774 / CEV Price 299,000 = Cap Rate 0.59 % **Net Income = $** 1,774

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Index # Albany 249 **Database #** 387 **Sale #** 1

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The purchaser bought this property to replace the property is sold to DSS Holdings. The property was undulating to rolling foothills pasture.

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Index # Albany 249 **Database #** 387 **Sale #** 1

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Sale Analysis

Index #	Albany 7-12	Database #	388	Sale #	2		Unimproved Sale
Grantor	King, Tom	Sales Price	320,000	Property Type	Recreational		
Grantee	DSS Holdings	Other Contrib.		Primary Land Use	Recreational		
Deeded Acres	640.00	Net Sale Price	320,000	Soils	Gravelly		
Sale Date/DOM	07/18/12 / 1Yrs	$/Deeded Acre	500.00	Elevation	6,800'		
Prior Sale Date		Financing	Cash to seller	Topo	Undulating to rolling		
Prior CEV Price		% Fin. Adj.	0	Water	Small Creek		
Analysis Code	3133	CEV Price	320,000	H&BU	Recreational		
Source	Broker/CR/MLS	SCA Unit Type	Acres	Zoning	Agriculture		
Motivation	Recreational	Eff. Unit Size	640.00	Rainfall	9"-14"		
Highest & Best Use	Recreational	SCA $/Unit	500.00				
Address		Multiplier Unit					
City	Laramie	Multiplier No.					
County	Albany	Legal Access	Yes				
State/Zip	WY / 82070	Physical Access	Poor				
Region/Area/Zone	SE / Wst / WY	View	Foothills	Tax ID/Recording			
Location	30 miles Wst Laramie	Utilities	Available in area	Sec/Twp/Rge	14 / 18 / 72		

Legal Description: T. 18 N., R. 72 W. of the 6th P.M. Section 14: All;

Land-Mix Analysis

Land Use	Ratios	Acres	$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Recreational Pasture	%	640.00 Ac.	500.00			X $ = $	320,000
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Totals		640.00 Ac.	500.00			X $ = $	320,000

CEV Price $ 320,000 **- Land Contribution $** 320,000 **= Improvement Contribution $**

Income Analysis

Income Estimate Basis: [ ] Cash [ ] Share [X] Owner/Operator

Income Source [ ] Actual [X] Estimated	Units	Unit Measure	Stabilized Yield	Total Production: Stabilized $/Unit	Total Production: Gross Income	Cash/Share/Owner Income: Share %	Cash/Share/Owner Income: Income $
Pasture	640.00	Acres	0.30	20.00	3,840	100	3,840

Improvements [ ] Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 3,840

Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	$ 800		$		$
Insurance	$ 832		$		$
Maintenance	$ 330		$		$
Management	$ 375		$		$

Total Expenses 2,337 / Stabilized G.I. 3,840 = Expense Ratio 60.86 % **Total Expenses = $** 2,337

Net Income 1,503 / CEV Price 320,000 = Cap Rate 0.47 % **Net Income = $** 1,503

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Index # Albany 7-12 **Database #** 388 **Sale #** 2

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The purchaser owns other large recreational property in the area and is blocking up borders. The property was mostly open pastures with rock out cropping.

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Index # Albany 7-12 **Database #** 388 **Sale #** 2

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Sale Analysis

Index #	AL14-001	Database #	98	Sale #	3		Unimproved Sale
Grantor	Tronstad, Ryan	Sales Price	90,000	Property Type	Ag/Rec		
Grantee	Rogers, Casey	Other Contrib.		Primary Land Use	Mixed Ag/Rec		
Deeded Acres	123.20	Net Sale Price	90,000	Elevation	7,300		
Sale Date/DOM	06/27/14 / 422	$/Deeded Acre	730.52	Water	None		
Prior Sale Date		Financing	Cash	Live Water	Pond		
Prior CEV Price		% Fin. Adj.	0	Zoning	County		
Analysis Code	MH	CEV Price	90,000				
Source	MLS/Broker/CR	SCA Unit Type	Acres				
Motivation	Rural Life Style	Eff. Unit Size	123.20				
Highest & Best Use	Agricultural - Part Time	SCA $/Unit	730.52				
Address	Howell Road	Multiplier Unit					
City	Laramie	Multiplier No.					
County	Albany	Legal Access	Yes				
State/Zip	WY / 82070	Physical Access	Yes				
Region/Area/Zone	SE / Laramie /	View	Mountains	Tax ID/Recording	2014-3011		
Location	8 miles Nth Laramie	Utilities	Near by	Sec/Twp/Rge	6 / 16 / 73		

Legal Description: T. 16 N., R. 73 W. of the 6th P.M. Section 6: All of Lots 2 and 3;

Land Mix Analysis

Land Use	Ratios	Acres	$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Pasture	%	123.20 Ac.	730.52			X $ = $	90,000
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Totals		123.20 Ac.	730.52			X $ = $	90,000

CEV Price $ 90,000 **- Land Contribution $** 90,000 **= Improvement Contribution $**

