

**AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
CITY HALL
NOVEMBER 1, 2016 6:30 pm**

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. AGENDA

2. Pledge of Allegiance

3. Roll Call

4. PRE-MEETING ITEMS

4.A. PROCLAMATIONS & PRESENTATIONS

4.A.i. PROCLAMATION: DECA Month

4.B. PUBLIC HEARING

4.B.i. PUBLIC HEARING: New Restaurant Liquor License, DNP Investments, LLC.

Documents:

[PH DNPIInvestmentsLLC 11-1-16.pdf](#)

4.C. ANNOUNCEMENTS

5. Disclosures by City Council Members

6. 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.

7. 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.

8. CONSENT AGENDA

8.A. MINUTES: City Council Meetings

Action:

that Council approve the Minutes of the City Council Regular Meeting of October 18, 2016 and have them placed on file for public inspection.

[Johnson, CC]

Documents:

[Minutes 10.18.16min.pdf](#)

8.B. CEMETERY DEEDS: For October 16-31, 2016

Action:

that the Cemetery Deeds for October 16-31, 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]**

8.C. VOUCHERS: October 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 November. These expenditures are to be paid subject to audit by the City of Laramie Finance Department.

[Brown, City Treasurer]

8.D. MINUTES: of the October 12, 2016 Parks, Tree & Recreation Advisory Board.

Action:

that Council accept the minutes of the Parks, Tree & Recreation Advisory Board from October 12, 2016, and place them on file for public inspection:

1) to approve the minutes from the September 14, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (Approved)

2) to approve of proposed membership promotions and authorize staff to utilize them to encourage memberships and patron participation through October 2017. (Approved)

3) to approve the Memorandum of Understanding between City of Laramie and the Laramie Fire Youth Basketball Program for use of the Recreation Center gymnasiums for the 2016 basketball seasons. (Approved)

4) Presentation on S.A.C.C. Program by Cindy Stoffers, SACC Coordinator (No Action).

[Feezer, P&R]

Documents:

[PTR Advisory Board Minutes 10.12.16 Cover Sheet.pdf](#)

8.E. LICENSE: Renewal of Pawn Shop License for Westbrook's Pawn Shop, LLC

Action:

to approve the renewal of a Pawnbroker License to Westbrook's Pawn Shop, LLC, 809 S. 3rd Street, Laramie, Wyoming, for the following renewal period of 9/11/2016 thru 09/10/2017.

[Johnson, CC]

Documents:

[Cover Sheet Westbrook Pawn Shop 2016.pdf](#)

[Westbrook Pawn Shop License Renewal.pdf](#)

8.F. ORDINANCE: Original Ordinance No. 1956, rezoning approximately 18,000 sq. ft. of land located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie, from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business) District.

Third and Final Reading. (Introduced by Shuster)

ACTION:

to approve Original Ordinance No. 1956 on third and final reading, rezoning approximately 18,000 sq. ft. of land located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie, from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business) District, based on findings of fact and conclusions of law; and authorize the Mayor and Clerk to sign the Ordinance.

[Derragon, ACM]

Documents:

[CC Cover Sheet 3rd reading 11-1-2016.pdf](#)

[Ordinance 3rd Reading.pdf](#)

8.G. CONTRACT: Amendment, Tungsten Heavy Powder and Parts Office and Manufacturing Building

Action:

I move to approve an amendment to the base contract between Sampson Construction Co. Inc., and the City of Laramie in the amount of \$226,162 to expand the project scope of construction services, authorize an amendment to the fiscal year 2017-2018 biennium budget, and authorize the Mayor and Clerk to sign.

[Jordan, CM]

Documents:

[Contract Amendment THPP Cover 11.01.16.pdf](#)

[THPP PDA Amendment 2, Attachment 1 9.06.16.pdf](#)

[Tungsten - Change Order Log Attachment 2.pdf](#)

8.H. AGREEMENT: Amendment I to the loan agreement with the Wyoming

Business Council - UL Project.

Action:

Move to approve Amendment I of the loan agreement with the Wyoming Business Council for the UL project and authorize the Mayor and Clerk to sign.

[Jordan, CM]

Documents:

[Amendment I~ Agenda Cover.pdf](#)
[UL Loan~ Amendment I.pdf](#)
[Laramie UL Loan Agreement executed.pdf](#)

8.I. SCHEDULE MEETING(S)

Action:

that the Council schedule the following meeting(s):

1. November 28, 2016, 6:00 pm, Work Session: Legislative Meeting at Holiday Inn

9. REGULAR AGENDA

- 10. Professional Services Agreement for the Water Line Replacement - Grand Ave Project 13th to 15th**
[Smith, PW]

Documents:

[Cover Sheet Grand Ave Water Line Replacement 13-15th.pdf](#)
[Trihydro Prof Eng Srvc Agmt WTLGA2.pdf](#)

- 11. Bid Concurrence for the UPRR Overpass Project**
[Smith, PW]

Documents:

[Coversheet UPRR Overpass Bid Concurrence.pdf](#)
[Exhibit B.pdf](#)

- 12. New Restaurant liquor license, DNP Investments, LLC.**
[Johnson, CC]

Documents:

[Cover Sheet LLNew-DNPInvestments-No.R60.pdf](#)
[DickeysBBQLLApplicationforCouncil10-2016.pdf](#)

- 13. Memorandum of Understanding between the City of Laramie Police Department and Laramie County for a hosted consumer premise equipment system**
[Chief Stalder, PD]

Documents:

[CPE MOU NOV 16 COVER SHEET.pdf](#)
[CPE MOU PDF NOV 16.pdf](#)

**14. Acknowledging City Council's role in and receipt of the Administrative Policy and Procedure for Naming City of Laramie, Parks & Recreation Department Parks & Facilities.
[Feezer, P&R]**

Documents:

[Cover Sheet PR naming.renaming admin policy.pdf](#)
[Administrative Policy Naming.Renaming Park.Facility Final.pdf](#)

**15. Coughlin Pole Mountain 3rd Addition, 9th Filing, Final Plat
[Derragon, ACM]**

Documents:

[FP-16-05 Cover Sheet.pdf](#)
[FP-16-05 PC Staff Report.pdf](#)

**16. Resolution 2016 - 73, adopting a new Planning, Zoning and Engineering Fee Schedule to include modifications to fees as reflected in Attachment A
[Derragon, ACM]**

Documents:

[Resolution 2016-73 Cover Sheet.pdf](#)
[Resolution 2016-73.pdf](#)
[Attachment A - CC - Planning and Engineering Fee Table - Alt Lot Line.pdf](#)

**17. Resolution 2016-70 To appoint one member to the Albany County Tourism Board
[Jordan CM]**

Documents:

[Cover_Reso_11_1_16_Albany County Tourism Board.pdf](#)
[ACTB_Resolution Appointment_11_1_2016_MPearceAppt.pdf](#)

18. Consideration of future Council work session topics

Documents:

[Future Work Session Topics 11-1-2016.pdf](#)
[Upcoming Meetings 11-1-2016.pdf](#)

19. 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.)

20. Adjourn to Executive Session regarding Land Negotiations.

**NOTICE OF APPLICATION FOR
RESTAURANT LIQUOR LICENSE**

Notice is hereby given that on the 10th day of October 2016, an application was received in the Office of the City Clerk for a new Restaurant Liquor License No. R60, from DNP Investments, LLC, 2410 Grand Ave, Laramie, Wyoming, the place and premises being the South 1/2 of the SE SEC 34, T16N, R73W, B-2 Zone, City of Laramie, Albany County, Wyoming.

Public Hearing to hear comments or protests relative to the application for this license will be held Tuesday, November 1, 2016, at 6:30 p.m. in Council Chambers of City Hall. Action on this application will be considered at the Regular Meeting of the City Council on Tuesday, November 1, 2016, at 6:30 p.m. in Council Chambers.

/s/ Angie Johnson, City Clerk

Legal Publish: October 20, 2016
October 27, 2016.

###

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
OCTOBER 18, 2016

1. AGENDA

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

2. Pledge of Allegiance

Mayor Paulekas led the Pledge of Allegiance.

3. Roll Call

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

Staff present: Janine Jordan, City Manager; David Derragon, Assistant City Manager; Angie Johnson, City Clerk; Bob Southard, City Attorney; Todd Feezer, Parks & Recreation Director.

4. PRE-MEETING ITEMS

4.A. PROCLAMATIONS & PRESENTATIONS

4.B. PUBLIC HEARING

4.B.i. PUBLIC HEARING. Original Ordinance No. 1956, rezoning approximately 18,000 sq. ft. of land located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie, from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business) District.

Public Hearing was called to order by Mayor Paulekas at 6:31 p.m.

City Clerk read notice:

The City Council will hold the following public hearings at 6:30 p.m. on October 18, 2016 in the City Council Chambers, Laramie City Hall, 406 Iverson Avenue, Laramie, WY, to take public comments following: -Z-16-04: Submitted by Chad Wagner, requesting the establishment of the ROB (Residential Overlay for Business) zoning at a property located at 2159 Snowy Range Road. All applications, plans and specifications relative to these matter(s) are available for review at the City of Laramie Planning Office, at 405 Grand Avenue, Laramie, WY. Anyone wishing to be heard should be present or may be represented by his or her agent at the meeting.

Mayor Paulekas asked if there were any comments.

None.

Public Hearing was closed at 6:32 p.m.

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
OCTOBER 18, 2016

4.C. ANNOUNCEMENTS

None.

5. Disclosures by City Council Members

6. Consideration of Changes in Agenda and Setting the Agenda

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

MOTION CARRIED by voice vote.

7. 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 PEARCE, seconded by Henry, that the Consent Agenda be approved and that each specific action on the Consent Agenda be approved as indicated.

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

8. CONSENT AGENDA

8.A. MINUTES: City Council Meetings

Action:

that Council approve the Minutes of the City Council Regular Meeting of October 4, 2016, and the Public Hearing of October 4, 2016 and have them placed on file for public inspection.

8.B. CEMETERY DEEDS: For October 1-15, 2016

Action:

that the Cemetery Deeds for October 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.

8.C. ORDINANCE: Original Ordinance No. 1955, Redesignating the Name of Ivinson Street (Redesignating as Ivinson Avenue) Third and Final Reading.

Action:

to approve Original Ordinance No. 1955 redesignating Ivinson Street as Ivinson Avenue on third and final reading, based on findings of fact and conclusions of law and authorize the Mayor and Clerk to sign the Ordinance.

8.D. SCHEDULE MEETING(S)

Action:

that the Council schedule the following meeting(s):

1. November 1, 2016, 6:30 pm, Public Hearing: Restaurant Liquor License Application,

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
OCTOBER 18, 2016

DNP Investments, LLC

2. November 8, 2016, 6:00 pm, Work Session: Snowy Range Road Pedestrian/Bicycle Corridor Study

3. November 8, 2016, 6:00 pm, Work Session: WAM Financial Recommendations and Feedback (Date Change).

4. November 22, 2016, 6:00 pm, Work Session: City-Initiated Towing #3

5. November 22, 2016, 6:00 pm, Work Session: Liquor Laws & Local Authority

6. December 13, 2016, 6:00 pm, Work Session: Restaurant and Pool Inspection Program Future

9. REGULAR AGENDA

10. Original Ordinance No. 1956, rezoning approximately 18,000 sq. ft. of land located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie, from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business) District. Second Reading.

MOTION BY SHUSTER, seconded by Henry, to approve Original Ordinance No. 1956 on second reading, rezoning approximately 18,000 sq. ft. of land located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie, from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business) District, based on findings of fact and conclusions of law; noting a public hearing was held on October 18, 2016.

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

11. Original Ordinance No. 1966, amending Section 5.09.355(c) of the Laramie Municipal Code Catering Permits for Special Events. Introduction and First Reading.

MOTION BY VITALE, seconded by Henry, to approve Original Ordinance No. 1966, amending Section 5.09.355(C) of the Laramie Municipal Code Catering Permits for Special Events on First Reading.

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

12. Consideration of Memorandum of Understanding Between the Wyoming Department of Agriculture, Consumer Health Service Division, and the City of Laramie

MOTION BY HENRY, seconded by Pearce, to approve the Memorandum of Understanding between the Wyoming Department of Agriculture, Consumer Health Service Division, and the City of Laramie, and Authorize the Mayor and Clerk to Sign.

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

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
OCTOBER 18, 2016

13. Original Ordinance No. 1949, amending Title 15 of Laramie Municipal Code for the purpose of amending the Landscaping Requirements. Third and Final Reading.

MOTION BY PEARCE, seconded by Shuster, to approve Original Ordinance No. 1949 on Third and Final reading amending LMC 15.14.050, Landscaping and Screening Standards, based on findings of fact and conclusions of law and authorize the Mayor and Clerk to sign the Ordinance.

MOTION BY PEARCE, seconded by Summerville, to amend Attachment A of Original Ordinance No. 1949 by substituting Exhibit 1 to reflect changes recommended by the City Arborist.

Council recessed at 7:48 pm.

Council reconvened at 8:00 pm.

Roll call on EXHIBIT 1 AMENDMENT showed Aye: Hanson, Summerville, Henry, Pearce, Weaver, Vitale, and Paulekas. Nay: Shuster. Absent: Shumway. MOTION CARRIED

MOTION BY HENRY, seconded by Summerville, to delete LMC 15.14.050.F.3.b as shown in Attachment A of Original Ordinance No. 1949 in its entirety.

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

MOTION BY WEAVER, seconded by Vitale, to amend in LMC 15.14.050.3.b to replace the word "shall" with "may."

MOTION BY SUMMERVILLE, seconded by Henry, to amend the replacement amendment to include changing the "shall" with "may" and in addition prohibiting the use of the 20% minor administrative modification procedure and any developments eligible for the sliding scale fee in 15.14.050.3.b.

SUMMERVILLE WITHDREW MOTION; Henry, the second, agreed. AMENDMENT WITHDRAWN.

WEAVER WITHDREW MOTION; Vitale, the second, agreed. AMENDMENT WITHDRAWN.

MOTION BY SUMMERVILLE, seconded by Hanson, LMC 15.15.050.F.3.c be created to read as follows: "Developments requesting reductions in perimeter landscaping pursuant to LMC 15.14.050.F.3.b above, shall not be eligible for the Minor Administrative Modification procedure of LMC 15.06.060.J."

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

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
OCTOBER 18, 2016

MOTION BY SUMMERVILLE, seconded by Henry, to replace the 15% requirement in 15.14.050.C.1 to 20%.

Roll call on PERCENT CHANGE AMENDMENT showed Aye: Henry, Summerville, and Pearce. Nay: Hanson, Shuster, Vitale, Weaver, and Paulekas. Absent: Shumway. MOTION FAILED

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

14. Consideration of future Council work session topics

Henry- Westside Development Issues

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

None.

18. Adjournment

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

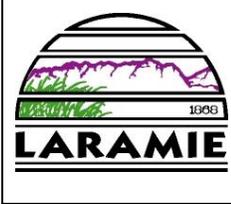
MOTION CARRIED by voice vote.

Council adjourned at 9:01 p.m.

Respectfully submitted,

Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING November 1, 2016



Agenda Item: Minutes

Title: Minutes of the October 12, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board.

Recommended Council MOTION:

I move that Council accept the minutes of the Parks, Tree & Recreation Advisory Board from October 12, 2016, and place them on file for public inspection: 1) to approve the minutes from the September 14, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (Approved) 2) to approve of proposed membership promotions and authorize staff to utilize them to encourage memberships and patron participation through October 2017. (Approved) 3) to approve the Memorandum of Understanding between City of Laramie and the Laramie Fire Youth Basketball Program for use of the Recreation Center gymnasiums for the 2016 basketball seasons. (Approved) 4) Presentation on S.A.C.C. Program by Cindy Stoffers, SACC Coordinator (No Action).

Administrative or Policy Goal:

Council Goals: Preserve park land, open space, and public trails for future generations. Continue public relations outreach to engage residents in municipal government.

Background:

Minutes from the October 12, 2016 Parks, Tree and Recreation Advisory Board meeting.

Legal/Statutory Authority:

N/A

Budget/Fiscal Information:

Responsible Staff:

Todd Feezer, Director, Parks & Recreation Department
(307) 721-5260, tfeezer@cityoflaramie.org

Attachments: PTR Advisory Board Minutes 10.12.16

CITY OF LARAMIE
PARKS, TREE & RECREATION ADVISORY BOARD
October 12, 2016
Minutes of Meeting

MEMBERS PRESENT: Amy Williamson, Helen Coates, Chris Dixon, Dylan Esquivel, Nick Carlson, Stephen Ropp

MEMBERS NOT PRESENT: Marius Favret, Larry Foianini, Dave Hammond

COUNCIL LIASON: Paul Weaver

GUESTS: Lindsay Merseal

CITY STAFF PRESENT: Jodi Guerin, Recreation Manager; Scott Stevenson, Facilities Manager; Cindy Stoffers, Recreation Program Coordinator; Inez Wildenborg, Administrative Coordinator

The regular meeting was called to order by Williamson at 6:31 pm.

Consent Agenda:

1. To approve the minutes from the September 14, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (Feezer, pages 2-3)

Motion by Coates, seconded by Esquivel, that the consent agenda be approved and that each specific action on the consent agenda be approved as indicated within the staff reports. Motion carried 6-0.

Regular Agenda:

1. Approval of proposed membership promotions and authorize staff to utilize them to incentivize memberships and patron participation through October 2017. (Guerin, pages 4-6)

Guerin gave a presentation on membership promotions.

Motion by Coates, seconded by Dixon, that the Parks, Tree and Recreation Advisory Board approve the membership promotions and authorize staff to utilize them to incentivize member memberships and patron participation through October 2017. Motion carried 6-0.

2. Approval of the Memorandum of Understanding between City of Laramie and the Laramie Fire Youth Basketball Program for use of the Recreation Center gymnasiums for the 2016 basketball seasons. (Guerin, pages 7-14)

Motion by Carlson, seconded by Coates that the Parks, Tree and Recreation Advisory Board approve the Memorandum of Understanding between the City of Laramie and the Laramie Fire Youth Basketball Program for use of the Recreation Center gymnasiums for the 2016 basketball seasons. Motion carried 6-0.

3. Presentation on S.A.C.C. Program (Stoffers, page 15)

Stoffers gave a presentation on the School Aged Child Care program offered at the Recreation Center. Discussion was made.

Staff Reports FYI:

1. Monthly Managers Report (pages 16-19) –

Guerin presented Recreation Division Staff Report
Stevenson presented Facilities Division Staff Report

Upcoming Items:

No upcoming items.

Other Business:

No other business at this time.

Advisory Board Open Items:

No open items.

*Next Regular Meeting Date: Wednesday, November 9, 2016 at 6:30pm

Public Comments:

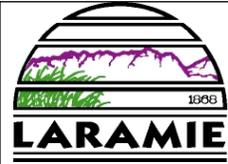
Dixon thanked staff for doing their best and always having a can do attitude.

Meeting adjourned at 7:47pm.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Inez Wildenborg". The signature is written in a cursive style with a large, sweeping initial "I".

Inez Wildenborg
Administrative Coordinator
City of Laramie, Parks and Recreation



Agenda Item: Licensing

Title: Renewal of Pawn Shop License for Westbrook's Pawn Shop, LLC

Recommended Council MOTION:

That Council move to approve the renewal of a Pawnbroker License to Westbrook's Pawn Shop, LLC, 809 S. 3rd Street, Laramie, Wyoming, for the following renewal period of 9/11/2016 thru 09/10/2017.

Administrative or Policy Goal:

Issuance of pawnbroker license pursuant to City Ordinance.

Background:

The applicant has filed for renewal of pawnbroker license and payment has been received by the City Clerk's Office. The Police Department has reviewed and recommends approval. The renewal period for the license is one year. The pawnbroker license is renewable by the Council if so approved.

Legal/Statutory Authority:

LMC Chapter 5.48 provides the authority for Council to issue pawnbrokers license.

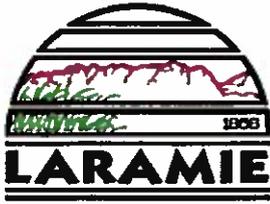
BUDGET/FISCAL INFORMATION:

REVENUE \$50.00 license fee per year.

Responsible Staff:

Angie Johnson, City Clerk

Attachments: Pawn Shop Application



TO: CITY CLERK
CITY OF LARAMIE
P.O. BOX C
LARAMIE, WY 82073

City Clerk Use Only	
Fee Paid: \$	<u>50.00 10-14-16</u>
Receipt No.	_____
License No.	_____

City of Laramie
Annual Pawnbroker Application
New License Renewal
\$50.00 fee

For the license term from: 9/23/16 through 9/23/17

1. Applicant: Cody Westbrook
2. Business Name (dba): Westbrook's Pawn Shop LLC
3. State the name of the person and in the case of a firm or corporation, the names of the persons composing such firm or the officers of such corporation:
Cody Westbrook
4. Premise Address: 809 S 3rd Laramie, WY 82070
5. Mailing Address (if different from above): _____
6. Phone Number: 307-745-5815
7. The amount of capital proposed to be used: \$100,000⁰⁰ - \$250,000⁰⁰
8. Have you complied with LMC 5.48.070 during the previous license term:
 Yes No N/A

LMC 5.48.070 Registration of pawned articles.

Every pawnbroker shall keep a book of pawn forms which shall be approved by the chief of police. The book shall be made with a stub, which shall be numbered consecutively and shall correspond in all essential particulars to the detachable pawn ticket attached thereto. The pawnbroker shall, at the time of the making any loan, enter upon the stub, as well as the pawn ticket, legibly and in ink, the following information:

- A. Name, address and social security number of the pawner;
- B. Birth date, sex, race, height, and weight of pawner;
- C. Date and time of transaction;
- D. Description of the property pawned;
- E. Amount of money loaned to the pawner;
- F. Interest rate and maturity date;
- G. Signatures of pawnbroker and pawner;
- H. Additional information as may reasonably be required by the chief of police;
- I. The Pawner shall affix the print of the right index finger on the copy to be delivered to the police department at the time the pawn ticket and stub are signed. The pawnbroker shall deliver to the chief of police, every day, except Sunday before noon, a correct copy of all entries made in such stub book during the preceding business day. Such book shall be carefully preserved without alteration and shall at all times be open to the inspection of any law enforcement officer. (Prior code §20-13).

Under penalty of perjury, and the possibility of cancellation of the license, I swear the above stated facts, are true and accurate. And I agree to comply with all City of Laramie, Wyoming and State of Wyoming laws. Dated this 11th day of Oct, 2014.

[Signature]
Signature of Applicant

Police Department After review of this application, I make the following recommendations:
approved, see attached

Police Chief/Division Commander

City Clerk After review of this application, I make the following finding(s):
approved

City Clerk

City Manager After review of this application, I make the following recommendation(s):
approved
David M Ferragón Assistant City Manager

Nancy Bartholomew

From: Gwendolyn Smith
Sent: Friday, October 14, 2016 3:56 PM
To: Nancy Bartholomew; Ryan Thompson
Subject: RE: Westbrook's Pawn Shop LLC License Renewal

PD recommends approval.

Gwen

Lieutenant G. Smith
Laramie Police Department
Office: (307) 721-3569

From: Nancy Bartholomew
Sent: Friday, October 14, 2016 3:40 PM
To: Ryan Thompson <RThompson@cityoflaramie.org>; Gwendolyn Smith <gsmith@cityoflaramie.org>
Subject: Westbrook's Pawn Shop LLC License Renewal

Good afternoon,

I have attached an application for license renewal for Westbrook's Pawn Shop, LLC. Please send us your recommendations.

Thank you,
Nancy Bartholomew
Deputy Clerk
City of Laramie
PO Box C, Laramie, WY 82073
307.721.5220~Fax 307.721.5211
www.cityoflaramie.org

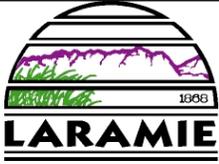
CONFIDENTIALITY: This email (including any attachments) may contain confidential, proprietary and privileged information, and unauthorized disclosure or use is prohibited. If you received this email in error, please notify the sender and delete this email from your system.

ALL CITY OF LARAMIE ELECTRONIC CORRESPONDENCE AND ATTACHMENTS MAY BE TREATED AS PUBLIC RECORDS AND SUBJECT TO PUBLIC DISCLOSURE

ALL CITY OF LARAMIE ELECTRONIC CORRESPONDENCE AND ATTACHMENTS MAY BE TREATED AS PUBLIC RECORDS AND SUBJECT TO PUBLIC DISCLOSURE



CITY OF LARAMIE COUNCIL REGULAR MEETING November 1, 2016



Agenda Item: Orig. Ordinance – 3rd Reading

Title: Original Ordinance No. 1956, rezoning approximately 18,000 sq. ft. of land located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie, from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business) District.

Recommended Council MOTION:

Move to approve Original Ordinance No. 1956 on third and final reading, rezoning approximately 18,000 sq. ft. of land located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie, from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business) District, based on findings of fact and conclusions of law; and authorize the Mayor and Clerk to sign the Ordinance.

Administrative or Policy Goal:

The Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2) designates this area as AUC (Auto-Urban Commercial). Rezoning of the area to include ROB (Residential Overlay for Business) Districts is in conformance with the Comprehensive Plan as it does not change the base zoning of B2 and allows a historically permitted use to once again be permitted.

Background:

This zoning would establish ROB (Residential Overlay for Business Districts) for an area approximately 18,000 sq. ft. size located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie. The area proposed for rezoning represents 1 lot zoned B2 (Business) District, which is developed with a single-family house currently being used as a residential dwelling.

The Laramie Planning Commission unanimously recommended the Council approve the Zoning Amendment at their September 12, 2016 meeting (6 yes, 0 no, 1 absent).

The Laramie City Council voted to approve the Zoning Amendment on First Reading at their October 4, 2016 meeting (8 yes, 0 no, 1 absent).

The Laramie City Council voted to approve the Zoning Amendment on Second Reading at their October 18, 2016 meeting (8 yes, 0 no, 1 absent).

The September 12, 2016 Planning Commission staff report is included. No changes have been made to the report subsequent to the Planning Commission action.

Legal/Statutory Authority:

- Laramie Municipal Code. Chapter 15 Unified Development Code
- Wyoming State Statutes Title 15 Article 1 Section 502
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- All regulations found within the Laramie Municipal Code (including the Unified Development Code) were approved and adopted through Ordinance by the City Council. It is the professional obligation and responsibility of staff to follow and enforce adopted codes

BUDGET FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$0.00	No fee for ROB. Resolution 2014-81
Grant		
Loan		
Other		
Total	\$0.00	

Responsible Staff:

David Derragon, Assistant City Manager:
307-721-5304

Eric Conner, Associate Planner:
307-721-5344

Attachments: Zoning Ordinance
Planning Commission Staff
Report dated September 12, 2016

Work Session	
Advertised	
Public Hearing (PH) Held	10/18/2016
PH Advertised	10/1/2016
Introduction/1 st Reading	10/4/2016
2 nd Reading	10/18/2016
3 rd Reading	11/1/2016

City Manager

City Attorney

Planning

ORIGINAL ORDINANCE NO.: 1956
ENROLLED ORDINANCE NO.:

INTRODUCED BY: Shuster

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LARAMIE, WYOMING, BY REZONING APPROXIMATELY 18,000 SQ. FT. OF LAND LOCATED AT 2159 SNOWY RANGE ROAD, GENERALLY LOCATED ON THE NORTHWEST CORNER OF COLORADO AVENUE AND SNOWY RANGE ROAD IN LARAMIE FROM B2 (BUSINESS) DISTRICT TO B2 (BUSINESS) DISTRICT WITH ROB (RESIDENTIAL OVERLAY FOR BUSINESS DISTRICTS).

WHEREAS, on August 9, 2016, Chad Wagner (applicant) filed with the City an application to rezone approximately 18,000 sq. ft. of property located at 2159 Snowy Range Road, generally located on the northwest corner of Colorado Avenue and Snowy Range Road in Laramie from B2 (Business) District to B2 (Business) District with ROB (Residential Overlay for Business Districts); based on findings of fact and conclusions of law; and

WHEREAS, on September 12, 2016 City staff presented the rezoning application to the Planning Commission with a recommendation of approval for the City Council for the proposed amendment; and

WHEREAS, on September 12, 2016 the City Planning Commission reviewed the rezoning application and by majority vote of its members entertained a motion to recommend approval of rezoning the subject property; and

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. §15-1-602 shall be published in the Laramie Boomerang on October 1, 2016;

WHEREAS, a public hearing ~~will be~~ **was held** on October 18, 2016 which notice ~~shall be~~ **was** given at least fifteen (15) ~~business~~ days prior to the public hearing in compliance with Wyo. Stat. § 15-1-602.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

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

Section 2. That the Zoning District Map of City is hereby amended by rezoning the subject property from B2 District to B2 District with ROB, which is described as follows:

W LAR B 90 L 4 TR IN 131'6" X 136'

Section 3. That the foregoing described property contains .41 acres more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all improvements thereon.