Income Analysis

Income Estimate Basis: [X] Cash [ ] Share [ ] Owner/Operator

Income Source [ ] Actual [X] Estimated	Units	Unit Measure	Stabilized Yield	Total Production: Stabilized $/Unit	Total Production: Gross Income	Cash/Share/Owner Income: Share %	Cash/Share/Owner Income: Income $
Pasture	123.20	AUM's	0.23	20.00	2,464	100	2,464

Improvements [ ] Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 2,464

Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	$ 156		$		$
Insurance	$ 93		$		$
Maintenance	$ 234		$		$
Management	$ 209		$		$

Total Expenses 692 / Stabilized G.I. 2,464 = Expense Ratio 28.08 % **Total Expenses = $** 692

Net Income 1,772 / CEV Price 90,000 = Cap Rate 1.97 % **Net Income = $** 1,772

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Index # AL14-001 **Database #** 98 **Sale #** 3

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The property was fenced on all sides. There was a large pond on the property, which fluctuates with area rainfall. The property is currently zoned agriculture. The property sold for list price. The property was on the market roughly 422 days.

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Sale Analysis

Index # LA13-009	Database # 141	Sale # 4	Unimproved Sale

Grantor	X Bar Ranch, LLC	Sales Price	1,048,000	Property Type	Interim Agriculture
Grantee	Baer, Stanely	Other Contrib.		Primary Land Use	Ag/RR/Rec
Deeded Acres	1,747.00	Net Sale Price	1,048,000	Elevation	6,800
Sale Date/DOM	10/30/13 /	$/Deeded Acre	599.89	Live Water	None
Prior Sale Date		Financing	Cash to seller	Terrain	Undulating
Prior CEV Price		% Fin. Adj.	0	Vegetation	Grasses, Forbes
Analysis Code	MH	CEV Price	1,048,000	Zoning	County
Source	Seller/CR/Contract	SCA Unit Type	Acres	Water	2 Stock wells
Motivation	Expansion	Eff. Unit Size	1,747.00		
Highest & Best Use	Interim Agriculture	SCA $/Unit	599.89		
Address	1500 Horse Creek	Multiplier Unit			
City	Horse Creek	Multiplier No.			
County	Laramie	Legal Access	Yes		
State/Zip	WY / 82061	Physical Access	Yes		
Region/Area/Zone	SE / Cheyenne /	View	Rural	Tax ID/Recording	Rep. #623988
Location	15 miles NW of Cheyenne	Utilities	On site	Sec/Twp/Rge	11 / 15 / 69

Legal Description: T. 15 N., R. 69 W. of the 6th P.M. All of Sec's., 11 & 12; T. 15 N., R. 68 W.Sec., 7: N2, N2S2;

Land Mix Analysis

Land-Mix Analysis

Land Use	Ratios	Acres	$/Acre	Unit Size	Unit Type	$/Unit	Total Unit Value
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Interim Pasture	%	1,747.00 Ac.	599.89			X $ = $	1,048,008
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
	%	Ac.				X $ = $	
Totals		1,747.00 Ac.	599.89			X $ = $	1,048,008

CEV Price $ 1,048,000 **- Land Contribution $** 1,048,008 **= Improvement Contribution $** -8

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $
Pasture	1,747.00	AUM's	0.35	20.00	12,229	100	12,229

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 12,229

Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	$ 1,355		$		$
Insurance	$ 1,200		$		$
Maintenance	$ 1,162		$		$
Management	$ 1,040		$		$

Total Expenses 4,757 / Stabilized G.I. 12,229 = Expense Ratio 38.90 % **Total Expenses = $** 4,757

Net Income 7,472 / CEV Price 1,048,000 = Cap Rate 0.71 % **Net Income = $** 7,472

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Index # LA13-009 **Database #** 141 **Sale #** 4

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The sale never made the open real-estate market, therefore he DOM is left blank. The purchaser had leased the property over the past several years from the seller. The agreed upon price was market based from the sellers extensive and active knowledge of real-estate values in the market area. The sale appears to be consistent with other pasture land sales in the market area.

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Index # LA13-009 **Database #** 141 **Sale #** 4

ABOVE:

BELOW:

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Sale Analysis

Index # LA12-0013	Database # 91	Sale # 5	Unimproved Sale

Grantor	Horse Creek Cattle, LLC	Sales Price	700,000	Property Type	Transitional
Grantee	Berry, Ty	Other Contrib.		Primary Land Use	Interim Grazing
Deeded Acres	1,280.00	Net Sale Price	700,000	Soils	Sandy loams
Sale Date/DOM	08/08/12 /	$/Deeded Acre	546.88	Elevation	6,150
Prior Sale Date		Financing	Cash	Terrain	Undulating
Prior CEV Price	700,000	% Fin. Adj.	0	Water	Horse Creek
Analysis Code	3133	CEV Price	700,000	H&BU	Interim Pasture
Source	Seller/CR/Contract	SCA Unit Type	Acres	Zoning	County
Motivation	Expansion	Eff. Unit Size	1,280.00	Rainfall	12"-18"
Highest & Best Use	Iterim Agriculture	SCA $/Unit	546.88		
Address		Multiplier Unit			
City	Cheyenne	Multiplier No.			
County	Laramie	Legal Access	Marginal		
State/Zip	WY / 82009	Physical Access	Yes		
Region/Area/Zone	SE / Cheyenne /	View	Rural	Tax ID/Recording	Recp #597295
Location	22 miles NW of Cheyenne	Utilities	Near-by	Sec/Twp/Rge	14 / 16 / 69