Section 4. That this ordinance shall become effective after its passage, approval and publication.

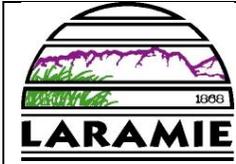
Passed and approved this ____ day of _____, 2016.

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

Attest: _____
Angie Johnson
City Clerk

First Reading: October 4, 2016
Public Hearing: October 18, 2016
Second Reading: October 18, 2016
Third Reading and Final Action: November 1, 2016

Duly published in the *Laramie Boomerang* this _____ day of _____, 2016.



Agenda Item: Contract

Title: Contract Amendment, Tungsten Heavy Powder and Parts Office and Manufacturing Building

Recommended Council MOTION:

I move to approve an amendment to the base contract between Sampson Construction Co. Inc., and the City of Laramie in the amount of **\$226,162** to expand the project scope of construction services, authorize an amendment to the fiscal year 2017-2018 biennium budget, and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Support business and economic development in the community through new business relocation and job creation.

This contract amendment is being requested to finalize construction activities for the Tungsten Heavy Powder and Parts (THPP) Office and Manufacturing building project.

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.

Sampson Construction Co. Inc., was selected as the constructor for the project, and a construction contract was approved by City Council on 3.15.2016 in the amount of \$2,935,924, this contract amount has 100% revenue offset through a Business Committed Grant from the Wyoming Business Council.

During the course of construction multiple changes to the building and project scope have been requested by the committed business (THPP), the changes requested warrant additional construction expenditures in excess of the base contract amount. The Project Development Agreement requires any scope changes requested by THPP to be funded solely by THPP. The attached PDA amendment (**Attachment 1**) provides the funding instrument for the excess costs.

Legal/Statutory Authority:

Public improvements projects such as this are authorized under Wyoming Statutes.
Approve to amend budget per W.S. 16-4-112. 16-4-113

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 costs associated with the proposed changes and additions to the building which are the financial responsibility of THPP amount to **\$226,162**, the itemization of the changes and costs can be found in (**Attachment 2**).

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	\$2,935,924.00	Wyoming Business Council Business Committed
Loans on Project		
Other	\$337,342.00	THPP cash contribution to fund scope changes 9.06.16
Other	\$226,162.00	THPP cash contribution to fund scope changes 11.01.16
Total	\$3,499,428.00	

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	\$337,342.00	THPP cash contribution to fund scope changes 9.06.16
Other/Outside Projects	\$226,162.00	THPP cash contribution to fund scope changes 11.01.16
City's Amount	\$0.00	
Contingency 5%	\$146,796.00	
Total Amount	\$3,499,428.00	

Responsible Staff:

Sam Farstad 721-5361

Attachments: **Attachment 1** (PDA amendment), **Attachment 2** (Cost itemization, Exhibit D to the base contract)

Amendment 2: 8.08.2016

Attachment 1

To the Project Development and Administration Agreement (**Attachment 1**)

Amendment 1 to the Project Development and Administration Agreement is attached (**Attachment 2**)

The purpose of this Amendment is to establish and identify the funding instrument and process for review and subsequent payment of project budget overages that exceed the Wyoming Business Council grant award of \$2,935,924. Changes to project scope requested by the committed business (THPP) that result in budget overages will be funded through the following recitals 1 - 5.

1. Tungsten Heavy Powder and Parts (THPP) will establish a restricted account at the financial institution of their choosing through which all budget overages that are a result of THPP requested changes will be funded in a monthly construction progress billing format. The City of Laramie's (COL) project manager Sam Farstad will be a signatory on the account; his signature will only be required for closure of, or withdraws from the account that are not transfers to the COL. THPP will provide evidence of funding and details of the account immediately. The initial amount to be placed in the restricted account will be in the amount of \$150,000 which accounts for known budget overages in the mechanical and electrical systems.
2. The COL and the Laramie Chamber Business Alliance (LCBA) will coordinate the documentation and pricing/billing of the project budget overages with pricing assistance by the Construction Manager (Sampson Construction Co., Inc.).
3. THPP will have 7 calendar days to review the progress billing(s) and will be required to fund the requested amount through a wire transfer to the COL within 5 calendar days of review/approval.
4. In the event that THPP requested scope changes generate budget overages that exceed the initial restricted account sum of \$150,000 THPP will have 5 calendar days to provide evidence that additional funds are made available for draw down in the restricted account.
5. All THPP requested and approved changes to project scope that result in cost overruns will be funded in the restricted account prior to any construction activities commencing.

FURTHER ATTACHMENT AND PRIOR AGREEMENT LANGUAGE FOLLOWS TO CLARIFY REFERENCES MADE IN AMENDMENT 2:

The Business Ready Community Grant and Loan Program Grant Agreement Between the Wyoming Business Council and the City of Laramie includes a Project Development and Administration Agreement (**Attachment 1**) executed on 10/29/15 by the Mayor David Paulekas for the City of Laramie, Tyler Valentine and Dan Furphy for Laramie Chamber Business Alliance (LCBA), and Joe Sery for Tungsten Heavy Powder & Parts, Inc. (THPP).

PROJECT SCOPE & PRICING: Pursuant to Section 4.A(vi) of the *Project Development Agreement*, THPP agreed to *"be responsible for any cost associated with Project changes that are completed at the written request of THPP that exceed the amount of the Project cost. No Change shall be performed, and no cost associated with Project in excess of the Project Budget or maximum amount provided through granting agency (collectively "Excess Costs"), shall be incurred or allowed, without the prior written authorization, in each instance, of THPP, the City of Laramie, and LCBA. THPP shall be responsible for change orders*

approved by Project Team which exceed Project Budget, or maximum amount provided through granting agency (collectively "Excess Costs").

Under contract to and direction of THPP, Plan One Architects submitted 50% design drawings on January 1, 2016 establishing the scope of the project. Thereafter, those design drawings formed the basis of a request for proposal for a Construction-Manager-at-Risk (CMAR) issued by the City in compliance with the laws of the State of Wyoming. Upon review of the proposals, the project team (including THPP, Plan One Architects, LCBA, and the City) recommended approval of the project scope and Guaranteed Maximum Price (GMP) within the *Contract for CMAR Services with Sampson Construction* which was duly approved by the Laramie City Council on 3/15/2016. The contractually agreed upon Guaranteed Maximum Price is \$2,935,924 which is the maximum grant award and cash match as defined in the Grant Agreement with the Wyoming Business Council.

PROJECT SCHEDULE:

The Parties further acknowledge that the established project schedule section 4.3 will be negatively affected by any and all 1) revisions to the scope of the project as now re-defined in the 100% construction drawings.

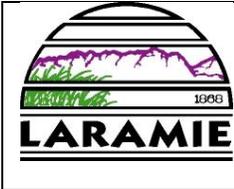
(Signature lines on page 3)

City of Laramie

Laramie Chamber Business Alliance

Tungsten Heavy Powder & Parts

Tungsten Parts Wyoming, Contract Amendment: Exhibit D, 11.01.2016	
Attachment 2	
	Owner
CHANGE ORDER REQUESTS, AND SCOPE ADDITIONS:	Contract
	\$ 2,935,924.00
COR #6 - PR #17 - Add under slab shop area	\$ 34,027.57
Per Revised Exhibit C - MEP - Bid overages	\$ 148,315.00
COR #26r, PR #2 - Add concrete pad for generator	\$ 15,248.00
COR #22r, PR #4 - Add concrete tank & transfer pads, and piping	\$ 119,300.00
COR #23r, PR #7 & 7.1 - Add floor/ceiling above Ball Grinding room	\$ 27,525.00
COR #27r, PR #18.1 - Utility room addition - Mech & Elec	\$ 178,591.00
COR #20, PR #20 - Add compressed air piping	\$ 15,089.00
COR #25, PR #20 - Add underslab piping and ground rods	\$ 5,408.00
ASI #15, Generator service lines, transfer switch, utility room roof line change	\$ 20,000.00
** (total funding requested in contract amendment 9.06.2016 and 11.01.2016)	
** THPP Requested Scope Changes:	\$ 563,503.57
REVISED CONTRACT AMOUNT:	\$ 3,499,427.57



Agenda Item: Agreement

Title: Consideration of Amendment I to the loan agreement with the Wyoming Business Council - UL Project.

Recommended Council MOTION: Move to approve Amendment I of the loan agreement with the Wyoming Business Council for the UL project and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal: Strategic Partnerships for Economic Growth & Development

Background: During its May 17, 2016 meeting, Council passed Resolution 2014-74 authorized the Mayor to execute a loan agreement with the Wyoming Business Council for the UL project. The purpose of the loan was to cover the \$433,161 cash match portion of the larger, \$2,983,879 grant award.

The Wyoming Business Council’s policy regarding grant/loan hybrid projects requires that awardees exhaust all grant funds before drawing against the loan. There was a lag period, however, between the

<i>BRC Funding for UL</i>	
BRC Grant	\$2,983,879
BRC Loan	\$433,161
COL cash investment	\$0
Total	\$3,417, 040
Interest rate: ½%	
Origination fee: \$2,165.81	
Term: 7 Years	
Repayment: UL Lease payments, which start out at \$8.00 per square foot (\$63,952 in the first year) and escalate annually with discounts for job creation will be used to repay the \$433,161 loan and accrued interest.	
Collateral: This is a “no recourse loan”, which means the Wyoming Business Council will seize the building and no other municipal assets in case of default.	

final grant draw-down and the City of Laramie’s receipt and execution of the loan agreement. This Amendment therefore is intended to correct that lag by allowing that all loan funds may be drawn upon as soon as the grant funds are exhausted. This correction is accomplished by removal of the last line of Section 4 of the original Agreement, which reads “Loan funds shall not be used for any services perform in connection with the Project prior to the date upon which the last required signature is affixed to this Loan”.

The UL project achieved substantial completion in April 2016 and UL’s lease on the building started May 1, 2016. UL’s lease payment in its first year will total \$63,952, which is based on a pre-negotiated cost of \$8.00 per square foot. While UL’s lease rate will increase annually, there are built-in discounts for job creation. Even with the discounts tied to job creation, UL’s lease payments are more than sufficient to cover the loan to the Wyoming Business Council within

the seven year term. In the event of default, however, the Wyoming Business Council will only seize the building and no other municipal assets.

Legal/Statutory Authority: This is a qualifying BRC project and the City is an eligible applicant for both grants and loans.

BUDGET/FISCAL INFORMATION:**REVENUE**

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	\$2,983,879	BRC, Business Committed GRANT approved
Other	\$433,161	BRC, Special Assistance LOAN
Total	\$3,417,040	

EXPENSE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	\$2,983,879	BRC, Business Committed GRANT
Loan	\$433,161	BRC, Special Assistance LOAN
Other		
Total	\$3,417,040	

Responsible Staff:

City Manager, Janine Jordan, x5226,
Administrative Analyst, Sam Farstad, x5361
Grant Analyst, Sarah Reese, x5201

Attachments:

Amendment I to the Loan Agreement
Original Loan Agreement

_____ City Manager _____ City Attorney _____ Administrative Services

AMENDMENT NUMBER ONE TO LOAN AGREEMENT
BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF LARAMIE UNDERWRITERS LABORATORIES BUSINESS
COMMITTED SPECIAL ASSISTANCE LOAN PROJECT

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Business Council (Council), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, and the City of Laramie (Borrower), whose address is 406 Ivinson Street, P.O. Box C, Laramie, WY 82073.

2. **Purpose of Amendment.** This Amendment shall constitute the first Amendment to the Loan Agreement (Loan) between the Council and the Borrower which was duly executed on June 2, 2016. The parties acknowledge that the Grant Agreement associated with this Project was issued by the Council to the Borrower on April 13, 2016 and that construction commenced shortly thereafter and is now complete.

The original Loan, dated June 2, 2016, provided Business Ready Community Grant and Loan Program (BRC) Business Committed Loan funds to Borrower to develop a two-acre site including construction of an 8,236 square-foot technology center for Underwriters Laboratories (UL) expansion into Laramie for the total Loan amount of four hundred thirty-three thousand one hundred sixty-one dollars (\$433,161), a Construction Services completion date of June 30, 2017, and a Loan term of seven (7) years.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of the Loan, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan, or pursuant to federal or state statute or rule or regulation.

4. **Amendments.**

A. The last sentence of Section 4 of the original Loan is hereby deleted.

5. **Additional Responsibilities of Council.** Responsibilities of the Council have not changed.

6. **Additional Responsibilities of Borrower.** Responsibilities of the Borrower have not changed.

7. **Special Provisions**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Loan between the Council and the Borrower, including but not limited to sovereign immunity, and including all prior amendments to this Loan, shall remain unchanged and in full force and effect.

8. General Provisions

- A. Entirety of Loan.** This Loan consisting of nine (9) pages, Attachment A, consisting of five (5) pages, Attachment B, consisting of six (6) pages, Attachment C, consisting of four (4) pages, Attachment D, consisting of one (1) page, and this Amendment One, consisting of three (3) pages, represents the entire and integrated Loan between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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

WYOMING BUSINESS COUNCIL

Shawn Reese
Chief Executive Officer

Date

Julie Kozlowski
Community Development Director

Date

CITY OF LARAMIE

Dave Paulekas, Mayor
City of Laramie

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Marion Yoder
Senior Assistant Attorney General



Date

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF LARAMIE UNDERWRITERS LABORATORIES BUSINESS
COMMITTED SPECIAL ASSISTANCE LOAN PROJECT**

1. **Parties.** The parties to this Loan Agreement (Loan) are the Wyoming Business Council (Council), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and the City of Laramie (Borrower), whose address is 406 Iverson Street, P.O. Box C, Laramie, WY 82073.
2. **Purpose of Loan.** The Council shall provide Business Ready Community Grant and Loan Program (BRC) Special Assistance Fund Loan funds to Borrower in the amount set forth in Section 4, and Borrower shall undertake and complete materials, projects and/or services (collectively, the Project) described in Attachment A, B, C, and D which are attached hereto and incorporated herein by this reference. Performance by Borrower of the requirements of this Loan and compliance with all BRC program rules and regulations is a condition to this Loan.
3. **Term of Loan.** The Borrower shall repay the Loan in accordance with the Business Ready Community Promissory Note as further described in Attachment B which is attached and made a part of this Loan. This Loan shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by June 30, 2017. The term of repayment of the Loan is seven (7) years at an interest rate of one-half percent (½%) per annum, and a one-time loan fee of two thousand one hundred sixty-five dollars and eighty-one cents (\$2,165.81). The Borrower is responsible for all fees including, but not limited to, loan fee, loan documentation fees, filing fees, title insurance and the cost of any appraisals to be paid at closing.
4. **Disbursement of Loan Monies.** Council agrees to loan monies to Borrower for performance of the Project, completed in accordance with the requirements of this Loan and the BRC program. The total payment to Borrower under this Loan shall not exceed four hundred thirty-three thousand one hundred sixty-one dollars (\$433,161) (Loan). Payment will be made following Borrower's delivery to Council of invoices detailing services performed in connection with the Project in a form acceptable to Council. Loan funds shall not be used for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Loan.
5. **Responsibilities of Borrower Regarding the Project.** The Borrower agrees to its responsibilities described in Attachment A which is attached and made a part of this Loan. The Borrower shall execute a Non-Recourse Promissory Note in to evidence its obligation to repay the Loan to the Council. A copy of the Non-Resource Promissory Note, Attachment B, is attached hereto and hereby incorporated herein by reference.

6. **Loan Security.** The Loan shall be secured by a Mortgage and Assignment and Pledge of Revenues by the Borrower to the Council of all of the Borrower's right, title, and interest in and to revenues received by the Borrower. This Mortgage shall be in effect until the Loan has been repaid in full. A copy of the Mortgage, Attachment C, and Assignment and Pledge of Revenues, Attachment D, are attached to this Loan and hereby incorporated herein by reference.
7. **Repayment.** The Borrower agrees to arrange for the repayment of the Loan in the event that the Business Ready Community Grant and Loan Program is invalidated by any Court.
8. **Responsibilities of Council.** Council will, at its discretion, assist in providing Borrower access to information, including without limitation information concerning BRC program requirements, rules statutes, and regulations. The Council will cooperate with Borrower whenever possible. Council shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.
9. **Servicing Agent.** Council may contract with an independent party to act as a servicing agent for the BRC loans. Council will notify Borrower of the servicing agent's name, address, and other contact information.
10. **Special Provisions.**
 - A. **Audit.** The Borrower agrees to an annual audit to assure all funds are used for the purposes for which the Loan has been made.
 - B. **Budget.**
 - (i) Borrower agrees it will not exceed any of the line item totals listed in Attachment A by more than twenty percent (20%) without prior approval from Council. Such changes will not result in any change in the total Project costs, or a change in the Loan amount.
 - (ii) In the Budget, "Non Construction Costs" include: appraisal, architectural, engineering, and Project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.
 - (iii) All awarded Grant funds will be fully expended prior to any Loan expenditures.
 - (iv) This Loan is incrementally funded as costs are incurred accordingly to the Budget in Attachment A.
 - (v) Borrower shall submit one (1) reimbursement request per monthly cycle or one (1) request every thirty (30) days. If more than one request is received

during that monthly cycle, the Council may return each additional request to Borrower for submittal in the next appropriate monthly cycle.

- (vi) The Council will release funds only after payment vouchers or invoices approved by the Borrower are submitted to the Council. After receipt of cash requests and billing documentation, the Council will pay the amounts of invoices at one hundred percent (100%). Verification of all in-kind contributions must be submitted to the Council.
- (vii) If actual costs of the Project are more than the Budget indicated in Attachment A, Borrower agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project. If there is additional funding for the Project, the Borrower must provide the Council with all necessary information regarding the funding.

C. Default and Remedies. Failure by Borrower to meet the conditions of this Loan shall entitle the Council to declare the whole of the unpaid balance of principal and accrued interest on the Promissory Note due and payable on demand.

- (i) Immediately terminating this Loan without further liability or obligation of Council;
- (ii) Issuing a letter of warning advising Borrower of the deficiency and putting the Borrower on notice that additional action will be taken if the deficiency is not corrected or is repeated;
- (iii) Recommending, or requesting Borrower to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- (iv) Advising Borrower to suspend disbursement of funds for the deficient activity;
- (v) Advising Borrower to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
- (vi) Changing the method of payment to Borrower; and/or
- (vi) Reducing, withdrawing, or adjusting the amount of the Loan.

D. Extension of Construction. Council may, at its discretion, by amendment to this Loan, extend the construction services date if Borrower provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein.

- E. Monitor Activities.** The Council shall have the right to monitor all Project related activities of the Borrower. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.
- F. No Finder's Fees.** No finder's fee, employment agency fee, broker fee or other such fee related to this Loan shall be paid by either party.
- G. Non-Supplanting Certification.** Borrower hereby affirms that BRC loan funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- H. Procurement Requirements.** Upon completion of construction of this Project, Borrower will be required to provide the Council a letter from Borrower's attorney confirming:
- (i) Borrower has followed all procurement standards have been followed as per W.S. § 15-1-113 and W.S. § 16-6-101 et. Seq.
 - (ii) Borrower has followed the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206);
- I. Publicity.** Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Borrower, shall identify the Council as a funder.
- L. Reporting.** Within fifteen (15) calendar days at the conclusion of each calendar year during the Term of this Loan, Borrower shall furnish Council with a written progress report. Each progress report shall set forth, in narrative form; the Project work accomplished under the Loan during the quarter and shall include a financial status report. At the end of the term, Borrower shall furnish Council with a comprehensive report of the Project and accomplishments pursuant to the Loan. Borrower shall likewise furnish Council with a cumulative financial statement, reflecting total expenditures pursuant to this Loan.
- M. Retention of Records.** Borrower agrees to retain all records related to the Project which are required to be retained pursuant to this Loan or the BRC program rules and regulations for ten (10) years following Council's date of notice to Borrower of closeout of the Loan.

11. General Provisions

- A. Amendments.** Any changes, modifications, revisions or amendments to this Loan which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Loan.
- B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Loan shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Loan and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- C. Assignment.** Borrower shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Loan without the prior written consent of the other party. Borrower shall not use this Loan, or any portion thereof, for collateral for any financial obligation, without the prior written permission of Council.
- D. Assumption of Risk.** The Borrower shall assume the risk of any loss of state funding due to the Borrower's failure to comply with state requirements. The Council shall notify the Borrower of any state determination of noncompliance.
- E. Audit/Access to Records.** The Council and any of its representatives shall have access to any books, documents, papers, and records of the Borrower that are pertinent to this Loan.
- F. Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Borrower, the Loan may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Borrower at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Council to terminate this Loan to acquire similar services from another party.
- G. Award of Related Agreements.** The Council may undertake or award supplemental or successor agreements for work related to this Loan. The Borrower shall cooperate fully with other Borrowers and the Council in all such cases.
- H. Compliance with Laws.** The Borrower shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Loan.

- I. Entirety of Loan.** This Loan consisting of nine (9) pages, Attachment A, consisting of five (5) pages, Attachment B, consisting of six (6) pages, Attachment C, consisting of four (4) pages, and Attachment D, consisting of one (1) page, represents the entire and integrated Loan between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- J. Extensions.** Nothing in this Loan shall be interpreted or deemed to create an expectation that this Loan will be extended beyond the term described herein. This Loan may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of Council and subject to any necessary Council approval. Any agreement to extend this Loan shall include, but shall not be limited to: an unambiguous identification of the Loan being extended; the term of the extension; a statement that all terms and conditions of the original Loan shall, unless explicitly delineated in the exception, remain as they were in the original Loan; and, if the duties of either party will be different during the extension than they were under the original Loan, a detailed description of those duties.
- K. Indemnification.** Each party to this Loan shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- L. Independent Contractor.** Borrower shall function as an independent contractor for the purposes of this Loan, and shall not be considered an employee of Council for any purpose. Borrower shall assume sole responsibility for any debts or liabilities that may be incurred by the Borrower in fulfilling the terms of this Loan, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Loan. Nothing in this Loan shall be interpreted as authorizing Borrower or its agents and/or employees to act as an agent or representative for or on behalf of Council, or to incur any obligation of any kind on the behalf of Council. Borrower agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Council employees will inure to the benefit of Borrower or Borrower's agents and/or employees as a result of this Loan.
- M. Kickbacks.** The Borrower certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Loan, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Loan. If the Borrower breaches or violates this warranty, the Council may, at its discretion, terminate this Loan without liability to the Council, or deduct from the Loan or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- N. Nondiscrimination.** The Borrower shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the

Americans with Disabilities Act, (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations related thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this agreement.

- O. Notices.** All notices arising out of, or from, the provisions of this Loan shall be in writing and given to the parties at the address provided under this Loan, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- P. Ownership of Documents/Work Product/Materials.** All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Loan are at all times the property of the Council.
- Q. Prior Approval.** This Loan shall not be binding upon either party, no services shall be performed under the terms of this Loan, and the Wyoming State Auditor shall not draw warrants for payment on this Loan, until this Loan has been reduced to writing and approved as to form by the Office of the Attorney General.
- R. Severability.** Should any portion of this Loan be judicially determined to be illegal or unenforceable, the remainder of this Loan shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity.** The State of Wyoming and Council do not waive sovereign immunity by entering into this Loan and the Borrower does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- T. Taxes.** The Borrower shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Loan.
- U. Termination of Loan.** The Council may terminate this Loan immediately for cause if the Borrower fails to perform in accordance with the terms and conditions of this Loan. Should the Borrower fail to perform in a manner consistent with the terms and conditions set forth in this Loan, payment under this Loan may be withheld until such time as the Borrower performs its duties and responsibilities. In the event of termination under this section, any and all loan repayments obligation

shall survive. The Council retains all collection rights contained in this agreement or any related documents.

- V. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Loan shall not be construed so as to create such status. The rights, duties and obligations contained in this Loan shall operate only between the parties to this Loan, and shall inure solely to the benefit of the parties to this Loan. The provisions of this Loan are intended only to assist the parties in determining and performing their obligations under this Loan.
- W. Time is of the Essence.** Time is of the essence in the performance by Borrower all provisions of the Loan.
- X. Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Loan.
- Y. Unused/Misused Funds.** The Council shall be entitled to recover from Borrower any full or partial payment made under this Loan for: 1) any payments used for purposes not authorized, or performed outside this Loan, 2) any payments for services the Borrower is unable to provide, 3) any payments for services the borrower did not provide but was required to provide under the terms of this Loan.
- Z. Waiver.** The waiver of any breach of any term or condition in this Loan shall not be deemed a waiver of any prior or subsequent breach.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

WYOMING BUSINESS COUNCIL

Shawn Reese
Shawn Reese
Chief Executive Officer

6-2-16
Date

Molly Spangler
Molly Spangler, Director
Investment Ready Communities Division

5.31.16
Date

CITY OF LARAMIE

David Paulekas
David Paulekas, Mayor
City of Laramie

5-19-16
Date

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by

David Paulekas, Mayor, of Laramie this 17 day of May, 2016

Witness my hand and official seal.

Courtney Brackenrich
Notary Public

My commission expires: 2/25/18



ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Susan G. O'Brien #147783
for Susan G. O'Brien
Senior Assistant Attorney General

3/25/16
Date

**ATTACHMENT A TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF LARAMIE UNDERWRITERS LABORATORIES BUSINESS
COMMITTED SPECIAL ASSISTANCE LOAN PROJECT**

Projected Loan Expenditure Schedule for Laramie - Underwriters Laboratories Building			
DESCRIPTION	BRC Loan	MATCH	TOTAL
		BRC Grant	
Land Acquisition	\$ 634	\$ 4,366	\$ 5,000
Non Construction Costs	\$ 42,010	\$ 289,390	\$ 331,400
Construction Costs	\$ 390,517	\$ 2,690,123	\$3,080,640
Total Project Cost	\$ 433,161	\$ 2,983,879	\$3,417,040

City of Laramie - Underwriters Laboratories					
Basic Project Information	Requested Grant Amount	\$2,983,879		Recommended Grant Amount	\$2,983,879
	Cash Match (BRC special assistance loan)	\$433,161		Match %	15%
	Interest Rate	0.5%		Term of Loan	7.00 Years
		YEAR 1	YEAR 2	YEAR 3	
Job Creation Information	Direct Job Creation	6	19	0	
	Hourly Wage Information				
	Low	\$24.19	\$24.60	\$26.95	
	High	\$24.19	\$24.60	\$26.95	
	Mean/Avg	\$24.19	\$24.60	\$26.95	
	Median	\$24.19	\$24.60	\$26.95	
Infrastructure	County Industry Mean Wage:	\$22.13		County Industry Median Wage:	\$20.80
	Infrastructure:	New Const:	8,236	SQFT	
	Asset:	8,236 SQFT technology center			
Revenue Recapture	Revenue Recapture (7 Year Lease Period):	\$492,308--\$529,813		Notes:	
	Revenue Recapture Fund Balance from previous BRC Projects:	\$2,580,000			
Business Development	CRITERIA		RESULT	NOTES	
	Number of businesses to be assisted		1	Underwriters Laboratories	
	Additional business expenditures		No	UL Will provide tenant finish for the building (which is already included above)	
	Increases existing business revenue		Yes		
	Increases existing business market share		Yes		
	Business plan is thorough and viable		Yes		
	Community Development Organization (CDO)		No		
	Fulfills community and economic development goals		Yes		
Community/Economic Development	Increases ability to retain existing businesses		Yes	UL currently has global operations but this will build on	
	Increases ability to attract and expand future business		Yes	Well known company that will garner the attention of others	
	Develops community momentum in unique market niches		Yes	Meets the intended use of the Cirrus Sky Park and advances	
	Helps diversification efforts		Yes		
Additional Application Review	Improves workforce/entrepreneurial training		Yes		
	Successful performance on past projects		Yes		
	Project has contingencies		No		

Project Description

The city of Laramie requests a \$2,983,879 Business Committed grant, and a \$433,161 Special Assistance loan to develop a two-acre site including construction of an 8,236 square-foot technology center for Underwriters Laboratories (UL) expansion into Laramie. The office building will be located in the Cirrus Sky Technology Park and will house UL's technology development and support services for enterprise applications and global clients in the technology sector.