Legal Description: T. 16 N., R. 69 W.; Section 14: All; Section 23: All;

Land Mix Analysis

Land-Mix Analysis

Land Use	Ratios	Acres		$/Acre	Unit Size	Unit Type		$/Unit		Total Unit Value
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
Bottom/Subby Pasture	%	100.00	Ac.	1,100.00			X	$	= $	110,000
Interim Pasture	%	1,180.00	Ac.	500.00			X	$	= $	590,000
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
	%		Ac.				X	$	= $	
Totals		1,280.00	Ac.	546.88			X	$	= $	700,000

CEV Price $ 700,000 **- Land Contribution $** 700,000 **= Improvement Contribution $**

Income Analysis

Income Estimate Basis: ☐ Cash ☐ Share ☐ Owner/Operator

Income Source ☐ Actual ☐ Estimated	Units	Unit Measure	Stabilized Yield	Total Production Stabilized $/Unit	Total Production Gross Income	Cash/Share/Owner Income Share %	Cash/Share/Owner Income Income $
Bottom Pasture	100.00	AUM's	1.00	25.00	2,500	100	2,500
Interim Pasture	1,180.00	AUM's	0.35	20.00	8,260	100	8,260

Improvements ☐ Improvements Included in Land Rent /mo /yr

Stabilized Gross Income = $ 10,760

Expense Items:		**Expenses (cont.):**		**Expenses (cont.):**	
Real Estate Tax	$ 850		$		$
Insurance	$ 500		$		$
Maintenance	$ 1,150		$		$
Management	$ 1,500		$		$

Total Expenses 4,000 / Stabilized G.I. 10,760 = Expense Ratio 37.17 % **Total Expenses = $** 4,000

Net Income 6,760 / CEV Price 700,000 = Cap Rate 0.97 % **Net Income = $** 6,760

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Index # LA12-0013 **Database #** 91 **Sale #** 5

Improvement Analysis

Improvement Analysis

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type										
Size										
Unit										
Utility										
Condition										
Age										
Remaining Life										
RCN/Unit										
RCN										
% Physical Depreciation										
RCN Remainder After Phys. Depr.										
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.										
% External Obsolescence										
Total Impt. Contribution										
Contribution $/Unit										

Physical Depreciation _____% Functional Obsolescence_____% External Obsolescence _____% Total Depreciation _____ %
Total RCN $ _____ Total Improvement Contribution: $ _____ Improvement As % of Price _____ %

Comments

The property had been leased for sometime by the purchaser. There is a small water right for the bottom pasture from Horse Creek. The property was part of a larger agricultural unit. The seller is liquidating and scaling back his operation. The sale had a lack of legal access, except to the purchaser. The sale never made the open real-estate market, therefore the DOM is left blank. The agreed upon price was market based from the sellers extensive and active knowledge of real-estate values in the market area. The sale appears to be consistent with other pastureland sales in the market area.

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Index # LA12-0013 **Database #** 91 **Sale #** 5

ABOVE:

BELOW:

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Faxed Appraisal Request

Apr. 13. 2015 10:40AM Mtn. Cement Main Office No. 1642 P. 1

6 Sand Creek Road
Laramie, WY
82070
MOUNTAIN CEMENT COMPANY
(307) 745-4679 (Phone)

FAXED
4.13.15
1·307·637.3589

PURCHASE ORDER

PO Number 062614
PO Date 4/12/2015
Req Cntr 1
Page No. 1 of 1

VENDOR

Hastings & Assoc. Appraisal Svc
1520 Logan Ave.
Cheyenne, WY 82001

SHIP TO

Mountain Cement Company
6 Sand Creek Road
Laramie, WY 82070

SHIP VIA	F. O. B.	TERMS	REQ BY	CONFIRM TO		VENDOR ID
Vendor	FOB PLANT	Per Agreement	JEFF BRASHER	FAX	N	HAAPP

INVENTORY ID	PROMISED	REQUIRED	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
000EA	4/12/2015	4/12/2015	EACH	1.0000	2,150.0000	2,150.00
511900 101-00000						

LAND SURFACE ESTATE VALUE APPRAISAL

(For Land To Be Included In Bath Shale Quarry Permit Amendment)

Retainer Fee To Be Paid With Execution Of Agreement $967.50

Balance to Be Paid After Reports Completed, Before Reports Delivered $1,182.50

TOTAL 2,150.00

TERMS: PO No. must appear on all cartons, invoices, and other documents; ALL SHIPMENTS must contain packing slip or invoice copy; price each item separately; notify if unable to deliver as specified; no substitutions allowed without prior consent. This order constitutes an offer which may be revoked by Purchaser at any time prior to acceptance by Seller.