Through a competitive site selection process, UL chose Laramie over 16 other national locations. The site was selected because of Laramie's available business space, local business environment, local talent, quality of life, growth potential and proximity to the University of Wyoming (UW). Additionally, the BRC grant program works as a business incentive, which allowed the city of Laramie to offer a competitive lease rate that the company could not get in other locations.

The Business

Founded in 1894, UL is a global independent safety science company dedicated to promoting safe living and working environments and promoting sustainability, renewable energy and nanotechnology.

UL has 11,000 employees in 46 countries and provides safety-related certification, validation, testing, inspection, auditing, advising and training services to manufacturers, retailers, policy-makers, regulators, service companies and consumers. UL has acquired other companies and competitors allowing it to diversify and offer broader services. Its core competency remains safety and testing.

UL is temporarily housed in the Wyoming Technology Business Center on the UW campus with six employees. Over the next three years, UL will create 25 jobs with an average salary of \$45,000 or more annually at the Cirrus Sky Technology Park.

Cirrus Sky: Background and Vision

In January 2013 the city of Laramie received a \$5,466,331 Business Ready Community grant matched by local contributions of \$3,031,889 to develop the Cirrus Sky Technology Park. The grant and matching funds from Laramie paid for the acquisition of the land (149 acres) and installation of infrastructure which includes roads, water, sewer, and fiber conduit.

Construction is underway and completion is expected by summer 2015.

The park will provide build-ready sites for the expansion and attraction of technology-related businesses and high-paying jobs. Creation of a campus-type setting in close proximity to the UW and its resources make this park unique and beneficial to the state as a whole.

Project Goals and Public Benefit

The project will create a facility that will add to the tax base of the community and add quality jobs for the area. In partnership with UW, UL will establish a recruiting strategy to connect graduates from the university's Computer Science Department with employment opportunities at UL.

Lease and Revenue Recapture

Upon construction completion, the city of Laramie will lease the building to UL for an initial term of seven years with an option to renew at three- and five-year intervals thereafter.

Lease rates are \$14 per square-foot triple net. The lease amount may be reduced to \$8 per square-foot triple net during the first three of the initial seven-year term if UL provides sufficient information to substantiate increasing, full-time employment and cumulative payroll.

If UL employs more than 15 full-time equivalents (FTE) after three years, the annual lease rate will be set at \$8.57 per square foot triple net through year seven. If employment data indicates 10 to 14 FTEs, the lease rate will increase at a rate of three and one-half percent (3.5%) per year through year seven. If employment data indicates less than 10 FTEs, the lease rate will increase by five percent (5%) per year through year seven.

While payments may fluctuate based on jobs created, the city estimates lease revenues between \$492,308 and \$529,813. Revenues will be deposited in the city’s economic development fund for low-interest loans or grants to new and existing businesses, continued development of the Cirrus Sky Park and other economic development opportunities as they arise. All appropriations from the city’s revolving loan fund must be approved by the Laramie City Council.

Timeline

The city and UL believe the project can be completed by December 2015.

Project Funding

The total eligible project cost is \$3,417,040 of which \$2,983,879 represents the BRC Business Committed grant. UL will pay for approximately \$200,000 in tenant finishes.

The city has recaptured lease and sales revenues of \$557,165 from the Trihydro and Basic Beginnings leases and sale of the Laramie Technology Building (also BRC-funded projects). However, these revenues have been reinvested in other projects including Cirrus Sky and the airport.

Laramie initially identified a portion of the sale proceeds (\$3,000,000) of the Laramie Technology Building for its match of \$433,161. However, the city has changed its match from a cash contribution to a BRC special assistance loan¹. The cost per square foot of the building is \$300 (excluding the cost of the land, professional fees, site preparation and contingencies). There are currently numerous projects under construction in Albany County, particularly in the city of Laramie, including the hospital, a new high school and several projects related to UW.

Sources	
BRC Grant Amount	\$ 2,983,879
Cash Match (BRC loan)	\$ 433,161
Total project cost	\$ 3,417,040
Percentage of Grant Match	15%
Uses	
Non-Construction Costs	
Architectural, Engineering & Other fees	\$ 331,400
Construction Costs	
Land Acquisition	\$ 5,000
Architectural, Engineering & Other fees	\$ 331,400
Electrical	\$ 378,000
Mechanical systems	\$ 630,000
Landscaping	\$ 180,000
Foundation/Structural	\$ 402,000
Interior Finishes	\$ 302,000
Fire suppression	\$ 126,000
Other (roof system)	\$ 125,000
Misc (permanent equipmt/enclosures)	\$ 377,000
Contingencies	\$ 310,640
Total Uses	\$ 3,417,040

¹ A special assistance loan allows applicants to borrow funds in excess of the maximum award and/or borrow all or a portion of the required match.

Demand for construction contractors has outpaced availability. Competition with the oil and gas industry for laborers is a factor as well. This boom has created an anomaly in construction bid prices. Nearly every 2014 public works and building construction project for the city of Laramie came in higher than originally estimated.

Regional Comments by Tom Johnson

This project is a result of a year-long recruiting process in which the community of Laramie successfully beat out 16 other communities across the nation to expand Underwriters Laboratories (UL), a worldwide leader in safety testing. UL plans to create a technology center in Laramie and create jobs for software developers and other technology-related workers. UL already hired several students out of the University of Wyoming's Computer Science department and will continue to hire more. The company is financially sound and growing.

UL will locate in the Cirrus Sky Technology Park and will further expand Laramie's ability to recruit technology-related businesses. This is only the beginning of seeing Cirrus Sky become a technology hub for southeast Wyoming.

WBC Deliberation

The WBC Board heard from a representative of the city of Laramie who discussed the following:

- Future jobs: The Board asked if UL anticipates growth in the long term beyond the estimated 25 jobs. The company anticipates 25-50 jobs long term and UL is currently hiring UW computer science majors.
- Construction costs: The city representative said Laramie commissioned three separate but consistent cost estimates. The high costs are attributed to a challenging construction environment, high material costs, shortages of labor, site work and required landscaping. The city representative said many capital construction projects came in significantly over budget in the past 18-30 months.
- Increased land value: Board members noted that the value of the unimproved land in Cirrus Sky was .33 cents per square foot and is now valued at \$5 per square foot.

WBC Recommendation

The WBC Board praised this business recruitment effort and UL for being the anchor tenant of Cirrus Sky. The Board voted unanimously to recommend funding the grant (\$2,983,879) with the following conditions:

- The match will be a BRC special assistance loan in the amount of \$433,161 to fund the required match. Recommended loan terms:
 - Total Project: \$3,417,040
 - BRC Loan: \$433,161
 - BRC Grant: \$2,983,879
 - Collateral: The building to be constructed.
 - Repayment: The loan will be repaid from UL lease payments and will be one balloon payment of principal and interest at seven years.

- Term: Seven years
 - Interest rate: .5% annual
 - Fees: .5% loan fee
 - Other fees (i.e. loan documentation, appraisal, filing, etc.) are the responsibility of the city of Laramie.
-
- All necessary loan information must be submitted to and approved by WBC staff.
 - The city shall create an escrow account for the purposes of holding the lease payments until the loan payment is due.

The city of Laramie and LEDC will recapture approximately \$492,308 in lease payments. This allows them to pay the loan off and retain approximately \$41,647 plus any interest from the escrow account for future economic development needs. The BRC program will recapture \$450,661 in principal and interest.

Performance measures for the project will include job creation, private investment leveraged, square feet of building developed and occupied and lease and revenue recapture.

State Loan and Investment Board Decision: APPROVED UNANIMOUSLY THE GRANT IN THE AMOUNT OF \$2,983,879 AND THE SPECIAL ASSISTANCE LOAN FOR THE REQUIRED MATCH FOR THE AMOUNT OF \$433,161, JANUARY 15, 2015.

**ATTACHMENT B TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF LARAMIE UNDERWRITERS LABORATORIES BUSINESS
COMMITTED SPECIAL ASSISTANCE LOAN PROJECT**

NON-RECOURSE PROMISSORY NOTE

*For Value Received, City of Laramie, a Wyoming municipal corporation and political subdivision of the State of Wyoming, whose principal office is located at 406 Iverson Street, Laramie, Wyoming 82073 (the "Borrower"), promises to pay to the order of Wyoming Business Council (together with the holder, from time to time, of this Note, the "Council"), a body corporate organized under the laws of the State of Wyoming and operating as a state instrumentality operated solely for the public benefit, whose principal office is located at 214 West 15th Street, Cheyenne, Wyoming 82002, the unpaid principal amount of up to **Four Hundred Thirty Three Thousand One Hundred Sixty One Dollars (\$433,161)** (the "Principal Sum"), together with interest on the principal amount outstanding from time to time, at the annual rate of **One-Half Percent (1/2 %)**. This Promissory Note (this "Note") is made to evidence the loan of the Principal Sum to the Borrower (the "Loan"). The Council's obligation to fund the Loan is fully subject to and conditioned upon the availability of funds appropriated therefor by the Wyoming State Legislature.*

Section 1. Repayment of the Loan.

1.1. Payments Solely from Special Fund.

Notwithstanding anything in this Note or any Loan Document to the contrary and as provided in Section 4 hereof, no payment otherwise payable under this Note or any Loan Document shall be required to be paid by the Borrower unless funds are available to the Borrower from funds received by it (i) under the revenue recaptured through lease payments received for the facility as a result of this Project more fully described in the Business Ready Community Grant and Loan Agreement dated May 17, 2016, and attached to this Promissory Note. Recaptured revenue will be managed by the Borrower and deposited into an economic development fund account to repay this loan and for future economic development projects and continued development of the Cirrus Sky Park.

1.2. Payments.

Interest will begin accrual upon the date of the final draw, the Commencement Date.

On the seventh (7th) anniversary of the Commencement Date (the Maturity Date), the Borrower shall pay the entire Principal Sum then unpaid, together with all interest accrued and unpaid through the Maturity Date.

1.3. Daily Calculation of Interest; Application of Payments.

Interest shall be computed daily on a 365 day basis on the principal balance of the Principal sum as drawn down and outstanding from the Commencement Date. Payments received from the Borrower will be applied, first, to accrued and unpaid interest; and lastly, to principal.

1.4. Payment in Full on Maturity.

The Borrower shall pay all outstanding sums due hereunder on the Maturity Date.

1.5. Loan Cost.

The Loan shall always be at no cost to the Council, and all fees and expenses, including (without limitation) the Council's counsel fees and expenses, the loan servicing fees, insurance premiums, recordation costs, cost of documentary stamps, transfer taxes, photocopying expenses, appraisals, travel expenses for the Council's agents, employees, and counsel, and all other reasonable expenses relating to the Loan shall be paid by the Borrower, whether incurred before, on, or after the date hereof, such that the Loan shall be free of cost to the Council.

Section 2. Additional Terms and Conditions.

2.1. Collateral.

This note is secured by a (i) Mortgage, (ii) a Collateral Assignment and Pledge of Revenues, and (iii) UCC Financing Statement (collectively, the "Collateral").

2.2. Program Compliance; Disbursement of Loan Proceeds.

The Borrower covenants and agrees that it shall use the proceeds of the Loan solely for the costs of an infrastructure project where the Borrower has a business committed to start-up, expand or locate in the community.

The proceeds of the Loan shall be disbursed in accordance with the Loan Agreement to the Borrower only as needed to discharge obligations incurred in accordance with the Council-approved eligible project costs. Request for disbursement shall be made on a form supplied by the Council's staff and supported by adequate proof that such an obligation has been incurred for the project purpose and is due and owing.

The Council's staff may, at the Borrower's expense, conduct an audit of the records of the Borrower and inspect the construction and operation of the project funded by proceeds of the Loan.

The Borrower shall comply with the loan policies and procedures for the Business Ready Community – Business Committed Loans, as adopted by the Council from time to time, a copy of which the Borrower acknowledges having received on or before the date hereof.

2.3. Event Default.

The occurrence of an Event of Default under any document made in connection with the Loan (each, a "Loan Document", and collectively, including this Note, the "Loan

Documents”) will constitute a material breach and a default under this Note. Failure to make any payment due hereunder on the date such payment came due shall also be an Event of Default under this Note.

2.4. Acceleration.

Upon the occurrence of an Event of Default and after any applicable grace and/or cure periods, the Council may declare the entire unpaid balance of this Note, together with interest accrued thereon, to be immediately due and payable and may proceed to exercise any and all rights, powers, and remedies that the Council may have under this Note or any other Loan Document or that may be available to the Council at law or in equity.

2.5. Remedies Cumulative and Non-Exclusive.

The Council is not required to first proceed against any Collateral for payment of this Note. All remedies conferred by this Note or any of the Loan Documents shall be cumulative, and none is exclusive.

Section 3. Other Provisions.

3.1 Waiver of Presentment.

Except as otherwise provided herein, presentment or other demand for payment, notice of dishonor, and protest are hereby expressly waived by the Borrower.

3.2 Notices.

All notices, requests, and demands under this Note shall be in writing and made to the other party at its address set forth above or to such other address as such party shall have most recently designated by written notice.

3.3 Indemnity.

Each party to this Note shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

3.4. Governing Law.

All terms, conditions, and other provisions of this Note are to be determined, interpreted, construed, and otherwise governed by Wyoming law.

3.5. Lender's Rights to Pay Expenses.

The Council may, but shall have no obligation to, if the Council deems it necessary in order to protect or preserve the Collateral, make payments or otherwise perform on

behalf of the Borrower, the Borrower's obligations affecting the Collateral, in the event the Borrower fails to make such payments or fails to perform such obligations after prior written demand by the Council. In the event the Council makes any such payments or performs any such obligations of the Borrower, then the Borrower shall immediately reimburse the Council for any payments and for any costs and expenses incurred in performing such obligations, including any attorney or other professional fees and expenses incurred by the Council, together with interest thereon at the annual rate of eighteen percent (18%) from the date such payment, cost, or expense is made or incurred by the Council until the same has been fully reimbursed to the Council. Any debt of the Borrower to the Council under this paragraph is and shall be evidenced by this Note and be added to the Principal Sum owed hereunder.

3.6. Entire Agreement, Amendment, and Severability.

The Loan Documents constitute the entire agreement between the parties with respect to the subject matter hereof. Neither the Loan Documents nor any provision thereof may be changed, waived, discharged, modified, altered, amended, or terminated orally, but only by a Document in writing signed by all parties. If any provision of the Loan Documents should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3.7. Sovereign Immunity.

The State of Wyoming and the Council do not waive and hereby reserve any claims or rights they might have to sovereign immunity by entering into the Loan Documents, and specifically retain sovereign immunity and all defenses available to them as sovereigns pursuant to W.S. § 1-39-104 and all other state or federal laws.

3.8. Benefit of Agreement.

The terms, conditions, and other provisions of this Note shall be binding upon the Borrower, and its respective legal representatives, successors, and assigns, and shall inure to the benefit of the Council, and its legal representatives, successors, and assigns.

3.9. Waivers; Consent to Jurisdiction.

The Borrower irrevocably

- (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Note or any other Loan Documents may be brought in the District Court for the First Judicial District in Laramie County, Wyoming,
- (ii) or in the courts of the United States of America located in Laramie County, Wyoming,

- (iii) consents to the jurisdiction of each such court in any suit, action, or proceeding, and
- (iv) waives any objection which it may have to the laying of venue of any suit, action, or proceeding in any such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum.

3.10. Jury Waiver.

IT IS MUTUALLY AGREED BY AND BETWEEN THE COUNCIL AND THE BORROWER THAT, TO THE EXTENT ALLOWED BY LAW, THEY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS NOTE OR ANY OTHER LOAN DOCUMENTS.

Section 4. Non-General Obligation.

This Note evidences a loan from the Council to the Borrower. This Note will not encumber, be chargeable, create or constitute a legal or moral obligation or debt of any kind on behalf of or against the Borrower and will not encumber or be chargeable against the Borrower's assets, general reserves, general funds, or any other revenues or properties whatsoever, except for those pledged as collateral security herefor.

Without limiting the generality of the provisions of this section, neither this Note nor any of the Loan Documents (i) shall result in the imposition of any debt upon the Borrower in contravention of any constitutional or statutory limitations or requirements concerning the indebtedness of the Borrower; (ii) shall constitute a pledge of or result in the imposition of any lien, charge or encumbrance upon any tax revenues, cash reserves, or other assets or revenues of the Borrower; or (iii) shall, in the event of a default hereunder or thereunder, entitle the Council to, and the Council shall not have, the right to seek repayment of the principal or accrued interest due under the Loan, or any other sums payable under the Loan, from any source other than the collateral now or hereafter pledged.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In Witness Whereof, the Borrower has caused this Note to be executed by its Mayor and attested by its Clerk and delivered to the Council for and on behalf of the Borrower, all as of the 17th day of May, 2016.

CITY OF LARAMIE:

By: 

ATTEST:

By: 

**ATTACHMENT C TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF LARAMIE UNDERWRITERS LABORATORIES BUSINESS
COMMITTED SPECIAL ASSISTANCE LOAN PROJECT**

MORTGAGE

The City of Laramie, a Wyoming municipal corporation, (Mortgagor) whose address is 406 Invinson Street, Laramie, Wyoming 82070, to secure the repayment of a four hundred thirty-three thousand one hundred sixty-one dollars (\$433,161.00) loan payable with an interest rate of one-half percent (1/2%) per annum as more fully set forth in the Non-Recourse Promissory Note, which is Attachment B to the Business Ready Community Grant and Loan Program Agreement Between the Wyoming Business Council and the City of Laramie dated 5/17, 2016, from the Wyoming Business Council (Mortgagee), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, do hereby mortgage and warrant to the Mortgagee the following described real estate (the Property) situated in the County of Albany, City of Laramie, in the State of Wyoming, together with all improvements now or hereafter erected thereon as described below.

A portion of Lot 1, Block 3, Final Plat Cirrus Sky, City of Laramie, Albany County, Wyoming, more particularly described as follows:

Commencing at the North one-quarter corner of Section 27, Township 16 North, Range 73 West of the 6th P.M. being a 3 ¼" aluminum cap,
thence South 11°14'00" East, a distance of 861.23 feet to a point on the South right-of-way line of Cumulus Drive being a 2" aluminum cap, being the **true point of beginning**;
thence along the South right-of-way line of Cumulus Drive, South 71°48'56" East, a distance of 158.05 feet;
thence South 18°00'00" West, a distance of 303.11 feet to a point on the South line of said Lot 1;
thence along the South line of said Lot 1, North 68°14'56" West, a distance 170.76 feet to a point on the Westerly line of said Lot 1 also being Easterly right-of-way of 22nd Street, being a 2" aluminum cap;
thence along the Westerly line of said Lot 1 also being the Easterly right-of-way of 22nd Street, North 00°17'24" West, a distance of 190.32 feet to a 2" aluminum cap said point being on a non-tangent curve to the left;
thence along the Westerly line of said Lot 1 also being the Easterly right-of-way of 22nd Street and along said curve having a radius of 190.00 feet, arc length of 135.84 feet, (chord bearing North 50°49'10" East, 132.97 feet) to the **true point of beginning**.

The Mortgagor agrees to pay the indebtedness hereby secured and all future advances, renewals, extensions and modifications hereto and all other sums advanced to protect the security of this Mortgage. Mortgagor also agrees to pay all taxes, assessments and encumbrances on the Property. In case the Mortgagor shall fail to pay any taxes, assessments or encumbrances, the Mortgagee may pay them and all sums paid shall be added to and considered part of the above indebtedness secured by this Mortgage, and which shall accrue interest at the same rate.

Other than normal wear and tear, Mortgagor will commit, permit or suffer no waste, impairment or deterioration of the Property nor any part thereof. The Property shall be continuously maintained in good order, repair, and condition by the Mortgagor at its expense.

In case of any failure on the part of Mortgagor to comply with this covenant, the Mortgagee may, after notice and opportunity to cure, effect repairs as it may deem necessary to protect the Property, at the expense of the Mortgagor, and add the costs incurred to the indebtedness secured by the Mortgage, and which shall accrue interest at the same rate.

Mortgagor shall pay all taxes, assessments, charges, fines, liens and impositions attributable to the Property which may attain priority over this Mortgage. Mortgagor shall maintain full coverage insurance on the property in the minimum amount of the Promissory Note with the Mortgagee listed as loss payee. Mortgagor shall pay these obligations on time directly to the person owed payment. If Mortgagee requires, Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph together with receipts evidencing the payments.

Mortgagor agrees that any voluntary or involuntary encumbrance on the Property caused or allowed by Mortgagor subsequent to the date of this Mortgage and the Promissory Note which places Mortgagee's interest at risk, without Mortgagee's express written consent, shall result, at Mortgagee's option, in acceleration of the debt due pursuant to this Mortgage. Mortgagee may, its option and after written notice to Mortgagor and allowing for thirty (30) days for Mortgagor to cure the encumbrance, foreclose upon the Mortgage by judicial action if the lien or encumbrance is not removed or if the entire debt secured by the Mortgage is not paid.

Mortgagee or its agent may make reasonable entries upon and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

In case default shall be made in the payment of the secured indebtedness or the interest thereon, and failure to cure after notice as set forth above, or any part of such principal or interest when the same shall become due, or in the case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness and any interest thereon shall, at Mortgagee's option, become due and payable. The Mortgagee's legal representatives or assigns shall have the power to pursue a judicial foreclosure of the Mortgage.

In case of default and acceleration of the indebtedness as provided for herein, or in case of abandonment of the Property, or at any time prior to the expiration of any period of redemption, Mortgagor hereby assigns to Mortgagee the rents of the Property and further consents that Mortgagee, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and collect the rents and profits therefrom, including any past due. All rents collected by or for Mortgagee shall be applied first to payment of the costs of management of the Property and collections rents due, then to sums secured by this Mortgage. Mortgagee shall be liable to account only for rents actually received.

Mortgagee may at any time and from time to time, without notice to, and without the consent of any other person or entity (except for Mortgagor in the case of a modification off the terms of the Promissory Note or this Mortgage): (1) extend the time of payment for the indebtedness secured by the Mortgage; (2) agree to modify the terms of the Promissory Note or this Mortgage; (3) release any person liable for payment of any indebtedness secured by the Mortgage or for performance of any obligation; (4) release all or any part of the security held for the indebtedness secured by this

Mortgage; and (5) exercise or refrain from exercising or waive any right Mortgagee may have.

If all or any part of the Property or any interest in it is sold or transferred, Mortgagee may, at its option, require immediate payment in full or all sums secured by this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than forty-five (45) days from the date notice is mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to make payment within that forty-five day period, Mortgagee may invoke any remedial remedies permitted under this Mortgage without further notice or demand on Mortgagor.

This Mortgage shall be governed by the laws of the State of Wyoming.

The covenants contained in this Mortgage shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender includes all genders.

This Mortgage is being granted to the Mortgagee to satisfy the terms and conditions of the *Business Ready Community Grant and Loan Program Loan Agreement Between the Wyoming Business Council and the City of Laramie*, dated May 17, 2016, and is hereby incorporated into the Mortgage as if fully set forth herein. Upon Mortgagor's satisfaction of all terms and conditions of this Mortgage, Mortgagee shall relinquish all right, title, and interest in the real property identified herein and shall file a satisfaction of mortgage containing the terms acceptable to Mortgagee in the real property records of Albany County, Wyoming.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of Wyoming.

DATED this 17 day of May, 2016

CITY OF LARAMIE

By: David Paulchaps

Name: David Paulchaps

Title: Mayor

STATE OF WYOMING)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by David Paulchaps of Laramie, WY this 17 day of May, 2016

Witness my hand and official seal.

Courtney Brackenrich
Notary Public

My commission 2/25/18



**ATTACHMENT D TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
LOAN AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE
CITY OF LARAMIE UNDERWRITERS LABORATORIES BUSINESS COMMITTED
SPECIAL ASSISTANCE LOAN PROJECT**

ASSIGNMENT AND PLEDGE OF REVENUES

For Value Received, City of Laramie, a Wyoming municipal corporation and political subdivision of the State of Wyoming, whose principal office is located at 406 Iverson Street, Laramie, Wyoming 82073 (the "Borrower"), does hereby assign and pledge to the Wyoming Business Council, (Council) whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 all of its right, title and interest in and to the following revenues:

All rents received from Underwriters Laboratory for use of the Cirrus Sky Technology Park office building. The revenue recaptured through lease payments received for the facility as a result of the Project more fully described in the Business Ready Community Grant and Loan Agreement (Agreement) dated May 17, 2016. Recaptured revenue will be managed by the Borrower and deposited into a special and separate economic development fund account (account # 101531994 at First Interstate Bank of Laramie) for repayment of the Promissory Note (attachment B of the Agreement) and future economic development projects and continued development of the Cirrus Sky Park.

IN WITNESS WHEREOF, the Borrower, Wyoming has caused this Assignment to be signed this 17th day of May, 2016.

Borrower

By: [Signature]

Name: David Pawelek

Title: Mayor

STATE OF WYOMING)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by David Pawelek Mayor, of Laramie this 17 day of May, 2016

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 2/25/18





Agenda Item: Agreement - Professional Services

Title: Approval of a Professional Services Agreement for the Water Line Replacement – Grand Ave Project 13th to 15th

Recommended Council MOTION:

I move to approve a Professional Services Agreement with Trihydro Corporation of Laramie, WY to complete the design of the Grand Avenue Water Line Replacement Project Design in the total amount not to exceed \$86,320.00 with a contingency of \$8,632.00 for a total contract amount not to exceed \$94,952.00 and authorize the Mayor and City Clerk to sign.

Administrative or Policy Goal:

Maintain City-wide Infrastructure Improvement Program as adopted in the 2015 Water Master Plan and long range financial plans for water, sewer, and storm drainage improvements.

Background:

The FY 2016 budget includes funding for the design and construction of a project to replace two water mains in Grand Avenue between 13th and 15th Street. This project will be an extension of a previously completed project east of 15th Street. The project involves the replacement of a 16” and a 14” water main. The intent is to design the improvements over the winter and be in position to bid the project next spring for summer construction.

As per the City’s purchasing policies, staff issued a Request for Qualifications (RFQ) soliciting proposals for the design of the project. On October 3, 2016, proposals were received from four (4) consultants in accordance with the RFQ that was advertised. A committee of five staff members from the Public Works Department evaluated the proposals based on the criteria outlined in the request for qualifications. As per policy, the cost for each proposal was submitted in a separate sealed envelope.

Based on the evaluation criteria, Trihydro scored the highest overall by the selection committee. It is therefore recommended that Trihydro be awarded the Professional Services Contract for the Grand Avenue Water Line design.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

As mentioned above, only the successful firm’s price proposal is opened. The price proposal for Trihydro was opened after staff had evaluated all of the outlined criteria and made a selection based on qualifications. Trihydro proposes a fee of \$86,320.00 to complete the design work.

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$550,000.00	WF Revenues - 510-7025-461-7350
Grants for Projects		
Loans on Project	\$1,650,000.00	DWSRF-181
Other		
Total	\$2,200,000.00	

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$86,320.00	Consultant's Proposed Fee
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount	\$86,320.00	
Contingency 10%	\$8,632.00	
Total Amount	\$94,952.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	\$2,200,000.00	Page 111 of Enterprise Fund Budget
Less Amount Spent to Date		
Remainder of Budget	\$2,200,000.00	

Responsible Staff:

Earl Smith, P.E., Public Works Director

Eric Jaap, P.E., City Engineer

William Winkler, P.E., Civil Engineer

Attachments:

Professional Services Agreement

**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 Iverson Street, Laramie, Wyoming 82070 and Trihydro Corporation, (hereinafter referred to as “Consultant”) whose address is 1252 Commerce Dr., 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 design, bid and bidding services for the Water Line Replacement – Grand Ave Project.

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 Eighty-Six Thousand Three Hundred Twenty Dollars (\$86,320.00). Budgets listed in Attachment A for the identified tasks are not transferrable without prior authorization. No payment shall be made for work performed prior to the date upon which the last required signature is affixed to this Contract or the date of the Consultant's receipt of a Notice to Proceed, whichever occurs later.

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

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

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

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

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

5. Responsibilities of Consultant.

A. General Services.

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

(ii). The Consultant may have a direct contract with a person or entity to perform a portion of services required by this Contract. Such subcontract to other consultants is at the Consultant's expense, and those expenses will be reimbursable through payment requests as detailed above to the extent it deems necessary to complete the design, and bidding services for the Water Line Replacement – Grand Ave Project 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 Water Line Replacement - Grand Ave Project 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 design, and bidding services Water Line Replacement - Grand Ave Project as outlined in Attachment A. Appropriate authorities and agencies shall mean any private, local, municipal, county, state, region or federal authority or agency with which each of the projects may be involved. This term is intended to include those agencies and authorities, which may require information or the filing of plans, specifications, or other documentation or verifications in connection with the project in Attachment A on either a voluntary or non-voluntary basis.