Not Valid Unless Signed By Purchasing Agent

Michael D. Shanley

AUTHORIZED SIGNATURE

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Appraiser Qualifications

QUALIFICATIONS OF APPRAISER
MICHAEL J. HASTINGS, ARA

EDUCATION:

UNIVERSITY OF WYOMING, B.S. DEGREE, COLLEGE OF AGRICULTURE, RANGE MANAGEMENT:

REAL ESTATE COURSES:
AMERICAN SOCIETY OF FARM MANAGERS & RURAL APPRAISERS

A-10 PRINCIPLES APPRAISAL SCHOOL, AUSTIN, TX 2-93
A-12 STANDARDS OF PROFESSIONAL PRACTICE AND
CODE OF ETHICS, BILLINGS, MT 3-94, PART III 3-95
A-15 REPORT WRITING FOR APPRAISALS, DENVER, CO 3-93
A-20 PRINCIPLES OF RANCH APPRAISAL, AUSTIN, TX 2-93
A-29 HIGHEST AND BEST USE SEMINAR, CASPER, WY 8-93
A-30 ADVANCED RURAL APPRAISALS, DENVER, CO 7-93
A-25 EMINENT DOMAIN, ALBUQUERQUE, NM, 2-96
VALUATION OF CONSERVATION EASEMENTS, 1-08
A-360 INTRODUCTION TO APPRAISAL REVIEW, 4-08
A-370 APPRAISAL REVIEW UNDER USPAP, 4-08
A-300 ADVANCED APPROACHES TO VALUE FOR RURAL APPRAISALS, DENVER, CO, 10-08

APPRAISAL INSTITUTE COURSES

APPRAISAL PRINCIPLES 110, ALBUQUERQUE, NM, 11-94
APPRAISAL PROCEDURES 120, ALBUQUERQUE, NM, 11-94
BASIC INCOME CAPITALIZATION 310, DENVER, CO, 3-02

SPECIAL SEMINARS

HIGHEST & BEST USE 6-93, ENVIRONMENTAL LIABILITY AND RISK MANAGEMENT IN REAL-ESTATE 6-93, SALES ANALYSIS 6-94, FAIR LENDING 1-95, SALES COMPARISON APPROACH 2-96, EQUAL HOUSING AND FAIR LENDING 7-97, EMINENT DOMAIN & CONDEMNATION 12-97, INTERNET AND THE APPRAISER 5-98, LITIGATION SKILLS FOR THE APPRAISER 1-98, USPAP 9-98, COST APPROACH 12-98, APPRAISING MANUFACTURED HOUSING 1-99, USPAP UPDATE 2-99, USPAP UPDATE 11-99, RANCH APPRAISAL 2-00, WATER RIGHTS 2-00, RURAL RESIDENTIAL VALUATION 7-00, EASEMENT VALUATION 7-00, URBAN ANALYSIS 7-00, DEMONSTRATION REPORT WRITING 1-02, USPAP UPDATE 2-02, UNIFORM STANDARDS FOR FEDERAL LAND ACQUISITIONS 9-02, USPAP UPDATE 1-03, USPAP UPDATE 2-04, USPAP UPDATE 1-05, APPRAISING CONSERVATION EASEMENTS 3-05, APPRAISING AGRICULTURE LAND IN TRANSITION 9-05, USPAP UPDATE 5-06; AICR 1-07, USPAP UPDATE 2-07, ADVANCED SALES CONFIRMATION AND ANALYSIS 9-07, CODE OF ETHICS 9-07, APPRAISING REO'S & FORECLOSURES 12-07, UNIFORM STANDARDS FOR FEDERAL LAND ACQUISITIONS 7-08, ADVANCED CONSERVATION EASEMENTS ISSUES, 10-08, USPAP UPDATE 1-09, VALUATION OF CONSERVATION EASEMENTS AND OTHER PARTIAL INTERESTS IN REAL ESTATE 10-09, USPAP UPDATE 1-10, WIND ENERGY SEMINAR 7-10, MOST COMMON USPAP VIOLATIONS IN THE URAR 1-11, MOST COMMON USPAP VIOLATIONS IN NON-RESIDENTIAL APPRAISALS 1-11, CURRENT ENVIRONMENTAL ISSUES AFFECTING REAL PROPERTY APPRAISAL 1-11, USPAP UPDATE 1-12, APPRAISING RESIDENTIAL PROPERTIES IN WYOMING, 1-12, APPRAISALS THROUGH THE EYES OF THE RSVIEWER, 1-12, RANGE CAMP 6-12, RESIDENTIAL APPRAISAL REVIEW 1-13, LOSS PREVENTION PROGRAM FOR REAL ESTATE APPRAISERS 1-13, MINERALS VALUATION 9-13, USPAP 1-14; WATER RIGHTS VALUATION 5-14;

BACKGROUND

U.S. ARMY 1983 TO 1986
WYOMING ARMY NATIONAL GUARD, 1986 TO 1990
OFFICER IN THE WYOMING ARMY NATIONAL GUARD, 1990 TO 2003
(Retired Honorably 11/03)
GENERAL CERTIFIED APPRAISER, HASTINGS & ASSOCIATES, JAN 1991 TO July 2013
GENERAL CERTIFIED APPRAISER WY State Lands Office July, 2013 to Present

STATE CERTIFICATIONS

WYOMING CERTIFIED GENERAL REAL ESTATE APPRAISER, PERMIT #325
COLORADO CERTIFIED GENERAL REAL ESTATE APPRAISER, PERMIT #40016750

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Appraiser Qualifications

PROFESSIONAL MEMBERSHIPS

AMERICAN SOCIETY FARM MANAGERS & RURAL APPRAISERS, ACCREDITED RURAL APPRAISER
AMERICAN SOCIETY FARM MANAGERS & RURAL APPRAISERS, WY CHAPTER PAST PRESIDENT
UW ALUMNI LIFE MEMBER
DUCKS UNLIMITED MEMBER
ROCKY MOUNTAIN ELK FOUNDATIION MEMBER
TROUT UNLIMITED MEMBER
THE AMERICAN LEGION MEMBER

PROPERTY TYPES APPRAISED

FARMS AND RANCHES OF ALL TYPES AND SIZES, RURAL RESIDENTIAL AND COMMERCIAL AG PROPERTIES, SALES, EASEMENTS/CONDEMNATION, PURCHASES AND MORTGAGES, LAND EXCHANGES, CONSERVATION EASEMENTS:

CLIENTS/REFERENCES

ALEX DAVISON, ATTORNEY, (307) 635-4111
DEVON O'CONNELL, ATTORNEY, (307) 745-3626
DAVE BERRY, RANCHER, (307) 638-2910
DOUG SAMUELSON, RANCHER (307) 637-3300
TIM HANSEN, RPRA, USFS (303) 969-5368
STEVE GLEASON, ARA, (307) 577-4700
STEVE FREUDENTHAL, ATTORNEY, 123 E 17TH ST., CHEYENNE, WY 82001, 307-634-2240
BRENDA L. ARNOLD, ADMISTRATOR DEP. OF REVENUE (307) 777-5235
LOUIS J. GARONE, MAI, SRA, SENIOR APPRAISER (720)956-4551

ADDITIONAL REFERENCES UPON REQUEST:

LONG REIMER & WINEGAR, LP
LARAMIE, RAWLINS AND CHEYENNE ATTORNEYS
UNIVERSITY OF WYOMING
GRAND VALLEY NATIONAL BANK
WYOMING ARMY NATIONAL GUARD
CHEYENNE PARKS & RECREATION
FIRST INTERSTATE BANK
WYOMING STOCK GROWERS AG LAND TRUST
WYOMING OFFICE OF STATE LANDS & INVESTMENTS
PREHODA, LEONARD & EDWARDS, LLC
ALBANY COUNTY COURT
JONAH BANK OF WYOMING
PENCE & MACMILLAN, LLC
FIRST DAKOTA NATIONAL BANK
NICOLAS & TANGEMAN LLC
BERGER CATTLE COMPANY, LP
FARM SERVICE AGENCY, WY
RAWLINS NATIONAL BANK
AMERICAN NATIONAL BANK
WYOMING GAME & FISH
BLM & U.S. FOREST SERVICE
THE NATURE CONSERVANCY
FARM CREDIT SERVICES OF AMERICA
WYOMING BANK & TRUST
FIRST NATIONAL BANK OF WYOMING
RABO AGRIFINANCE
USDA RURAL DEVELOPMENT
PATTON & DAVISON
MCKELLAR, TIEDEKEN & SCOGGIN, LLC
COOK & ASSOCIATES PC

DECLARED EXPERT WITNESS FOR JACOBY VS. JACOBY BY JUDGE KALOKATHIS, LARAMIE COUNTY 2/2003
DECLARED EXPERT WITNESS FOR STONE VS. STONE BY JUDGE KALOKATHIS, LARAMIE COUNTY 2/2003
DECLARED EXPERT WITNESS FOR MADDEN VS. MADDEN BY JUDGE DONNELL, ALBANY COUNTY 11/2006
TESTIFIED AS EXPERT WITNESS FOR ARAGON VS. ARAGON BEFORE JUDGE DONNELL, ALBANY COUNTY 5/2008
TESTIFIED AS EXPERT WITNESS BEFORE JUDGE DONNELL, ALBANY COUNTY 1/2013