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

(vii). The Consultant shall provide professional engineering and other services to complete Water Line Replacement - Grand Ave Project as outlined in Attachment A; services will include professional engineering and other services to complete design, bidding, construction administration and observation services.

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

6. Responsibilities of City.

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

B. City's Project representative as identified in Paragraph 8 (Q) shall be authorized to act on the behalf of City with respect to each of the projects in Attachment A. City and/or his designee shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

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

D. Nothing in this Contract nor any act or failure to act on the part of City shall be construed as a waiver of a claim by City for any defects or deficiencies in the design, and bidding services of the project required of the Consultant.

7. Special Provisions.

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

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

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

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

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

E. Nondiscrimination. The Consultant shall comply with Presidential Executive

Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (hereinafter referred to as "ADA"), 42 U.S.C. 12101, et seq. The Consultant shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract. The Consultant shall include the provisions of this section in every subcontract awarded in excess of ten thousand dollars (\$10,000) so that such provisions are binding on each subcontractor.

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

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

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

8. General Provisions.

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

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

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

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

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

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

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

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

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

together with Attachment A, which is entitled Scope of Work and Cost Estimate for Professional Services consisting of Twenty One (21) pages, and includes all material as outlined in the Request for Qualifications dated September 9th, 2016 and amendments, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral, unless otherwise terminated or extended as outlined herein.

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

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

L. Indemnification.

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

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

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

M. Independent Contractor. The Consultant shall function as an independent Contractor for the purposes of this Contract, and shall not be considered an employee of the City of

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

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

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

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

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

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

(ii) The Consultant's project representative is Tammy Reed, Project Manager, 1252 Commerce Drive, Laramie, WY, 82070, telephone number: (307) 745-7474, and email: treed@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 AStop Gap@ coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall have also supply proof of workers' compensation and employer's liability insurance on each and every subconsultant before allowing that sub consultant on the job site.

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

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

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

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

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

industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

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

(ix). **Cancellation**. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from the Consultant or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

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

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

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

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

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

X. **Termination of Contract**.

(i). If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if either party shall violate any of the covenants, Contracts or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract if such default or violation is not corrected within fifteen (15) days after submitting written notice to the other party. Documents, data, studies, surveys, drawings, maps, models,

photographs, films, duplicating plates, and reports prepared by the Consultant under their Contract shall then immediately be turned over to the City. In the event of such termination, The Consultant shall be entitled to receive just and equitable compensation, not to exceed the agreed amount for services provided before termination, for any satisfactory work completed on such documents and other materials prior to receipt of Notice of Termination including reimbursable expenses then incurred less any damages sustained by City incident to the Consultant's breach.

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

(iii). In the event of termination, City shall pay to the Consultant, as full payment for all services performed and all expenses incurred under this Contract, which shall have become payable because of the progress in the work. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents, whether delivered to City or in the possession of City and to authorized reimbursable expenses.

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

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

Z. Disputes/Remedies. In seeking to resolve any dispute relating to this Contract, City does not waive its sovereign immunity. Any dispute or claim arising out of or relating to this Contract may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Contract.

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

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

CC. Warranty. The Consultant warrants the following:

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

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

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

those duties.

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

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

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

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

INTENTIONALLY LEFT BLANK

TO BOTTOM OF PAGE

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:

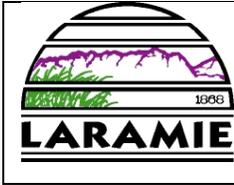
By: _____
David A. Paulekas, Mayor and President of the
City Council

Attest: _____
Angie Johnson
City Clerk

CONSULTANT: Trihydro Corporation

By: _____

Title _____



Agenda Item: Agreement

Title: Bid Concurrence for the UPRR Overpass Project

Recommended Council MOTION:

“I move to provide written concurrence to WYDOT to award the bid for the UPRR Overpass Project as provided in the Cooperative Agreements between WYDOT and the City of Laramie and to amend the Wastewater Fund budget.”

Administrative or Policy Goal:

Continue infrastructure improvement program for water, sewer, and streets.

Background:

In November 2013, City Council approved a Cooperative Agreement with the Wyoming Department of Transportation for the UPRR Overpass construction project. The Agreement addressed enhancements and provided a cost estimate with a scope that included upgraded pedestrian rails, bike paths, street lighting, and landscaping. The City’s contribution toward the project enhancements was estimated to be \$289,966.

In July 2015, the City also entered into a Cooperative Agreement with the Wyoming Department of Transportation for utility work associated with the project. Some utility work is “project related” and is paid for by WYDOT. However, certain other utility improvements not directly impacted by the project must be paid for by the City. This work includes a water main replacement in 3rd Street from Canby to Gibbon, slip lining a sanitary sewer in 3rd Street from Canby to Gibbon, and a sanitary sewer line replacement across Harney Street at the north-south alley between 3rd and 4th. The City’s contribution toward the utility upgrades was estimated to be \$205,495.

On October 13, 2016, WYDOT opened bids for the UPRR Overpass construction project. The bid results were favorable and within WYDOT’s budget. The costs associated with the enhancements were much lower than originally estimated. Based upon the bid results, the City’s total match for the enhancement portion of the project will be \$36,856 which is well below the City’s budget of \$413,213.

However, the utility portion of the project is higher than originally estimated. Based on the low bid, the City’s portion of the utility improvements is \$422,833. The FY2017 budget includes \$300,000 in funding within the Water Fund, but no funding was provided in the Wastewater Fund, therefore it will be necessary to amend the budget to include wastewater funding for this project.

Legal/Statutory Authority:

BUDGET/FISCAL INFORMATION:

The enhancement portion of the project is budgeted within the Major Capital Construction Fund. There is also funding within the Water Fund. Additional funding is needed in the Wastewater Fund.

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$300,000.00	WF; Page 107 of Enterprise Fund Budget
Grants for Projects		
Loans on Project		
Other	\$413,213.00	MCCF; Page 224 of Governmental Fund Budget
Total	\$713,213.00	

EXPENSE

Proposed Project Cost.

Project Cost	\$36,856.00	Enhancements
Project Cost	\$300,000.00	Water Line Improvements
Project Cost	\$122,833.00	Sewer Improvements
Other/Outside Projects		
City's Amount	\$459,689.00	
Contingency	0%	\$0.00
Total Amount	\$459,689.00	

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	\$122,833.00	Wastewater Expenditures
Current Budget		
Additional Amount Requested	\$122,833.00	WWF Reserves
Total Proposed Budget	\$122,833.00	

Responsible Staff:

Earl Smith, P.E., Director of Public Works

EXHIBIT B

Federal Project(s) **NHPP-E-P261033 & ARSCT-0261A01 CB**
Laramie Streets (UPRR Overpass Section)
Albany County

October 13, 2016

Costs were assembled by the State using bid tabulations calculated from the apparent low bid by S & S Builders, LLC, on October 13, 2016

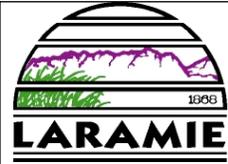
NHPP-E-P261033

Estimated Construction Costs	\$254,906.00
Preliminary Engr. (AFE)	64,938.00
15% Construction Engr. (Urban)	<u>38,236.00</u>
Total Direct Costs	\$358,080.00 [1]
Indirect Cost Allocation Plan (ICAP) (358,080)(0.0823)	29,470.00 [2]
Total Project Costs [1]+[2]	<u>\$387,550.00</u> [3]
<u>Funding Breakdown:</u>	
WYDOT's Maximum Federal Aid	\$350,694.00 [4]
City's Match Portion (387,550)(0.0951)	\$36,856.00 [5]
Total Project Costs [4]+[5]	<u>\$387,550.00</u>

ARSCT-0261A01

Estimated Construction Costs	\$355,164.00
Preliminary Engr. (Paid directly to Consultant)	0.00
10% Construction Engr.	<u>\$35,516.00</u>
 Total Direct Costs	 \$390,680.00 [1]
 Indirect Cost Allocation Plan (ICAP) (390,680)(0.0823)	 \$32,153.00 [2]
 Total Project Costs [1]+[2]	 <u>\$422,833.00</u>

Written concurrence is required by Tuesday, Oct 18, 2016 two days prior to the Commission meeting on awarding the projects. A emailed copy of the concurrence letter will suffice **WITH THE ORIGINAL TO FOLLOW.**



Agenda Item: Licensing

Title: New Restaurant Liquor License, DNP Investments, LLC

Recommended Council MOTION:

That City Council approve the Application for Restaurant Liquor License No. R-60, to DNP Investments, LLC dba Dickey’s Barbecue Pit, 2410 Grand Avenue, Laramie, Wyoming for the licensing term November 1, 2016 thru May 07, 2017, and authorize the mayor and clerk to sign.

Background:

Application for a Restaurant Liquor License of DNP Investments, LLC dba Dickey’s Barbecue Pit was filed in the City Clerk’s Office on October 10, 2016. The premise location for the license is 2410 Grand Avenue, Laramie, WY. The dispensing room location is a 6’ x 8’ enclosed room in the SW corner of the building.

The application documentation presented appears to be complete. All required attachments have been received by the City. Advertisement requirement has occurred. The City Clerk has conducted a site inspection of the establishment. Wyoming Liquor Division has certified the application as complete. [W.S. 12-4-104(d)].

Legal/Statutory Authority:

Requirement of W.S. 12-4-101 (a) and Laramie Municipal Code that “Incorporated cities, towns and counties within Wyoming shall license and regulate or prohibit the retail sale of alcoholic and malt beverages under this title…… or from refusing to issue any license or permit authorized by this title.”

BUDGET/FISCAL INFORMATION:

REVENUE:	\$1,500.00	Annual License Fee
	\$750.00	Pro-rated License Fee
	\$25.00	Processing Fee

Responsible Staff:

Angie Johnson, City Clerk

Public Hearing (PH) Held	11/1/2016
PH Advertised	10/20/2016
	10/27/2016

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

RECEIVED
OCT 10 2016

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

Date Filed With Clerk: 10, 10, 16

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u>1500.00</u>	\$ <u>750.00</u>
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected:	\$ <u>1500.00</u>	\$ <u>750.00</u>
Publishing Fee Collected:	\$ <u>will bill later</u>	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): 10/20/16 + 10/27/16

Hearing Date: 11, 1, 16

LICENSE TERM: 11 / 1 / 16
Month Day Year

Through: 5 / 7 / 17
Month Day Year

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

Formerly Held by: _____

Applicant: DNP Investments LLC

Trade Name (dba): Dickey's Barbecue

Premise Address: 2410 Grand Ave
Laramie WY 82070 Albany
City State Zip County

Mailing Address: 2293 Hugh Glass Trl
Cheyenne WY 82009
City State Zip

Business Telephone Number: (307) 640-4900

Fax Number: _____

E-Mail Address: date.m.ev.bott@gmail.com

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

<p>FILING FOR</p> <p><input checked="" type="checkbox"/> NEW</p> <p><input type="checkbox"/> TRANSFER LOCATION</p> <p><input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> CITY OF <u>Laramie</u></p> <p><input type="checkbox"/> COUNTY OF <u>Albany</u></p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>WHEN DO YOU OPERATE?</p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Sun - Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>11a.m. - 9p.m.</u></p>
--	--	---

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)

SW corner of Building 6' x 8+ feet

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

MFG: | _____

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

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

B-2 Zoning Metes & Bounds Trac Designation at Intersection at East Boundary of Grand Ave; South 1/2 of the Southeast of SEC 34 Laramie, WY.

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the building in which sales room is located? YES (own)

(2) LEASE the building in which sales room is located? YES (lease)

(A) DATE lease expires June 14, 2020 located on page 5 paragraph 3 of lease document.

(B) Provision for SALE of alcoholic or malt beverages located on page 4 paragraph 3 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

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

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
 - (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
 - (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
 - (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
 - (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

LIMITED RETAIL (CLUB) LICENSE:

14. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):
- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
 - (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

六六六六六

六

六六六六六

六六六六六

LIMITED RETAIL (CLUB) LICENSE:

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

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

LIMITED RETAIL (CLUB) LICENSE:

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

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

17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)
Each individual or partner must complete this section.

If the applicant is filing as a Club:
Each officer must complete this section.

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

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

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Nathanial Schott	11/29/95	2295 High Glass Rd Cheyenne, WY 82009	307-640-4900	1	34	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dezarae Schott	05/29/83	same		1	33	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Patrick Schott	6/10/60	same	462-508-7399	1	33	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

SS.

COUNTY OF Laramie

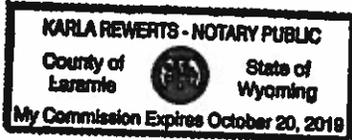
Before Me, Karla Rewerts, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for
Laramie County, State of Wyoming, personally appeared

Nate Schott name he/she being first duly sworn.
(Insert Names)

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

(Seal)



- 1. _____
- 2. _____
- 3. _____
- 4. _____

My Commission expires: October 20, 2019

Witness my hand and official seal:

Karla Rewerts
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: July 22, 2014

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

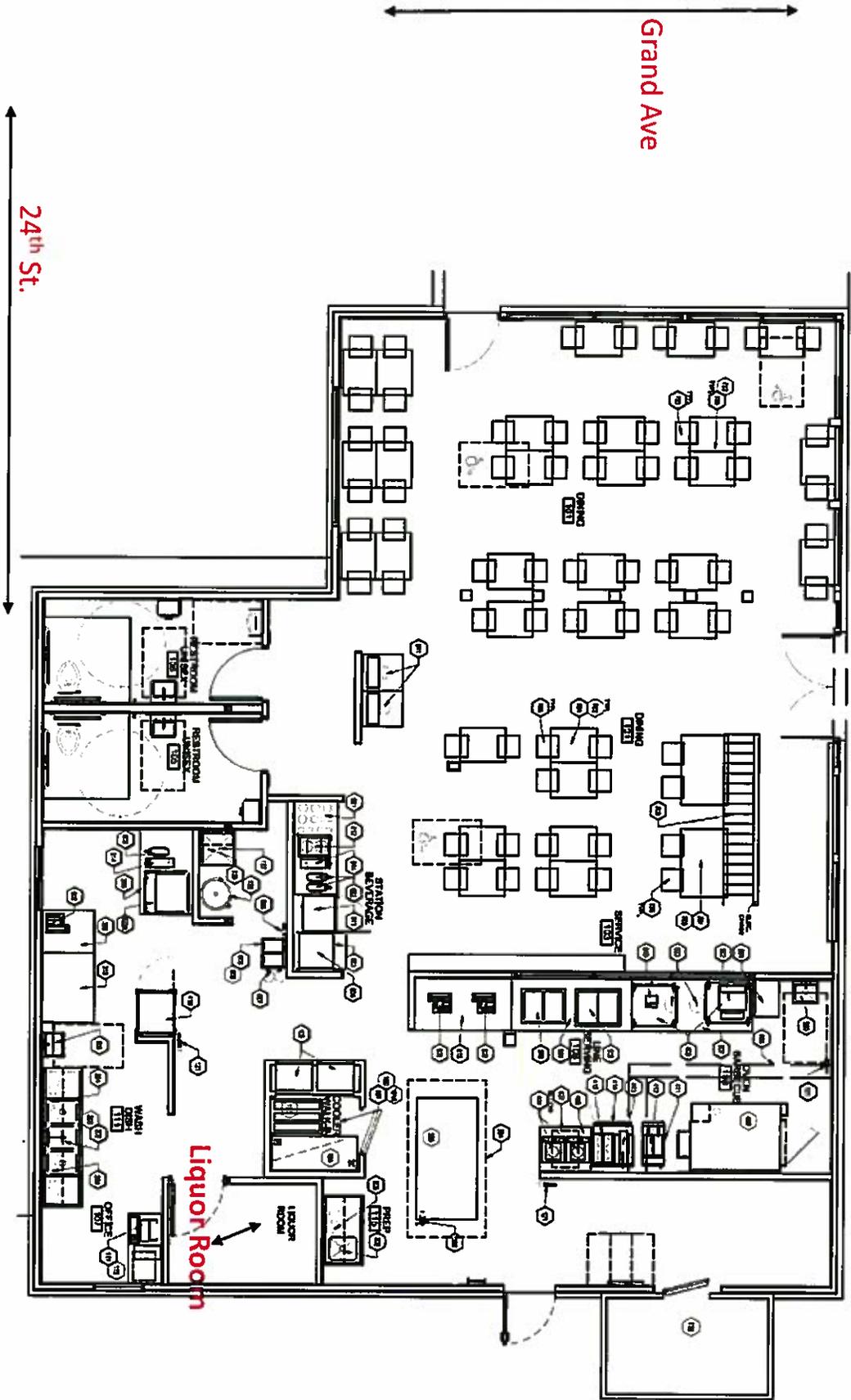
ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

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

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

RECEIVED
MAY 10 1964
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

✓
✓



THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S OFFICE SHALL BE NOTIFIED IMMEDIATELY IN WRITING OF ANY UNAUTHORIZED USE OF THIS DOCUMENT.

DICKEY'S

BARBECUE PIT

DICKEY'S STORE # WY-
 2410 EAST GRAND AVE.
 LARAMIE, WYOMING 82070
 FM GROUP PROJECT NO. 16-153

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: \$100.00 Initial Fee; \$50.00 Annual Renewal Fee.
(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only

LICENSE ACCOUNT NUMBER _____

ACTIVATION DATE _____

CHECK NO/CASH _____

LICENSE APPLICATION INFORMATION (to be completed by applicant)

Type of Application:

New Change of Location Change of Owner

If change of owner or location, previous establishment name/location:

- Establishment Information -

Establishment Name: Dickey's Barbecue Person in Charge on Site: Nate Schott

Physical Address: 2410 Grand Ave

City: Laramie State: WY Zip: 82070

Business Phone Number: 307-460-9227 Person in Charge on Site Phone: Nate Schott

Email: dickeyslaramie@gmail.com Fax: _____

- Owner Information -

Name of Owner: Nate Schott Form of Organization:

Name of Company (if applicable): DNP Investments LLC Individual Association Corporation

Parent Company (if applicable): _____ Partnership Other Entity _____

Address: 2293 Hugh Glass Trl

City: Cheyenne State: WY Zip: 82009

Owner Phone Number: 307-640-4900

INDICATE WHERE TO MAIL ALL CORRESPONDANCE 3 (1=ESTABLISHMENT; 2=OWNER; 3=EMAIL)

Type of Establishment (please check applicable box)

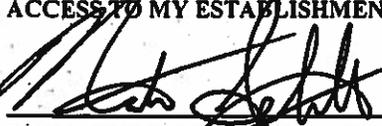
Food Service Grocery Convenience Meat Plant Distributor Warehouse Dietary Supplement Processor Institution

Guest Ranch Dairy Bulk Water Bar Mobile Commissary Dependent Mobile Retail Processor

Retail Pre-Packaged School Hotel Bed and Breakfast Seasonal Facility

Manufactured Food Processor; Type of Food: _____

I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.



7-16-16

SIGNATURE OF APPLICANT

DATE

APPROVING OFFICIAL

COUNTY

Make Checks Payable to:
WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES SECTION
2219 CAREY AVE.
CHEYENNE, WY 82002
(307) 777-7211
 State Relay Service at 7-1-1 or 1 800 877-9965

Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet.

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

LEASE AGREEMENT

By and Between

DANIEL GARCIA, Landlord

and

**DNP INVESTMENTS LLC,
A Wyoming Limited Liability Company, Tenant**

June 15, 2016

TABLE OF CONTENTS

<u>SECTION:</u>	<u>CAPTION:</u>	<u>PAGE:</u>
Section 1	Definitions	3
Section 2	Lease of Property	5
Section 3	Term and Commencement Date	5
Section 4	Operating Leases	5
Section 5	Rent; Market Rent; Net Lease	5
Section 6	Late Payments	6
Section 7	Rent Escalation	6
Section 8	Options to Extend	6
Section 9	Utilities; Use Charges	6
Section 10	Taxes	7
Section 11	Restrictions on Use; Compliance with Laws	8
Section 12	Services	9
Section 13	Improvements, Repairs and Maintenance by Tenant	10
Section 14	Repairs, Maintenance and Capital Improvements by Landlord	11
Section 15	Surrender; Holding Over	11
Section 16	Quiet Enjoyment	11
Section 17	Indemnification and Waiver of Claims	12
Section 18	Insurance	13
Section 19	Effect on Insurance	14
Section 20	Total or Partial Damage to or Destruction of Premises	14
Section 21	Parking	15
Section 22	Alterations	16
Section 23	Mechanic's Liens	16
Section 24	Events of Default	17
Section 25	Remedies	18
Section 26	Landlord's Lien	19
Section 27	Access by Landlord	19

TABLE OF CONTENTS (cont.)

Section 28	Assignment and Subletting	19
Section 29	Condemnation	20
Section 30	Estoppel Certificates	21
Section 31	Subordination, Attornment and Non-Disturbance	22
Section 32	Name of Building; Signs and Advertising	23
Section 33	Accord and Satisfaction	23
Section 34	Brokers	23
Section 35	Recordation	24
Section 36	Additional Representations and Warranties of Landlord	24
Section 37	Additional Representations and Warranties of Tenant	24
Section 38	Notices	25
Section 39	Tenant Improvements	25
Section 40	Attorney's Fees	25
Section 41	Miscellaneous	26

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into on April 29, 2016, by and between DANIEL GARCIA, an individual ("Landlord"), and DNP INVESTMENTS LLC, a Wyoming limited liability company, doing business as Dickey's Barbecue Pit ("Tenant").

Recitals

A. Landlord is the owner of approximately Twenty-eight Thousand Five Hundred Sixty (28,560) square feet of real property located at 2410 Grand Avenue, Laramie, Wyoming (the "Property"), which is improved with a building of approximately One Thousand Nine Hundred Eighty-six (1,986) square feet (the "Building"), an outdoor patio of approximately Eight Hundred Fifteen (815) square feet (the "Patio") and approximately Ninety (90) parking spaces (the "Parking Lot") (collectively the "Premises"), to be used and operated in accordance with the Intended Uses as below defined.

B. The parties desire to enter into this Lease to define their respective rights, duties, liabilities, and obligations relating to the leasing of the Premises.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. Definitions

For purposes of this Lease, in addition to the terms defined elsewhere in this Lease, Landlord and Tenant hereby agree that the following terms shall have the indicated meanings:

Affiliate: when used in reference to any individual or entity, shall mean an individual or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under the control with, the individual or entity in question. For purposes of this definition, "control" shall mean the holding of 40% or more of the equity interest of an entity or the direct or indirect ability to manage the business and affairs of the entity in question.

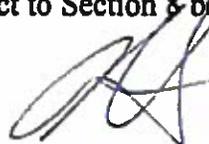
Alterations: any alterations, improvements, additions, repairs, or changes to the Premises or Property to be made by Tenant or anyone acting on Tenant's behalf.

Applicable Law(s): when used in the singular, any applicable federal, state or local law, ordinance, code, regulation, rule or requirement, and when used in the plural, all applicable federal, state or local laws, ordinances, codes, regulations, rules and requirements.

Authorized Assignee: is (i) any entity resulting from a merger, consolidation or transfer involving Tenant, (ii) any entity succeeding in the business and assets of Tenant; or (iii) any subsidiary or affiliate of Tenant.

Commencement Date: the commencement of the Term of this Lease is June 15, 2016.

Extension Term(s) or Extension Period(s): subject to Section 8 below, two (2) successive



five-year periods commencing upon the expiration of the Original Term.

Furnished Property: all furniture, fixtures, equipment and other personal property situated in the Premises leased by Tenant pursuant to the terms of this Lease.

Hazardous Substances: any petroleum, petroleum product or byproduct or any substance, material or waste regulated or listed pursuant to any federal, state, or local law pertaining to the environment, public health and safety and industrial hygiene to be located in, on, under, or about the Premises or Property, as more specifically provided in Section 11(c)(i).

Intended Uses: the use of the Premises shall be as a fast, casual and take out barbecue-themed restaurant under the franchised name Dickey's Barbecue Pit, **service of alcoholic beverages**, and incidental sale of retail merchandise bearing the logo of Dickey's Barbecue Pit, and all uses of the Premises that are attendant or incidental to such uses.

Landlord's Address: Daniel Garcia
1665 N. 23rd Street
Laramie, WY 80270

Lease Year: each successive twelve (12) month period during the Term, commencing with the Commencement Date.

Mortgage: any mortgage, deed of trust, ground lease or security agreement affecting the Property, or any part thereof at any time.

Mortgagee: the beneficiary of any Mortgage.

Notices: all notices, requests, demands, or other communications in writing which may be or are required or permitted to be served or given under this Lease.

Operating Licenses: all licenses, permits and other approvals required by any federal, state or local governmental or regulatory authority to permit Tenant to operate the Premises in accordance with the Intended Uses.

Original Term: subject to Section 3 below, a period of ten (10) years, commencing upon the Commencement Date, but in no event for a period exceeding seventy-five percent (75%) of the economic life of the Premises, consistent with Tenant's desire to treat the Lease as an operating lease.

Taxes: all real estate taxes, assessments, and governmental charges of any kind and nature whatsoever levied or assessed against the Property, **excluding, however,** income, capital levy, gross receipts, development, estate, inheritance, transfer, recordation or other taxes imposed upon the Landlord or the Landlord's income or property.

Tenant's Address: DNP Investments LLC
2293 Hugh Glass Trail
Cheyenne, WY 82009



Term: the Original Term and any and all Extension Terms for which Tenant exercises its option to extend, collectively.

SECTION 2. Lease of Property

Upon completion of Tenant Improvements, Landlord leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord for the Term and upon the terms, covenants, and conditions set forth herein.

SECTION 3. Term and Commencement Date

The Original Term of this Lease shall be ten (10) years, commencing on the Commencement Date and terminating on June 14, 2026.

SECTION 4. Operating Licenses

Tenant shall obtain, at Tenant's sole expense, all of the Operating Licenses necessary to operate the Premises in accordance with the Intended Uses.

SECTION 5. Rent; Market Rent; Net Lease

(a) Subject to the terms of Sections 5(b) and 7 below, Tenant shall pay to Landlord during Lease Years 1-5 of the Original Term, the sum of Four Thousand Two Hundred Forty-three and 67/100 Dollars (\$4,243.67) per month as rent under this Lease ("Rent"). Tenant's obligation to pay Rent shall commence Thirty (30) days after possession of the Premises is delivered to Tenant. The Rent shall be paid in advance on the fifteenth (15th) day of each month, and, except as provided in this Lease, without deduction, set-off, recoupment, counterclaim, or demand, at Landlord's Address or at such other place as Landlord shall designate in writing.

(b) For Lease Years 6-10 of the Original Term and the Extension Term(s), the Rent due and payable under this Lease shall be based on the Prevailing Fair Market Rent for the Premises as determined under this Section 5(b). "Prevailing Fair Market Rent" means the rental amount that a willing tenant would pay to a willing landlord when neither is acting under compulsion and when both have reasonable knowledge of the relevant facts at the time of determination. Each of the parties shall use his/its best efforts to mutually agree upon the Prevailing Fair Market Rent. If the parties are unable to so agree in writing within the 9th month of the Fifth Lease Year of the Original Term, then each party shall appoint an appraiser within Fifteen (15) days. The two appraisers shall within Thirty (30) days of such appointment determine the Prevailing Fair Market Rent for the Premises in writing and submit their report to both parties. If the appraisers are unable to agree on a Prevailing Fair Market Rent, then the arithmetic mean of the two appraisers' valuations shall be the Prevailing Fair Market Rent. Each party shall pay for the services of the appraiser selected by it and one-half of all other costs relating to the determination of the Prevailing Fair Market Rent. The Prevailing Fair Market Rent for the Premises shall be used as the base year Rent for the Sixth Lease Year of the Original Term and the Extension Term(s). After the Sixth Lease Year, the Rent for the remainder of the Term shall be subject to annual CPI adjustment as provided in Section 7 below.



(c) It is the intention of the parties that, except as specifically provided herein, the Rent shall be an absolute net return to Landlord throughout the Term of this Lease, free of any expenses, charges, or other deduction of any nature whatsoever with respect to the Premises, and this Lease shall be interpreted to impose upon the Tenant all such expenses and charges.

SECTION 6. Late Payments

(a) If any installment of Rent or any other sum due under this Lease is past due for more than five (5) business days and Landlord has given to Tenant five (5) days' written notice of such nonpayment, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the unpaid amount. The late charge imposed under this Section is not a penalty and has been agreed to by Landlord and Tenant as necessary to compensate Landlord for its additional costs associated with a late payment.

SECTION 7. Rent Escalation

The Rent provided for in Section 5 shall be subject to an annual cost-of-living adjustment as provided in this Section 7. Starting on the first day of the Sixth Lease Year and continuing on the anniversary thereof each and every year thereafter, including during each and every Extended Term ("Adjustment Date"), the Rent shall increase in the same percentage proportion that the Consumer Price Index ("CPI") for All Urban Consumers (Base Year 1982-1984=100), West Region, published by the U.S. Department of Labor, Bureau of Labor, increased over the CPI of the previous year, provided, however, that for purposes of this Lease, any such increase shall be no less than two percent (2%) and no more than four percent (4%) of the Rent. The starting month to be used in calculating the previous 12-month period of the CPI shall be the month that is two months immediately preceding the month in which the CPI commences (e.g. for a CPI adjustment commencing in June, the April CPI shall be used).

SECTION 8. Options to Extend

Provided no Event of Default has occurred and is then continuing, Tenant shall have the option to extend the Original Term of this Lease for two (2) successive Extension Terms of five (5) years each. As to each Extension Term, such extension shall occur automatically unless Tenant gives a written Notice of Termination no later than ninety (90) days prior to the commencement of such Extension Term. All provisions of this Lease shall apply during any Extension Term, except that Rent shall be based on the Prevailing Fair Market Rent as described above in Section 5(b), and the Rent shall be subject to the annual Rent escalation as provided above in Section 7.

SECTION 9. Utilities; Use Charges

(a) From and after the Commencement Date, Tenant shall make arrangements with each utility company and public body to provide, in Tenant's name, gas, electricity, water, sewer, telephone and cable necessary for Tenant's use of the Premises, and Tenant shall cause all such utilities to be billed directly to Tenant, to the extent possible. Tenant shall pay directly to the companies furnishing utility services the cost of all required security deposits and the cost of all utilities consumed throughout the Term. If any utility charges are billed to Landlord and not



Tenant, Landlord shall either promptly forward such bill to Tenant or pay such utility charge and Tenant shall reimburse Landlord's amount thereof no later than ten (10) calendar days after Landlord's demand therefor. If Tenant fails to pay in a timely manner any sum required under this Section 10, then Landlord shall have the right, but not the obligation, to pay any such sum. Any sum so paid by the Landlord shall be deemed to be owing by Tenant to Landlord and due and payable as additional rent under this Lease within five (5) calendar days after demand and, if not repaid in such time, shall accrue interest at six percent (6%) per annum on the unpaid portion from the date of the demand by Landlord until repaid in full. Tenant's obligations for the payment of the costs incurred for utilities which serve the Premises prior to the termination of this Lease shall survive such termination.

(b) Tenant shall also pay, when billed, all licenses, fees, and charges arising out of its use of the Premises. Proration of such payments shall be made when necessary for the first and last year of the Term.

SECTION 10. Taxes

(a) Tenant shall pay all Taxes assessed against the Property and the Premises beginning as of the Commencement Date. Landlord shall immediately forward to Tenant all tax bills, and Tenant shall pay them within the specified time period as marked on the tax bills. Provided Landlord has delivered the tax bill to Tenant in a timely fashion, in the event Tenant fails to timely pay any tax bill, Tenant shall be liable for and pay any late payment penalties and interest charged by the Laramie County Assessor's Office.

(b) Tenant shall be liable for all taxes levied against personal property, trade fixtures, and tenant improvements in the Premises. If any such taxes based on the personal property, trade fixtures, or tenant improvements in the Premises are levied against Landlord or Landlord's property, and if Landlord elects to pay the same or if the assessed value of the Property is increased by inclusion of personal property and trade fixtures placed in the Premises and Landlord elects to pay Taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such Taxes for which Tenant is liable hereunder.

(c) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, subject to Tenant's right to appeal, contest or otherwise protest the amount of Taxes payable against the Property and/or the Premises, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes, after giving Tenant five (5) days written notice. Any sum so paid by Landlord shall be deemed to be owing by Tenant to Landlord and due and payable as additional rent under this Lease within five (5) calendar days after demand and, if not repaid in such time, shall accrue interest at six percent (6%) per annum on the unpaid portion from the date of the demand by Landlord until repaid in full.

(d) If at any time during the Term of this Lease, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies, or charges levied, assessed, or imposed on real estate and the improvements thereon, there shall be levied, assessed, or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or franchise tax assessment, levy, or charge measured by or based, in whole or in part, upon such rents or the Building, then such taxes, assessments, levies, or charges that are



lieu of the present method of taxation shall be deemed to be included within the term "Taxes" for the purposes hereof and payable by Tenant.

(e) Any payment to be made pursuant to this Section 10 with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full year as that part of such tax year covered by the Term of this Lease bears to such full tax year.

(f) Tenant shall have the right at any time during the Term, without the necessity for further Landlord consent or approval, to appeal, contest or otherwise protest the amount of Taxes payable against the Property and/or the Premises; provided, however, that Tenant shall keep Landlord reasonably apprised of the progress of any such proceedings, shall bear the full cost of commencing and continuing any such proceedings, and shall hold Landlord harmless from any penalties, interest or other charges that might be payable as a result of any such proceedings brought by Tenant or by any party acting on Tenant's behalf. If necessary, Landlord shall execute, acknowledge and deliver any and all documents or instruments necessary or appropriate in connection with any such proceedings commenced or continued by Tenant or any party acting on Tenant's behalf. Notwithstanding any appeal, contest, or other protest of any amount of Taxes, Tenant shall continue to pay all installments of Taxes as and when due pursuant to the then-current tax bill and shall not withhold all or any portion of amounts so billed.

SECTION 11. Restrictions on Use; Compliance With Laws

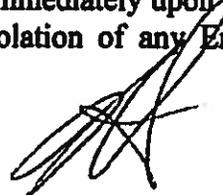
(a) Tenant shall not use or permit the Premises, or any part thereof, to be used for any purposes other than for the Intended Uses and for other uses related to Tenant's business. No use of the Premises shall be made or permitted that shall result in: (i) waste of the Premises or any part thereof; or (ii) a public or private nuisance.

(b) Tenant shall comply at its sole expense with all restrictive covenants and Applicable Laws affecting the Premises either now or in the future.

(c) Tenant shall comply with the following:

(i) Tenant shall not allow any hazardous substances [any petroleum, petroleum product or byproduct or any substance, material or waste ("Hazardous Substances") regulated or listed pursuant to any federal, state, or local law pertaining to the environment, public health and safety and industrial hygiene ("Environmental Law")] to be located in, on, under, or about the Premises or incorporated in the Premises; provided, however, that Hazardous Substances may be brought, kept, used or disposed of in, on, or about the Premises in quantities and for purposes similar to those brought, kept, used or disposed of in, on or about similar buildings used for purposes similar to the Intended Uses and which are brought, kept, used and disposed of in strict compliance with Environmental Laws. Tenant shall not allow the Premises to be used as a waste disposal site or, except as permitted in the immediately preceding sentence, for the manufacturing, handling, storage, distribution or disposal of any Hazardous Substance.

(ii) Tenant shall provide to Landlord immediately upon Tenant's receipt thereof, a copy of any notice: 1) that the Premises are in violation of any Environmental Law, 2) of



enforcement, cleanup, removal, or other governmental or regulatory action instituted with respect to the Premises, 3) of any claim made or threatened by any person against Tenant or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from Hazardous Substances on or about the Premises, and 4) of notices, warnings, violations, complaints, or reports made to any federal, state, or local environmental agency in connection with any Hazardous Substances in, on, under, or removed from the Premises.

(iii) Tenant shall indemnify, hold harmless, and defend Landlord from and against any cost, loss, liability, damages, assessments, penalties, claims, and expenses, including attorneys fees, incurred in connection with any incident occurring during the Term of the Lease pertaining to the production, use, generation, storage, treatment, transporting, disposal, discharge, release, or other handling or disposition of any Hazardous Substances from, in, on, or about the Premises, the presence of any Hazardous Substances in, on, under, or about the Premises, and the violation of any Environmental Laws by Tenant. Such indemnity arising from this Section 11(c)(iii) shall survive the expiration of the Lease.

(iv) Landlord shall have the right, from time to time, upon not less than five (5) days' written notice, to conduct an inspection of the Premises to determine the existence or presence of Hazardous Substances on or about the Premises, including conducting any testing, sampling, and analyses it deems reasonably necessary, and the right to inspect materials brought onto the Premises.

SECTION 12. Services

Tenant, at Tenant's sole expense, shall be solely responsible for obtaining and supplying to the Premises all required services and copying Landlord with records thereof, including but not limited to the following:

- (i) janitorial service and supplies, including cleaning the Premises and restrooms and public areas within the Premises;
- (ii) trash removal;
- (iii) hot and cold running water, including the water softener and filters, and salt maintenance requirement;
- (iv) interior and exterior window cleaning, and repair and replacement of any glass (including windows) serving all or a part of the Premises;
- (v) maintenance of landscaping on and adjacent to the Property;
- (vi) extermination of pests;
- (vii) all equipment, supplies and inventories needed for the proper maintenance of the Premises and the proper operation thereof;
- (viii) light bulbs and ballasts;



(ix) heat, air-conditioning, and the swamp cooler, to the extent required to maintain reasonable levels of humidity and a reasonable minimum temperature in order to properly maintain and protect the Premises and its components;

(x) security to the Premises; and

(xi) maintenance, repair and replacement, of the Furnished Property.

SECTION 13. Improvements, Repairs and Maintenance by Tenant

(a) Except as provided in Section 14, Tenant shall at all times, at its own expense and in compliance with then-current building codes and regulations, keep and maintain the Premises in good order and repair, and in a neat, safe, clean, and orderly condition as a first-class restaurant; including, but not limited to, reasonable periodic painting and making all non-structural, ordinary, and foreseen repairs, and capital and non-capital replacements to the Premises, including, repairs and replacements to the window glass and to the plumbing, mechanical, electrical, and heating, ventilating and air-conditioning systems within the Premises.

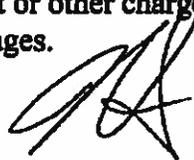
(b) Tenant will repair promptly, at its own expense and in compliance with then-current building codes and regulations, any damage (whether structural or non-structural) to the Premises caused by any Alterations performed by Tenant or by Tenant's bringing into the Premises any property for Tenant's use, or by the installation or removal of property, regardless of fault or by whom such damage shall be caused, unless solely by the negligence of Landlord or its contractors, subcontractors, agents or employees.

(c) Tenant will keep all sidewalks, driveways, and parking areas included in the Premises reasonably free of ice, snow, and debris. Tenant will also reasonably maintain the Parking Spaces and any driveways that are located within the confines of the Property.

(d) Neither Tenant nor Landlord shall have the right to direct or instruct any of the other's contractors, subcontractors, agents, or employees in the performance of any work or otherwise, except with the prior written agreement of the other.

(e) If Tenant fails in the performance, to Landlord's reasonable satisfaction, of any of its repair or maintenance obligations under this Lease (including but not limited to landscaping and exterior painting), and such failure continues for a period of thirty (30) days after written notice from Landlord (except that in an emergency no notice shall be required), Landlord, in addition to Landlord's other remedies under this Lease, at law or in equity, may (but shall not be obligated to do so) cure such failure on behalf of Tenant, and Tenant shall reimburse Landlord, as additional rent, upon demand, for actual sums paid or actual costs incurred in curing such failure.

(f) Neither the interruption or suspension of utilities serving or required to serve the Premises, nor the interruption or lack of availability of any services to or access to the Premises, shall be deemed an eviction or disturbance to Tenant's use and enjoyment of the Premises or any part thereof, nor give rise to any claim for diminution of Rent or other charges payable hereunder by Tenant, nor render Landlord liable to Tenant for any damages.



(g) In the event Landlord makes any repairs, improvements or replacements to such portions of the Premises by reason, in whole or in part, of the act or failure to act by Tenant or Tenant's contractors or subcontractors or its or their agents or employees as provided in Section 13 above, or by reason of any unusual use of the Premises by Tenant (whether or not such use is a permitted use hereunder), Tenant shall reimburse Landlord for all actual costs and expenses as additional rent, upon demand by Landlord.

SECTION 14. Repairs, Maintenance and Capital Improvements by Landlord

(a) Landlord shall maintain in good condition and repair the roof, foundations, exterior walls and structural parts of the Building at Landlord's sole cost and expense. Landlord's maintenance and repair of the exterior walls in accordance with this paragraph shall not include any alterations to the exterior walls effectuated by Tenant.

(b) Landlord shall have no liability to Tenant by reason of any injury, inconvenience, annoyance or interruption to business arising from the making of any repairs in or to any portion of the Premises. Provided, however, that if the repairs required to be made are to such an extent as to render the Premises partially or wholly unusable by Tenant for the Intended Uses during the period of repair, and provided such damage is caused by the sole gross negligence or sole willful misconduct of Landlord, its agents, concessionaires, employees, contractors, licensees or invitees, the Rent shall abate proportionately (based on the square footage of the unusable portion) on the portion of the Premises rendered unusable until such part shall be fit for occupancy, and after which time the full amount of Rent shall once again be payable.

SECTION 15. Surrender; Holding Over

(a) Upon the expiration of the Term or earlier termination of this Lease, Tenant shall peaceably surrender the Premises, broom-clean and in condition substantially and reasonably similar to that existing on the Commencement Date, ordinary wear and tear and damage by fire or other casualty excepted. At such time, Tenant shall be entitled to remove any or all of its furniture, fixtures, equipment and other personal property; provided, however, that Tenant shall repair, at Tenant's sole expense, any damage to the Premises resulting from such removal. Tenant shall not be allowed to remove any of the Furnished Property. All leasehold improvements that would constitute a "fixture" under Applicable Law and any furniture, fixtures, equipment and other personal property of Tenant not removed by Tenant within thirty (30) calendar days of the expiration or earlier termination of the Lease shall be deemed to have become and to thereafter be Landlord's property.

(b) If Tenant shall fail to vacate the Premises upon the expiration of the Term or earlier termination of this Lease, Tenant shall be deemed to be a month-to-month tenant, subject to all of the terms and conditions contained herein, to the extent then applicable, except that Tenant shall pay Rent at an amount equal to 110% of the Rent in effect during the last calendar month of the Term.

SECTION 16. Quiet Enjoyment

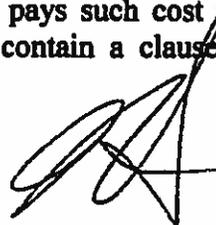
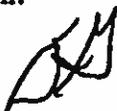
Landlord covenants and agrees that Tenant shall be granted peaceful and quiet enjoyment of the Premises free from any eviction or interference by Landlord so long as no Event of Default exists and is continuing.

SECTION 17. Indemnification and Waiver of Claims

(a) Tenant shall defend and indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, and expenses (including, but not limited to, attorneys' fees) in connection with the loss of life, bodily injury, or damage to property or business arising from, directly related to, or in connection with, the occupancy, use, material waste, or abandonment of the Premises by Tenant or any assignee, subtenant, concessionaire, or licensee of Tenant, or any third party, unless caused by the sole willful misconduct or sole gross negligence of Landlord or any assignee, licensee, contractor, subcontractor, agent, servant, or employee of Landlord during the Lease Term.

(b) Neither Landlord nor its contractors or subcontractors nor its or their agents, servants, or employees shall be liable for, and Tenant, in consideration of Landlord's execution and delivery of this Lease, hereby releases all claims against Landlord and its contractors and subcontractors and its or their agents, servants, and employees for loss of life, bodily injury, or damage to property or business sustained by Tenant or any person claiming through Tenant or on the Premises resulting from any fire, accident, occurrence, or any other condition in or upon the Premises or any part thereof including, but not limited to, such claims for loss of life, bodily injury, or damage resulting from: (i) any defect in or failure of plumbing or plumbing fixtures, heating equipment, electrical wiring or installation thereof, water pipes, stairs, elevators, railings, or walks; (ii) any equipment or appurtenances being out of repair; (iii) the bursting, leaking, or running of any tank, washstand, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Premise; (iv) the backing up of any sewer pipe; (v) the escape of steam or hot water; (vi) water, snow, or ice being upon or coming through the roof or any other place upon or near the Premises or the Property or otherwise; (vii) the falling of any fixture, plaster, brick, mortar, or stucco; and (viii) broken glass. The foregoing waiver and release is intended by Landlord and Tenant to be absolute, unconditional, and without exception and to supersede any specific repair obligation imposed upon Landlord hereunder; provided, however, that such waiver and release shall not apply to the gross negligence or willful misconduct of Landlord.

(c) Notwithstanding anything to the contrary herein contained, Landlord and Tenant do mutually each release and discharge the other of and from all suits, claims and demands whatsoever, for loss or damage to the property of the other arising from fire or from perils insured against and actually paid to the waiving party under casualty insurance policies, caused by or occurring through or as a result of any acts or omissions, whether negligent or otherwise, of the parties or their contractors or subcontractors or their agents or employees. Each party further agrees that each will cause its policies of insurance for fire and extended coverage to be so written as to include a waiver of subrogation, if such a waiver is obtainable without additional cost (or if there is an additional cost, if the other party pays such cost within ten (10) days following written notice), but causing such policies to contain a clause in substantially the following form:



(d) It is hereby stipulated that this insurance shall not be invalidated should the insured or any of them waive in writing prior to a loss any or all right of recovery against any person or entity for loss occurring to the property described herein.

SECTION 18. Insurance

(a) Tenant will keep in force with companies licensed to do business in the state where the Property is located and which have a policyholder's rating of A or better and a financial size rating of VIII or larger from Best's Key Rating Guide, Property Casualty Reports (or comparable insurance rating service) at Tenant's sole expense, at all times during the Term of this Lease and during such other times as Tenant occupies the Premises or any part thereof:

(i) "All-risk" fire and casualty damage insurance covering: (A) the Premises, including the Building and all leasehold improvements to the Premises in an amount equal to full replacement value thereof; and (B) all of Tenant's furniture, furnishings, and such equipment as is not affixed to the Premises, in each case, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the applicable policies.

(ii) Public liability insurance with respect to the Premises and the operation of the restaurant and any customers, subtenants, concessionaires, or licensees of Tenant located or operating in the Premises, with minimum limits of Two Million Dollars (\$2,000,000) on account of bodily injury to or death of one or more persons, and/or property damage, or in such greater amount as may be required under any applicable mortgage. Such liability insurance shall also extend to any liability of Tenant arising out of the indemnities provided in Section 17 above and shall be subject to the waiver of subrogation. If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of applicable workers' compensation or similar statutes, Tenant shall also keep enforced, at its own expense, workers' compensation or similar insurance affording statutory coverage and compensation. In addition, Tenant shall obtain and keep in force during the Term of this Lease business interruption insurance. If at any time prior the expiration of the Original Term and/or any Extension Term, it is the opinion of Landlord's Mortgagee or insurance consultant that the amount of public liability and property damage insurance coverage at that time is not adequate, then Tenant shall increase the insurance coverage as reasonably required by either Landlord's Mortgagee or insurance consultant.

(iii) Such other types of insurance and such additional amounts of insurance as reasonably required by Landlord's Mortgagee.

(b) On or before the Commencement Date, Tenant will deposit with Landlord policies of insurance required by the provisions of this Section 18 or certificates evidencing such insurance, together with satisfactory evidence of the payment of the required premium or premiums therefor. Failure to deposit such policies or certificates shall not relieve Tenant of its obligations to obtain and keep in force insurance coverage required by this Lease. The insurance required hereby may be maintained by means of a policy or policies of blanket insurance so long as the provisions of this Lease are fully satisfied and the required amounts are specifically allocated to the Premises.



(c) All policies of insurance required by Tenant by this Section 18 shall provide that the policy shall not be subject to cancellation, termination, or change except after thirty (30) days' prior written notice to Landlord. All such policies of insurance shall name Tenant as an insured and Landlord as an additional insured as their respective interests may appear, and shall specify Landlord and Tenant as "loss payees."

(d) If Tenant shall not comply with the covenants of this Section 18, then Landlord, in addition to Landlord's other remedies hereunder, may (but shall not be obligated to) cause insurance as aforesaid to be issued. In such event, Tenant agrees to pay the premiums for such insurance as additional Rent within five (5) calendar days of Landlord's demand and, if not repaid within such period, shall accrue interest at six percent (6%) per annum from the expiration of such five-day period until paid in full.

SECTION 19. Effect on Insurance

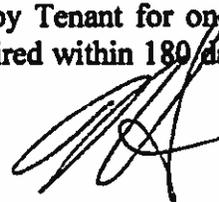
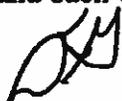
Tenant will not do, omit to do, or suffer to be done, or keep or suffer to be kept, anything in, upon, or about the Premises which will violate the provisions of Landlord's or Tenant's casualty and liability insurance policies with respect to the Premises.

SECTION 20. Total or Partial Damage to or Destruction of Premises

(a) Subject to the terms of Subsection 20(f) below, if the Premises or any portion thereof are damaged by any casualty fully or partially insured against under any policy of insurance obtained by Tenant pursuant to Section 18 above ("Insured Casualty"), but not to such an extent as to render it unusable by Tenant for the Intended Uses as reasonably determined by Tenant, then Landlord shall repair, replace and restore, or allow Tenant to repair, replace and restore using the proceeds from any such insurance policy described in Section 18 above, the portion of the Premises so damaged as promptly as possible, and there shall be no abatement of Rent or other amounts payable hereunder.

(b) Subject to the exercise by Landlord or Tenant of the termination of rights granted in Subsection 20(c) below and the terms of Subsection 20(f) below, if the Premises or any portion thereof are damaged by any Insured Casualty to such an extent as to render the Premises partially or wholly unusable by Tenant for the Intended Uses as reasonably determined by Tenant, Landlord shall repair, replace and restore, or allow Tenant to repair, replace and restore using the proceeds from any insurance policy described in Section 18 above, such portion of the Premises so damaged as promptly as possible. In such event, provided such damage is not caused by the negligence or willful misconduct of Tenant, its agents, concessionaires, officers, employees, contractors, licensees or invitees, the Rent shall abate proportionately (based on the square footage of the unusable portion) on the portion of the Premises rendered unusable until such part shall be fit for occupancy, and after which time the full amount of Rent shall once again be payable.

(c) If at any time after the Ninth (9th) year of the Original Term of the Lease fifty percent (50%) or more of the floor area of the Premises is damaged by an Insured Casualty to such an extent as to render the damaged portion unusable by Tenant for one or more of the Intended Uses, and such damage is not capable of being repaired within 180 days from the date



of the occurrence, then either Landlord or Tenant shall have the right to terminate this Lease upon 60 days Notice to the other party. In addition, if during such time frames damage costing in excess of \$300,000 to repair, restore or replace shall occur as a result of an Uninsured Casualty, then either Landlord or Tenant shall have the right to terminate this Lease upon 60 days Notice to the other party. If any such Notice is given, the rights and obligations of the parties shall cease, and the Rent shall be adjusted as of the date of occurrence of such casualty.

(d) Provided such damage is not caused by the sole willful misconduct or sole gross negligence of Landlord, its employees or agents, Landlord shall not be liable for interruption of Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in or upon the Premises, all of which damage, replacement or repair shall be undertaken and completed promptly by Tenant.

(e) Tenant covenants it will give Notice to Landlord of any accident or damage, whether such accident or damage is caused by an Insured Casualty or otherwise, occurring in, on, or about the Premises within three (3) business days after Tenant has learned of the occurrence of such accident or damage.

(f) Notwithstanding the terms of Subsections 20(a) and 20(b) above, the Landlord's obligation to repair, replace or restore any damage resulting from an Insured Casualty shall be limited to making only repairs, replacements, and restoration that can be paid for with the proceeds available under any insurance policy described in Section 18 above (without regard to the application of any portion of such proceeds to repay in whole or in part any of the existing liens or encumbrances); provided, however, that if the Premises are damaged by an Insured Casualty and cannot be fully repaired, replaced, or restored with available insurance proceeds and if the Landlord does not give Tenant Notice within 30 days of the Insured Casualty, of the Landlord's intention to undertake the full repair, replacement, and restoration of the Premises and to pay the excess cost thereof not covered by available insurance proceeds (which repairs, replacements and restoration shall thereafter be diligently prosecuted to completion by Landlord), then Tenant may elect to terminate this Lease by giving Notice to Landlord and, upon the delivery of such Notice, the rights and obligations of the parties hereunder shall cease, and the Rent shall be adjusted as of the date of the occurrence of such Insured Casualty.

(g) Landlord shall not be obligated to repair, replace or restore any damaged portions of the Premises resulting from any casualty that is not an Insured Casualty ("an Uninsured Casualty"); provided, however, that if the Premises are so damaged by an Uninsured Casualty as to render the Premises unusable by Tenant for the Intended Uses, and Landlord does not give Tenant Notice within 30 days of the date of such Uninsured Casualty of Landlord's intention to undertake, at Landlord's sole expense, the full repair, replacement, and restoration of the Premises (which repairs, replacements, and restoration shall thereafter be diligently prosecuted to completion by Landlord), then Tenant may elect to terminate this Lease by giving Notice to Landlord and, upon delivery of such Notice, the rights and obligations of the parties hereunder shall cease, and the Rent shall be adjusted as of the date of the occurrence of such Uninsured Casualty.



SECTION 21. Parking

During the entire Term, the parking spaces located within the confines of the Property ("Parking Spaces") shall be for the use of Tenant and Tenant's customers, agents, contractors, and employees. The Parking Spaces shall be smooth-paved, in a well-lit area, and properly striped. Tenant may park its catering vehicle in the parking lot.

SECTION 22. Alterations

(a) Tenant shall be entitled, during the entire Term, to make any and all necessary, appropriate or desirable Alterations to the Premises without being obligated to obtain Landlord's consent, so long as such Alterations comply with all Applicable Laws and will not result in any structural changes to the Premises. Any Alterations resulting in structural changes to the Premises shall require Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, any Alterations to be made during the last five (5) years of the Original Term or during any Extension Term that cost in excess of \$50,000 shall require Landlord's prior written consent.

(b) For Alterations requiring Landlord's consent, Tenant shall present to Landlord, along with its request, reasonably detailed plans and specifications for such proposed Alterations, proof of insurance (including workers' compensation), and name Landlord as an additional insured. If Landlord fails to indicate its disapproval in writing to Tenant as to all or any portion of a proposed Alterations by Tenant within thirty (30) days of its receipt of Tenant's request and the plans and specifications, Tenant's request for consent shall be deemed granted and the plans and specifications shall be deemed approved. The approval or disapproval by Landlord of any requests for Alterations by Tenant and the accompanying plans and specifications shall not constitute any assumption of any responsibility by Landlord for the accuracy or sufficiency of such plans and specifications, and Tenant shall be solely responsible for such items.

(c) All Alterations shall be done either by or under the direction of Tenant at Tenant's sole expense. Unless Tenant notifies Landlord of Tenant's intent to remove any of the Alterations upon expiration or earlier termination of this Lease, all Alterations made by Tenant shall, unless Landlord gives Notice to Tenant to remove the same, remain upon the Premises at the expiration or earlier termination of this Lease. If Landlord delivers Notice to Tenant to remove any or all of Tenant's Alterations, Tenant shall remove all specified Alterations at Tenant's expense and Tenant shall promptly restore the Premises to the same good order and condition as they were at the Commencement Date of this Lease, subject to the limitations contained in Section 17(a) above. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from Tenant, as additional rent, upon demand.

SECTION 23. Mechanics' Liens

Tenant shall not do or suffer to be done any act, matter or thing whereby Landlord's or Tenant's interest in the Premises, or any part thereof may be encumbered by any mechanics' or materialmen's lien. Tenant shall discharge or stay the enforcement by bond or otherwise, within thirty (30) days after the date of filing, any mechanics' or materialmen's lien filed against Landlord's interest in the Premises, or any part thereof purporting to be for labor or materials

furnished or to be furnished to Tenant. Landlord may, at its option, discharge any such mechanics' or materialmen's lien not discharged by Tenant within such 30-day period, and Tenant, upon demand, shall reimburse Landlord for any such expense (including but not limited to attorney's fees) incurred by Landlord. Any monies expended by Landlord shall be deemed additional rent. Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and no mechanics' or materialmen's lien shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Property.