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Additional Sale

Sale Analysis Sheet

STATE:	WYOMING	COUNTY:	Goshen		
FROM:	T. Kimzey			TO:	HEP Oil et al
DATED:	Jul-10	TYPE OF DOCUMENT:		WD	
RECORDED:	Yes				
LEGAL DESCRIPTION:	T. 22 N., R. 65 W., 6th P.M.				
	T. 21 N., R. 64 W., 6th P.M.	Lengthy legal description on file in appraiser office			
	T. 22 N., R. 64 W., 6th P.M.				
DOM	420 days TOTAL				
PRICE P/A:	$711 PRICE	$5,350,000		ACRES:	7,521.48
TERMS:	Cash to				
VERIFIED WITH/BY:	Broker/Third party		WITH:	Hastings	
RSVN & RSTR	None known		DATE:	9-Mar	
EASEMENTS:	Observed road and utilities		INSPECTED BY:		Hastings
UTILITIES:	Available				
LOCATION:	18 miles southwest of Yoder, WY				
SOILS:	Dunday-Trelone complex, 3 to 35 percent slopes				
NEIGHBORHOOD:	Agricultural				
ACCESS:	County				
TOPOGRAPHY:	Level to				
VEGETATION:	CRP, Native grasses, forbs and shrubs				
CURRENT USE:	Agriculture				
WATER:	7 wells, creeks, dams and 13 springs				
ELEVATION:	Approximately 5,000± feet				
ZONING:	None				
RAINFALL:	12"-18"				
H & BU:	Present use, ranching/agriculture				
IMPROVEMENTS:	One story house with 1,104 SqFt, garage with 1,152 SqFt.				
	CRP expires in 2010 and 2011				
	Property is known as Deer Ranch.				
REMARKS:	State lease on 480 acres, 280 acres BLM				
LANDLORD BASED					
EST GROSS INCOME	ESTIMATED NET INCOME		$103,484	GIM	39.97
EST EXPENSES	$30,363 CAP RATE	1.93%		EX RATIO	22.70%

LAND TYPE	AUM'S	ACRES	Per AUM	PRIAC	TOTAL
Improved pasture		724.52		$650	$470,938
Bounus for oil and hunting					$2,250,000
Dry Crop/CRP		1,388.29		$650	$902,389
Bottom Pasture		150		$2,000	$300,000
Pasture Avg		5,238.67		$650	$3,405,136
Site		20		$2,000	$40,000
BLM	139			$75	$10,425
State lease	42			$90	$3,780
TOTAL LAND		7,521.48		$982	$7,382,667
Improvements				$17	$125,000
TOTAL CONSIDERATION				$711	$7,507,667

hast 3-04

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Additional Sale

Sale Analysis Sheet

STATE:	Wyoming	COUNTY:	Albany		
FROM:	Irwin Livestock Company			TO: Dooley Oil, Inc.	
DATED:	5/09				
RECORDED:	2009-2859	TYPE OF DOCUMENT:		WD	
LEGAL DESCRIPTION:	T. 27 N., R. 75 W., 6th P.M.				
Sec., 11, SESE; Sec., 12, SWSW, Sec., 14, SW, NWSE, SWNE, N2NE; Sec., 15, E2SE, SWSE;					
Sec., 22, E2, E2SW; Sec., 23, W2NW, SW; Sec., 26, NW, N2SW, SWSW with exceptions;					
Sec., 27, W2NE, E2NW, NESW, SENE, S2SE; Sec., 34, N2NE, portion S2NE;					
Sec., 35, NWNW, portion NENW;					
DOM	<2 yrs	TOTAL			
PRICE P/A:	$684	PRICE	$1,300,000	ACRES:	1,900
TERMS:	Cash to Seller				
VERIFIED WITH/BY:	Broker/CR/Files	WITH: Hastings		DATE: Jun-09	
RSVN & RSTR	None known			INSPECTED BY:	Hastings
EASEMENTS:	Observed road and utilities				
UTILITIES:	Available				
LOCATION:	70 miles north of Laramie, WY				
SOILS:	Mountain Plains sandy loams				
NEIGHBORHOOD:	Recreational/agriculture				
ACCESS:	Highway 30 via County gravel roads 610 and private road				
TOPOGRAPHY:	Rolling to steep with rock outcrop				
VEGETATION:	Native grasses, forbs shrubs and trees				
CURRENT USE:	Recreational/agriculture				
WATER:	North Fork Cottonwood Creek				
ELEVATION:	8,250'				
ZONING:	County				
RAINFALL:	10"-16"				
H & BU:	Recreational/agriculture				
IMPROVEMENTS:	None of any value				
REMARKS:	Buyer sold 480 acres in the Elk Mountain Valley area and purchased				
this property as a replacement property. The parcel is roughly 1.5 miles east of Marshall, WY					
an old post office site. The tract appears to be rolling to steep with trees and rocks. Water is from the					
North Fork Cottonwood Creek and Middle Fork Cottonwood Creek.					
LANDLORD BASED					
EST GROSS INCOME	$9,405	ESTIMATED NET INCOME	$5,242	GIM	138.22
EST EXPENSES	$4,163	CAP RATE	0.40%	EX RATIO	44.3%

LAND TYPE	AUM's	ACRES	Per AUM	PR/AC	TOTAL
Irrigated Meadow					
Irrigated Pasture					
Subby Pasture					
F.H Pasture		1,900		$684	$1,299,600
State lease					
BLM					
Site					
TOTAL LAND		1,900		$684	$1,299,600
Improvements					
TOTAL CONSIDERATION				$684	$1,299,600