SECTION 24. Events of Default

The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(a) The failure of Tenant to pay any installment of Rent, any additional rent (notwithstanding that Landlord has elected to make such payment to a third party and Tenant is to repay Landlord with interest), or any other sum of money required to be paid by Tenant to Landlord when due pursuant to the terms and conditions of this Lease, where such failure shall continue for a period of ten (10) days after receipt of written notice by Tenant from Landlord;

(b) The failure by Tenant to perform or observe any covenant of this Lease (other than a default involving the payment of money), where such failure is not cured within thirty (30) days after the Tenant's receipt of written notice thereof from Landlord, unless such failure is of such nature that it cannot be cured within such thirty (30) day period, in which event, no Event of Default shall occur so long as Tenant shall commence the curing of the failure within such thirty (30) day period and shall thereafter diligently prosecute the curing of same;

(c) It is expressly understood and agreed that if any proceedings are commenced under the provisions of the Bankruptcy Code whereby Tenant seeks to be, or would be, discharged of its debts, or the payment of Tenant's debts are sought to be delayed, this Lease shall not become an asset in such proceedings; however, the commencement of such proceedings shall not affect this Lease or permit its termination so long as all covenants on the part of Tenant to be performed shall be performed by Tenant or a party claiming under Tenant;

(d) The vacating or abandonment of the Premises by Tenant;

(e) Any general assignment or arrangement for the benefit of Tenant's creditors;

(f) The filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days;

(g) The appointment of a trustee or receiver to take possession of Tenant's interest in this Lease or substantially all of Tenant's assets located at the Premises, where possession is not restored to Tenant within 30 days; or

(h) The attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease where such seizure is not discharged within 30 days.



SECTION 25. Remedies

Upon the occurrence and during the continuance of an Event of Default, Landlord, at its option, may elect one or more of the following rights and remedies, in addition to such other rights and remedies as may be available at law or in equity:

(a) Landlord may perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and to which Landlord shall have given Tenant Notice as may be required under the terms of this Lease, the cost of which performance by Landlord shall be payable by Tenant to Landlord, together with interest thereon at six percent (6%) per annum.

(b) If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for ten (10) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said Premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

(c) Landlord may maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenant's right to possession irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate the Lease, Landlord shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary without being deemed to have elected to terminate the Lease, including the removal of all such persons and personal property from the Premises. Such personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Tenant taking possession of the Premises. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the Term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

(d) The foregoing rights and remedies shall be in addition to and cumulative with any other rights and remedies available to Landlord under this Lease or any applicable laws, statutes or regulations.

(e) If Landlord should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default is of a nature to require more than thirty (30) days to remedy and continues beyond the time reasonably necessary to cure (provided Landlord must have undertaken procedures to cure the default within such thirty (30)

day period and diligently pursue such efforts to cure to completion, which completion shall occur not later than one hundred twenty (120) days from the date of such notice from Tenant), then Tenant may, in addition to availing itself of any other remedies available at law and in equity, incur any expense necessary to perform the obligation of Landlord specified in such Notice and deduct such expenses from the Rent or other charges next becoming due.

SECTION 26. Landlord's Lien

(a) To secure the payment of all Rent due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby grants to Landlord an express first-priority contract lien and security interest on all property (including fixtures, equipment, furniture, chattels and merchandise) which may be placed in the Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. This lien and security interest are given in addition to the Landlord's statutory lien and shall be cumulative thereto or alternative thereto as elected by Landlord at any time.

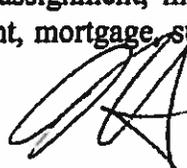
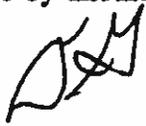
(b) Upon Tenant's request, Landlord shall subordinate Landlord's express contract lien, together with any statutory or common-law Landlord's lien then applicable to the lien or security interest of any bona-fide seller or lessor of furniture, fixtures, inventory or equipment to Tenant or to any financial institution providing working capital to Tenant. In connection therewith, Landlord agrees to execute, acknowledge and deliver all such instruments and documents as may be necessary and/or appropriate to evidence and perfect such subordination.

SECTION 27. Access by Landlord

During the Term, Landlord and its contractors and subcontractors and its or their agents and employees may, upon not less than twenty-four (24) hours notice to Tenant, during normal business hours, and only when accompanied by an employee of Tenant, enter to inspect the Premises, to make required repairs or maintenance, and/or to show the Premises to others. Notwithstanding the foregoing, in a bona-fide emergency, Landlord may enter the Premises at any time, without prior notice to Tenant, and without the requirement that an employee of Tenant accompany Landlord.

SECTION 28. Assignment and Subletting

(a) Tenant shall not assign, mortgage or pledge this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person to occupy or use the Premises, or any portion thereof, without the prior written consent of Landlord, which consent Landlord agrees not to unreasonably withhold. For purposes of determining what is reasonable relative to an assignee entity, a private entity shall have the financial strength and market value equal to or greater than Tenant. Notwithstanding, Tenant may assign this Lease or sublet the Premises to any Authorized Assignee without Landlord's consent. A consent to one assignment, mortgage, pledge, subletting, occupation or use by any other person shall not relieve Tenant from any obligation under this Lease, and shall not be deemed to be a consent to any subsequent assignment, mortgage, pledge, subletting, occupation or use by another person. Any assignment, mortgage, subletting, occupation or use



without such consent shall be void, and shall, at the option of Landlord, terminate this Lease.

(b) The provisions of this Section 28 shall be binding on any subtenant or assignee which desires to sub-sublet or sub-assign their interest, and Landlord's actions with respect to one assignment, mortgage, pledge, sublease, occupation or use shall not be deemed to limit Landlord's options under this Lease with respect to a subsequent assignment, mortgage, pledge, sublease, occupation or use. Landlord's rights under this Section 28 shall prevail over any inconsistent language in any sublease or assignment to which Landlord consents and are reserved by Landlord from the grant of Tenant's leasehold estate. Nothing herein shall be construed to require Landlord's consent to any assignment, mortgage, pledge, subletting, occupation or use (so long as Landlord's consent is not unreasonably withheld).

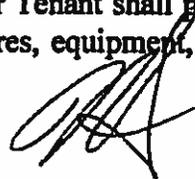
(c) In no event shall Landlord be required to release Tenant from its obligations under this Lease upon approval of an assignment or sublease. Failure of any subtenant or assignee to make any payments to Tenant shall not affect the obligation of Tenant to pay rent or any other obligation under the Lease owing to Landlord. The provisions of any sublease or assignment cannot be modified, nor may the sublease or assignment be terminated other than in accordance with its terms, without the written consent of Landlord.

(d) Tenant shall promptly pay upon billing the reasonable attorney's fees and costs incurred by Landlord for the review or preparation of any documents in connection with a proposed assignment, mortgage, pledge, or sublease.

SECTION 29. Condemnation

(a) If the whole of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain or condemnation, or in the event of a conveyance in lieu thereof, then this Lease shall terminate as of the date on which possession of the Premises is required to be surrendered to the condemning authority, and Tenant shall have no claim against Landlord or the condemning authority for the value of the unexpired Term of this Lease.

(b) If fifty percent (50%) or more of the Premises shall be so taken or conveyed, and if such partial taking or conveyance shall render the Premises unsuitable for the operation of the restaurant in the reasonable opinion of the Tenant, then the Term shall cease and this Lease shall terminate as of the date on which possession of the part of the Premises so taken or conveyed is required to be surrendered to the condemning authority, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired Term of this Lease. If such partial taking or conveyance is not extensive enough to render the Premises unsuitable for the operation of the restaurant, this Lease shall continue in full force and effect, except that the Rent shall be reduced in the same proportion that the floor area of the Premises so taken or conveyed bears to such floor area immediately prior to such taking or conveyance, such reduction commencing as of the date Tenant is required to surrender possession of such part of the Premises so taken or conveyed. Landlord shall promptly restore, or shall permit Tenant (using the net condemnation proceeds for such purpose) to restore the Premises, as nearly as practicable, to a condition comparable to its condition at the time of such condemnation less the part lost in such taking or conveyance, and thereafter Tenant shall promptly make all necessary repairs, restoration, and alterations of Tenant's fixtures, equipment, and furnishings (using any



remaining net condemnation proceeds for such purpose) and shall promptly reenter the Premises. For purposes of determining the amount of funds available for restoration of the Premises from the condemnation award, the amount will be deemed to be that part of the gross award remaining after payment of Landlord's reasonable expenses incurred in recovering the condemnation award and of any amounts due to Landlord's Mortgagee, and which represents a portion of the total sum so available (excluding any award or other compensation for Property) which is equitably allocable to the Premises.

(c) In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, except as set forth in Section 29(b) hereinabove, the Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation, and Landlord and Landlord's Mortgagee are to receive the full amount of such award as their respective interests may appear. Tenant hereby expressly waives any right or claim to any part thereof and assigns to Landlord any such right or claim to which Tenant might become entitled.

(d) Although all damages in the event of any condemnation shall belong to the Landlord and Landlord's Mortgagee as aforesaid, whether such damages are awarded as full compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right, to the extent the same shall not diminish the Landlord's or such Mortgagee's award, to claim and recover from the condemning authority, but not from Landlord or such Mortgagee, such compensation as may be separately awarded or recoverable by Tenant under Applicable Law in Tenant's own right for or on account of, and limited solely to, any cost to which Tenant might incur in removing Tenant's furniture, fixtures, leasehold improvements, and equipment.

(e) The provisions of this Section 29 are intended to, and do, fully define and set forth the respective rights and obligations of the parties in the event of a taking of the Premises or any portion thereof, including, without limitation, the circumstances under which this Lease may be terminated, and the disposition of any proceeds of any insurance or award, and Landlord and Tenant each hereby expressly waive the benefit and effect of any rights or obligations arising by Applicable Law, governmental order, insurance contract, or otherwise which are inconsistent with the parties' rights and obligations listed herein.

SECTION 30. Estoppel Certificates

(a) At any time, and from time to time, upon the written request of Landlord, Tenant or any Mortgagee, Landlord or Tenant, as applicable, within twenty (20) days of the date of such written request, agrees to execute and deliver to the requesting party, without charge and in a form reasonably satisfactory to the requesting party, a written statement ("Estoppel Certificate"): (i) affirming this Lease; (ii) confirming the Commencement Date and expiration of the Term of this Lease; (iii) certifying that Tenant is in occupancy of the Premises and that the Lease is in full force and effect and has not been modified, assigned, supplemented, or amended, except by such writings as shall be stated; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord or Tenant have been satisfied and performed, except as shall be stated (with a knowledge qualification as to conditions and agreements to be satisfied or performed by the other party); (v) certifying that neither Landlord nor Tenant is in default under the Lease and there are no defenses, set-offs, recoupments, or counterclaims against the



enforcement of this Lease by Landlord, or stating the defaults, defenses, set-offs, recoupments and/or counterclaims claimed by Landlord or Tenant (with a knowledge qualification as to defaults by the other party or defenses, set-offs, recoupments or counterclaims held by the other party); (vi) reciting the amount of advance Rent, if any, paid by Tenant and the date to which such Rent has been paid; and (vii) containing any other information which Landlord, Tenant or the Mortgagee shall reasonably require. In connection with furnishing any such Estoppel Certificate, Landlord or Tenant, as applicable, may qualify those of its certifications dealing with the other party to be to the best of Landlord's or Tenant's knowledge.

(b) The failure of either party to execute, acknowledge, and deliver to the requesting party an Estoppel Certificate in accordance with the provisions of this Section 30 within the period set forth herein shall constitute an acknowledgment by such failing party, which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Premises or any part thereof, that this Lease has not been assigned, amended, supplemented or modified, is in full force and effect, and that the Rent is currently and fully paid. Such failure shall also constitute as to any persons entitled to rely on such statements a waiver by the party requested to provide the Estoppel Certificate of any defaults by the other party to this Lease and a waiver by the party requested to provide the Estoppel Certificate of all defenses, set-offs, recoupments, or counterclaims against the enforcement of this Lease by the other party to this Lease which may exist prior to the date of the written request.

SECTION 31. Subordination, Attornment and Non-Disturbance

(a) So long as Tenant is not in default, Landlord will not disturb or interfere with Tenant's use of the Premises and Tenant will have quiet possession of the Premises subject to all of the provisions of this Lease. Upon Tenant's commencement of the payment of full Rent as set forth in Section 5 above, Landlord shall use its best efforts to obtain from each Mortgagee then existing a non-disturbance agreement in form and substance reasonably satisfactory to Tenant ("Non-Disturbance Agreement"). Upon refinancing of the Premises by Landlord, Landlord shall use its best efforts to obtain a Non-Disturbance Agreement from Landlord's Mortgagee for Tenant's benefit.

(b) Subject to obtaining a Non-Disturbance Agreement from each bona-fide Mortgagee as provided immediately above in Section 31(a), Tenant agrees to subordinate this Lease and Tenant's leasehold interest created hereunder to the right, title or interest (including lien or security interest) of such bona-fide Mortgagee, whether currently existing or hereafter arising, and in the event of a foreclosure to attorn to the purchaser at the trustee's sale and recognize such purchaser as owner under this Lease as though originally named as Landlord hereunder.

(c) Notwithstanding anything to the contrary set forth above, any Mortgagee may at any time elect to subordinate its Mortgage to this Lease, without Tenant's consent, by execution of a written document subordinating such Mortgage to this Lease to the extent set forth therein, and thereupon this Lease shall be deemed prior to such Mortgage to the extent set forth in such written document without regard to their respective dates of execution, delivery and/or recording. In that event, to the extent set forth in such written document, such Mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed and this Lease or

memorandum thereof recorded prior to the execution, delivery, and recording of the Mortgage.

(d) Tenant agrees that no Landlord's Mortgagee, Landlord's Mortgagee-in-possession, or purchaser shall be bound by any payment of Rent made more than thirty (30) days prior to its due date, and any such sum shall be due and payable on the due date.

SECTION 32. Name of Building; Signs and Advertising

(a) Tenant shall have the right to name the Building throughout the Term. Also, Tenant may hold promotional events required by the Dickey's Barbecue franchise agreement, including the use of banners and exterior signage.

(b) Tenant shall be entitled to install and maintain, at its sole discretion and expense, a sign on the exterior of the Building or a monument sign on the Property indicating its name and/or the name of the Building (or if Tenant's name and/or the name of the Building shall hereinafter change, the new name(s) selected by Tenant) ("Tenant's Sign"), subject, however, to the applicable limitations and restrictions imposed by the existing signage policy of the applicable jurisdictions. The style and location of the Tenant's Sign shall be subject to Landlord's written approval, not to be unreasonably withheld, conditioned or delayed; provided that Landlord's approval shall not be required with respect to the existing Tenant's Sign and any changes to such sign or to any new sign that are substantially similar to such existing Tenant's Sign; and further provided that such changes comply with the provisions of the conditional use permit for the Premises.

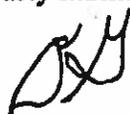
(c) Except as set forth in Subsection (b) of this Section 32, Tenant shall not inscribe, paint, affix or display any sign, notice, or advertisement on any part of the exterior of the Building without the prior written consent of the Landlord. Tenant shall be entitled, without the necessity for obtaining the Landlord's consent, to affix any such sign notice, display or advertisement within the interior of the Building as Tenant may elect.

SECTION 33. Accord and Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated installment of Rent due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment of Rent or pursue any remedy provided in this Lease, at law or in equity.

SECTION 34. Brokers

Landlord and Tenant are represented in this transaction by One West Real Estate ("Broker"). Upon the execution of this Lease, Landlord shall pay to Broker a commission in accordance with a separate agreement between Landlord and Broker. Each party hereby agrees to indemnify, protect, defend (by counsel reasonably acceptable to the party seeking indemnity), and hold the other party harmless from and against any and all loss, damage, liability or expense,



including costs and reasonable attorneys' fees, resulting from any claims for real estate compensation by any person or entity (other than Broker) claiming to have represented such indemnifying party in the transaction contemplated by this Lease.

SECTION 35. Recordation

(a) As soon as possible after the execution and delivery of this Lease, the parties shall prepare and promptly record a short-form of this Lease or a memorandum thereof containing such terms as the Tenant believes appropriate or desirable ("Memorandum of Lease") and reasonably acceptable by Landlord.

(b) The Memorandum of Lease shall be recorded in each jurisdiction necessary, in the opinion of counsel selected by Tenant, to put potential creditors, purchasers and other interested parties on proper notice of Tenant's leasehold interest arising hereunder. The expense of recording the Memorandum of Lease (including any applicable recordation or transfer taxes) shall be borne by Tenant.

(c) Upon the termination of this Lease, Landlord shall prepare, and Tenant shall execute and deliver to Landlord, a termination of the Memorandum of Lease or other instrument in recordable form releasing and quit-claiming to Landlord all right, title, and interest of Tenant in and to the Premises arising from this Lease or otherwise. Landlord may record such instrument, at Landlord's sole expense.

SECTION 36. Additional Representations and Warranties of Landlord

In addition to the representations and warranties set forth elsewhere in this Lease, Landlord represents and warrants to Tenant as follows:

(a) Landlord holds fee simple title to the Property;

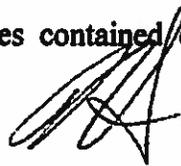
(b) Landlord has full power to enter into this Lease;

(c) Landlord has not received any notice of any litigation, arbitration or other judicial or quasi-judicial proceeding against Landlord or Landlord's right, title or interest in or to any portion of the Property, and to the best of Landlord's knowledge, no such litigation, arbitration or other proceeding is pending or threatened;

(d) The execution and delivery of this Lease by Landlord and the performance by Landlord of each of its obligations hereunder will not constitute a default under, or a breach of, any of its obligations under any note, indenture, mortgage, deed of trust, security agreement, or other document, instrument or agreement to which Landlord is a party or by which Landlord, the Premises, or any portion of the Premises is bound.

SECTION 37. Additional Representations and Warranties of Tenant

In addition to the representations and warranties contained elsewhere in this Lease,



Tenant represents and warrants to Landlord as follows:

(a) Tenant is a Wyoming limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Wyoming and is or will be, or its approved Assignee will be, as of the Commencement Date duly qualified to conduct business in the State of Wyoming;

(b) Tenant has full power and authority to lease the Premises and to enter into this Lease;

(c) All company actions necessary to authorize the execution and delivery of this Lease by Tenant and the performance by Tenant of each of its obligations thereunder has been effectively taken prior to the date hereof, and no consent by any of the members of Tenant or other third parties is required which has not been previously obtained; and

(d) The execution and delivery of this Lease by Tenant and the performance by Tenant of each of its obligations hereunder will not constitute a default under, or a breach of, any of its obligations under any note, indenture, mortgage, deed of trust, security agreement, or other document or agreement to which Tenant is a party or by which Tenant, the Premises, or any portion of the Premises is bound.

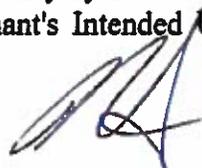
SECTION 38. Notices

Any and all Notices to be given hereunder must be in writing and shall be deemed duly given at the time such Notice shall be deposited into the United States mail, postage pre-paid, registered or certified mail, return receipt requested. Any Notice in any other manner shall be deemed given when actually received. Notices shall be sent to the respective party at the address given in Section 1 of this Lease or to any other address that the respective party may designate by Notice delivered pursuant hereto. Nothing herein contained shall be construed to preclude personal service of any Notice in the manner prescribed for personal service of a summons or other legal process.

SECTION 39. Tenant Improvements

(a) Tenant shall complete its obligations related to the Tenant Improvements to the Premises as set forth in Exhibit A attached hereto. Landlord agrees to credit Tenant in the form of Rent abatement from the second month to the sixty-first month of the Original Term, up to Seventy Thousand Dollars (\$70,000.00) for the Tenant Improvements. Computation of the Rent abatement shall be determined by taking the final amount of the Tenant Improvements, up to \$70,000, and dividing such number by 60, with the amount of the quotient being paid each and every month during such 60-month period.

(b) The Premises shall be delivered to Tenant clean and free of debris on the Commencement Date. Upon the Commencement Date Tenant acknowledges that: (i) Tenant has inspected the Premises; (ii) Tenant accepts the Premises, and all improvements, betterments and equipment "AS IS", but with no representation or warranty by Landlord, express or implied, as to the condition or suitability of the Premises for Tenant's Intended Use; (iii) Landlord has no



obligation to improve or repair the Premises; and (iv) Tenant is taking possession of the Premises subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto.

SECTION 40. Attorney Fees

In the event a legal action or other proceeding is brought to enforce this Lease or because of an alleged breach, default, or dispute in connection with any of the provisions of this Lease, the prevailing party shall be entitled to recover its attorneys' fees and court costs incurred in such legal action or proceeding from the non-prevailing party. Notwithstanding the foregoing, if Landlord files any legal action for collection of Rent or any eviction proceedings, whether summary or otherwise, for the non-payment of Rent, and Tenant pays such Rent prior to the rendering of any judgment, then Landlord shall be entitled to collect, and Tenant shall pay, all court filing fees and the reasonable fees of Landlord's attorneys.

SECTION 41. Miscellaneous

(a) No waiver by Landlord or Tenant of any breach of covenant, condition or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself or if any subsequent breach thereof.

(b) The provisions of this Lease shall be binding upon, and inure to the benefit of all parties hereto and their respective successors and assigns.

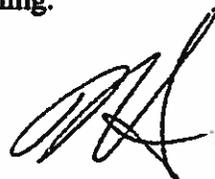
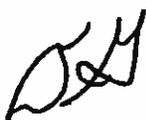
(c) This Lease contains and embodies the entire agreement of the parties hereto, and no representations, inducements, or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect.

(d) This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

(e) The Table of Contents and all captions and headings appearing in this Lease are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

(f) If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be invalid and be enforced to the fullest extent permitted by law.

(g) This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Wyoming.



(h) In computing any period of time prescribed or allowed by any provision of this Lease, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. Unless otherwise provided herein, all notice and other periods expire as of 5:00 p.m. local time on the last day of the notice or other period.

(i) In any provision of this Lease involving Landlord's being defended, released from liability, indemnified, held harmless, or not being deemed to be liable for any action, omission, or circumstance, the term "Landlord" shall include Landlord and Landlord's contractors and subcontractors and its or their present and future controlling persons, directors, officers, employees, and agents.

(j) In any provision of this Lease involving Tenant's being defended, released from liability, indemnified, held harmless, or not being deemed to be liable for any action, omission, or circumstance, the term "Tenant" shall include Tenant and Tenant's contractors and subcontractors and its or their present and future controlling persons, directors, officers, employees, and agents.

(k) There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same person, firm, corporation, or other legal entity may acquire or hold, directly or indirectly, this Lease or the leasehold estate and the fee estate in the Premises or any interest in such fee estate, without the prior written consent of Landlord's Mortgagee.

(l) Except as to covenants, agreements and obligations which expressly survive the termination or expiration of this Lease, Landlord's liability and obligations to Tenant hereunder shall cease effective as of the date of any sale or other conveyance of the Landlord's interest in the Premises that is made in accordance with the conditions and limitations set forth herein.

(m) Except where the context clearly requires otherwise, when used herein, the singular shall apply to the plural, the plural shall apply to the singular, and the use of any gender shall apply to all genders.

(n) Notwithstanding anything to the contrary contained in the Lease, any liability or obligations of Landlord with respect to the Lease or the Premises shall be satisfied solely out of, and shall be strictly limited to, Landlord's interest in the Premises, and Landlord shall have no personal liability with respect thereto.

(o) This Agreement may be executed in two or more counterparts, and all the counterparts together shall constitute one and the same agreement, notwithstanding that all parties are not signatory to the same or original counterpart.



EXECUTED as of the above date at Laramie, Wyoming.

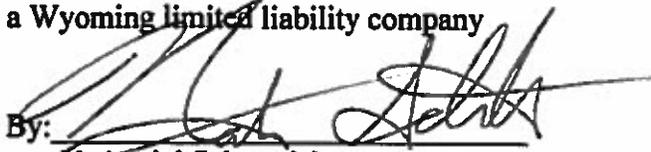
LANDLORD:


DANIEL GARCIA

4-29-16

TENANT:

DNP INVESTMENTS LLC,
a Wyoming limited liability company

By: 
Nathaniel Schott, Manager

4-29-16

SLOW-SMOKED MEATS

JUST THE MEAT FOR THE PURISTS, WITH A YEAST ROLL

1/2, 3/4 & 1 LB. MEATS AVAILABLE



PULLED PORK \$6 / 1/2 lb

ST. LOUIS STYLE
PORK RIBS \$12 PER PORK

BEEF BRISKET \$7 / 1/2 lb.
CHOPPED OR SLICED

CHICKEN BREAST \$7 / 1/2 lb

POLISH KIELBASA
SAUSAGE \$6 / 1/2 lb

JALAPEÑO CHEDDAR
KIELBASA \$6 / 1/2 lb

WESTERNERS

TEXAS SIZED SANDWICHES SERVED ON A TOASTED HOAGIE

ORIGINAL WESTERNER \$7.50
Sliced brisket & Polish kielbasa sausage, topped with cheddar

DOUBLE CHEESE \$7.50
Jalapeno cheddar kielbasa & chicken breast topped with cheddar

PORK + CHICKEN \$7.50
Pulled pork & sliced chicken, sprinkled with rib rub, topped with creamy cabbage slaw and cheddar

RACETRACK \$7.50
Chopped beef brisket & pulled pork, sprinkled with rib rub, topped with creamy cabbage slaw & cheddar

CLASSIC SANDWICHES

OUR SLOW-SMOKED MEAT SERVED ON A TOASTED BRIOCHE BUN

THE FANCY PORK \$5.50
Pulled pork with creamy cabbage slaw, sprinkled with rib rub

JUST THE PORK \$5.50
A pork's butt.... No wait, pork butt. (PULLED PORK PERFECT ION)

THE BEEF \$5.50
Choice of chopped or sliced delicious slow-smoked brisket

BEEF & CHEESE \$5.50
Choice of chopped or sliced delicious slow-smoked brisket topped with cheddar

CHICKEN & CHEESE \$5.50
Smoked chicken breast topped with cheddar cheese

ORIGINAL CHICKEN \$5.50
Dickey's original juicy Italian marinated smoked chicken breast

HOLY KIELBASA! \$5.50
Choice of Polish or jalapeno cheddar kielbasa sausage

BARBECUE SLIDERS



SNACKABLE SANDWICHES ON OUR FAMOUS YEAST ROLLS

BEEF BRISKET \$2
Chopped or sliced slow-smoked brisket

PULLED PORK \$2
Sprinkled with rib rub

JALAPEÑO CHEDDAR
KIELBASA \$2
Polish sausage with cheese & a To-on Pick

CHICKEN BREAST \$2
Balls in marinated smoked chicken

» pickles & onions available upon request «

BUTCHER TACOS

SERVED ON A FLOUR TORTILLA



THE FANCY PORK \$2
Pulled pork with creamy cabbage slaw, sprinkled with rib rub

BEEFY MAC \$2
Slow-smoked beef brisket with creamy mac & cheese

BEEF & CHEESE \$2
Slow-smoked beef brisket topped with cheddar

» taco sauce available on the side «

CHICKEN & CHEESE \$2
Smoked chicken breast topped with cheddar

CHICKEN SPINACH 2
Smoked chicken breast topped with cheddar & asiago cheese creamed spinach

SMOKE STACKS

SLOW-SMOKED MEATS & SAVORY SIDES IN A SINGLE SERVING BOWL

BEEFY MAC \$7.50
Slow-smoked brisket with creamy mac & cheese

BANGERS & MASH \$7.50
Jalapeno cheddar kielbasa with baked potato casserole

TEXAS FRITO PIE \$8.50
Corn chips with beans & chopped beef brisket, topped with cheddar, onions & sprinkled with rib rub



SAVORY SIDES

\$2.50 / \$5.00 / \$32

INDIVIDUAL / SHAREABLE MEDIUM / XL PORTIONS

CABBAGE SLAW

BARBECUE BEANS

IDAHO RUSSET POTATO SALAD

CAESAR SALAD

make it a meal & add your choice of meat

BACON & ONION GREEN BEANS

BAKED POTATO CASSEROLE

MAC & CHEESE

ASSORTED CHIPS*

ASIAGO CHEESE CREAMED SPINACH

FOR THE KIDS

12 & under

INCLUDES MEAT, INDIVIDUAL SIDE & LIL' YELLOW CUP

SLIDER OR MEAT & ROLL \$5.50

» don't forget, kids eat free sunday! «

*available for parties only. **late fees apply. **alcohol must be ordered with an adult. **free on Sundays.

FOR YOUR GROUP



A FAMILY OF WAYS TO FEED A SMALL CROWD

» pickles & onions available upon request «

PICNIC PACK \$26.95

feeds up to 4 people
Includes your favorite meat (1 lb.),
two medium sides & four rolls

XL SIDES \$32

feeds 20-25 people

SIX PACK \$45.95

feeds up to 6 people
Choice of two meats (1 lb. each),
three medium sides & six rolls

MEATS BY THE LB \$12 - \$14.95

each lb. feeds up to 3-4 people

XL PACK \$59.95

feeds up to 8 people
Choice of three meats (1 lb. each),
four medium sides & eight rolls

FULL RACK OF RIBS \$24.95

feeds 2-3 people

BIG YELLOW CUP

\$2.95



DESSERTS

\$1 - 2.95

Chocolate Chunk Cookie, Blondie Brownie, or Pecan Pie



CATERING

FEED A FEW OR A FEW HUNDRED AT YOUR NEXT GATHERING

BOX LUNCHES 10 person minimum.