hast 3-04

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Additional Sale

Sale Analysis Sheet

STATE:	Wyoming	COUNTY:	Platte				
FROM:	D. Barker				TO: Reed		
DATED:	9/10		TYPE OF DOCUMENT:		WD		
RECORDED:	Yes						
LEGAL DESCRIPTION:	T. 26 N., R. 67 W., 6th P.M.						
Section 17, Part SW¼SW¼; Section 18, Part SW¼NE¼, S½SE¼NW¼, Part S½SE¼NW¼, Part SW¼							
Part W½SE¼, SE¼SE¼; Section 19, N½, N½S½, SE¼SE¼; Section 20, Part W½NW¼, SW¼, S½SE¼							
SE¼SE¼; Section 29, N½, SW¼, W½SE¼, SE¼SE¼; Section 30, NE¼NE¼, S½NE¼, SE¼							
Section 31, NE¼, S½NW¼, SW¼, N½SE¼, SW¼SE¼; Sec 32, N½NE¼, W½							
T. 27 N., R 67 W., Sec 5, S½NE¼, NW¼, N½SW¼; Sec 6, NE¼, E½NW¼, N½SE¼;							
DOM	< 1 yr	TOTAL					
PRICE P/A:	$1,436	PRICE	$5,350,000		ACRES:	3,726	
TERMS:	Cash to Seller						
VERIFIED WITH/BY:	Buyer	WITH:	Hastings	DATE:	Dec-10		
RSVN & RSTR	None known			INSPECTED BY:		Hastings	
EASEMENTS:	Observed Road and Utilities						
UTILITIES:	Available						
LOCATION:	11 miles southeast of Glendo, WY						
SOILS:	Radusa-Featherlegs-Shillco sandy loam prairie soils, somewhat shallow with rock outcroppings						
NEIGHBORHOOD:	Agricultural						
ACCESS:	Near the end of the county road. 405 & 407 Cassa Rd.						
TOPOGRAPHY:	Level to steeply rolling						
VEGETATION:	All native grass with trees						
CURRENT USE:	Agriculture and recreation						
WATER:	300 acres of water right 280 is used. Spring, wells, dams and windmills						
ELEVATION IN FEET:	4,920						
ZONING:	None						
RAINFALL:	12"-18"						
H & BU:	Agriculture and recreational						
IMPROVEMENTS:	2132 SqFt house built in 1994 hardboard siding, covered deck, deck and front porch						
and fireplace, attached 816 SqFt garage, 1232 SqFt brick house built in 1929 with porch, and finished							
basement, 1134 SqFt bunk house built in 1995, horse barn built in 1997 is 1728 SqFt, 220 SqFt Shed.							
REMARKS:	The side rolls are not included in sale.						
6 tower center pivot. 120 acre State of Wyoming lease.							
Borders the Platte River for nearly 4 miles.							
Sold 1990 600K, 7-12-01 for 1,000,000. Purchased for a recreation property. Buyer assumed existing leased.							
LANDLORD BASED							
EST GROSS INCOME	$70,610	ESTIMATED NET INCOME		$47,511	GIM	75.77	
EST EXPENSES	$23,099	CAP RATE	0.89%		EX RATIO	32.7%	

LAND TYPE	AUM	ACRES	Per Mile	PR/AC	TOTAL
Pivot Irrigated Crop		110.00		$2,300	$253,000
Flood Irrigated Crop		190.00		$2,000	$380,000
Dry cropland					
Pasture		3,416.00		$650	$2,220,400
State lease WY	24			$100	$2,400
River frontage	4		$500,000		$2,000,000
Site		10.00		$2,300	$23,000
TOTAL LAND		3,726.00		$1,309	$4,878,800
Improvements				$115	$430,000
TOTAL CONSIDERATION				$1,425	$5,308,800

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Additional Sale

Sale Analysis Sheet

STATE:	Wyoming	COUNTY:	Albany		
FROM:	Browns Creek Angus Ranch			TO: Absaroka Holdings	
DATED:	9/10				
RECORDED:	2010-4741	TYPE OF DOCUMENT:		WD	
LEGAL DESCRIPTION:	T. 17 N., R. 75 W., 6th P.M.				
Sec., 29: NE4, part of W2SW lying north of I-80; Sec., 30: part north of I-80;					
Sec.,s 21, 22, 23 and 24 north of I-80;					
DOM	3 yrs	TOTAL			
PRICE P/A:	$448	PRICE	$600,000	ACRES:	1,340
TERMS:	Cash to Seller				
VERIFIED WITH/BY:	Broker/CR/Files	WITH: Hastings		DATE: Dec-10	
RSVN & RSTR	None known			INSPECTED BY:	Hastings
EASEMENTS:	Observed road and utilities				
UTILITIES:	Available				
LOCATION:	15 miles west of Laramie, WY				
SOILS:	High Plains sandy loams				
NEIGHBORHOOD:	Agriculture & recreational				
ACCESS:	Hunt Road and I-80				
TOPOGRAPHY:	Nearly level to gently undulating				
VEGETATION:	Native grasses, forbs and shrubs				
CURRENT USE:	Agriculture & recreational				
WATER:	North Fork Little Laramie and stock reservoir				
ELEVATION:	7,130'				
ZONING:	County agriculture				
RAINFALL:	10"-18"				
H & BU:	Recreational/agriculture				
IMPROVEMENTS:	None at time of sale				
REMARKS:	The unit it is an all pasture tract north of I-80. Access is from Hunt Road, a county				
gravel road. The pasture is typical for the market area. The parcel is close to Laramie.					
LANDLORD BASED					
EST GROSS INCOME	$5,789	ESTIMATED NET INCOME		$4,260 GIM	103.65
EST EXPENSES	$1,529	CAP RATE	0.71%	EX RATIO	26.4%

LAND TYPE	AUM's	ACRES	Per AUM	PR/AC	TOTAL
Irrigated Meadow					
Irrigated Pasture					
Subby Pasture					
Pasture		1,340		$448	$600,320
State lease					
BLM					
Site					
TOTAL LAND		1,340		$448	$600,320
Improvements					
TOTAL CONSIDERATION				$448	$600,320

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Additional Sale

Sale Analysis Sheet

STATE:	Wyoming	COUNTY:	Albany
FROM:	W. Castle	TO:	B. Smith
DATED:	10/11	TYPE OF DOCUMENT:	WD
RECORDED:			
LEGAL DESCRIPTION:	T. 20 N., R. 72 W., 6th P.M., Section 32, All;		

DOM	< 1 yr	TOTAL				
PRICE P/A:	$936	PRICE	599,000		ACRES:	640.00
TERMS:	Cash to seller					
VERIFIED WITH/BY:	Broker	WITH:	Hastings	DATE:	Mar-12	
RSVN & RSTR	None known			INSPECTED BY:		Hastings
EASEMENTS:	No Utilities on property, but they are in the area and Private Road Access					
UTILITIES:	Available					
LOCATION:	29 mile northeast of Laramie, WY					
SOILS:	Typical prairie soils					
NEIGHBORHOOD:	Agricultural					
ACCESS:	Paved and gravel road					
TOPOGRAPHY:	Level to steep					
VEGETATION:	Native grasse with some some trees					
CURRENT USE:	Agriculture					
WATER:	Small creek and two spring fed tanks					
ELEVATION IN FEET:	7,500					
ZONING:	None					
RAINFALL:	12"-18"					
H & BU:	Recreational small grazing unit					
IMPROVEMENTS:	None					

REMARKS:	Sold all mineral rights
	Property has a variety of wildlife.
	AKA known as Red Rocks Canyon sale

LANDLORD BASED					
EST GROSS INCOME	$8,820	ESTIMATED NET INCOME	$5,523	GIM	51.29
EST EXPENSES	$1,297	CAP RATE 0.92%		EXPENSE RATIO	23.8%

LAND TYPE	AUM	ACRES	Per AUM	PR/AC	TOTAL
Pivot Irrigated Crop					
Flood Irrigated Crop					
Improved pasture/DryCrop					
Subby Pasture					
Pasture		640.00		$936	$599,040
State lease WY					
BLM					
Site					
TOTAL LAND		640.00		$936	$599,040
Improvements					
TOTAL CONSIDERATION				$936	$599,040

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<u>UPCOMING COUNCIL MEETINGS</u> March 1, 2016

All meetings at City Hall, 406 Ivinson Street, unless noted.

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. – Public Hearing:	Ordinance annexing area on northeast corner of I-80 and Curtis St
6:00 p.m. – Public Hearing:	Resolution certifying Planning Commission action on the Laramie Comprehensive Plan
6:00 p.m. – Public Hearing:	Ordinance establishing zoning for the northeast corner of I-80 and Curtis St
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: Lincoln Community Center
	Ward 2: Council Chambers
	Ward 3: Fire Station 2

April 5, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Public Hearing: Use Control Area for 971 Cedar Street *(tentative)*
6:30 p.m. – Regular Meeting

April 12, 2016

6:00 p.m. – Work Session:	Public Comments
6:00 p.m. – Work Session:	Main Street Presentation *(tentative)*
6:00 p.m. – Work Session:	Annexation & Extra-Territorial Services Policy
6:00 p.m. – Work Session:	GIS and CRT Software Demonstration
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

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:	Bill Nye Western Corridor
6:00 p.m. – Work Session:	Pavement Management Program
6:00 p.m. – Work Session:	Art Plan Update
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

<u>UPCOMING COUNCIL MEETINGS</u> **March 1, 2016**

All meetings at City Hall, 406 Ivinson Street, unless noted.

May 3, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

May 10, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Work Session: Budget/Government Funds
6:00 p.m. – Work Session: LCBA Annual Report *(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

May 12, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Work Session: Budget/Government Funds
6:00 p.m. – Work Session: Public Comments

May 16, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Work Session: Budget/Enterprise Funds
6:00 p.m. – Work Session: Public Comments

May 17, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

May 19, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Special Meeting: Budget
6:00 p.m. – Work Session: Budget
6:00 p.m. – Work Session: Public Comments

May 24, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Special Meeting: Budget
6:00 p.m. – Work Session: Budget
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

June 7, 2016

6:00 p.m. – Pre-Council
6:30 p.m. – Regular Meeting

June 14, 2016

6:00 p.m. – Work Session: Public Comments
6:00 p.m. – Special Meeting: Budget Adoption
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 3/15/2016

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)
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)
*Public Art (Summerville)

Requested by Staff:
*Policy on Annexation & Extra-Territorial City Services Action Plan (Jordan)
*Bill Nye Western Corridor (Hunt)
Downtown Design Guidelines Revisions (Hunt)
*GIS and CRT Software Demo (Derragon)

* Scheduled, not held.