STANDARD \$7.99
Sandwich, chips & cookie

DELUXE \$8.99
Sandwich, chips, small side & cookie

DELIVERY

BUFFET \$10.99
10 person minimum.
Delivery & Set-up or pick up.
Choice of two meats, three sides,
yeast rolls, relish tray, barbecue
sauce & paperware.

FULL SERVICE \$12.99

100 person minimum.
Delivery, Set-up, serve & clean up.
Choice of two meats hand
sliced on-site, three sides,
yeast rolls, relish tray, barbecue
sauce & paperware.

PARTY PLATTERS \$25 - \$36.95

feeds 10-12 people
Assorted desserts, Butcher Tacos, and Barbecue Sliders available

CALL **866-BARBECUE** TO SPEAK
TO A CATERING EXPERT!

order online at dickkeys.com



franchise sales 866-340-6188



CITY OF LARAMIE COUNCIL REGULAR MEETING October 4, 2016



Agenda Item: Memorandum of Understanding

Title: Consideration to enter into a Memorandum of Understanding with Laramie County for a Next Generation 911 hosted Consumer Premise Equipment (CPE) system.

Recommended Council MOTION:

I move that Council enter into a Memorandum of Understanding with Laramie County for the joint operation of a Next Generation 911 hosted Consumer Premise Equipment system and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

In 2015 the Laramie Police Department was authorized to replace the existing 911 phone system in LARC. In January 2016 the PD issued an RFQ for the project. The RFQ included options for installing a stand-alone or node 911 phone system. Six proposals were received and subsequently scored by an internal staff team. Venture Technologies was selected as the preferred vendor. Council entered into a contract with Venture on 21 June 2016. The preferred architecture was to work with Laramie County Combined Communications Center (LCCCC) to install a node Next Generation 911 phone system.

With this system, LCCCC and LARC will share infrastructure to a common benefit. Benefits include redundancy for both phone systems as well as the associated recording systems. Additionally, the shared infrastructure will be capable of providing text-to-911 upon go-live and eventually will allow both Public Safety Answering Points (PSAP) to connect to Next Generation information (ESInet) networks. This venture will be the first of its kind in Wyoming but is commonly used in 911 applications nationwide.

The MOU being considered sets forth the responsibilities of each Public Safety Answering Point for financial responsibility, personnel management, and data integrity. The MOU does not financially commit either PSAP or their governing bodies to any additional financial obligations since both entities individually have purchased infrastructure as well as maintenance agreements for the operation of their respective systems, In the future an equitable cost sharing mechanism can be agreed upon as maintenance agreements are renewed and consolidated. Additionally, each entity will continue to be responsible for direct costs associated with access to necessary data lines and backhaul for their respective systems.

On 18 October the Laramie County Commissioners approved the MOU.

Responsible Staff: Dale A. Stalder, 721.3552

Attachments: CPE Memorandum of Understanding

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

**MEMORANDUM OF UNDERSTANDING FOR NEXT GENERATION 911 HOSTED
CUSTOMER PREMISE EQUIPMENT FOR LARAMIE COUNTY COMBINED
COMMUNICATION CENTER AND LARAMIE / ALBANY COUNTY RECORDS AND
COMMUNICATIONS CENTER**

This memorandum of understanding (“MOU”) is made and entered into by and between the parties Laramie County, the Laramie County Combined Communications Center, the City of Laramie Police Department, and specifically the Laramie Albany County Records and Communications Center (“LARC”).

I. Purpose

Laramie County through the Laramie County Combined Communications Center (LCCCC) and LARC desire to create a cooperative agreement to facilitate the planning, operation and maintenance of a shared E911 Consumer Premise Equipment (CPE) in order to more effectively serve their separate communities with 911 service. By establishing this relationship and system, Laramie County and LARC can provide redundant, robust, and continual 911 services for Laramie and Albany County residents.

Laramie County and LARC operate independent Public Safety Answering Points (PSAPs) and recognize a need to move toward an emergency call handling system capable of supporting multiple PSAPs. Laramie County and LARC also recognize this system must be suitable for advancing toward ESINet/Next Generation 9-1-1 emergency call delivery strategies. A common shared system will financially and operationally benefit the PSAPs.

This MOU is intended to provide a strategic path forward towards Next Generation 911. The MOU summarizes the current intentions of the participating parties and should be amended as necessary to accomplish the goal of fully integrating the Member Agencies and potential future NG911 calltaking and dispatching PSAPs.

II. Definitions

A. Hosted CPE – the CPE infrastructure of the 911 system operated for the benefit of the Agencies that are bound by the terms of this MOU.

B. Common Equipment – Equipment that is required for the participating Agencies to have in order to receive and process calls on the multinode system. Common equipment includes but is not limited to: client workstation monitors, local central processing units, gateways, routers, switches and other peripherals located in the PSAPs that are required under the agreement with the Equipment Vendor. The Equipment Vendor is currently Venture Technologies.

C. Data – the facts, detailed information, or other materials provided by each independent Agency.

D. Host Entity – the agency providing the host CPE equipment, recorders, or other infrastructure essential to the proper workings of the system. The Host entity is currently Laramie County.

III. Responsibilities of the Parties

A. LCCCC and LARC shall work cooperatively to:

1. Conduct an ongoing assessment of the Laramie and Albany County PSAP needs.
2. Develop procedures for the ongoing maintenance, operation, administration, and enhancement of the selected CPE solution that maximizes shared 911 telephony communication equipment between the Agencies, while maintaining the confidentiality of privileged information shared through the system.
3. The Agencies shall work in a variety of ways to facilitate sharing CPE equipment in an effort to improve the 911 call handling and dispatching efforts of their respective agencies and Public Safety Answering Points (PSAP).

B. Information Ownership and Release:

1. Agencies shall retain control of and remain the official custodian of all information contributed to the CPE system. Any data present in the hosted CPE system is proprietary information of the Agency contributing that data.
2. Data Access – access to Agency data will be provided utilizing a secure network maintained by the Agencies as necessary for the effective operation of the system. Agencies shall determine which data records are to be shared within the shared CPE system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety while maintaining compliance with privacy, public records, and criminal history records laws.
3. Security Requirements – Agencies agree to maintain and enforce security requirements for the system. Each Agency is responsible for the internal agency security of its records and any technical support necessary to insure security.

C. Funding Costs, Personnel, and Financial Considerations:

1. Costs – In exchange for the use of the LCCCC equipment specified in this MOU, LARC shall pay the cost of electricity and connectivity to the CPE. LARC shall also provide space for the equipment any equipment necessary for connectivity. Other, unanticipated costs shall be allocated by agreement between the governing bodies of the Agencies. Agency employees working for the benefit of the CPE system will remain employees of their own respective Agencies.

2. LCCCC agrees to relocate one CPE and one recorder to LARC, and to utilize the existing LCCCC maintenance contract with the vendor for repairs and upgrades for these items.
3. Upon termination or expiration of the LCCCC maintenance contract (expected in May of 2020), the agencies will identify and agree to a cost sharing plan for continued system operation.
4. If the governing bodies cannot agree on future cost sharing under this agreement, then this agreement shall be terminated as soon as is reasonably possible.

D. Additional Agencies – Additional PSAP agencies may participate in this agreement upon approval of Laramie County and LARC. An amendment to this MOU shall be signed by the existing parties and the additional PSAP agency.

IV. General Provisions

A. Effective Date and Term of the MOU – the effective date of this MOU is the date on which the last participating governing body executes the MOU. The MOU shall remain in effect until terminated as provided herein.

B. Independent Entities. The parties are independent entities and each party's employees, officers, and volunteers are not to be considered agents or employees of the other.

C. Entire Agreement. This MOU [six (6) pages] represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Amendments – This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

E. MOU Termination – This MOU may be terminated by mutual agreement of all Member Agencies. Any Member Agency may terminate its participation in the MOU with or without cause upon a one year prior written notice.

F. Liability and Indemnification – Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

G. Insurance - Each Agency, at its sole cost and expense, shall carry insurance, or self-insure, for its activities in connection with this MOU, and obtain, keep in force, and maintain, insurance or self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency shall provide property insurance coverage for any equipment that it provides.

H. Applicable, Law and Venue – The parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or

proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement in executing this MOU. This provision is not intended nor shall it be construed to waive the Parties' governmental immunity as provided in this MOU.

I. Governmental Immunity – The parties do not waive their Governmental Immunity, as provided by any applicable law including Wyo. Stat. §1-39-101 et seq., by entering into this Mou. Further, the parties each fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU. The parties, however, agree to waive their respective immunities, solely for purpose of enforcing the terms and conditions of this MOU.

J. Discrimination – All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, national origin, disability, sex, or sexual orientation.

K. ADA Compliance – All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

L. Force Majeure – None of the parties shall be liable for failure to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

M. Notices – All notices required and permitted under this Agreement shall be deemed to have been given when deposited in the U.S. Mail, properly stamped, and addressed to the party at such party's address listed in Section I., herein and when delivered personally to such party.

N. Third Parties – The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall insure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition intended nor shall it be construed to waive all of the parties immunities.

O. Severability – If any term, provision or condition of this Agreement shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections and clauses shall not be affected.

P. Limitation on Payment – The parties obligations to perform under this Agreement are conditioned upon the availability of funds which are appropriated or allocated for the purpose of carrying out this Agreement. If funds are not allocated and available for the continuance of the services provided by the GIS coordinator, this Agreement may be terminated by any of the parties to it at the end of the period for which funds are available. Any party to this Agreement wishing to exercise their rights pursuant to this provision shall notify the other parties at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the party knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to any of the parties to this Agreement in the event this provision is exercised, and the party or parties shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

**MEMORANDUM OF UNDERSTANDING FOR NEXT GENERATION 911 HOSTED
CUSTOMER PREMISE EQUIPMENT FOR LARAMIE COUNTY COMBINED
COMMUNICATION CENTER AND LARAMIE / ALBANY COUNTY RECORDS AND
COMMUNICATIONS CENTER**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
K.N. Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

Reviewed and approved as to form only:

By: _____ Date: _____
Bernard P. Haggerty, Deputy Laramie County Attorney

CITY OF LARAMIE

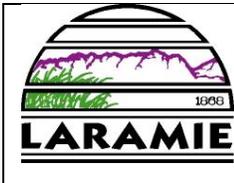
By: _____ Date: _____

ATTEST:

By: _____ Date: _____

Reviewed and approved as to form only:

By: _____ Date: _____



Agenda Item: Discussion Item
Title: Acknowledging City Council’s role in and receipt of the Administrative Policy and Procedure for Naming City of Laramie, Parks & Recreation Department Parks & Facilities.

Recommended Council MOTION:

That City Council acknowledge their role in and receipt of the Administrative Policy and Procedure for Naming City of Laramie, Parks & Recreation Department Parks & Facilities.

Administrative or Policy Goal:

Preserve park land, open space and public trails for future generations.
 Continue public relations outreach to engage residents in municipal government.

Background:

In June of 2016 City Council heard a proposal from the Laramie Rotary Clubs on a potential name change for Optimist Park. This action was approved by the Parks, Tree & Recreation Advisory Board and did not gain support to be heard by the City Council under formal action. Through the process members of the Parks, Tree & Recreation Advisory Board cited the lack of policies and/or procedures to ensure consistent development for park and facility names was not present. Without such a policy and/or procedure the Parks, Tree & Recreation Advisory Board did not support the potential renaming and directed staff to develop and provide for their review and approval such a policy and/or procedure.

Parks & Recreation Department Staff researched naming/renaming policies from various communities and developed the Administrative Policy and Procedure for Naming City of Laramie, Parks & Recreation Department Parks & Facilities. This policy was reviewed and amended at the Parks, Tree & Recreation Advisory Board across 3 regular meetings and was approved and forwarded to City Council for acknowledgement and affirmation on September 14, 2016.

The Parks & Recreation Department Staff and Advisory Board believes this policy provides direction and an ability to meet the changing needs of the community when pondering the naming of parks and facilities and recommends affirmation by the City Council.

Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:

N/A

Responsible Staff:

Future dates are subject to change

Work Session	Click here to enter a date.
Advertised	Click here to enter a date.
Public Hearing (PH) Held	Click here to enter a date.

Todd Feezer, Director
Parks & Recreation
tfeezer@cityoflaramie.org
721-5260

PH Advertised	Click here to enter a date.
Introduction/1 st Reading	Click here to enter a date.
2 nd Reading	Click here to enter a date.
3 rd Reading	Click here to enter a date.
	Click here to enter a date.

Attachments: Administrative Policy Naming.Renaming Park.Facility Final

**ADMINISTRATIVE POLICY AND PROCEDURE FOR NAMING CITY OF LARAMIE,
PARKS & RECREATION DEPARTMENT PARKS AND FACILITIES**

General: Park and facility names are often as enduring as the property itself; therefore, the selection of a proper name is, and should be, a serious matter. Selections should attempt to induce a dynamic community impact, add credibility to the park or facility, create a cohesive theme, express appreciation, create lasting public relations, promote education, lift the mind and bond our heritage and very being to the land.

1. Authority to Name or Rename:

- a. Any entire park or portion of any park, parkway, recreation building, swimming pool, ball field or any other facility owned, managed and controlled by the City of Laramie, Parks & Recreation Department hereinafter called park and/or facility, shall be named or renamed only by the Parks, Tree and Recreation Advisory Board on an affirmative vote of 2/3 majority of the Parks, Tree & Recreation Advisory Board.
- b. The name shall then be forwarded to the City of Laramie, City Council for certification of the name approved by the Parks, Tree & Recreation Advisory Board. The name shall become official upon approval of the City of Laramie, City Council.
- c. If the recommended name is not certified by the City of Laramie, City Council, the item shall be remanded back to the Parks, Tree and Recreation Advisory Board for further review.

2. Naming Proposals:

- a. Proposals to name any park and/or facility may be initiated by any citizen of the City of Laramie, the Director of Parks & Recreation or by any Parks, Tree & Recreation Advisory Board member in writing at any regular meeting of the board.
- b. Proposals must include reasons for the proposed name and as much community support as possible in the form of letters, petitions and/or personal appearance at a regular meeting of the board.
- c. The Parks, Tree & Recreation Advisory Board through the Parks & Recreation Department may, but is not required to, solicit names from the general public for park and/or facility naming, may set parameters for specific sites and may set time limits for soliciting park names.

3. Naming Guidelines:

- a. All proposed names shall meet one or more of the following guidelines. However, the Parks, Tree & Recreation Advisory Board may waive any or all of these guidelines upon a motion approved by an affirmative vote of 2/3 majority of the Parks, Tree & Recreation Advisory Board.
- b. A park and/or facility may be named for:
 - i. *An event*; provided such event directly affected, affects or would be meaningful to the citizens of Laramie, Wyoming.
 - ii. *A deceased person*; provided that person has been known to be of good character, known to have never convicted a felony, and has contributed to the

betterment of Laramie, Wyoming in some greater than average manner or who was of historic significance to the City, County, State or Nation.

- iii. *A donor or group of donors;* of land, considerable property, endowment, or money provided such donation was large and significant or represents a considerable sacrifice by the donor or donors.
- iv. *A place name;* such as the neighborhood where located or a geographical or manmade feature; provided this name tends to identify the location or character of the park and/or facility.

4. Unacceptable Name Guidelines:

- a. Generally, no park and/or facility may be named for any of the following guidelines. However, the Parks, Tree & Recreation Advisory Board may waive any or all of these guidelines upon a motion approved by an affirmative vote of 2/3 majority of the Parks, Tree & Recreation Advisory Board.
 - i. *Any living person;*
 - ii. *Any church or religious group;*
 - iii. *Any political organization;*
 - iv. *Any businesses or commercial enterprise.*

5. Renaming Guidelines:

- a. The renaming of parks and/or facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors. Renaming or a change in name will be considered for the following reasons. However, the Parks, Tree & Recreation Advisory Board may waive any or all of these guidelines upon a motion approved by an affirmative vote of 2/3 majority of the Parks, Tree & Recreation Advisory Board.
 - i. Only parks and/or facilities named for a place name shall be considered for renaming.
 - ii. Parks and/or facilities named after a deceased person shall never be changed unless it is found that the individual's personal character is or was such that continued use of the name for a park and/or facility would not be in the best interested of the citizens of Laramie, Wyoming.
- b. Renaming of parks and/or facilities requires a minimum of two public notices detailing the intent, date, time and location of a minimum of one public hearing hosted by the Parks, Tree & Recreation Advisory Board.

This policy and procedure shall become effective and binding upon the City of Laramie, Parks & Recreation Department and the Parks, Tree & Recreation Advisory Board as soon as it has been formally adopted by 2/3 majority of the Parks, Tree & Recreation Advisory Board present, and an affirmative vote of the City of Laramie, City Council. The policy shall have no effect on existing park and/or facility names. This policy and procedure shall continue in effect regardless of member changes of the board, but may be amended, done away with, or re-written at any time by a 2/3 majority of the Parks, Tree & Recreation Advisory Board present, and an affirmative vote of the City of Laramie, City Council.



Agenda Item: Plat - Final

Title: Coughlin Pole Mountain 3rd Addition, 9th Filing, Final Plat

Recommended Council MOTION:

Move to **approve** the Coughlin Pole Mountain 3rd Addition, 9th Filing, Final Plat, based on findings of fact and conclusions of law; acknowledge receipt of the financial security and the Subdivision Security and Improvement Deferral Acknowledgment form; and authorize the Mayor and Clerk to sign the plat.

Administrative or Policy Goal:

Platting of unplatted property within the City and the dedication of rights-of-way are in accordance with the approved Preliminary Plat, the Unified Development Code, and the goals of the Comprehensive Plan.

All regulations found within the Laramie Municipal Code (including the Unified Development Code) were approved and adopted through Ordinance by the City Council. It is the professional obligation and responsibility of staff to follow and enforce adopted codes.

Background:

The proposed Final Plat is within the city limits, and proposes eleven (11) residential lots on a 3.33 acre tract of land located on Nighthawk Drive. Of the 11 lots proposed, the developer has noted that their intent is to dedicate 4 of the lots; lots 15-18 to the City for use as a public park. The Preliminary Plat was approved by the Planning Commission on May 10, 2006, and the City Council on May 16, 2006.

Because the still-active Preliminary Plat was approved prior to the UDC’s effective date, this plat is regulated under former Title 16 (Subdivisions) in the Laramie Municipal Code.

Note: On October 10, 2016 the Board of Adjustment approved a Variance to code, specifically the time frame associated with the required Subdivision Security and Improvement Deferral Acknowledgment. The Variance granted the applicant 3 years to complete improvements vs. 2 years.

Legal/Statutory Authority:

Final Plats must be reviewed by the Planning Commission and City Council. Planning Commission action is forwarded to the City Council as a recommendation.

The application for the Coughlin Pole Mountain 3rd Addition Preliminary Plat was received by the City of Laramie in 2006. Since this application was filed before the effective date of the UDC (July 1, 2010), the Preliminary Plat and all subsequent Final Plats are subject to the rules and regulations found in prior Laramie Municipal Code (UDC – 15.02.060 – Transitional Regulations) “where the standards don’t materially affect the Project”.

- Laramie Municipal Code – Unified Development Code – 15.02.060 – Transitional Regulations
- Prior Laramie Municipal Code Title 16, Subdivisions
- Prior Laramie Municipal Code Title 17, Zoning
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning

- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Wyoming State Statutes Title 34 Property Conveyances and Security Transactions, Chapter 12 Platting and Dedication
- Laramie Comprehensive Plan 2007
- Casper Aquifer Protection Plan 2008

Note: No conditions can be modified or added. The Final Plat review evaluates for compliance with conditions of Preliminary Plat approval.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service	\$525.00	Zoning Application
Grants for Projects		
Loans on Project		
Other		
Total	\$525.00	

Responsible Staff:

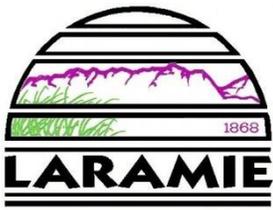
Future dates are subject to change

Dave Derragon, Assistance City
Manager, 721-5304

Derek T. Teini, AICP, Planning
Manager 721-5245

Work Session	
Advertised	
Public Hearing (PH) Held	October 10, 2016 (Planning Commission)
PH Advertised	
Introduction/1 st Reading	November 1, 2016
2 nd Reading	
3 rd Reading	

Attachments: Planning Commission Staff Report dated October 10,2016



City of Laramie

Planning Division
P.O. Box C
Laramie, WY 82073

Telephone: (307) 721-5207
Fax: (307) 721-5248

LARAMIE PLANNING COMMISSION OCTOBER 10, 2016 STAFF REPORT

FILE:	FP-16-05 Coughlin Pole Mountain, 3rd Addition, 9th Filing Subdivision Final Plat
REQUEST:	A Final Plat proposing eleven (11) residential lots on a 3.33 acre tract of land
LOCATION:	Located on Nighthawk Drive.
APPLICANT(S)/AGENT:	Rawstone Development, Inc. (Warren Greaser)
OWNER:	Gemstone Holdings, LLC
PURPOSE:	Residential lots for future sale and development and dedication of parkland for a public park.
CURRENT ZONING:	R1 (Single-Family Residential)
PREPARED BY:	Derek T. Teini, Planning Manager

RECOMMENDED MOTION:

Move to recommend **approval** to the City Council the Coughlin Pole Mountain 3rd Addition, 9th Filing Subdivision Final Plat, based on findings of fact and conclusions of law.

APPLICABLE CITY CODE SECTION(S):

Final Plats must be reviewed by the Planning Commission and City Council. Planning Commission action is forwarded to the City Council as a recommendation.

- Laramie Comprehensive Plan
- Major Street and Highway Plan
- Laramie Municipal Code Title 16, Subdivisions [Pre-Unified Development Code]
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 34 Property Conveyances and Security Transactions, Chapter 12 Platting and Dedication
- Parks and Recreation Master Plan

All regulations found within the Laramie Municipal Code (including the Unified Development Code) were approved and adopted through Ordinance by the City Council. It is the professional obligation and responsibility of staff to follow and enforce adopted codes.

BACKGROUND:

The proposed Final Plat is within the city limits, and proposes eleven (11) residential lots on a 3.33 acre tract of land located on Nighthawk Drive. Of the 11 lots proposed, the developer has noted that their intent is to dedicate 4 of the lots; lots 15-18 to the City for use as a public park. The Preliminary Plat was approved by the Planning Commission on May 10, 2006, and the City Council on May 16, 2006.

Because the still-active Preliminary Plat was approved prior to the UDC's effective date, this plat is regulated under former Title 16 (Subdivisions) in the Laramie Municipal Code.

SURROUNDING LAND USE AND ZONING:

The property is currently zoned R1, Single-Family Residential, and is undeveloped.

	Future Land Use Designation (Map 3.2)	Zoning	Land Use
Subject Property	(SR) Suburban Residential	R1 Single-Family Residential	Currently Undeveloped
North	(SR) Suburban Residential	R1 Single-Family Residential	Single-Family homes
East	(SR) Suburban Residential	R1 Single-Family Residential	Single-Family homes
South	(AUR) Auto Urban Residential	R2 Limited Multi-Family	Single-Family & Duplex homes
West	(SR) Suburban Residential	R1 Single-Family Residential	Single-Family homes

APPLICABILITY TO THE COMPREHENSIVE PLAN:

Future Land Use:

The Comprehensive Plan Future Land Use Plan (Map 3.2) shows this area as Suburban Residential. The Suburban Residential category provides for what is considered more contemporary neighborhoods noted for their larger lots, privacy fences, open areas and single-family detached houses. Comparable zoning districts to Suburban Residential are LR (Limited Single-Family Residential) District and R1 (Single-Family Residential) District. This area is zoned R1.

As filed, the proposed final plat complies with the Land Use Plan and does not prohibit future development in accordance with the Plan.

Street Layout:

This subdivision includes one local residential street, Nighthawk Drive, which will connect to a previously established Coughlin Pole Mountain 3rd Final Plats. The small section of street will complete Nighthawk Drive from Knadler Street to Bath Street.

All streets within this final plat are local streets and will be constructed concurrently with development. All streets will be constructed according to the design standards set by the City of Laramie. A minimum right-of-way of 60 feet will be maintained for local streets. The contractor is proposing to use the City of Laramie roll-over Type II curb section which is consistent with other Coughlin-Pole Mountain final plat filings. The vertical alignments on all proposed streets are within the design standards specified by the City of Laramie.

PROJECT DESIGN AND ADDITIONAL ANALYSIS:

Lot Layout:

The proposed final plat consists of 11 lots, ranging from 7,405 sq. ft. in size to 15,329 sq. ft. in size. The lots are intended for single-family detached development. All lots within the final plat meet R1 dimensional requirements set forth in LMC 15.12.

Park Land Dedication

Because the initial platting process for this subdivision was before the requirement for park land dedication, no official park land dedication has been established. However, through the continued final platting process for the subdivision and lot line adjustments, the current ridgeline has been protected from development. Furthermore, the developers have left several lots within the subdivision open and established a greenway that connects to a ridgeline trail.

In addition to these items above the applicants have noted that it is their intent to donate lots 15-18 for use as a park. The dedication of these lots for a park is not required and is at the discretion of the applicant. A Playlot Park in this area is recommended by the Parks and Recreation Master Plan. With the opportunity presented to the City by the applicant for this donation, the Playlot will be located in a better location than originally anticipated and shown in the Parks and Recreation Plan.

Traffic Impact Analysis:

No new traffic impact analysis study is required for this final plat.

Stormwater Management:

Drainage plans have been reviewed and approved by the City Engineer. All drainage is handled regionally and is designed to drain to the existing City owned storm drains and to a detention pond located north of Reynolds Street between Bath Avenue and 23rd Street.

Water and Sewer Service:

This subdivision will be served by City water and sewer. Adequate water supply and volume exists in this location as well as adequate sewer capacity for maximum build out of the subdivision.

ANALYSIS OF REQUIRED FINDINGS FOR FINAL PLATS:

The following findings must be made in the affirmative in order to approve the Final Plat:

1. The proposed Final Plat complies with the conditions of approval of the Preliminary Plat.

Staff Response: The Final Plat complies with the conditions of approval of the Preliminary Plat. The project will connect to City water and sewer, and is required to construct improvements per Laramie Municipal Code.

2. The layout and design of the proposed final plat is in substantial compliance with the approved preliminary plat.

Staff Response: The layout and design of the proposed final plat is in substantial compliance with the preliminary plat.

3. The subdivision improvement plans have been reviewed and approved for construction.

Staff Response: The subdivision improvement plans have been reviewed by City staff and have been approved for construction.

4. The applicant has completed applicable improvement agreement(s) for construction of the required public improvements.

Staff Response: The applicant has not yet finalized the financial security, but will be required to provide the required Subdivision Security and Improvement Deferral Acknowledgment and associated financial security prior to City Council approval. It should be noted that the applicant has requested a Variance related to the timeframe associated with the Subdivision Security and Improvement Deferral Acknowledgment. Variance (VAR-16-06) requests that the applicant be granted 3 years to complete the improvements versus the standard 2 years. Staff supports the Variance request in order to aid the developer in facilitating the dedication of a park for public use.

PUBLIC COMMENTS:

Staff has received no public comments related to this project. Public notice was mailed on September 22, 2016 and published in the Laramie Boomerang on September 24, 2016.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Findings of Fact:

- The Final Plat complies with the above approval criteria for final plats.

Conclusions of Law:

- The applicant is proceeding in accordance with requirements of and Wyoming State Statutes Title 34 and Laramie Municipal Code Title 16.

ALTERNATIVES:

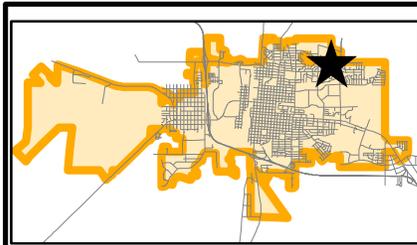
1. Approve the Final Plat based on findings of fact and conclusions of law (**Staff recommendation**);
2. Deny the Final Plat based on findings of fact;
3. Postpone the Final Plat until issues identified during the meeting can be resolved.

STAFF RECOMMENDATION:

Move to recommend **approval** to the City Council the Coughlin Pole Mountain 3rd Addition, 9th Filing Subdivision Final Plat, based on findings of fact and conclusions of law.

ATTACHMENTS

1. Vicinity Map
2. Proposed Final Plat: Coughlin Pole Mountain Subdivision, 3rd Addition, 9th Filing
3. Approved Preliminary Plat



FP-16-05
CPM 3rd, 9th Filing

0 75 150 300 450
Feet

N

This Data contained herein was compiled from various sources for the sole use of the City of Laramie. REVIEW OF THIS DATA FOR ACCURACY AND ANY NECESSARY EDITING HAS NOT BEEN COMPLETED AT THIS TIME. Any use of the data by anyone other than the City of Laramie, and its members, is at the sole risk of the user, and by acceptance of this data, the user does hereby hold the City of Laramie, and its members, harmless and without liability from any claims, costs, or damages of any nature against the City of Laramie, including cost of defense arising from improper use of data, or use by other party. Acceptance or use of this data is done without any expressed or implied warranties.



CERTIFICATE OF DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LAND SHOWN ON THIS PLAT HEREBY CERTIFIES, THAT THE FOREGOING LOTS AND BLOCKS OF THE COUGHLIN-POLE MOUNTAIN THIRD ADDITION, NINTH FILING, TO THE CITY OF LARAMIE, ALBANY COUNTY, WYOMING, LOCATED IN THE SOUTHEAST QUARTER, SECTION 27, T16N, R73W, OF THE 6TH PM., ALBANY COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CLOSING CORNER OF SAID SECTION 27 AND SECTION 26, ON THE NORTH BOUNDARY OF THE FORT SANDERS MILITARY RESERVATION, (LOCATED S00°24'00"E, 2594.99 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 27) SAID CORNER BEING MONUMENTED WITH A FOUND 2-1/2" DIAMETER ALUMINUM CAP, MARKED "LS9557";

THENCE S71°32'57"W, A DISTANCE OF 1,322.28 FEET TO THE NORTHEAST CORNER OF LOT 11 BLOCK 10, COUGHLIN-POLE MOUNTAIN THIRD ADDITION, THIRD FILING, SAID POINT MONUMENTED WITH A 2 INCH DIAMETER ALUMINUM CAP MARKED "PLS2927", SAID POINT BEING THE THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE SOUTHERLY LINE OF BLOCK 10, COUGHLIN-POLE MOUNTAIN THIRD ADDITION, SEVENTH FILING, S61°20'00"E, A DISTANCE OF 304.86 FEET TO THE SOUTHEAST CORNER OF LOT 17 OF SAID BLOCK 10, SAID POINT BEING MONUMENTED WITH 2 INCH DIAMETER ALUMINUM CAP MARKED "PLS14640";

THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 10, S00°04'45"E, A DISTANCE OF 266.73 FEET TO THE SOUTHWEST CORNER OF LOT 24 OF SAID BLOCK 10, SAID POINT BEING MONUMENTED WITH A 2 INCH DIAMETER ALUMINUM CAP MARKED "LS9557";

THENCE ALONG THE NORTHERLY LINE OF BLOCK 9, COUGHLIN-POLE MOUNTAIN THIRD ADDITION, SIXTH FILING, S89°40'01"W, A DISTANCE OF 445.98 FEET TO THE SOUTHEAST CORNER OF LOT 9 BLOCK 9, OF SAID COUGHLIN-POLE MOUNTAIN THIRD ADDITION, THIRD FILING, SAID POINT BEING MONUMENTED WITH A 2 INCH DIAMETER ALUMINUM CAP MARKED "PLS2927";

THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 9, N00°19'22"W, A DISTANCE OF 171.27 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID BLOCK 9, SAID POINT BEING MONUMENTED WITH A 2 INCH DIAMETER ALUMINUM CAP MARKED "PLS2927";

THENCE ALONG THE EASTERLY LINE OF SAID LOT 11, N21°27'59"E, A DISTANCE OF 40.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 11;

THENCE ALONG SAID EASTERLY LINE OF SAID BLOCK 9, N38°30'46"E, A DISTANCE OF 263.55 FEET TO SAID POINT OF BEGINNING OF THIS DESCRIPTION;

THE ABOVE DESCRIBED LAND CONTAINS 3.33 ACRES MORE OR LESS (145,118 SQUARE FEET).

THAT THE SURVEYING AND LAYING OUT INTO LOTS, BLOCKS, STREETS, ALLEYS, AND EASEMENTS, TO BE KNOWN AS COUGHLIN-POLE MOUNTAIN THIRD ADDITION, NINTH FILING, TO THE CITY OF LARAMIE, ALBANY COUNTY, WYOMING, IS WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, THAT THEY ARE THE OWNERS OF SAID LAND AND DO HEREBY DEDICATE TO THE CITY OF LARAMIE, AND ITS LICENSEES FOR PERPETUAL PUBLIC USE SAID STREETS, ALLEYS, EASEMENTS, AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS SHOWN HEREON.

RAWSTONE DEVELOPMENT, INC.
1267 N. 15TH ST., SUITE 101
LARAMIE, WY 82072

PRESIDENT, W. PAUL GREASER DATE

STATE OF WYOMING)
) SS.

COUNTY OF ALBANY)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____
DAY OF _____, 20____, BY _____
AS _____

GEMSTONE HOLDINGS, LLC
1267 N. 15TH ST., SUITE 101
LARAMIE, WY 82072

MANAGING MEMBER, W. PAUL GREASER DATE

STATE OF WYOMING)
) SS.

COUNTY OF ALBANY)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____
DAY OF _____, 20____, BY _____
AS _____

ATTEST:

THE UNDERSIGNED DO HEREBY ATTEST AND AFFIRM THAT THIS PLAT:
1) WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON _____
2) WAS DULY AND PROPERLY APPROVED BY THE COUNCIL ON _____
3) APPEARS TECHNICALLY CORRECT AND MEETS APPLICABLE SURVEYING STANDARDS;
4) COMPLIES WITH THE CONDITIONS OF APPROVAL FOR THE SUBDIVISION;
5) IS APPROVED FOR FILING AND RECORDATION WITH THE ALBANY COUNTY CLERK.

CITY ENGINEER DATE
ERIC JAAP

PLANNING DIVISION DATE

APPROVALS:

LARAMIE PLANNING COMMISSION DATE
CHAIRPERSON, KAYE WILLIS

CITY OF LARAMIE, WYOMING DATE
MAYOR, DAVID A PAULEKAS

CITY OF LARAMIE, WYOMING DATE
CLERK, ANGIE JOHNSON

CLERK AND RECORDER'S CERTIFICATE

THIS RECORD OF SURVEY WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____, 2016, AND IS DULY RECORDED IN PLAT CABINET _____ PAGE _____, DOC. NO. _____

BASIS OF BEARING

CONSIDERING THE BASIS OF BEARINGS TO BE THE LINE BETWEEN THE NORTHEAST CORNER OF SECTION 27, T. 16 N., R. 73 W., 6TH PM, AND THE RE-SET CLOSING CORNER OF THE FORT SANDERS MILITARY RESERVE AS SHOWN HEREON AND MEASURED; HAVING A BEARING OF S00°24'00"E. SAID BEARING IS A STATE PLANE BEARING (NAD 83, WYOMING EAST ZONE) WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

EXPLANATION

- PLAT BOUNDARY
- - - LOT LINE
- - - EXISTING LOT LINE
- - - 5.0' DRAINAGE EASEMENT LINE AS NOTED
- - - 10.0' UTILITY EASEMENT LINE AS NOTED
- TIE
- ⊕ FOUND SECTION CORNER AS NOTED
- ⊙ RE-SET CORNER AS NOTED
- ⊙ FOUND CORNER, 1 1/2" ALUMINUM CAP LS 14640
- ⊙ FOUND CORNER, 2" ALUMINUM CAP LS 14640
- ⊙ FOUND CORNER, 2" ALUMINUM CAP LS 2927
- ⊙ FOUND CORNER, 1 1/2" ALUMINUM CAP LS 5910
- ⊙ LOT CORNER SET 24", 5/8" REBAR WITH 2" ALUMINUM CAP LS 9557
- ⊙ BOUNDARY CORNER SET 24", 5/8" REBAR WITH 2" ALUMINUM CAP LS 9557



1 VICINITY MAP
SCALE: NONE

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	205.35'	230.00'	51°09'15"	N25°54'36"W	198.59'
C2	151.78'	170.00'	51°09'15"	N25°54'36"W	146.79'
C3	178.56'	200.00'	51°09'15"	N25°54'36"W	172.69'
C4	84.87'	170.00'	28°36'20"	N14°38'09"W	84.00'
C5	66.90'	170.00'	22°32'55"	N40°12'46"W	66.47'
C6	52.00'	230.00'	12°57'12"	N45°00'38"W	51.89'
C7	68.12'	230.00'	16°58'06"	N30°02'59"W	67.87'
C8	70.57'	230.00'	17°34'44"	N12°46'34"W	70.29'
C9	14.67'	230.00'	3°39'13"	N02°09'35"W	14.66'

SURVEYOR STATEMENT:

I, PAUL F. KLEMPERER, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY STATE THAT THIS PLAT WAS PREPARED FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND TO THE BEST OF MY INFORMATION AND KNOWLEDGE, I BELIEVE THIS PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

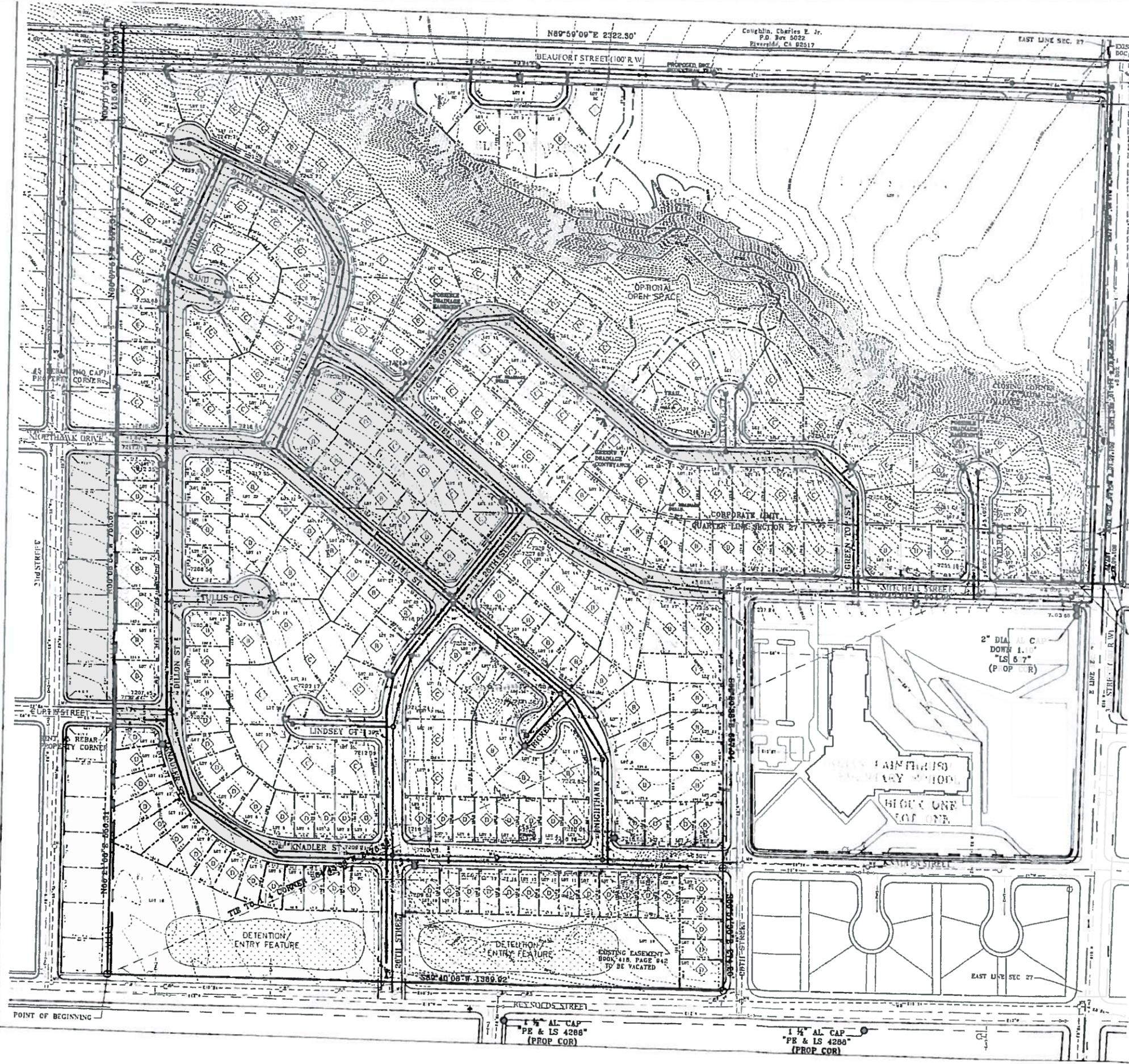
PAUL F. KLEMPERER, P.L.S. No. 9557

SHEET 1 OF 1

PLAT OF COUGHLIN-POLE MOUNTAIN THIRD ADDITION, NINTH FILING

SITUATED IN THE EAST HALF OF SECTION 27 T16N, R73W, OF THE SIXTH PM ALBANY COUNTY, WYOMING





EAST LINE SEC. 27
 EASTING EASEMENT
 DOC#1099 2817
 WERRY, O. DEB. 4
 CHAYANNA, WY 82003
 SCALE: 1"=100'
 0 50' 100' 200'
 NORTH
 cityscape
 urban design, inc.
 19 W. 1st St., Suite 100
 Cheyenne, WY 82001
 Phone: 307.634.2124

COUGHLIN-POLE MTN 3RD ADDITION
 N1/2, SE1/4, AND E1/2, N1/4 SECTION 27,
 T16N. R75W. 6TH P.M.
 TOTAL AREA: 6.80 AC.
 T.O.G. DEVELOPMENT
 SUBDIVIDER/OWNER: PAUL AND KERRY OPEAER ELAI

- LEGEND**
- SET NO. 5/8" R. BAR WITH 7" AL. CAP MARKED "PLS 2927"
 - FOUND MONUMENT AS NO. 10, RESET 2" AL. CAP MARKED "PLS 2927"
 - FOUND MONUMENT AS NO. 10, RESET 2" AL. CAP MARKED "PLS 2927"
 - EXISTING SANITARY SEWER MAINHOLE
 - EXISTING WATER MAINHOLE
 - EXISTING WATER MAIN WITH SIZE
 - EXISTING SANITARY SEWER LINE WITH SIZE
 - EXISTING WATER VALVE
 - NEW STREET LIGHT
 - NEW FIRE HYDRANT
 - NEW SANITARY SEWER MAINHOLE
 - NEW WATER LINE WITH SIZE
 - NEW SANITARY SEWER LINE WITH SIZE
 - NEW WATER VALVE
 - NEW LOT LINE
 - NEW STREET RIGHT-OF-WAY LINE
 - LOT TYPE DESIGNATION
 - LOT ANGLE
 - PLAT BOUNDARY
 - EXISTING CONTOURS
 - CITY AND/or CORPORATE BOUNDARY
 - BOUNDARY OF TRAIL

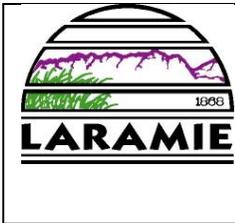
CONCEPTUAL LOT INFORMATION

TYPE	LAND USE	UNITS	LOT SIZE
TYPE A	DUPLEX	55 U.	90 x 100
TYPE B	TRANSITIONAL S.F.	78 U.	70 x 100
TYPE C	LARGE LOT S.F.	80 U.	75 x 120
TYPE D	ESTATE	3 U.	80 x 120-150
TOTAL		216 U.	

EAST QTR. COR. SEC. 27
 S. 1/4 COR. SEC. 27
 1 1/2" AL. CAP
 "PE & LS 4822"
 WERRY, O. DEB. 4
 CHAYANNA, WY 82003
 EXISTING EASEMENTS
 DOC#1099 2859
 DOC#1099 2841
 DOC#1099 4150

POINT OF BEGINNING
 1 1/2" AL. CAP
 "PE & LS 4288"
 (PROP. COR.)
 1 1/2" AL. CAP
 "PE & LS 4288"
 (PROP. COR.)

COUGHLIN-POLE MOUNTAIN 3RD ADDITION
 PRELIMINARY PLAT
 ASPEN-BANNER ENGINEERING
 1575 N. 4TH ST. SUITE 105 • P.O. BOX 560
 LARAMIE, WY 82070 • (307) 746-7306



Agenda Item: Resolution

Title: Resolution 2016-73, adopting a new Planning, Zoning and Engineering Fee Schedule to include modifications to fees as reflected in Attachment A.

Recommended Council MOTION:

Move to **deny** City Council Resolution 2016-73, adopting a new Planning, Zoning and Engineering Fee Schedule to include modification to fees as reflected in Attachment A.

Note: If Council wishes to approve this request contrary to Staff’s recommendation, Staff has included a Resolution and new Fee Table that would allow for the change to occur.

Administrative or Policy Goal:

To adjust fees to reflect costs to process and review applications; and to include fees for new application processes recently approved through UDC updates.

Background:

On October 10, 2016 the Laramie Planning Commission considered an Alternative Front Lot Line through the Conditional Use Process for a property located at 2101 17th Street. The Conditional Use Process allows for a property owner to establish an alternative front lot line, different than what is established by code. In this case, it allowed the applicant to consider 17th Street (longer street frontage) as their front, versus Barratt Street (narrowest street frontage) which is how code establishes the front now. The Planning Commission recommend approval of the Conditional Use Permit at the recommendation of staff, however in their motion the Planning Commission also stated that the City Council should waive the \$70.00 fee. The Planning Commission felt that this fee should not be required for a simple request such as this one.

Staff does not believe that this request reflects sound practice regarding fees related to applications processed by the Planning Division. The Council recently updated fees on June 7, 2016 including the establishment of a newly reduced fee for the Front Lot Line Conditional Use Permit. Staff recommended that this fee be less than a standard Conditional Use Permit due to the process being less intensive in review. However, a fee of \$70.00 was established in order to cover required mailed notice and publication cost, as well as administration costs such as copies and staff time.

Note: Fee’s cannot be waived for individual projects, instead an amendment to the fee table must be approved retroactively and apply to all application in order to achieve the desired outcome as recommended by Planning Commission. This practice of amending the Fee table is consistent with past Council practice in similar situations and based upon similar requests.

Responsible Staff:

Future dates are subject to change

Dave Derragon, Assistance City
Manager, 721-5304

Derek T. Teini, AICP, Planning
Manager 721-5245

Attachments: Resolution 2016-73,
Attachment A

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

CITY COUNCIL RESOLUTION 2016-73

A RESOLUTION OF THE CITY COUNCIL APPROVING A NEW PLANNING, ZONING AND ENGINEERING FEE SCHEDULE TO INCLUDE MODIFICATIONS TO FEES AS REFLECTED IN ATTACHMENT A.

WHEREAS, on May 18, 2010 the Laramie City Council adopted Resolution 2010-44, 2010 planning, zoning, engineering and engineering inspection fees with an effective date of July 1, 2010; and

WHEREAS, on November 18, 2014 the fee schedule was amended; and

WHEREAS, on January 26, 2016 City staff presented the Planning, Zoning And Engineering Fee Schedule to the City Council in a Work Session; and

WHEREAS, on May 9, 2016 the City Planning Commission reviewed the Planning, Zoning And Engineering Fee Schedule and by majority vote of its members recommended approval of the Planning, Zoning And Engineering Fee Schedule; and

WHEREAS, on June 7, 2016 the Laramie City Council adopted Resolution 2016-41, approving an amended Planning, Zoning And Engineering Fee Schedule effective June 7, 2016; and

WHEREAS, on October 10, 2016 the City Planning Commission reviewed Conditional Use Permit Application CUP-16-13 and by majority vote of its members recommended Laramie City Council waive the application fee for the applicant.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1. That Attachment A is incorporated in and made part of this resolution by this reference.

Section 4. That this resolution shall become effective after its passage, approval and publication, and shall apply to all applicable applications filed and complete on or after the date of August 30, 2016.

PASSED AND APPROVED on this 1st day of November 2016.

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

Attest: _____
Angie Johnson, City Clerk

PLANNING, ZONING AND ENGINEERING FEES

ATTACHMENT A

[Adopted by City Council on November 1, 2016; effective date August 30, 2016]

Note: All fees **DOUBLE** if work has already begun or use started prior to permit submittal & approval

APPLICATION TYPE

FEE

Addition to city by plat process	follow plat or PUD fees
Annexations	\$0
Appeal of administrative or planning commission action	\$435
Code text amendment	\$625
Comprehensive Plan Amendment	\$1,360
Conditional Use	\$435
Accessory Structures & Uses Associated w/Res. Structure	\$235
Type 2 Child Care Home & Family Child Care Center	\$135
Alternative Front Lot Line	\$0
Condominium review	\$35
Site Plan Review - Type 3 - (Full Compliance)	\$420
Site Plan Review - Type 2 - (Partial Compliance)	\$225
Site Plan Review - Type 1 - (Limited Compliance)	\$35
IGA 201 review	\$450
Lot Line Adjustment or Lot Consolidation	\$35
Minor Administrative Modification	\$70
Minor Land Division (Lot Split)	\$70
Mobile home park or community license	\$50
Plat, final	\$250+\$25 per lot (\$1,250 max)
Plat, preliminary	\$500+\$100 per lot (\$2,500 max)
PUD Overlay (final)	\$450
PUD Overlay (preliminary)	\$625
Re-plat, administrative	\$140
Re-plat, major	Follow plat or PUD fees
Solar Access Permit	\$70
Temporary use permit, Major	\$190
Vacation	
Subdivision without associated Re-plat	\$200
Subdivision with associated Re-plat	\$0
Public easement or right-of-way	\$765
Variance	\$435
Zoning map amendment	\$625
Zoning map amendment: ROB zoning for existing residential properties	\$0
Zoning map amendment associated with Annexation	\$0
Parking Restriction (Modification to Parking)	\$35
Modification to Traffic Control	\$190
Concrete Permit	\$0
Excavation Permit	\$105
Grading Plan/Permit	\$500
Street Closure	\$35
ROW Obstruction	
Temporary	\$35
Permenant	\$250
Driveway Access Permit (not associated w/Building Permit or Site Plan Review)	\$35
Engineering Inspection of new infrastructure	.5% of cost of construction of the infrastructure

CITY OF LARAMIE COUNCIL REGULAR MEETING November 1, 2016



Agenda Item: Resolution

Title: To Appoint One Member to the Albany County Tourism Joint Powers Board

Recommended Council MOTION:

That Council move to approve Resolution 2016-70 to appoint one board member to the Albany County Tourism Joint Powers Board and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

To benefit from citizen representation on the Albany County Tourism Board

Background:

The purpose of the Albany County Tourism Board is to provide for the promotion of tourism in Albany County and to administer the expenditure and distribution of the lodging sales tax revenue; the Board functions to expend and distribute the lodging sales tax revenues according to Wyoming Lodging State Statutes. Term expiration/resignations have created a vacancy on the Albany County Tourism Board.

Legal/Statutory Authority:

W.S. § 39-15-204 & §16-1-104

BUDGET/FISCAL INFORMATION:

Responsible Staff:

Janine Jordan, City Manager

Paula Wilson-Cazier, Executive Assistant to the City Manager

Advertised	August 16, 2016
Advertised	August 20, 2016
Advertised	August 24, 2016
Advertised	August 31, 2016
Interviews Held	October 13, 2016

Attachments: n/a

_____ City Manager _____ City Attorney _____

Resolution 2016-70

RESOLUTION DECLARING APPOINTMENT OF ONE MEMBER TO
THE ALBANY COUNTY TOURISM PROMOTION JOINT POWERS BOARD

WHEREAS, according to W.S. § 39-15-204 and §16-1-104, the City of Laramie, Wyoming (City) entered into a Joint Powers Agreement (Agreement) with the Board of Commissions of Albany County, Wyoming for the creation, administration, and governance of the Albany County Tourism Promotion Joint Power Board to promote local travel and tourism to consist of seven (7) members of which three (3) members are to be appointed by City Council for a term of two (2) years; according to the Albany County Tourism Board bylaws dated the 3rd day May 1989, and amended the 1st and the 20th days of October 1992; and

WHEREAS, Jennifer Peters was appointed to the Albany County Tourism Board on June 7th (RES. 2016-44) for a term for the City which was to expire June 30, 2018;

WHEREAS, Jennifer Peters formally resigned her appointment in writing on August 15th, 2016, and one member is to be appointed to fulfill the remainder of that term, and all applicants have been interviewed on October 13th, and appointment recommended by interviewing Council Representatives;

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

SECTION 1. That, City Council shall, pursuant to the Agreement appoint Mark Pearce, term expiring June 30, 2018, to the Albany County Tourism Promotion Joint Power Board.

PASSED, APPROVED, AND ADOPTED THIS 1st day of November 2016.

ATTEST

MAYOR

CITY CLERK

FUTURE CITY COUNCIL WORK SESSIONS 11/1/2016

Requested by Council Formal Action:

City Curb & Gutter Policy (Paulekas)

Review of Inter-Agency City/County Agreements (Hanson)

Review of funding allocation for Child Care providers (Paulekas)

Open 311 (Summerville)

Turner Tract Plan Update (Summerville)

ACTA (Albany County Transportation Authority)/MPO (Summerville)

Tech Hire Grant Program (Summerville)

*Liquor Laws & Local Authority (Paulekas)

*City Initiated Towing #3

Westside Development (Henry)

Requested by Staff:

Downtown Design Guidelines Revisions (CD)

*Restaurant and Pool Inspection Program Future (Jordan)

Storm Water Program and Funding (Jaap/Jordan)

*Snowy Range Road Pedestrian/Bicycle Corridor Study (Feezer)

North-Side Tank Project (Smith)

Wastewater Master Plan (Smith)

* Scheduled, not held.

UPCOMING COUNCIL MEETINGS November 1, 2016

All meetings at City Hall, 406 Iverson Street, unless noted.

November 1, 2016

6:00 p.m. - Pre-Council

6:30 p.m. - Public Hearing: Restaurant Liquor License Application, DNP Investments. LLC

6:30 p.m. - Regular Meeting

November 8, 2016 (ELECTION DAY)

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Work Session: Snowy Range Road Pedestrian/Bicycle Corridor Study

6:00 p.m. - Work Session: WAM Financial Recommendations and Feedback

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

November 11, 2016 City Holiday - Veteran's Day

November 15, 2016

6:00 p.m. - Pre-Council

6:30 p.m. - Regular Meeting

November 16-19, 2016 NLC

November 22, 2016

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Work Session: City-Initiated Towing #3

6:00 p.m. - Work Session: Liquor Laws & Local Authority

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

November 24-25, 2016 City Holiday - Thanksgiving

November 28, 2016, Holiday Inn, Brown Room

6:00 p.m. - Work Session: Council and Albany County Legislature Meeting (*tentative*)

November 29, 2016

6:00 p.m. - Ward Meetings: **Ward 1** - Jury Room, City Hall

Ward 2 - Council Chambers, City Hall

Ward 3 - Fire Station 2

December 6, 2016

6:00 p.m. - Pre-Council

6:30 p.m. - Regular Meeting

December 13, 2016

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Work Session: Restaurant and Pool Inspection Program Future

6:00 p.m. - Work Session: City Council Updates/Council Comments

6:00 p.m. - Work Session: Agenda Review

6:00 p.m. - Work Session: Public Comments

UPCOMING COUNCIL MEETINGS November 1, 2016

All meetings at City Hall, 406 Iverson Street, unless noted.

December 20, 2016

6:00 p.m. - Pre-Council

6:30 p.m. - Regular Meeting

December 26, 2016 City Holiday - Christmas

January 2, 2016 City Holiday - New Year's

January 3, 2017

6:00 p.m. - Pre-Council

6:30 p.m. - Regular Meeting

January 7, 2017

Council Retreat *(tentative)*

January 10, 2017

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Work Session: City Council Updates/Council Comments

6:00 p.m. - Work Session: Agenda Review

6:00 p.m. - Work Session: Public Comments

January 11-13, 2017

WAM Winter Workshop (Cheyenne, WY)

January 17, 2017

6:00 p.m. - Pre-Council

6:30 p.m. - Regular Meeting

January 24, 2017

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Work Session: City Council Updates/Council Comments

6:00 p.m. - Work Session: Agenda Review

6:00 p.m. - Work Session: Public Comments